



SAN FRANCISCO PLANNING DEPARTMENT

Discretionary Review Abbreviated Analysis

HEARING DATE: DECEMBER 12, 2019

CONTINUED TO JULY 23, 2020

Date: July 15, 2019
Case No.: 2018-012442DRP
Project Address: 436 Tehama
Permit Application: 2018.0628.3202
Zoning: MUR [Mixed Use-Residential]
Soma Youth & Family Zone SUD
45-X Height and Bulk District
Block/Lot: 3732/106
Project Sponsor: Francisco Matos
Architect SF
1390 Market Street
San Francisco, CA 94102
Staff Contact: David Winslow – (415) 575-9159
David.Winslow@sfgov.org
Recommendation: **Do Not Take DR and Approve**

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

The project originally proposed to add two accessory dwelling units per Ordinance 162-16 by eliminating the parking and excavating the ground level garage and storage space of an existing 4-story, 5-unit apartment building. However, According to DBI records, the 3-R report lists the building as having 6 dwelling units. The upper floor plan appears to have been merged with the benefit of a permit. The proposed lower unit #7 is a replacement of one of the upper units that was merged without the benefit of a permit. There is no physical expansion of the building envelope proposed.

SITE DESCRIPTION AND PRESENT USE

The site is a 25' x 75' lot with an existing 2-story, two-unit building built in 1907. The building is a category 'B' – Potential historic resource.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

Not Applicable

BUILDING PERMIT NOTIFICATION

TYPE	REQUIRED PERIOD	NOTIFICATION DATES	DR FILE DATE	DR HEARING DATE	FILING TO HEARING TIME
None	NA	NA	9.4. 2019	12.12. 2019 to 5.28.2020 to 7.23.2020	224 days

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Posted Notice	20 days	November 23, 2019	November 23, 2019	20 days
Mailed Notice	20 days	November 23, 2019	November 23, 2019	20 days
Mailed Notice	20 days	November 23, 2019	November 23, 2019	20 days

PUBLIC COMMENT

	SUPPORT	OPPOSED	NO POSITION
Adjacent neighbor(s)	0	0	0
Other neighbors on the block or directly across the street	0	10	0
Neighborhood groups	0	0	0

ENVIRONMENTAL REVIEW

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

DR REQUESTOR

Jessica Alexandra the San Francisco Tenants Union of behalf of existing tenants.

DR REQUESTOR’S CONCERNS AND PROPOSED ALTERNATIVES

- Impacts to existing tenants.** The project will result in elimination of housing services to tenants that consist of the garden in the rear of the property and bicycle storage.

See attached *Discretionary Review Application*, dated September 4, 2019.

PROJECT SPONSOR’S RESPONSE TO DR APPLICATION

The project complies with the Planning Department’s goals to add to the housing stock. The property needs significant repairs, improvements and expansion to meet the Sponsor’s needs.

See attached *Response to Discretionary Review*, dated May 20, 2020.

PLANNING STAFF REVIEW

The proposed addition of accessory dwelling unit relocates the existing tenant services which include bicycle parking and storage. Although issues related to existing tenants is regulated by the SF Rent Board, and not under the Planning Department’s purview, it is incumbent on the project sponsor to provide a plan for the displacement or relocation of tenants’ services. The project sponsor has indicated on the ground floor plan dedicated replacement bike parking and storage to replace the existing tenant services.

The common area of the rear yard will remain the same and will be accessible to all building residents through the back stairs and breezeway. The ownership of potted plants in the rear yard is not a land use and is beyond the means of the Planning Department to regulate or enforce. Temporary relocation and retention and replacement has been offered by the project sponsor but is ultimately the responsibility of whomever owns them.

Therefore, Staff finds there are no exceptional and extraordinary circumstances that result from this proposal and recommends the following modifications to the project:

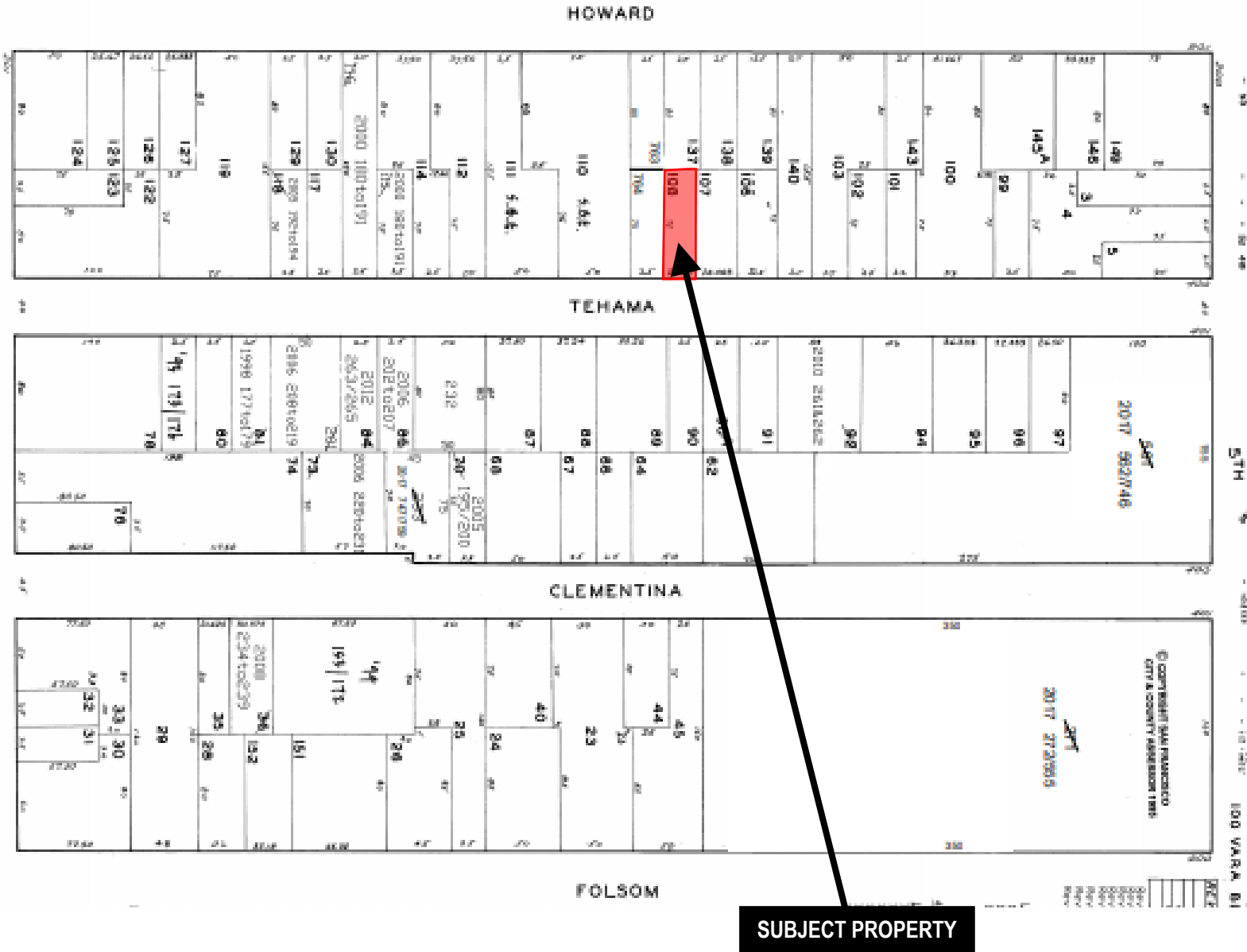
RECOMMENDATION:	Do Not Take DR and Approve
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Attachments:

- Block Book Map
- Sanborn Map
- Zoning Map
- Aerial Photographs
- Context Photographs
- Section 311 Notice
- CEQA Determination
- Eviction history
- Project application
- DR Application
- Response to DR Application dated May 20,2020
- Reduced Plans dated 5.26.2020

Exhibits

Parcel Map



Discretionary Review Hearing
Case Number 2018-012442DRP
436 Tehama Street

Sanborn Map*

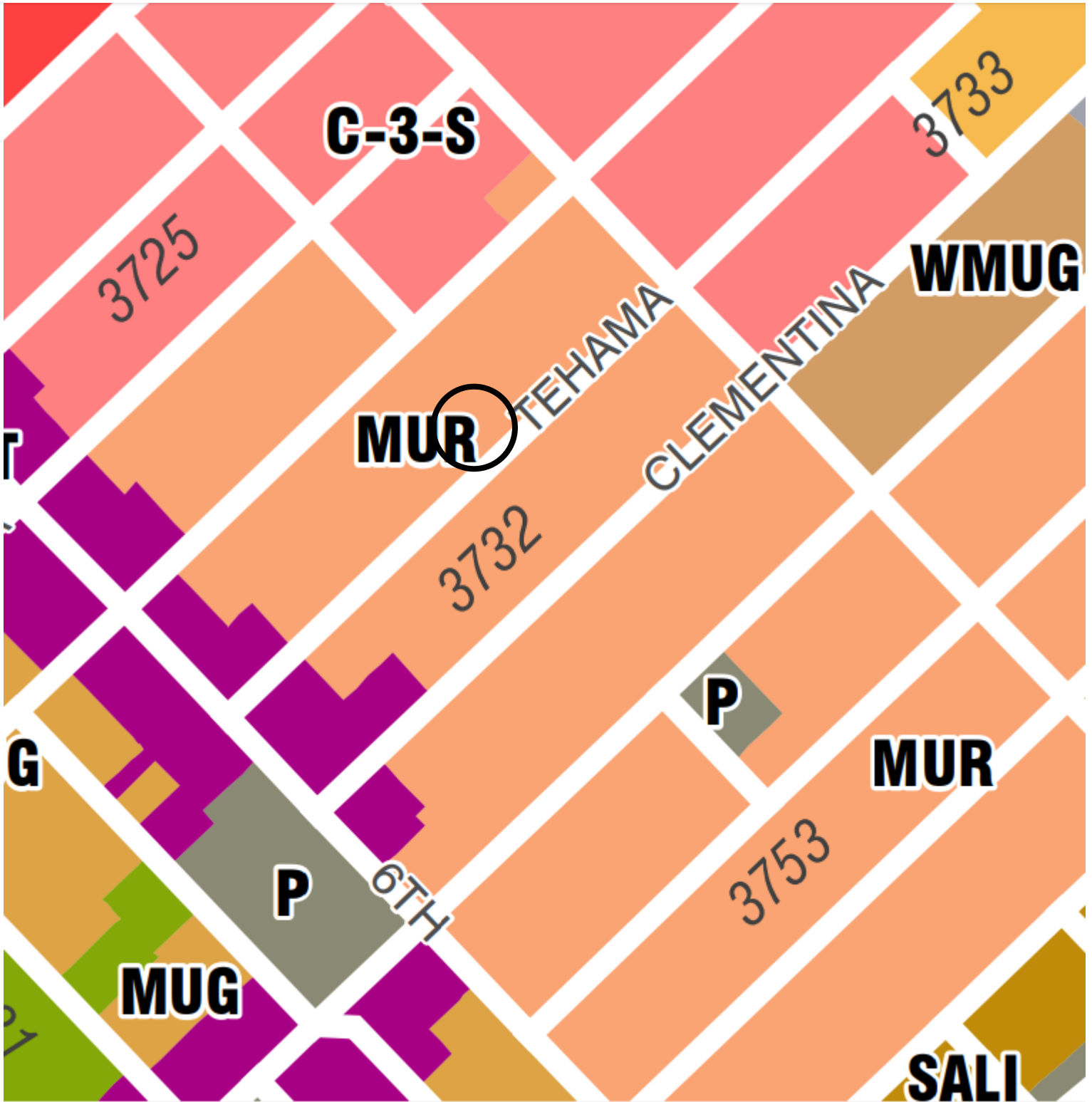


*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.



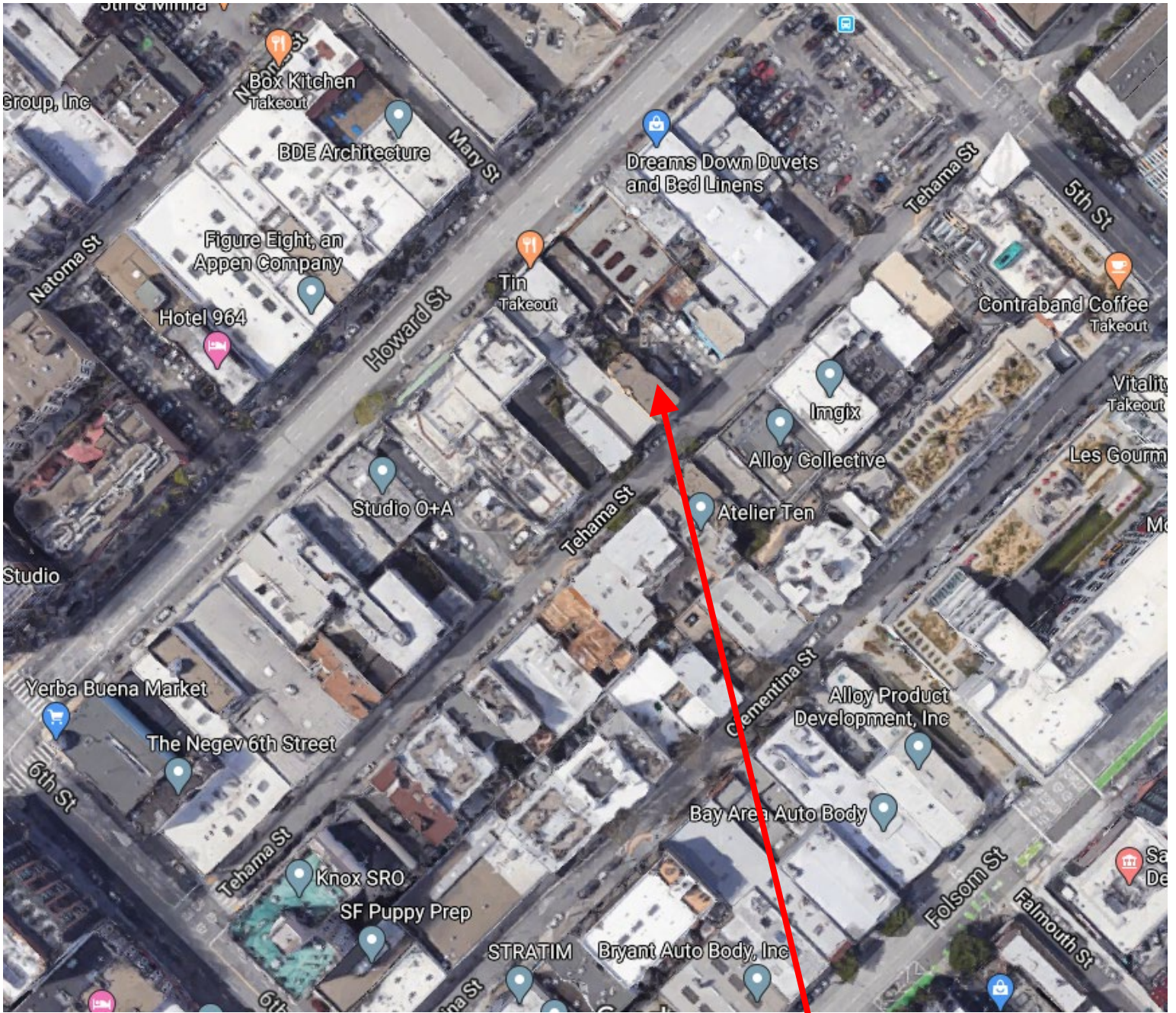
Discretionary Review Hearing
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436 Tehama Street

Zoning Map



Discretionary Review Hearing
Case Number 2018-012442DRP
436 Tehama Street

Aerial Photo

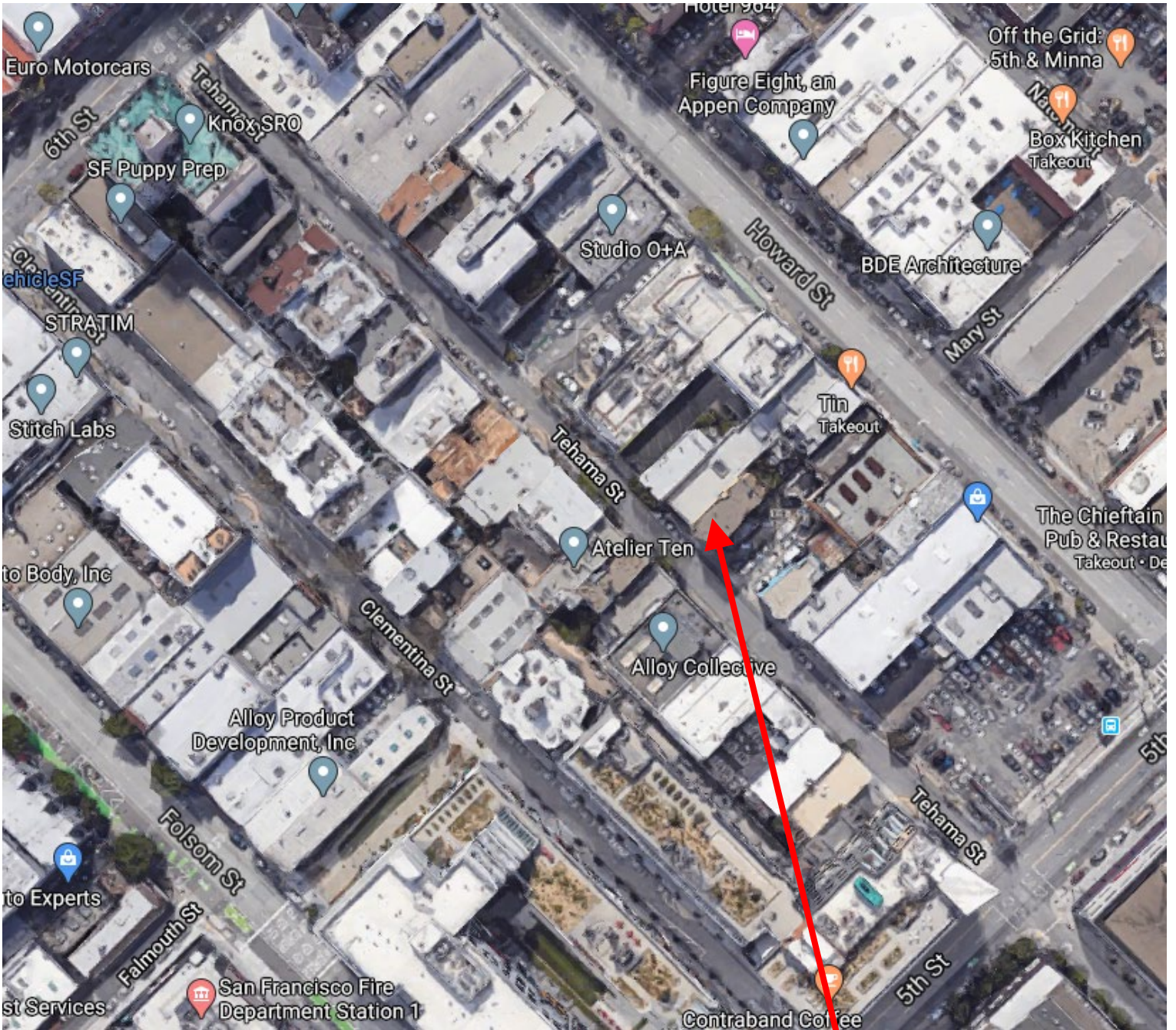


SUBJECT PROPERTY



Discretionary Review Hearing
Case Number 2018-012442DRP
436 Tehama Street

Aerial Photo

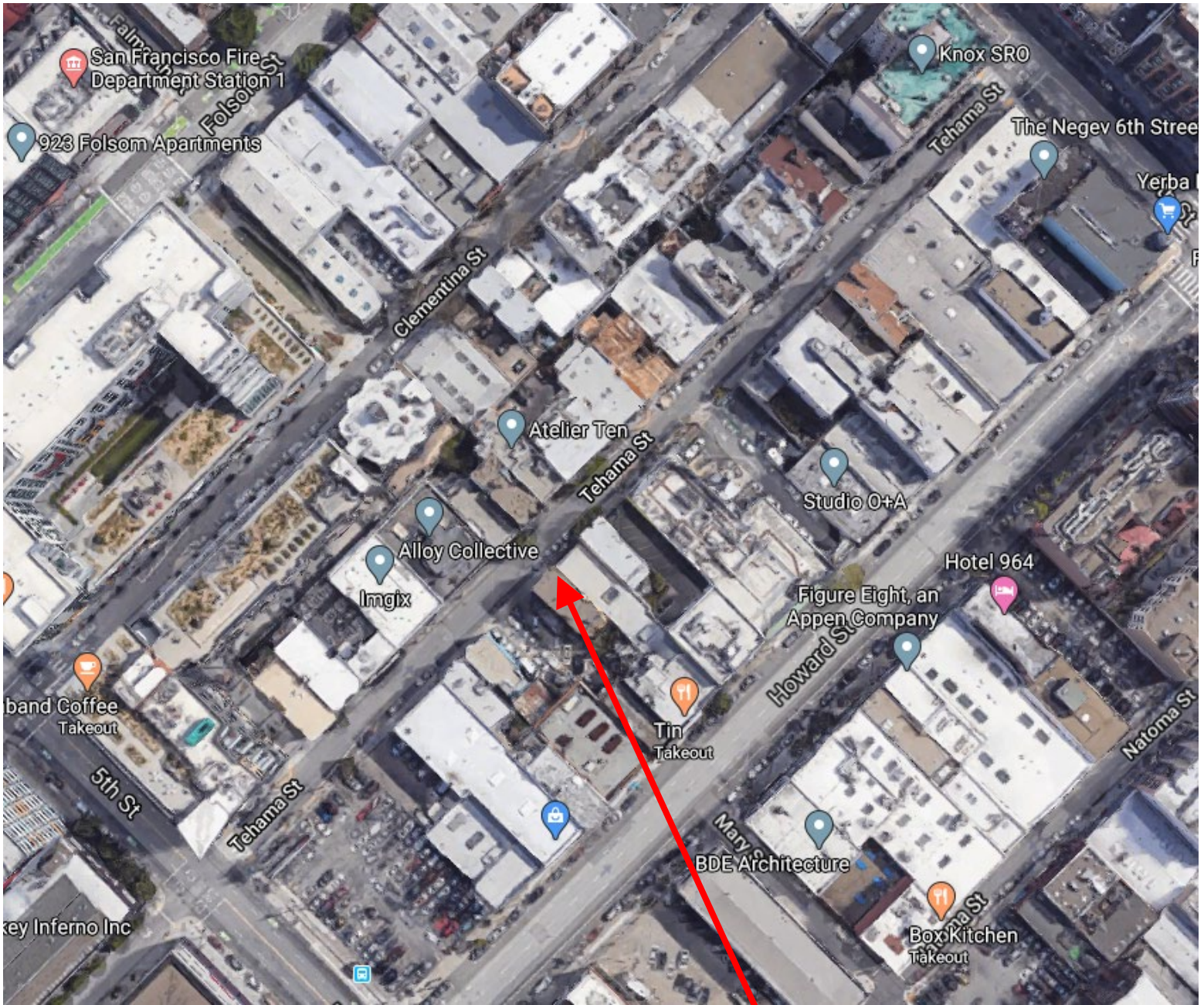


SUBJECT PROPERTY



Discretionary Review Hearing
Case Number 2018-012442DRP
436 Tehama Street

Aerial Photo

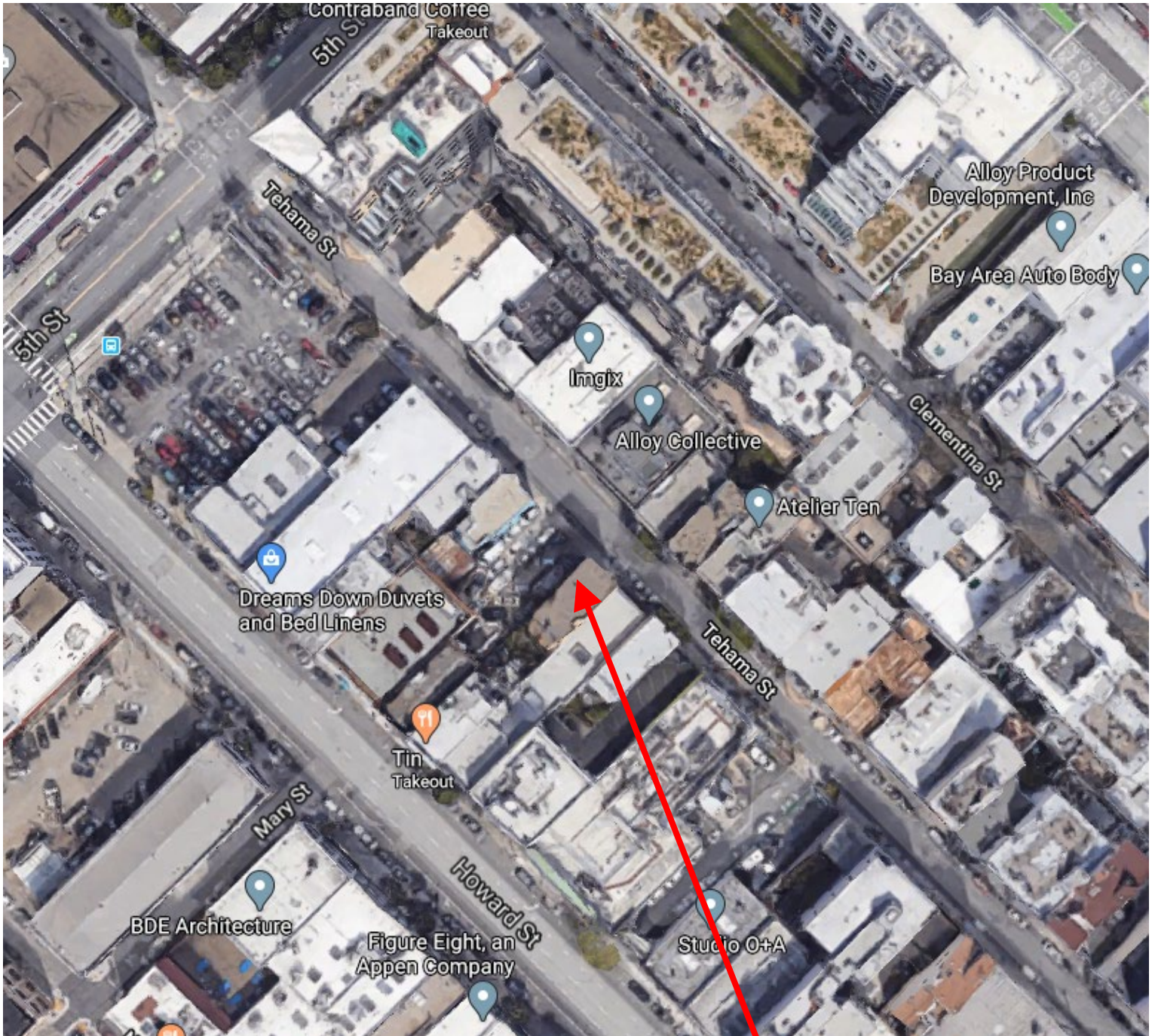


SUBJECT PROPERTY



Discretionary Review Hearing
Case Number 2018-012442DRP
436 Tehama Street

Aerial Photo



SUBJECT PROPERTY



Discretionary Review Hearing
Case Number 2018-012442DRP
436 Tehama Street

Site Photo



SUBJECT PROPERTY

Discretionary Review Hearing
Case Number 2018-012442DRP
436 Tehama Street



PROJECT APPLICATION (PRJ)

A Project Application must be submitted for any Building Permit Application that requires an intake for Planning Department review, including for environmental evaluation or neighborhood notification, or for any project that seeks an entitlement from the Planning Department, such as a Conditional Use Authorization or Variance.

For more, see the [Project Application Informational Packet](#).

For more information call 415.558.6377, or email the Planning Information Center (PIC) at pic@sfgov.org.

Español: Si desea ayuda sobre cómo llenar esta solicitud en español, por favor llame al 415.575.9010. Tenga en cuenta que el Departamento de Planificación requerirá al menos un día hábil para responder

中文: 如果您希望獲得使用中文填寫這份申請表的幫助, 請致電415.575.9010。請注意, 規劃部門需要至少一個工作日來回應。

Tagalog: Kung gusto mo ng tulong sa pagkumpleto ng application na ito sa Filipino, paki tawagan ang 415.575.9010. Paki tandaan na mangangailangan ang Planning Department ng hindi kukulangin sa isang araw na pantrabaho para makasagot.

BUILDING PERMIT APPLICATIONS

HOW TO SUBMIT:

For Building Permit Applications that require intake for Planning Department review, present this Project Application together with the Building Permit Application at the Planning Information Center (PIC), 1660 Mission Street, Ground Floor.

WHAT TO SUBMIT:

- One (1) complete and signed application.
- Two (2) hard copy sets of plans that meet Department of Building Inspection submittal standards. Please see the [Department's Plan Submittal Guidelines](#) for more information.
- A Letter of Authorization from the owner(s) designating an Authorized Agent to communicate with the Planning Department on their behalf, if applicable.
- Pre-Application Meeting materials, if required. See the [Pre-Application Meeting Informational Packet](#) for more.

Note: The applicable fee amount for Building Permit Applications will be assessed and collected at intake by the Department of Building Inspection at the Central Permitting Bureau at 1660 Mission St, Ground Floor.

(See [Fee Schedule and/or Calculator](#)).

ENTITLEMENTS

HOW TO SUBMIT:

For projects that require an entitlement from the Planning Department (e.g., Conditional Use, Variance), schedule an intake appointment to submit this Project Application and any required supplemental applications by sending an [Intake Request Form](#) to CPC.Intake@sfgov.org.

WHAT TO SUBMIT:

- One (1) complete and signed application.
- One (1) hard copy set of reduced sized (11"x17") plans. Please see the [Department's Plan Submittal Guidelines](#) for more information.
- A Letter of Authorization from the owner(s) designating an Authorized Agent to communicate with the Planning Department on their behalf, if applicable.
- Pre-Application Meeting materials, if required. See the [Pre-Application Meeting Informational Packet](#) for more.
- Current or historic photograph(s) of the property.
- All supplemental applications (e.g., Conditional Use) and information for environmental review, as indicated in this Project Application or in the Preliminary Project Assessment (PPA) letter.
- A digital copy (CD or USB drive) of the above materials.
- Payment via check, money order or debit/credit card for the total fee amount for all required supplemental applications. (See [Fee Schedule and/or Calculator](#)).



San Francisco Planning

PROJECT APPLICATION (PRJ)

GENERAL INFORMATION

Property Information

Project Address: 436 Tehama

Block/Lot(s): 3732/106

Property Owner's Information

Name: ~~SF~~ Happy Camper LLC - Steve Boulliane

Address:

Email Address:

Telephone: (415) 786-3134

Applicant Information

Same as above

Name: Francisco Matos

Company/Organization: Architect SF

Address: 1390 Market St.

Email Address: francisco@architect-sf.co

Telephone: (415) 519-4954

Please Select Billing Contact:

Owner

Applicant

Other (see below for details)

Name: Francisco Matos Email: francisco@architect-sf.com Phone: (415) 519-4954

Please Select Primary Project Contact:

Owner

Applicant

Billing

RELATED APPLICATIONS

Related Building Permit Applications

N/A

Building Permit Applications No(s): 2018.0628.5202

Related Preliminary Project Assessments (PPA)

N/A

PPA Application No(s):

PPA Letter Date:

PROJECT INFORMATION

Project Description:

Please provide a narrative project description that summarizes the project and its purpose. Please list any special authorizations or changes to the Planning Code or Zoning Maps if applicable.

add two dwelling units on ground floor
per ordinance 16Z-16

Project Details:

- Change of Use New Construction Demolition Facade Alterations ROW Improvements
 Additions Legislative/Zoning Changes Lot Line Adjustment-Subdivision Other ADU's

- Residential:** Senior Housing 100% Affordable Student Housing Dwelling Unit Legalization
 Inclusionary Housing Required State Density Bonus Accessory Dwelling Unit

Indicate whether the project proposes rental or ownership units: Rental Units Ownership Units Don't Know

- Non-Residential:** Formula Retail Medical Cannabis Dispensary Tobacco Paraphernalia Establishment
 Financial Service Massage Establishment Other: _____

Estimated Construction Cost: \$ 68,000.⁰⁰

PROJECT AND LAND USE TABLES


		Existing	Proposed
General Land Use	Parking GSF		
	Residential GSF		
	Retail/Commercial GSF	0	0
	Office GSF	0	0
	Industrial-PDR	0	0
	Medical GSF	0	0
	Visitor GSF	0	0
	CIE (Cultural, Institutional, Educational)	0	0
	Useable Open Space GSF		
	Public Open Space GSF	N/A	N/A
Project Features	Dwelling Units - Affordable	0	0
	Dwelling Units - Market Rate	6	8
	Dwelling Units - Total	0	0
	Hotel Rooms	0	0
	Number of Building(s)	1	1
	Number of Stories		
	Parking Spaces	2	0
	Loading Spaces	0	0
	Bicycle Spaces		
	Car Share Spaces	0	0
Other: _____			
Land Use - Residential	Studio Units		
	One Bedroom Units		
	Two Bedroom Units		
	Three Bedroom (or +) Units		
	Group Housing - Rooms	0	0
	Group Housing - Beds	0	0
	SRO Units	0	0
	Micro Units	0	0
	Accessory Dwelling Units For ADUs, list all ADUs and include unit type (e.g. studio, 1 bedroom, 2 bedroom, etc.) and the square footage area for each unit.	0	2

ENVIRONMENTAL EVALUATION SCREENING FORM





This form will determine if further environmental review is required.

If you are submitting a Building Permit Application only, please respond to the below questions to the best of your knowledge. You do not need to submit any additional materials at this time, and an environmental planner will contact you with further instructions.

If you are submitting an application for entitlement, please submit the required supplemental applications, technical studies, or other information indicated below along with this Project Application.

Environmental Topic	Information	Applicable to Proposed Project?	Notes/Requirements
1a. General	Estimated construction duration (months):	N/A	
1b. General	Does the project involve replacement or repair of a building foundation? If yes, please provide the foundation design type (e.g., mat foundation, spread footings, drilled piers, etc)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2. Transportation	Does the project involve a child care facility or school with 30 or more students, or a location 1,500 square feet or greater?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit an Environmental Supplemental- <u>School and Child Care Drop-Off & Pick-Up Management Plan</u> .
3. Shadow	Would the project result in any construction over 40 feet in height?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, an initial review by a shadow expert, including a recommendation as to whether a shadow analysis is needed, may be required, as determined by Planning staff. (If the project already underwent Preliminary Project Assessment, refer to the shadow discussion in the PPA letter.) An additional fee for a shadow review may be required.
4. Biological Resources	Does the project include the removal or addition of trees on, over, or adjacent to the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes: Number of existing trees on, over, or adjacent to the project site: Number of existing trees on, over, or adjacent to the project site that would be removed by the project: Number of trees on, over, or adjacent to the project site that would be added by the project:
5a. Historic Preservation 	Would the project involve changes to the front façade or an addition visible from the public right-of-way of a structure built 45 or more years ago or located in a historic district?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, submit a complete <u>Historic Resource Determination</u> Supplemental Application. Include all materials required in the application, including a complete record (with copies) of all building permits.
5b. Historic Preservation	Would the project involve demolition of a structure constructed 45 or more years ago, or a structure located within a historic district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, a historic resource evaluation (HRE) report will be required. The scope of the HRE will be determined in consultation with CPC-HRE@sfgov.org .

 Please see the Property Information Map or speak with Planning Information Center (PIC) staff to determine if this applies.

Environmental Topic	Information	Applicable to Proposed Project?	Notes/Requirements
6. Archeology 	Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeologically sensitive area or eight (8) feet below grade in a non-archeologically sensitive area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide depth of excavation/disturbance below grade (in feet*): <i>*Note this includes foundation work</i>
7. Geology and Soils 	Is the project located within a Landslide Hazard Zone, Liquefaction Zone or on a lot with an average slope of 20% or greater? ----- Area of excavation/disturbance (in square feet): _____ Amount of excavation (in cubic yards): _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A geotechnical report prepared by a qualified professional must be submitted if one of the following thresholds apply to the project: <ul style="list-style-type: none"> ● The project involves: <ul style="list-style-type: none"> ○ excavation of 50 or more cubic yards of soil, or ○ building expansion greater than 1,000 square feet outside of the existing building footprint. ● The project involves a lot split located on a slope equal to or greater than 20 percent. <i>A geotechnical report may also be required for other circumstances as determined by Environmental Planning staff.</i>
8. Air Quality 	Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities) within an Air Pollutant Exposure Zone?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, the property owner must submit copy of initial filed application with department of public health. More information is found here .
9a. Hazardous Materials	Would the project involve work on a site with an existing or former gas station, parking lot, auto repair, dry cleaners, or heavy manufacturing use, or a site with underground storage tanks?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit a Phase I Environmental Site Assessment prepared by a qualified consultant.
9b. Hazardous Materials 	Is the project site located within the Maher area and would it involve ground disturbance of at least 50 cubic yards or a change of use from an industrial use to a residential or institutional use?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit a copy of the Maher Application Form to the Department of Public Health. Also submit a receipt of Maher enrollment with the Project Application. For more information about the Maher program and enrollment, refer to the Department of Public Health's Environmental Health Division . <i>Maher enrollment may also be required for other circumstances as determined by Environmental Planning staff.</i>

 Please see the [Property Information Map](#) or speak with Planning Information Center (PIC) staff to determine if this applies.

PRIORITY GENERAL PLAN POLICIES FINDINGS

Please state how the project is consistent or inconsistent with each policy, or state that the policy is not applicable:

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

consistent - NO adverse impact.
- 2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

consistent - NO adverse impact
- 3. That the City's supply of affordable housing be preserved and enhanced;

consistent - NO adverse impact.
- 4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

consistent - NO adverse impact.
- 5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

consistent - NO adverse impact.
- 6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

consistent - NO adverse impact.
- 7. That landmarks and historic buildings be preserved; and

consistent - NO adverse impact
- 8. That our parks and open space and their access to sunlight and vistas be protected from development.

consistent - NO adverse impact

APPLICANT'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

- a) The undersigned is the owner or authorized agent of the owner of this property.
- b) The information presented is true and correct to the best of my knowledge.
- c) Other information or applications may be required.

Francisco Matos
Signature

Francisco Matos
Name (Printed)

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

(415) 519-4954
Phone

francisco@architect-sf.ca
Email

APPLICANT'S SITE VISIT CONSENT FORM

I hereby authorize City and County of San Francisco Planning staff to conduct a site visit of this property, making all portions of the interior and exterior accessible.

Francisco Matos
Signature

Francisco Matos
Name (Printed)

7/25/18
Date

For Department Use Only

Application received by Planning Department:

By: _____

Date: _____

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

Re: 436-438 Tehama St.

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

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

- 12/10/13
- 03/13/14
- 10 years prior to the following date: 6-28-18

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

- 12/10/13
- 03/13/14
- 10 years prior to the following date: _____
 - o See attached documents.

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

- 12/10/13
- 03/13/14
- 10 years prior to the following date: _____

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

- 12/10/13
- 03/13/14
- 10 years prior to the following date: 6-28-18
 - o See attached documents.

Signed:



Dated:

8-2-19

Van Lam
Citizens Complaint Officer

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



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

Action Log

***Petition # E181840
436-438 Tehama Street***

Date	Action	By
9/ 5/18	Filed	Berni Lee
9/ 7/18	Sent to Screener	Berni Lee
9/ 7/18	Notice of Receipt Sent to LL; also cc'd T and T attorney	Vandnez Lam
9/12/18	Spoke with T, Tenant highlighted that he submitted two sets of documents one for the loss of the garden and the other for the loss of storage space. Reviewed that Chapter 65A may apply because the request to sever services mentions seismic work. Sent out update Memo with Chap 65A.	Jennifer Rakowski
9/13/18	rec'd response from LL, forwarded to CCO Lam	Elvira James
9/26/18	Forwarded LL's response to file. Sent T and T attorney copy of LL response.	Vandnez Lam
10/15/18	rec'd return to sender LL response sent to Bryon C. Waibel at 436 Tehama St. #B, forwarded to CCO Lam	Elvira James
10/16/18	Forwarded returned to sender mail to file	Vandnez Lam
2/ 6/19	No response from parties	Vandnez Lam
2/ 6/19	Petition Closed; file back in cabinet	Vandnez Lam

Happy Camper LLC

RECEIVED

SEP 18 2018

Van Lam
25 Van Ness Ave #320
San Francisco, CA 94102-6033

S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

RE: E181840

Dear Van Lam:

Thank you for your letter. To begin, Mr Waibel is a violent tenant who is on record with the police and sheriff for seriously beating and hospitalizing an Asian tenant and for calling our Asian tenants horrible, racist names. There is a restraining order against him, and so working with him has been very difficult.

In regards to Mr Waibel's 'garden'. There is no 'garden' to speak of. Mr Waibel has taken over, with NO authorization, written or verbal, a back area of the building which is not now nor ever was granted to him in any lease or verbal agreement and he has invaded this area with a tremendous over-taking of potted plants.

The Department of Building Inspection required us to hire an exterminator due to rodents. The Exterminator found that Mr Waibel's potted plants are a breeding ground and safety area for Rats. Rat nests and accumulations of Rat feces were found in and around the potted plants and so Mr Waibel was required by the exterminator to 'thin out' his potted plants.

Mr Waibel DID NOT thin his potted plants as was directed to him; he actually added more plants and personal possession as a clear act of defiance against the health and safety of the building and other tenants.

Most importantly, 436 Tehama is in the middle of a permitted and approved City Ordained Soft Story Retrofit. We have been trying to work with Mr Waibel to eliminate or move his potted plants and other unwanted junk, to no avail.

We have reached out to organize ways to move or eliminate unwanted potted plants during the construction, however, Mr Waibel does not engage in healthy dialogue. He is generally irate, and easily becomes violent and dangerous.

Our goal is to move the potted plants to a location which we all agree on (Mr Waibel's boyfriend works at a nursery and this nursery could be a good place to store the plants...?). And, when the Seismic Retrofit is completed, return plants to the back common area, following city guidelines around plant density and anti-rodent infestation.

Thank you for your understanding.


Steve Boullianne
Happy Camper Management

**MEMORANDUM**

TO: Steve Boullianne

FROM: Van Lam, Eviction Unit (252-4646) *VL*

DATE: September 7, 2018

RE: Notice of Receipt of Alleged Wrongful Severance of Housing Service Pursuant to Ordinance §37.2(r)

CASE NO: E181840

PROPERTY: 436 Tehama Street

This memorandum acknowledges receipt of a Report of Alleged Wrongful Severance based on the severance or removal of housing services: **garden**.

Effective August 8, 2006, Section 37.2(r) of the Rent Ordinance was amended to require landlords to have a "just cause" reason under Section 37.9(a) in order to remove or sever any of the following housing services from a tenancy: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, or gardens on the same lot, or kitchen facilities or lobbies in single room occupancy (SRO) hotels. In addition, the landlord must reduce the tenant's rent by a commensurate amount based on the decrease in housing services. Following removal or severance of a housing service, either the landlord or the tenant may file a petition at the Rent Board to determine the amount of the corresponding rent reduction.

The Report of Alleged Wrongful Severance filed by your tenant indicates that the notice to sever the housing service is defective because it either fails to state a "just cause" reason for severance or removal of the housing service or the landlord has failed to meet the "just cause" requirements for severance or removal of a housing service. Any dispute concerning "just cause" will have to be determined by a court.

IT IS STRONGLY RECOMMENDED THAT THE LANDLORD SEEK LEGAL ADVICE BEFORE SEVERING OR REMOVING ANY HOUSING SERVICE SPECIFIED IN ORDINANCE SECTION 37.2(r).

Cc: Bryon Waibel
Jessica Alexandra

RECEIVED**SEP 18 2018**S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD



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

<p>Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.</p>	<p>本項公告可能會影響您身為房東或房客的權利。 如果您需要協助來了解本項公告，請致電 415-252-4602。</p>	<p>Posibleng maapektuhan ng abisong ito ang inyong mga karapatan bilang nagpapaupa (landlord) o umuupa (tenant). Kung kailangan ninyo ng tulong upang maintindihan ang abisong ito, pakitawagan ang 415-252-4602.</p>
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MEMORANDUM

TO:

Bryon C. Waibel
436 Tehama Street #B
San Francisco, CA 94103
(Tenant Petitioner)

Steve Boullianne
1079 14th Street
San Francisco, CA 94114
(Landlord Respondent)

Jessica Alexandra
235 Montgomery Street, Suite 970
San Francisco, CA 94104
(Tenant Attorney)

FROM: Van Lam, Eviction Unit (252-4602)

DATE: 9/12/2018

RE: Notice of Receipt of Alleged Wrongful Severance of Housing Service Pursuant to Ordinance Section 37.2(r)

CASE NO: E181840

PROPERTY: 436 Tehama Street, #B

This memorandum acknowledges receipt of a Report of Alleged Wrongful Severance based on the severance or removal of a housing service.

Effective August 8, 2006, Section 37.2(r) of the Rent Ordinance was amended to require landlords to have a "just cause" reason under Section 37.9(a) in order to remove or sever any of the following housing services from a tenancy: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, or gardens on the same lot, or kitchen facilities or lobbies in single room occupancy (SRO) hotels. In addition, the landlord must reduce the tenant's rent by a commensurate amount based on the decrease in housing services. Following removal or severance of a housing service, either the landlord or the tenant may file a petition at the Rent Board to determine the amount of the corresponding rent reduction.

The Report of Alleged Wrongful Severance filed by your tenant indicates that the notice to sever the housing service is defective because it either fails to state a "just cause" reason for severance or removal of the housing service or the landlord has failed to meet the "just cause" requirements for severance or removal of a housing service. Any dispute concerning "just cause" will have to be determined by a court.

IT IS STRONGLY RECOMMENDED THAT THE LANDLORD SEEK LEGAL ADVICE BEFORE SEVERING OR REMOVING ANY HOUSING SERVICE SPECIFIED IN ORDINANCE SECTION 37.2(r).

*If you have any questions regarding this case, please contact Van Lam at 252-4602.
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*



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

Date: 9/12/18

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

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

Posibleng maapektuhan ng abisong ito ang inyong mga karapatan bilang nagpapaupa (landlord) o umuupa (tenant). Kung kailangan ninyo ng tulong upang maintindihan ang abisong ito, pakitawagan ang 415-252-4602.

ATTACHMENT

**IN RE: 436 TEHAMA STREET, #B
CASE NO. E181840**

This memorandum updates and acknowledges the receipt of a Report of Alleged Wrongful Severance based on the removal of both garden space and storage space.

In the written communications submitted with the Report of Alleged Wrongful Severance it appears that the request for severance may be being made due to seismic retrofit work. Chapter 65A of the San Francisco Administrative Code outline the 30 day notice process and compensation requirements to temporary sever specified housing services during mandatory seismic work required by building code Chapter 34B. A complete copy of Chapter 65A is being provided with this notice.

[Print](#)

San Francisco Administrative Code

**CHAPTER 65A:
COMPENSATION, OR SUBSTITUTE HOUSING
SERVICE, FOR TENANTS AFFECTED BY
TEMPORARY SEVERANCE OF SPECIFIED
HOUSING SERVICES DURING MANDATORY
SEISMIC WORK REQUIRED BY BUILDING CODE
CHAPTER 34B**

- Sec. 65A.1. Applicability.
- Sec. 65A.2. Notice of Temporary Severance of Housing Services.
- Sec. 65A.3. Calculation and Distribution of Compensation.
- Sec. 65A.4. Substitute Housing Service as an Alternative.
- Sec. 65A.5. Rent Board Petitions.
- Sec. 65A.6. Inapplicability to Non-tenants.

SEC. 65A.1. APPLICABILITY.

This Chapter shall apply to residential rental units subject to Administrative Code Chapter 37 "Residential Rent Stabilization and Arbitration Ordinance" when, in accordance with Administrative Code Section 37.2(r), one or more specified housing services will be temporarily severed from such a rental unit during the performance of seismic work required by Building Code Chapter 34B "Mandatory Earthquake Retrofit of Wood-Frame Buildings" ("mandatory seismic work"). Consistent with Section 37.2(r), the specified housing services covered by this Chapter 65A are: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, or gardens on the same lot, or kitchen facilities or lobbies in single room occupancy (SRO) hotels, supplied in connection with the use or occupancy of a unit ("services"). Tenants in an affected unit shall be entitled to either compensation or a substitute housing service, as provided in this Chapter 65A.

(Added by Ord. 173-14, File No. 140679, App. 7/31/2014, Eff. 8/30/2014)

SEC. 65A.2. NOTICE OF TEMPORARY SEVERANCE OF HOUSING SERVICES.

The landlord shall provide 30-days written notice to temporarily sever the specified housing service(s),

to the tenants in each affected unit. This notice shall include the length of time the specified housing service(s) will be temporarily severed. The landlord must obtain all necessary permits on or before the date the notice to temporarily sever is given.

(Added by Ord. 173-14, File No. 140679, App. 7/31/2014, Eff. 8/30/2014)

SEC. 65A.3. CALCULATION AND DISTRIBUTION OF COMPENSATION.

Calculation and distribution of landlord compensation payments to tenants of affected units shall be as follows:

(a) If the rental unit lease or other written agreement states a rate for the housing service to be severed, that rate shall be used to calculate the amount due on a daily basis.

(b) If there is no rate stated in the lease or other written agreement for the housing service to be severed, the rate shall be equal to the current replacement value of the service to be severed; that rate shall be used to calculate the amount due on a daily basis.

(1) The amount due pursuant to this Subsection 65A.3(b) for each such temporarily severed housing service shall not exceed 15% of the monthly base rent for the rental unit, pro-rated on a daily basis.

(2) The replacement value of the severed housing service will depend on the facts of each case. The following factors may be considered in the determination of replacement value:

(A) The rates for parking or storage or other severed housing service in the same neighborhood at the time the tenant first rented the parking or storage space or other service, adjusted by the amount of the intervening annual allowable rent increases; the current replacement value of the parking or storage space or other service in the same neighborhood as the tenant's unit; and/or the amount the landlord charges other tenants in the same property for the same service.

(B) If the parking or storage space or other housing service was provided to the tenant after the inception of the tenancy and the tenant does not pay any additional rent for the service, no compensation will be due upon temporary severance of the service.

(3) One-half of the compensation payment shall be due upon service of the notice of temporary severance of housing service; the remaining one-half shall be due on the date that the temporary severance actually commences.

(Added by Ord. 173-14, File No. 140679, App. 7/31/2014, Eff. 8/30/2014)

SEC. 65A.4. SUBSTITUTE HOUSING SERVICE AS AN ALTERNATIVE.

As an alternative to paying compensation as provided in Section 65A.3, the landlord may choose to provide a comparable housing service that is reasonably near the affected unit ("substitute housing service").

(Added by Ord. 173-14, File No. 140679, App. 7/31/2014, Eff. 8/30/2014)

SEC. 65A.5. RENT BOARD PETITIONS.

Either a landlord or a tenant may file a petition with the Rent Board to determine the amount of compensation or sufficiency of the substitute housing service under this Chapter 65A.

(Added by Ord. 173-14, File No. 140679, App. 7/31/2014, Eff. 8/30/2014)

SEC. 65A.6. INAPPLICABILITY TO NON-TENANTS.

If an individual rents a parking or storage space or other service on a property but that service is not rented in connection with the use or occupancy of a housing unit owned or operated by the landlord, such a rental of the service alone is a commercial transaction that is not covered by this Chapter 65A or Administrative Code Chapter 37 (Residential Rent Stabilization and Arbitration Ordinance).

(Added by Ord. 173-14, File No. 140679, App. 7/31/2014, Eff. 8/30/2014)



MEMORANDUM

TO: Steve Boullianne

FROM: Van Lam, Eviction Unit (252-4646) *VL*

DATE: September 7, 2018

RE: Notice of Receipt of Alleged Wrongful Severance of Housing Service Pursuant to Ordinance §37.2(r)

CASE NO: E181840

PROPERTY: 436 Tehama Street

This memorandum acknowledges receipt of a Report of Alleged Wrongful Severance based on the severance or removal of housing services: **garden**.

Effective August 8, 2006, Section 37.2(r) of the Rent Ordinance was amended to require landlords to have a "just cause" reason under Section 37.9(a) in order to remove or sever any of the following housing services from a tenancy: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, or gardens on the same lot, or kitchen facilities or lobbies in single room occupancy (SRO) hotels. In addition, the landlord must reduce the tenant's rent by a commensurate amount based on the decrease in housing services. Following removal or severance of a housing service, either the landlord or the tenant may file a petition at the Rent Board to determine the amount of the corresponding rent reduction.

The Report of Alleged Wrongful Severance filed by your tenant indicates that the notice to sever the housing service is defective because it either fails to state a "just cause" reason for severance or removal of the housing service or the landlord has failed to meet the "just cause" requirements for severance or removal of a housing service. Any dispute concerning "just cause" will have to be determined by a court.

IT IS STRONGLY RECOMMENDED THAT THE LANDLORD SEEK LEGAL ADVICE BEFORE SEVERING OR REMOVING ANY HOUSING SERVICE SPECIFIED IN ORDINANCE SECTION 37.2(r).

Cc: Bryon Waibel
Jessica Alexandra

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

**REPORT OF ALLEGED WRONGFUL SEVERANCE
OF A HOUSING SERVICE PURSUANT TO ORDINANCE §37.2(r)**

WARNING TO TENANTS: The filing of this Report will not prevent the landlord from filing a legal action against you in court. IF YOU RECEIVE COURT PAPERS, YOU SHOULD SEEK LEGAL ASSISTANCE IMMEDIATELY.

1. I received a written and/or oral notice to stop using the following housing service (check one):
 garage facilities parking facilities driveway storage space laundry room deck patio
 garden kitchen facilities in residential hotel (SRO) lobby in residential hotel (SRO)
on Aug. 29, 2018 (Date) from Johanne (First) Blanc-Paques (Last)
who is the owner manager master tenant landlord's attorney landlord's representative
2. I have attached a copy of the notice to this Report of Alleged Wrongful Severance. Yes No
3. I have attached other supporting evidence to this Report of Alleged Wrongful Severance. Yes No
4. My use of the housing service was supposed to stop on the following date: Sept. 30, 2018
5. I did did not stop using the housing service on the following date: _____
6. The landlord reduced my rent by the following amount for the decreased housing service: \$ _____

7. I believe the severance of the housing service is wrongful because (use additional sheet if needed):
This garden, entirely designed, paid for and lovingly maintained by my partner and myself, predates this landlord's tenure by more than a decade. It is an asset to the building which he repeatedly threatens.

8. I understand that I am responsible for my own defense in any lawsuit. I release the Rent Board, its members and staff, the City and County of San Francisco, and any and all of its officials or employees from claims arising out of my filing of this complaint or the Rent Board's action upon it.
9. Have you or your landlord previously filed a petition or report with the Rent Board concerning this property?
 Yes No If Yes, please list the petition number(s): _____

DECLARATION OF TENANT(S)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS INFORMATION AND EVERY ATTACHED DOCUMENT, STATEMENT AND FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOTE: Every tenant who wishes to be included in this Report of Alleged Wrongful Severance must sign this declaration.

Print Tenant's Name: Bryon (First) C. (Middle Initial) Waibel (Last)

Tenant's Signature: [Signature] Dated: 5 Sept. 2018



Bryon Waibel <bryonwaibel@gmail.com>

438 Tehama

johanne Blanc-Paques <happycamper.projectman@gmail.com>
To: Bryon Waibel <bryonwaibel@gmail.com>

Wed, Aug 29, 2018 at 12:32 PM

Hi Bryon,

We will start Foundation works in the garden and in the basement by end of September.

Please remove the outside plants and your stuff in the basement by last week of September at the latest or we will have to dispose them of.

Basement is not a storage place, you don't have in your contract any mention of usage of this space.
Same think for the outside.

If you need more information, please feel free to get back to me.

Thanks and have a great day
Johanne



Bryon Waibel <bryonwaibel@gmail.com>

Fwd: City requirement

Clarke de Mornay <clarke@floragrubb.com>
To: Bryon Waibel <bryonwaibel@gmail.com>

Thu, Jul 19, 2018 at 2:52 PM

----- Forwarded message -----

From: **Steve Boullianne** <steveboullianne@gmail.com>
Date: Thu, Mar 2, 2017 at 3:15 PM
Subject: City requirement
To: Clarke@floragrubb.com

Clarke- looks like the garbage needs to go into the back storage area.

How soon can you eliminate at least half of those plants? I guess we need to do this more quickly than I announced to you after this recent complaint. I can get some haulers in to remove the plants you don't want to move.

... (1001(h), 703 HC)

PROVIDE FIRE EXTINGUISHER TYPE 2A 10BC OR EQUIVALENT.(905, 1001(n)HC)

PROVIDE DATE TAG FOR ALL FIRE EXTINGUISHERS (905 HC)

MOVE GARBAGE RECEPTACLES TO AREA OPEN TO THE SKY (904, 906(4) HC)

PERMANENTLY REMOVE COMBUSTIBLE STORAGE OR PROVIDE AUTOMATIC FIRE SPRINKLERS. (904, 1001(i) HC)

REMOVE EGRESS OBSTRUCTION AT REAR STAIRS (801, 1001(l) HC)

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f

9/5/2018

Gmail - Fwd: City requirement



415 694 6462
clarke@floragrubb.com



Bryon Waibel <bryonwaibel@gmail.com>

Fwd: Garden in back

Clarke de Mornay <clarke@floragrubb.com>
To: Bryon Waibel <bryonwaibel@gmail.com>

Thu, Jul 19, 2018 at 2:49 PM

Forwarded conversationSubject: Garden in back

From: Steve Boullianne <steveboullianne@gmail.com>
Date: Mon, Feb 27, 2017 at 5:13 PM
To: Clarke de Mornay <Clarke@floragrubb.com>

Hi Clarke,

I meant to tell you on the phone that SF Gov is requiring a seismic retrofit to the building and we will need a place for all the construction equipment, and to install a storage shed for the garbage and bicycles (as required by SFGOV) in the back area. I assume other items now being stored downstairs will need to be removed/moved to the back area also.

At some time in the near future, you will need to remove all your plants and other things from the back area for at least one year, possibly permanently.

This will be a requirement, probably within the next 3-4 months. So you may want to get a head start on it, since there are a lot of plants back there.

Sincerely,

Steve

From: Clarke de Mornay <clarke@floragrubb.com>
Date: Thu, Mar 2, 2017 at 11:46 AM
To: Steve Boullianne <steveboullianne@gmail.com>

This is something be discussed more thoroughly. To spring these things on me at work causally is very upsetting and worrisome. Please review our rental agreement RE: the garden and get back to me, we will be consulting the SF rental board and I'll get back to once we are sure of our rights. Again I ask respectfully that you send any further communications to my private email, clarkedemornay@gmail I suspect you have seen the violations notice posted on the front of the building, but I thought perhaps I should pass that information along.

Best,
Clarke--
Clarke de Mornay415 694 6462
clarke@floragrubb.com

From: Clarke de Mornay <clarke@floragrubb.com>

Date: Thu, Mar 2, 2017 at 11:46 AM
To: Bryon Waibel <bryonwaibel@gmail.com>

--
Clarke de Mornay



415 694 6462
clarke@floragrubb.com

From: Steve Boullianne <steveboullianne@gmail.com>
Date: Thu, Mar 2, 2017 at 1:41 PM
To: Clarke de Mornay <clarke@floragrubb.com>

By all means, please consult the rent board. Construction won't start for a couple of months, so that's plenty of time to start removing the plants from the back storage area.

From: Clarke de Mornay <clarke@floragrubb.com>
Date: Thu, Mar 2, 2017 at 4:00 PM
To: Steve Boullianne <steveboullianne@gmail.com>

Once again I'll ask you to use my private email clarkedemornay@gmail.com

--
Clarke de Mornay



415 694 6462
clarke@floragrubb.com



Bryon Waibel <bryonwaibel@gmail.com>

Fwd: Plants in garden and Vermin

1 message

Clarke de Mornay <clarke@floragrubb.com>
To: Bryon Waibel <bryonwaibel@gmail.com>

Thu, Jul 19, 2018 at 2:45 PM

----- Forwarded message -----

From: Steve Boullianne <steveboullianne@gmail.com>
Date: Fri, May 27, 2016 at 12:21 PM
Subject: Plants in garden and Vermin
To: Clarke de Mornay <Clarke@floragrubb.com>

Hi Clarke,

I wanted to discuss with you something that I have been avoiding; it is close to your (and my) heart- Your garden.

I had an exterminator out at Bryon's request to deal with rats.

The exterminator took one look at your garden and said, "this is where rats breed, in potted back yard gardens. This is the perfect shelter. All these plants must be removed to eliminate their breeding grounds". I also asked about poisoning the rats and he said, "not with pets in the building. poison kills pets, especially cats, who eat poisoned rats. So start with the plants .".

He also said that tenants need to shut the back door and keep the garbage cans shut tight.

So the reason why we discontinued with poisoning for rats was because of your plants, because of the pets, and because of the back door and tenant habits.

Now, if it's true (and we're not even sure 436c is correct about having bed bugs, they have no proof, they just think they have them)... but if it's true, something must be done about the vermin in the building.

If you have any ideas about these 4 things below, let me know.

1. removing the plants.
2. poisoning around pets.
3. shutting the back door
4. getting rid of all the stored junk (bee hives, etc) in the garage.

SFGOV said that I should get a city inspector out to examine the building for vermin control. As soon as the inspector sees the plants, the city would ask to have them

removed (they've already confirmed elimination).

What feedback can you give? I want to do right by the tenants; this is a difficult building to carry with the low rents and high costs. Having to control a vermin problem will take all of us to work at it and make sacrifices.

Thanks,

Steve

--
Clarke de Mornay



415 694 6462
clarke@floragrubb.com

Van

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

REPORT OF ALLEGED WRONGFUL SEVERANCE OF A HOUSING SERVICE PURSUANT TO ORDINANCE §37.2(r)

(Please Print) My name is: BRYON C. WAIBEL
(First) (Middle Initial) (Last)

Work Phone: _____ Home Phone: _____ Other Phone: 415.663.6005

Fax #: _____ E-mail: bryonwaibel@gmail.com

I have lived at 436 Tehama St. Apt. B 94103 since July 1, 2004
(Street Number) (Street Name) (Apt. Number) (Zip Code) (Month/Day/Year)

My mailing address (if different) is: _____
(Street Number & Street Name & Apt. Number OR P.O. Box) (City and State) (Zip Code)

The entire building address (including the lowest and highest numbers) is: 436-438 Tehama St.

Number of units in the building: 5 Name of building complex (if applicable): _____

My building was built before June 13, 1979. Yes No Don't Know

I receive some rental assistance from a government agency. Yes No Don't Know _____
Specify type of assistance

My rent is paid to the owner the manager the master tenant other _____

The person or business I pay my rent to is: Happy Camper, LLC

The owner's name is: Steve Boullianne
(First) (Middle Initial) (Last)

The owner's mailing address is: 1079 14th St. SF, CA 94114
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

Work Phone: (415) 786-3134 Home Phone: _____ Other Phone: _____

The master tenant's name (if applicable) is: _____
(First) (Middle Initial) (Last)

The master tenant's mailing address is: _____
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

Work Phone: _____ Home Phone: _____ Other Phone: _____

The landlord's attorney/representative (if applicable) is: _____
(circle one) (First) (Middle Initial) (Last)

The attorney/representative's mailing address is: _____
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

Work Phone: _____ Home Phone: _____ Other Phone: _____

The name, mailing address and phone number of MY representative attorney interpreter (if any) is:
Jessica Alexandra Work Phone: 415.500.6089
(First) (Middle Initial) (Last)

235 Montgomery St. Suite 970 SF 94104 Fax Number: 415.956.0749
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

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

**REPORT OF ALLEGED WRONGFUL SEVERANCE
OF A HOUSING SERVICE PURSUANT TO ORDINANCE §37.2(r)**

WARNING TO TENANTS: The filing of this Report will not prevent the landlord from filing a legal action against you in court. IF YOU RECEIVE COURT PAPERS, YOU SHOULD SEEK LEGAL ASSISTANCE IMMEDIATELY.

1. I received a written and/or oral notice to stop using the following housing service (check one):
 garage facilities parking facilities driveway storage space laundry room deck patio
 garden kitchen facilities in residential hotel (SRO) lobby in residential hotel (SRO)
on 29 August 2018 from Johanne Blanc-Paques
(Date) (First) (Middle Initial) (Last)
who is the owner manager master tenant landlord's attorney landlord's representative
2. I have attached a copy of the notice to this Report of Alleged Wrongful Severance. Yes No
3. I have attached other supporting evidence to this Report of Alleged Wrongful Severance. Yes No
4. My use of the housing service was supposed to stop on the following date: end of September 2018
5. I did did not stop using the housing service on the following date: _____
6. The landlord reduced my rent by the following amount for the decreased housing service: \$ _____

7. I believe the severance of the housing service is wrongful because (use additional sheet if needed):

Storage IS provided for in my lease, and I've used these two shelves (which belong to me) for more than 10 years.

8. I understand that I am responsible for my own defense in any lawsuit. I release the Rent Board, its members and staff, the City and County of San Francisco, and any and all of its officials or employees from claims arising out of my filing of this complaint or the Rent Board's action upon it.
9. Have you or your landlord previously filed a petition or report with the Rent Board concerning this property?
 Yes No If Yes, please list the petition number(s): _____

DECLARATION OF TENANT(S)

I DECLARE UNDER PENALTY OF PERJURY THAT THIS INFORMATION AND EVERY ATTACHED DOCUMENT, STATEMENT AND FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOTE: Every tenant who wishes to be included in this Report of Alleged Wrongful Severance must sign this declaration.

Print Tenant's Name: Bryon Waibel
(First) (Middle Initial) (Last)
Tenant's Signature: _____ Dated: 5 Sept. 2018

25 Van Ness Avenue #320
San Francisco, CA 94102-6033

520 Rept AWS 37.2(r) 3/13/07

Phone 415.252.4602
FAX 415.252.4699



Bryon Waibel <bryonwaibel@gmail.com>

438 Tehama

johanne Blanc-Paques <happycamper.projectman@gmail.com>
To: Bryon Waibel <bryonwaibel@gmail.com>

Wed, Aug 29, 2018 at 12:32 PM

Hi Bryon,

We will start Foundation works in the garden and in the basement by end of September.

Please remove the outside plants and your stuff in the basement by last week of September at the latest or we will have to dispose them of.

Basement is not a storage place, you don't have in your contract any mention of usage of this space.
Same think for the outside.

If you need more information, please feel free to get back to me.

Thanks and have a great day
Johanne

Fwd: Plants in garden and Vermin

1 message

Clarke de Mornay <clarke@floragrubb.com>
To: Bryon Waibel <bryonwaibel@gmail.com>

Thu, Jul 19, 2018 at 2:45 PM

----- Forwarded message -----

From: **Steve Boullianne** <steveboullianne@gmail.com>
Date: Fri, May 27, 2016 at 12:21 PM
Subject: Plants in garden and Vermin
To: Clarke de Mornay <Clarke@floragrubb.com>

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The exterminator took one look at your garden and said, "this is where rats breed, in potted back yard gardens. This is the perfect shelter. All these plants must be removed to eliminate their breeding grounds". I also asked about poisoning the rats and he said, "not with pets in the building. poison kills pets, especially cats, who eat poisoned rats. So start with the plants .".

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So the reason why we discontinued with poisoning for rats was because of your plants, because of the pets, and because of the back door and tenant habits.

Now, if it's true (and we're not even sure 436c is correct about having bed bugs, they have no proof, they just think they have them)... but if it's true, something must be done about the vermin in the building.

If you have any ideas about these 4 things below, let me know.

1. removing the plants.
2. poisoning around pets.
3. shutting the back door
4. getting rid of all the stored junk (bee hives, etc) in the garage.

SFGOV said that I should get a city inspector out to examine the building for vermin control. As soon as the inspector sees the plants, the city would ask to have them.

removed (they've already confirmed elimination).

What feedback can you give? I want to do right by the tenants; this is a difficult building to carry with the low rents and high costs. Having to control a vermin problem will take all of us to work at it and make sacrifices.

Thanks,

Steve

Clarke de Mornay



415 694 6462
clarke@floragrubb.com



Bryon Waibel <bryonwaibel@gmail.com>

Fwd: Basement Cleaning

1 message

johanne Blanc-Paques <happycamper.projectman@gmail.com>
Bcc: bryonwaibel@gmail.com

Fri, Jul 27, 2018 at 3:09 PM

Kindly reminder.

Thanks
Johanne

----- Forwarded message -----

From: **johanne Blanc-Paques** <happycamper.projectman@gmail.com>

Date: Fri, Jul 20, 2018 at 12:44 PM

Subject: Basement Cleaning

To:

Dear tenants,

Please note that basement is not a storage room.

Kindly remove your stuff before Monday 30th of July, all items remaining after the 30th will be disposed.

Thanks for your understanding.

Johanne

Fwd: Garden in back

Clarke de Mornay <clarke@floragrubb.com>
To: Bryon Waibel <bryonwaibel@gmail.com>

Thu, Jul 19, 2018 at 2:49 PM

Forwarded conversation

Subject: Garden in back

From: Steve Boullianne <steveboullianne@gmail.com>
Date: Mon, Feb 27, 2017 at 5:13 PM
To: Clarke de Mornay <Clarke@floragrubb.com>

Hi Clarke,

I meant to tell you on the phone that SF Gov is requiring a seismic retrofit to the building and we will need a place for all the construction equipment, and to install a storage shed for the garbage and bicycles (as required by SFGOV) in the back area. I assume other items now being stored downstairs will need to be removed/moved to the back area also.

At some time in the near future, you will need to remove all your plants and other things from the back area for at least one year, possibly permanently.

This will be a requirement, probably within the next 3-4 months. So you may want to get a head start on it, since there are a lot of plants back there.

Sincerely,

Steve

From: Clarke de Mornay <clarke@floragrubb.com>
Date: Thu, Mar 2, 2017 at 11:46 AM
To: Steve Boullianne <steveboullianne@gmail.com>

This is something be discussed more thoroughly. To spring these things on me at work causally is very upsetting and worrisome. Please review our rental agreement RE: the garden and get back to me, we will be consulting the SF rental board and I'll get back to once we are sure of our rights. Again I ask respectfully that you send any further communications to my private email, clarkedemornay@gmail I suspect you have seen the violations notice posted on the front of the building, but I thought perhaps I should pass that information along.

Best,
Clarke

Clarke de Mornay



415 694 6462
clarke@floragrubb.com

From: Clarke de Mornay <clarke@floragrubb.com>

Date: Thu, Mar 2, 2017 at 11:46 AM
To: Bryon Waibel <bryonwaibel@gmail.com>

--
Clarke de Mornay



415 694 6462
clarke@floragrubb.com

From: Steve Boullianne <steveboullianne@gmail.com>
Date: Thu, Mar 2, 2017 at 1:41 PM
To: Clarke de Mornay <clarke@floragrubb.com>

By all means, please consult the rent board. Construction won't start for a couple of months, so that's plenty of time to start removing the plants from the back storage area.

From: Clarke de Mornay <clarke@floragrubb.com>
Date: Thu, Mar 2, 2017 at 4:00 PM
To: Steve Boullianne <steveboullianne@gmail.com>

Once again I'll ask you to use my private email clarkedemornay@gmail.com

--
Clarke de Mornay



415 694 6462
clarke@floragrubb.com

PREMISES ADDRESS: 436 B Tehama DATE: 1/1/04

Security Deposit: \$ 775
Rent Collected: \$ 850
For Period: 1/1/04 to 2/1/04
Other: \$ _____
Total Collected: \$ _____

RESIDENTIAL TENANCY AGREEMENT

1. PREMISES: Laura Weil ("OWNER"), rents to
Tenant hires 436 B Tehama St. S.F., CA ("TENANT"), and
("PREMISES"), California.

2. TERM: The term of this rental shall begin on 2/1/04, 20 04 and end on _____

3. PHYSICAL POSSESSION: If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

4. RENT: The initial monthly base rent for the Premises shall be \$ 850. All rent is due and payable in advance on the 1st day of each and every month (the "Due Date") without offsets, deductions or credits. All rent shall be paid to Laura Weil or such other person as Owner designates in writing. Tenant agrees to always pay rent by personal check, cashier's check, or money order and not in cash. Rent shall be paid to Owner at the following address: 438 C Tehama at such other place designated by Owner. Any other sums, which may become due from Tenant from time to time, shall be considered rent and will be due on the Due Date. Tenant bears the risk of loss or delay of any payment made by mail. Owner must receive mailed rent payments on or before the Due Date. Rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent per day. Owner may apply any payment made by Tenant to any obligation of Tenant to Owner notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void.

5. SECURITY DEPOSIT: Before the commencement of the term, Tenant shall pay a security deposit of \$ 775 ("Security Deposit") for the purposes set forth in Civil Code Section 1954. The making of said Security Deposit does not create a trust relationship between Owner and Tenant, and Owner may co-mingle said Security Deposit with other funds of Owner. Owner may retain such amounts of the Security Deposit as are reasonably necessary to remedy Tenant defaults under this Agreement and damages as allowed by law. Owner shall, within the time period allotted by law, refund any balance after such deductions to Tenant after Tenant has vacated the Premises. Tenant shall not be deemed to have vacated the Premises for purposes of this paragraph until a) Tenant returns to Owner ALL keys to the Premises, and b) Tenant has surrendered the Premises to Owner free and clear of all persons who claim any right to possess the Premises. Any balance of the Security Deposit and an accounting of any deductions therefrom will be mailed to Tenant at the Premises unless Tenant provides, in writing to Owner, a forwarding mailing address. Owner's check or other draft refunding any balance of the Security Deposit may be made in the name of all original tenants regardless of the party who in fact made the deposit and regardless of the identity of the persons then occupying the Premises. Tenant may NOT apply the Security Deposit nor any portion thereof, to

the last month's rent. If any portion of the Security Deposit is applied by Owner to any obligations of Tenant at any time during the tenancy, Tenant must, upon 5 days written notice, reinstate the Security Deposit to its full original amount. If approved by the Owner, in writing, \$ 775. may be applied to the last month's rent.

As long as any law requires, commencing with the date Owner receives the Security Deposit, Owner shall pay to Tenant simple interest as directed by law on the amount held as Security Deposit provided this tenancy does not terminate before the Security Deposit has been held for one year. Said payment of interest shall be made once a year commencing with the date the Security Deposit has been held for a year. Upon Tenant's surrender of the Premises, if the Security Deposit is insufficient to remedy Tenant's default in rent, to repair damages caused by Tenant and to clean the Premises, Owner may use from the accrued unpaid interest such amounts as are necessary for those purposes. Accrued unpaid interest or balance thereof, if any, shall be mailed to Tenant at last known address in the same manner as any refund of the Security Deposit.

6. **LATE PAYMENTS:** Tenant and Owner agree that Owner will sustain damage due to any late payment of rent and that it will be extremely difficult to fix or determine with specificity the actual amount of the damage. Therefore, Tenant agrees to pay, as additional rent, a late charge equal to 5% of the unpaid rent for any payment of rent not received by Owner within five calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that Owner will incur by reason of late payment by Tenant. The provision for payment of a late charge does not constitute a grace period and Owner may serve a 3-Day Notice to Pay Rent or Quit on the day after the Due Date. Owner and Tenant agree that Tenant paying rent five days after the Due Date on three separate occasions within any twelve month period shall constitute habitual late payment of rent and may be considered a just cause for eviction.

Tenant(s) Initials BW Mc

7. **RETURNED CHECKS:** In the event that Tenant makes any payment required hereunder with a check that is not honored by the bank on which it is drawn for any reason, Tenant agrees to pay to Owner the additional sum of \$ 25 as reimbursement for the expenses incurred by Owner. Such charge shall be immediately due and payable upon notice to Tenant. Failure to immediately pay the charge shall constitute a default under the terms of this Agreement. Owner reserves the right to demand payment of rent by certified funds, cashier's check or money order for all future payments in the event of any such returned check or any other monetary default by Tenant and rent tendered in any other form may be refused by Owner. Nothing in this paragraph shall limit other remedies available to Owner as a payee of a dishonored check.

Tenant(s) Initials BW Mc

Owner and Tenant agree that three returned checks in any nine month period shall constitute frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

Tenant(s) Initials BW Mc

8. **FAILURE TO PAY:** Pursuant to Civil Code Section 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your financial obligations under the terms of this Agreement.

9. **INDIVIDUAL LIABILITY:** Each person who signs this agreement, whether or not said person is or remains in possession, shall be jointly and severally responsible for the full performance of each and every obligation of this agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Premises regardless of whether such damages were caused by a tenant or invitee of Tenant.

Tenant(s) Initials

[Handwritten initials]

10. USE/OCCUPANCY: It is understood that the Premises is to be used exclusively as the primary and principal place of residence of the named Tenant(s) who are the only "Original" Tenants of the Premises. Retail or other commercial use is prohibited except that limited home office use will be allowed provided that Tenant complies with all applicable laws regulating use and that no members of the public are invited to the Premises for business purposes and no employees of Tenant are allowed to work in the Premises. Tenant may have guests on the Premises for not over seven consecutive days or fifteen days in a calendar year, and no more than two guests at any one time. Persons staying more than seven consecutive days or more than fifteen days in any calendar year shall NOT be considered original tenants of the unit. Tenant must obtain the prior written approval of Owner if an invitee of Tenant will be present at the Premises for more than seven consecutive nights or fifteen days in a calendar year. Violation of the provisions of this section shall be deemed a substantial and material breach of this Agreement and is agreed to be a just cause for eviction.

11. ROOF: Use of the roof for any purpose by Tenants and/or guests is NOT permitted.

12. NUISANCE: Tenant shall not commit, nor permit to be committed, any waste or nuisance upon or about the Premises. Tenant shall not disturb other tenants in the building containing the Premises. Three complaints against the Tenant in any nine month period shall constitute a substantial interference with other tenants' comfort, safety and enjoyment and shall be deemed a just cause for eviction. Tenant shall also be liable for the actions of their guests and/or invitees.

Tenant(s) Initials

[Handwritten initials]

13. ASSIGNMENT AND SUBLETTING: (Owner must select one and ONLY one by initialing) Tenant may not assign this Agreement or sublet the whole or any portion of the Premises without the prior written consent of Owner which MAY be unreasonably withheld. The named Tenant above is the only "original" Tenant. No person other than the named Tenant shall be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: (1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; (2) said prospective occupant completes and gives to Owner Owner's rental application; (3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and (4) Tenant(s) and prospective occupant acknowledge, in writing, receipt of a copy of Section 6.14 of the Rules and Regulations of the San Francisco Rent Ordinance, if applicable, and the new occupant signs Owner's standard form Agreement for such Occupancy BEFORE occupying the Premises, which Agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement and that the rent for the Premises may be raised to market rates when the last of the original Tenant(s) moves from the Premises. In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner which is attributable to any exclusive use area leased to the sub-tenant, plus a reasonable pro-rata share of the common area space of the apartment unit that the sub-tenant has a right to utilize. No action or inaction or acceptance of rent or knowledge on the part of Owner shall be deemed to be a waiver of the provision of this Paragraph on the part of Owner and shall not be deemed an approval of any person as a "sub-tenant" for any purpose.

Owner Initials _____

~~*[Handwritten initials]*~~

~~*[Handwritten initials]*~~
Tenant(s) Initials

Tenant(s) may NOT assign this Agreement nor sublet the whole or any portion of the Premises. This is a blanket prohibition which means that Tenant may not have any other person reside at the premises; that even if one tenant leaves no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the unit regardless of the relationship between Tenant and said proposed new occupant. Said prohibition on assignment and subletting shall apply equally to any parking space, garage, storage area or other rented space made available to Tenant(s).

Owner Initials _____

Tenant(s) Initials _____

~~14. PETS: NO pets, dogs, cats, birds or other animals are allowed on or about the Premises, even temporarily or with a visiting guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Any such consent is conditioned upon Tenant completing and signing Owner's Pet Agreement, which shall become part of this Agreement. Strays shall not be kept or fed in or around the building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the building. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Owner's permission) Tenant may be charged for cleaning, de-fleeting, deodorizing or shampooing any portion of the building or Premises at the discretion of Owner.~~

~~15. WATERBEDS: Waterbeds and/or liquid filled furniture are PROHIBITED in accordance with Civil Code Section 1940.5. If the Premises are located in a structure for which the original Certificate of Occupancy was issued after January 1, 1973 then such furniture may be permitted only upon written consent of Owner, upon the completion of a Waterbed Agreement which shall become part of this Agreement, and subject to continued compliance by Tenant of all provisions therein.~~

16. STORAGE: (Owner to select one) No additional storage space outside of Premises is authorized, permitted or provided under this Agreement.

Owner Initials _____

Tenant(s) Initials _____

Storage space described as: single shelf unit is hereby provided. Tenant acknowledges that no portion of the base Rent specified above, or any increase thereof, is consideration for or part of the rent for such storage space. The monthly charge for said storage space shall be \$ 10. Tenant releases Owner from any liability for loss or damage to Tenant's property while stored on the said Premises. Any property stored in designated storage areas shall be removed on or before the date termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenant whatsoever and Tenant hereby specifically waives any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as it deems necessary for the health and safety of the Premises and its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

Owner Initials _____

Tenant(s) Initials _____

17. PARKING: (Owner to select one) Premises does NOT include parking for any motor vehicles, nor is parking permitted anywhere on or about the Premises.

Owner Initials _____

Tenant(s) Initials _____

450 B Tribuna

Parking described as: _____ is herein provided. Tenant acknowledges that no portion of the base Rent specified above, or any increase thereof, is consideration for or part of the rent for such parking. The monthly charge for said parking shall be \$ _____. Tenant agrees to use the parking space exclusively for the parking of motor vehicles; excluding trailers of any kind, boats, campers, buses, or trucks larger than a one-ton pickup. Absolutely NO mechanical work and NO storage of any kind shall be permitted in or around the parking space.

Tenant(s) Initials _____ Owner Initials _____

18. UTILITIES: Tenant shall pay directly for all utilities, services, and charges provided to the Premises EXCEPT for those listed as follows: water & garbage. Tenant agrees to comply with any energy or water conservation programs implemented by Owner. Tenant understands that the rent paid by all residents is partially determined by the cost of utilities. Nothing contained herein prevents Owner from passing through to Tenant utility costs as provided by law.

In accordance with local regulations Owner shall provide one working telephone line and one working telephone jack into the Premises. Tenant may, at its sole expense, add additional lines and/or jacks, but no more than three, and said installation shall not cause cosmetic or physical damage to the Premises or any other part of the building. It is Tenant's responsibility to maintain and to repair all said lines. Unlike the local gas and electric company, the telephone company charges for time required to repair telephone lines, wall jacks, etc. Therefore, Owner requires that Tenant obtain and keep in force an Inside Wiring Repair Plan with the telephone company that will defray the costs of any necessary repairs.

Tenant(s) Initials BW

19. INSPECTION OF PREMISES: Tenant has inspected the Premises, furnishings and equipment including smoke detectors, where applicable, and has found the same to be satisfactory and in good working order. All plumbing, heating, and electrical systems are operative and deemed satisfactory by Tenant if Owner is not notified to the contrary within 48 hours of occupancy of the Premises.

20. MAINTENANCE AND REPAIRS: Tenant shall, at Tenant's expense, at all times maintain the Premises, furnishings and appliances, if any, in a clean and good condition and shall surrender the same upon termination of tenancy in the same condition as received (except for normal wear and tear). Tenant understands that Tenant is responsible for repair of ALL damages in and/or about the Premises whether caused by Tenant, Tenant's guests or invitees.

Except in an emergency, maintenance and repair requests must be made in writing and delivered to Owner or its Agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs in accordance with Civil Code Section 1954 unless otherwise specifically requested, in writing, by Tenant. Owner believes the Premises is in safe and habitable condition until written notice to the contrary is received by Owner.

In the event that Premises is provided with hardwood floors or other non-carpeted floor surfaces, Tenant hereby agrees to keep at least 80% of such areas covered with floor rugs or similar coverings. It is also hereby understood that Tenant shall not change or replace any window coverings or other dressings visible from outside the Premises or building without the prior written consent of Owner.

Tenant acknowledges that the Premises and the building from time to time may require renovations or repair to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building or Premises and may

PREMISES ADDRESS:

438 'c' Tehama

DATE:

7/1/24

Inconvenience Tenant. Owner agrees to do any such work in a manner that is consistent with cost efficiencies, in the least disruptive or intrusive to Tenant, and Tenant agrees that any such work is part of the condition of the rental of the Premises and is contemplated in the amount of rent paid therefor.

21. **ALTERATIONS:** Tenant shall NOT redecorate, paint, refinish floors, or otherwise alter the Premises in any way; Tenant shall not apply adhesive paper to any cabinets, walls, or doors; nor shall Tenant hang any plants, planters or lighting fixtures from ceilings or walls; nor shall Tenant tack, nail, or glue any coverings to floors or walls without prior written consent of Owner. Tenant shall not install nor operate any washing machines, clothes dryers, portable dishwashers, deep-freeze units (or other such appliances), pianos, organs, or outside antennae on the Premises without Owner's prior written consent. No plants, planters or plant boxes may be placed directly on floors, carpets, window ledges or fire escapes.
22. **LOCKS:** Tenant shall NOT change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of Owner. In the event of such installation Tenant shall provide Owner with keys to such lock or device within 48 hours. Once installed, an approved lock may not be removed even when the unit is vacated. Keys to the Premises are the exclusive property of Owner. Tenant shall not consign keys to the Premises to any other person without Owner's written consent. In the event that any keys to the Premises are lost, Tenant shall be liable for the entire cost of all key and lock replacement, at the discretion of Owner, as required for the security of the Premises, the building and its occupants. All keys must be returned to Owner when Tenant vacates, and such return shall designate the actual date and time of termination of tenancy. Tenant shall be charged for the cost of new locks and keys if all keys are not returned.
23. **DAMAGES TO PREMISES:** If the Premises are so damaged by fire, flood or from any other cause which renders it uninhabitable, either party shall have the right to terminate this lease as of the date of damage. Termination shall be made by written notice to the other party, to be given within fifteen days of occurrence of such damage; except that should such damage or destruction occur as a result of the conduct or negligence of Tenant or Tenant's guests, only Owner shall have the right to terminate. Should this right be exercised by either party, rent for the current period shall be pro-rated between the parties as of the date of occurrence of the damage. Any prepaid rent shall be refunded, along with the Security Deposit, to Tenant.
24. **ENTRY AND INSPECTION:** Owner shall have the right to enter the Premises pursuant to California Civil Code Section 1954. Such entry shall not be so frequent as to seriously disturb Tenant's peaceful enjoyment of the Premises. Owner shall give Tenant reasonable notice of its intention to enter the Premises and shall enter only during normal business hours. Normal business hours shall be defined as 7:00 AM to 7:00 PM, Monday through Saturday. If, however, Owner reasonably believes that an emergency exists (such as a fire or flood) which requires immediate entry, such entry may be made without prior notice to Tenant.

If the Premises or the building in which the Premises are located is required by any government agency, lender or insurer to undergo repairs or alterations Tenant agrees to cooperate fully with Owner so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

25. **NOTICES:** Any notice which either party may give, or is required to give, may be given as required by law or by mailing the same by first-class mail to Tenant at the Premises, and to Owner at: 438 'c' Tehama
_____ or such other address designated by Owner.

26. **TERMINATION:** After the expiration of the original term of this Agreement either Owner or Tenant may terminate the tenancy created by this Agreement by giving at least 30 days prior, written notice to the other party. Upon termination Tenant

PREMISES ADDRESS: 7560 Tahoma DATE: 1/1/04

shall completely vacate the Premises and any parking or storage areas; deliver all keys, furnishings, if any, and Premises to Owner in the same condition as received excepting normal wear and tear; and give written notice of Tenant's forwarding address.

Any attempt by Tenant to terminate this rental agreement prior to the end of the original term shall be deemed to be a breach of this agreement and Owner shall be entitled to recover all damages occasioned thereby including leasing commissions, advertising expenses, and utilities maintained to show the unit.

27. **HOLDING OVER:** Tenant agrees to vacate the Premises by 7:00 PM on the termination date of this tenancy. Should Tenant fail to vacate by said time the hold-over shall be presumed to be willful and deliberate and Owner shall be entitled to damages for the hold-over period, plus such other expenses incurred due to breach of this condition of the Agreement.

28. **HOLD HARMLESS:** Owner shall not be liable for any damages or injury to Tenant, or any other person, or to any property, occurring on the Premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his Agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or other damages for which Owner is legally responsible.

29. **INSURANCE:** Owner's insurance does NOT provide for coverage of Tenant's personal belongings or personal liability unless as a direct and proximate result of Owner's negligence. Therefore, Owner strongly urges and recommends to each Tenant that Tenant secure sufficient insurance to protect against losses such as fire, flood, theft vandalism, personal injury or other casualty. Owner will NOT accept liability or responsibility for any losses not caused by its own proximate negligence.

Tenant(s) Initials WCM

30. **LEAD DISCLOSURE:** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that tenants and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Owner has provided Tenant with such information, including, but not limited to, the EPA booklet entitled "Protect Your Family From Lead In Your Home" and the "San Francisco Lead Hazard Notice for pre-1978 Dwellings." Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed as follows: _____

31. **INTERRUPTION OF SERVICES:** Owner shall not be liable to Tenant or to any other person in damages or otherwise, nor shall Owner be in default under this Agreement for any interruption or reduction of utilities or services caused by someone other than Owner.

32. **GENERAL:** The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Violation by Tenant of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. No oral agreements have been entered into. This Agreement shall not be modified unless reduced to writing. Time is of the essence of this Agreement.

33. **NO WAIVER:** No failure of Owner to enforce any term of this Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Owner of any term of this Agreement will not be deemed to be a waiver of any subsequent

PREMISES ADDRESS:

26 15 Tehama St

DATE:

7/1/04

breach of the same or any other term of this Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen the right of the Owner to insist upon performance by Tenant of all the provisions of this Agreement. The subsequent acceptance of rent by Owner will not be deemed to be a waiver of any preceding breach by Tenant of any term of this Agreement regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. Owner's acceptance of a partial payment of rent will not constitute a waiver of Owner's right of the full amount due nor will Owner's acceptance of rent paid late ever constitute a waiver of Owner's right to evict Tenant for habitual late payment of rent.

- 34. **ESTOPPEL CERTIFICATES:** Tenant and each of them, within ten (10) days after notice from Owner, shall execute and deliver to Owner a certificate or statement signed by Tenant and each of them stating such information that may reasonably be requested by Owner, including, but not limited to, the amount of base rent currently paid, Tenant's move-in date, the date of any last rent increase, the identity of furniture or fixtures that belong to Tenant, whether the rent includes any parking space or storage space, and the amount of any security deposit or prepaid rent and whether interest on said deposit has been paid and when. In addition Tenant(s) shall disclose, upon request, any information which Tenant believes would prevent any purchase of the Premises or would prevent Owner or potential owner from moving into the Premises. Failure to deliver the certificate within the ten (10) days shall be a material breach of this Agreement.
- 35. **APPLICATION:** Any Rental Application or related form submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein shall be considered a material breach of this Agreement and may subject Tenant to eviction.
- 36. **HOUSE RULES:** Tenant agrees to abide by any and all house rules, whether made known before or after the date of this Agreement, including, but not limited to, rules with respect to noise, odors, disposal of refuse and use of common areas. Tenant has read, understands and agrees to be bound by the existing House Rules attached to and made part of this Agreement.
- 37. **ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof, or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
- 38. **ENTIRE AGREEMENT:** The foregoing constitutes the entire Agreement between the parties and may be modified only in writing signed by all parties except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

BY SIGNING BELOW TENANT(S) HEREBY ACKNOWLEDGE(S) READING AND UNDERSTANDING THE TERMS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGE(S) RECEIVING A COPY HEREOF:

OWNER:

DATE:

7/1/04

PREMISES ADDRESS: _____ DATE: _____

TENANT Charles dePomery DATE: 7-2-04

TENANT _____ DATE: _____

TENANT _____ DATE: _____

HOUSE RULES

To protect your comfort and privacy, and that of your neighbors, Management has adopted the following rules and regulations concerning your conduct while a Resident of the Premises. Management reserves the right to post changes or additional rules and regulations related to the health, safety and well being of the Residents and the property.

NOISE

1. Tenants shall not make or permit any noise which will disturb other residents. No boisterous play or running in hallways. No slamming doors.
2. Radios, televisions, or any other sound equipment should NEVER be operated to the disturbance of others. Special care should be exercised before 8:00AM and after 10:00PM. Tenants must comply with the directions of Management and Management's determination shall be final.
3. Tenants are responsible for insuring that disturbing noises are not caused by Tenant's family or guests.

**PARKING
(if available)**

4. Tenants shall park in their assigned place ONLY and shall not permit visitors to use parking facilities.
5. Only vehicles may be parked in garage/parking areas.
6. Motorcycles, motor-driven cycles and bicycles, etc., shall not be stored in/on patios, fire escapes, hallways or other non-parking areas.

BUILDING

7. No alteration that will affect the building's appearance, such as the window coverings, shall be permitted without Management's prior written approval.
8. No foil, signs, advertisements, posters or similar displays, except burglary prevention notices, shall be affixed to any door, window or exterior wall without Management's prior approval.
9. Garbage cans, brooms, mops, cardboard boxes and similar articles are to be kept inside the Tenant's premises and out of view. Care shall be exercised that such articles are not stored in such a way as to create a fire or safety hazard.
10. Towels, rugs, clothing and other similar articles are not to be hung from windows, railings or balconies.

LOCKOUTS

11. Tenants should take care not to lock themselves out of their apartments. If Management is required to assist any Tenant in gaining entry to Tenant's apartment on more than one occasion, Management may charge Tenant \$25.00 for each successive lockout or may require Tenant to contract with a professional locksmith.

INSURANCE

12. Tenants are advised to carry sufficient personal insurance on their personal property and to protect them from liability to avoid loss due to fire, flood, theft, personal injury or injury to others, or other casualty. Management and Owner will not be financially responsible for replacement of any items or for Tenant's liability unless as a direct and proximate result of Management's or Owner's negligence.

REFUSE

13. In order to preserve the appearance and cleanliness of your building, Tenants shall take care to prevent waste from dropping or spilling on carpeting, concrete and walkways when disposing of refuse.
14. Tenants are required to cooperate with any recycling programs in effect.
15. Items too large to fit in any trash chute or refuse container must be carried to the area designated by Management.
16. Refuse is to be placed inside designated containers or chutes and doors and lids should not be slammed.
17. Tenants are responsible for the general cleanliness and sanitation of the building. Please keep that in mind at all times.
18. Cardboard boxes and other large refuse should be broken down or folded before being placed in

designated containers.

DELIVERIES

19. Management is not responsible for the delivery or acceptance of, damage to or loss of messages, packages, mail or other material left at the entrances to the building or elsewhere on the premises.

UNIT CARE

20. Before washing or cleaning walls, drapery or carpet, consult Management for the appropriate method or for recommended vendors to perform such work.

21. Tenant shall be responsible for any damage caused by the employment of any improper method or vendor and for the cost of redoing the work or restoring damaged articles or property if the method applied or the vendor employed was unsatisfactory.

22. Installation of air conditioners, ventilators or window screening devices must first have written approval of Management.

23. No painting of any kind is permitted without Management's prior written consent. Any time such permission is given it is expected that the original paint colors will be restored prior to vacancy. Tenant shall be responsible for any costs involved in such repainting.

24. Any accessories such as towel bars, coat hooks or built-in closet shelves may not be added without Management's prior written consent. Once installed they may not be removed even upon vacancy of the unit.

25. Garbage disposals and other plumbing facilities must be used only for the purpose for which they were designed and constructed.

WALL

HANGINGS

26. Adhesive picture hangers of any kind are prohibited. Picture hangers employing a thin nail or pin are permitted.

27. However, Tenant is responsible for the cost of any repairs or painting required as a result of the hanging of pictures or other objects.

LAUNDRY

FACILITIES

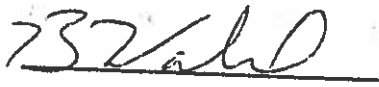
(If available)

28. Heavy articles are not allowed in the laundry machines or dryers.

29. Please remove contents from machine promptly when cycle is complete.

30. Management assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein.

Acknowledged:

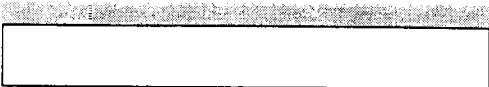


Tenant



Tenant

Tenant



RECEIVED

SEP 04 2019

CITY & COUNTY OF S.F. PLANNING DEPARTMENT PIC

DISCRETIONARY REVIEW PUBLIC (DRP)

APPLICATION

Discretionary Review Requestor's Information

Name: Jessica Alexandra (on behalf of San Francisco Tenants Union)
Address: 235 Montgomery Street, Suite 970, San Francisco, CA 94104
Email Address: jessica@jalexandralaw.com
Telephone: 415.500.6089

Information on the Owner of the Property Being Developed

Name: Steven Boulianne
Company/Organization:
Address: 1079 14th Street, San Francisco, CA
Email Address: stevebouliane@gmail.com
Telephone: 415.786.3134

Property Information and Related Applications

Project Address: 436-438 Tehama Street
Block/Lot(s): 3732/106
Building Permit Application No(s): 2018-0628.3202

ACTIONS PRIOR TO A DISCRETIONARY REVIEW REQUEST

Table with 3 columns: PRIOR ACTION, YES, NO. Rows include: Have you discussed this project with the permit applicant? (checked), Did you discuss the project with the Planning Department permit review planner? (checked), Did you participate in outside mediation on this case? (checked).

Changes Made to the Project as a Result of Mediation. If you have discussed the project with the applicant, planning staff or gone through mediation, please summarize the result, including any changes that were made to the proposed project.

The parties met with the project architect, Francisco Matos, at the property to discuss possible alterations to the plans. However, the property owner was unwilling to compromise his plans. Instead, the property owner does not acknowledge that his tenants are entitled to certain housing rights at the property pursuant to the San Francisco Rent Ordinance.



DISCRETIONARY REVIEW PUBLIC (DRP)

APPLICATION PACKET

Pursuant to Planning Code Section 311, the Planning Commission may exercise its power of Discretionary Review over a building permit application.

For questions, call 415.558.6377, email pic@sfgov.org, or visit the Planning Information Center (PIC) at 1660 Mission Street, First Floor, San Francisco, where planners are available to assist you.

Please read the [Discretionary Review Informational Packet](#) carefully before the application form is completed.

WHAT TO SUBMIT:

- Two (2) complete applications signed.
- A Letter of Authorization from the DR requestor giving you permission to communicate with the Planning Department on their behalf, if applicable.
- Photographs or plans that illustrate your concerns.
- Related covenants or deed restrictions (if any).
- A digital copy (CD or USB drive) of the above materials (optional).
- Payment via check, money order or debit/credit for the total fee amount for this application. (See [Fee Schedule](#)).

feewaiver app

HOW TO SUBMIT:

To file your Discretionary Review Public application, please submit in person at the Planning Information Center:

Location: 1660 Mission Street, Ground Floor
San Francisco, CA 94103-2479

Español: Si desea ayuda sobre cómo llenar esta solicitud en español, por favor llame al 415.575.9010. Tenga en cuenta que el Departamento de Planificación requerirá al menos un día hábil para responder

中文: 如果您希望獲得使用中文填寫這份申請表的幫助, 請致電415.575.9010。請注意, 規劃部門需要至少一個工作日來回應。

Tagalog: Kung gusto mo ng tulong sa pagkumpleto ng application na ito sa Filipino, paki tawagan ang 415.575.9010. Paki tandaan na mangangailangan ang Planning Department ng hindi kukulangin sa isang araw na pantrabaho para makasagot.

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.

See Exhibit A

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.

See Exhibit A

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?

See Exhibit A

DISCRETIONARY REVIEW REQUESTOR'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

a) The undersigned is the DR requestor or their authorized representation.



Signature

Jessica Alexandra

Name (Printed)

DR Requester

415.500.6089

jessica@jalexandralaw.com

Relationship to Requestor
(i.e. Attorney, Architect, etc.)

Phone

Email

For Department Use Only

Application received by Planning Department:

By: _____

Date: _____

EXHIBIT A
TO DESIGN REVIEW APPLICATION
SUBMITTED BY BRYON WAIBEL/CLARKE DE MORNAY
(Re Permit Application No. 2018.0628.3202)

Background

The Design Review applicant is submitting this application for tenants, Bryon Waibel and Clarke de Mornay, long-term residential tenants of 436B Tehama Street, San Francisco. Their residential unit is subject to the provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance, Chapter 37, San Francisco Administrative Code (the "Rent Ordinance").

Under Permit Application No. 2018.0628.3202 at issue here, the property owner intends to convert the ground floor garage and storage areas of the subject property into two new ADUs. The plans submitted by the property owner reduce the open space in the rear yard below the minimum allowed, eliminate the tenants' housing services without a just cause and misrepresent the current placement of the garbage receptacles.

1. *What are the reasons for requesting Discretionary Review? What are the exceptional and extraordinary circumstances that justify Discretionary Review? How does the project conflict with the City's General Plan or the Planning Code's Priority Policies or Residential Design Guidelines?*

DR Applicants are seeking discretionary review because the property owner's application to build ADUs at the subject property violates and conflicts with the tenants' rights to certain housing services guaranteed by section 37.2, subdivision (r) of the Rent Ordinance. These housing services consist of a garden in the rear of the subject property, which the tenants have been tending for close to two decades, and storage in the garage that they have had since the inception of their tenancy. They do not agree to give up these services voluntarily. Moreover, removing these services would be a violation of the terms of the tenants' tenancy at the property.

Section 37.2, subdivision (r) states, in part:

(r) Rental Units. All residential dwelling units in the City and County of San Francisco together with the land and appurtenant buildings thereto, and all housing services, privileges, furnishings and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities.

Garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, or gardens on the same lot, or kitchen facilities or lobbies in single room occupancy (SRO) hotels, supplied in connection with the use or occupancy of a unit, may not be severed from the tenancy by the landlord without just cause as required by Section 37.9(a).

The property owner has aggressively attempted to sever the these tenants' housing services several times in the past without a just cause. In 2018, these tenants filed two separate Reports of Alleged Wrongful Severance of a Housing Service at the Rent Board. Accordingly, the Rent Board issued Memoranda to the property owner, warning him that he required a just cause before attempting to sever his tenants' housing services. Nonetheless, starting in May 2019, the property owner again began sending emails to the tenants notifying them that he needed them to remove their garden. He did not even bother to mention the loss of storage space.

The issuance of a permit does not constitute a just cause. As such, DR Applicant is requesting that the Planning Commission not condone the property owner's attempts to bypass the Rent Ordinance to remove the housing services of long-term SoMA tenants.

Housing Element Objective 11 of the General Plan states that it is an objective of the City to "Support and Respect the Diverse and Distinct Character of San Francisco's Neighborhoods." Policy 11.3 under that Objective is to "[e]nsure growth is accommodated without substantially and adversely impacting existing residential neighborhood character." Removing the garden at the subject property to facilitate the construction of ADUs would contribute to the diminishing diversity and character of this neighborhood. Moreover, the elimination of the garden is not even necessary to construct the ADUs—it is simply something the property owner finds expendable. The garden is available to all tenants at the subject property and is admired by many neighbors and others in San Francisco. The tenants are the last long-term residents of the subject property, with other tenants having lived there for less than two years.

Objective 5.2 of the East SoMA (South of Market) Area Plan identifies the importance of maintaining "high quality private open space" as "another tool for making East SoMA greener". As part of the City's objectives it has highlighted the need via Policy 5.2.3 to "[e]ncourage private open space to be provided as common spaces for residents and workers of the building wherever possible."

Objective 5.4 of the East SoMA (South of Market) Area Plan highlights the significance of "strengthen[ing] the environmental quality of the neighborhood by "encouraging on-site infiltration". Clearly, eliminating a garden would have the opposite impact.

Priority Policy 2 of section 101.1, subdivision (b), of the San Francisco Planning Code provides "[t]hat existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods[.]" For the reasons discussed with respect to Housing Element Objectives 11 and Objectives 5.2 and 5.4 of the East SoMA (South of Market) Area Plan above, removing the garden would contribute to the erosion of the cultural diversity of SOMA, as well as violate the City's objectives of expanding and improving the greening of private open space in the neighborhood.

Priority Policy 3 of section 101.1, subdivision (b), of the San Francisco Planning Code provides "[t]hat the City's supply of affordable housing be preserved and enhanced[.]" For the reasons discussed with respect to Housing Element Objective 2 above, permitting the property owner to eliminate the garden at the subject property diminishes our City's affordable housing by forcing out long-term tenants.

2. *Explain how this project would cause unreasonable impacts...to your property and/or the properties of others.*

See above.

3. *Explain how this project would cause unreasonable impacts...to your property and/or the properties of others.*

The residents of the subject property would be deprived a vital green space in exchange for bike storage and garbage receptacles, both of which are currently housed in the garage and in the rear set back. The removal of the garden space does not enhance the subject property or fit the City's General Plan or more specific East SoMA (South of Market) Area Plan.

- (i) Modify the proposed plans to disallow the property owner from removing the garden from the subject property. There is no lawful reason to eliminate it and it is not essential to the property owners' plans.
- (ii) Modify the proposed plans to provide for in-building garbage room, storage area and bike storage area by removing one of the proposed bedrooms and reducing the size of the bathroom.



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

<p>Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.</p>	<p>本項公告可能會影響您身為房東或房客的權利。 如果您需要協助來了解本項公告，請致電 415-252-4602。</p>	<p>Posibleng maapektuhan ng abisong ito ang inyong mga karapatan bilang nagpapaupa (landlord) o umuupa (tenant). Kung kailangan ninyo ng tulong upang maintindihan ang abisong ito, pakitawagan ang 415-252-4602.</p>
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MEMORANDUM

TO:

Bryon C. Waibel
436 Tehama Street #B
San Francisco, CA 94103
(Tenant Petitioner)

Steve Boullianne
1079 14th Street
San Francisco, CA 94114
(Landlord Respondent)

Jessica Alexandra
235 Montgomery Street, Suite 970
San Francisco, CA 94104
(Tenant Attorney)

FROM: Van Lam, Eviction Unit (252-4602)

DATE: 9/12/2018

RE: Notice of Receipt of Alleged Wrongful Severance of Housing Service Pursuant to Ordinance Section 37.2(r)

CASE NO: E181840

PROPERTY: 436 Tehama Street, #B

This memorandum acknowledges receipt of a Report of Alleged Wrongful Severance based on the severance or removal of a housing service.

Effective August 8, 2006, Section 37.2(r) of the Rent Ordinance was amended to require landlords to have a "just cause" reason under Section 37.9(a) in order to remove or sever any of the following housing services from a tenancy: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, or gardens on the same lot, or kitchen facilities or lobbies in single room occupancy (SRO) hotels. In addition, the landlord must reduce the tenant's rent by a commensurate amount based on the decrease in housing services. Following removal or severance of a housing service, either the landlord or the tenant may file a petition at the Rent Board to determine the amount of the corresponding rent reduction.

The Report of Alleged Wrongful Severance filed by your tenant indicates that the notice to sever the housing service is defective because it either fails to state a "just cause" reason for severance or removal of the housing service or the landlord has failed to meet the "just cause" requirements for severance or removal of a housing service. Any dispute concerning "just cause" will have to be determined by a court.

IT IS STRONGLY RECOMMENDED THAT THE LANDLORD SEEK LEGAL ADVICE BEFORE SEVERING OR REMOVING ANY HOUSING SERVICE SPECIFIED IN ORDINANCE SECTION 37.2(r).

*If you have any questions regarding this case, please contact Van Lam at 252-4602.
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*



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

Date: 9/12/18

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

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

Posibleng maapektuhan ng abisong ito ang inyong mga karapatan bilang nagpapapa (landlord) o umuupa (tenant). Kung kailangan ninyo ng tulong upang maintindihan ang abisong ito, pakitawagan ang 415-252-4602.

ATTACHMENT

**IN RE: 436 TEHAMA STREET, #B
CASE NO. E181840**

This memorandum updates and acknowledges the receipt of a Report of Alleged Wrongful Severance based on the removal of both garden space and storage space.

In the written communications submitted with the Report of Alleged Wrongful Severance it appears that the request for severance may be being made due to seismic retrofit work. Chapter 65A of the San Francisco Administrative Code outline the 30 day notice process and compensation requirements to temporary sever specified housing services during mandatory seismic work required by building code Chapter 34B. A complete copy of Chapter 65A is being provided with this notice.



MEMORANDUM

TO: Steve Boullianne

FROM: Van Lam, Eviction Unit (252-4646) *VL*

DATE: September 7, 2018

RE: Notice of Receipt of Alleged Wrongful Severance of Housing Service Pursuant to Ordinance §37.2(r)

CASE NO: E181840

PROPERTY: 436 Tehama Street

This memorandum acknowledges receipt of a Report of Alleged Wrongful Severance based on the severance or removal of housing services: **garden**.

Effective August 8, 2006, Section 37.2(r) of the Rent Ordinance was amended to require landlords to have a "just cause" reason under Section 37.9(a) in order to remove or sever any of the following housing services from a tenancy: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, or gardens on the same lot, or kitchen facilities or lobbies in single room occupancy (SRO) hotels. In addition, the landlord must reduce the tenant's rent by a commensurate amount based on the decrease in housing services. Following removal or severance of a housing service, either the landlord or the tenant may file a petition at the Rent Board to determine the amount of the corresponding rent reduction.

The Report of Alleged Wrongful Severance filed by your tenant indicates that the notice to sever the housing service is defective because it either fails to state a "just cause" reason for severance or removal of the housing service or the landlord has failed to meet the "just cause" requirements for severance or removal of a housing service. Any dispute concerning "just cause" will have to be determined by a court.

IT IS STRONGLY RECOMMENDED THAT THE LANDLORD SEEK LEGAL ADVICE BEFORE SEVERING OR REMOVING ANY HOUSING SERVICE SPECIFIED IN ORDINANCE SECTION 37.2(r).

Cc: Bryon Waibel
Jessica Alexandra

DISCRETIONARY REVIEW (DRP)



Project Information

Property Address: 436 Tehama Street

Zip Code: 94103

Building Permit Application(s): 2018-0628-3202

Record Number:

Assigned Planner: David Winslow

Project Sponsor

Name: Happy Camper LLC

Phone: (415) 362-2922

Email: happycamperinquiries@gmail.com

Required Questions

1. Given the concerns of the DR requester and other concerned parties, why do you feel your proposed project should be approved? (If you are not aware of the issues of concern to the DR requester, please meet the DR requester in addition to reviewing the attached DR application.)
 1. Tenant has personal affects and potted plants in the common areas which need to be removed during this project, per 65a.
 2. Architect has allotted for new storage location according to agreement in tenant lease.
2. What alternatives or changes to the proposed project are you willing to make in order to address the concerns of the DR requester and other concerned parties? If you have already changed the project to meet neighborhood concerns, please explain those changes and indicate whether they were made before or after filing your application with the City.

Architect has allocated storage for tenant in ADU redesign.
3. If you are not willing to change the proposed project or pursue other alternatives, please state why you feel that your project would not have any adverse effect on the surrounding properties. Include an explanation of your needs for space or other personal requirements that prevent you from making the changes requested by the DR requester.

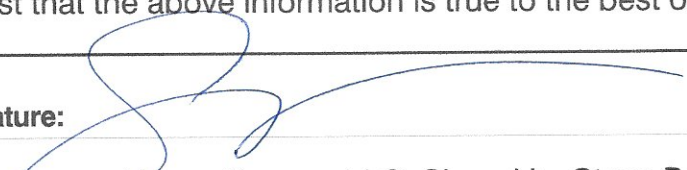
Plans submitted allocate for potted plants, personal affects, and storage as per lease.

Project Features

Please provide the following information about the project for both the existing and proposed features. **Please attach an additional sheet with project features that are not included in this table.**

	EXISTING	PROPOSED
Dwelling Units (only one kitchen per unit - additional kitchens count as additional units)	6	7
Occupied Stories (all levels with habitable rooms)	3	4
Basement Levels (may include garage or windowless storage rooms)	0	0
Parking Spaces (Off-Street)	2	0
Bedrooms	10	13
Height	50ft	50ft
Building Depth	56ft	56ft
Rental Value (monthly)	10k	13k
Property Value	2.1m	3m

I attest that the above information is true to the best of my knowledge.

Signature: 	Date: 5/20/20
Printed Name: Happy Camper LLC, Signed by Steve Boullianne	<input checked="" type="checkbox"/> Property Owner <input type="checkbox"/> Authorized Agent

If you have any additional information that is not covered by this application, please feel free to attach additional sheets to this form.

436-438 TEHAMA STREET

San Francisco, CA 94105

6UnitsOnTehama.com

PROJECT SUMMARY | Offered at \$1,928,000



The building has six one bedroom units, with two mirror image units per floor.

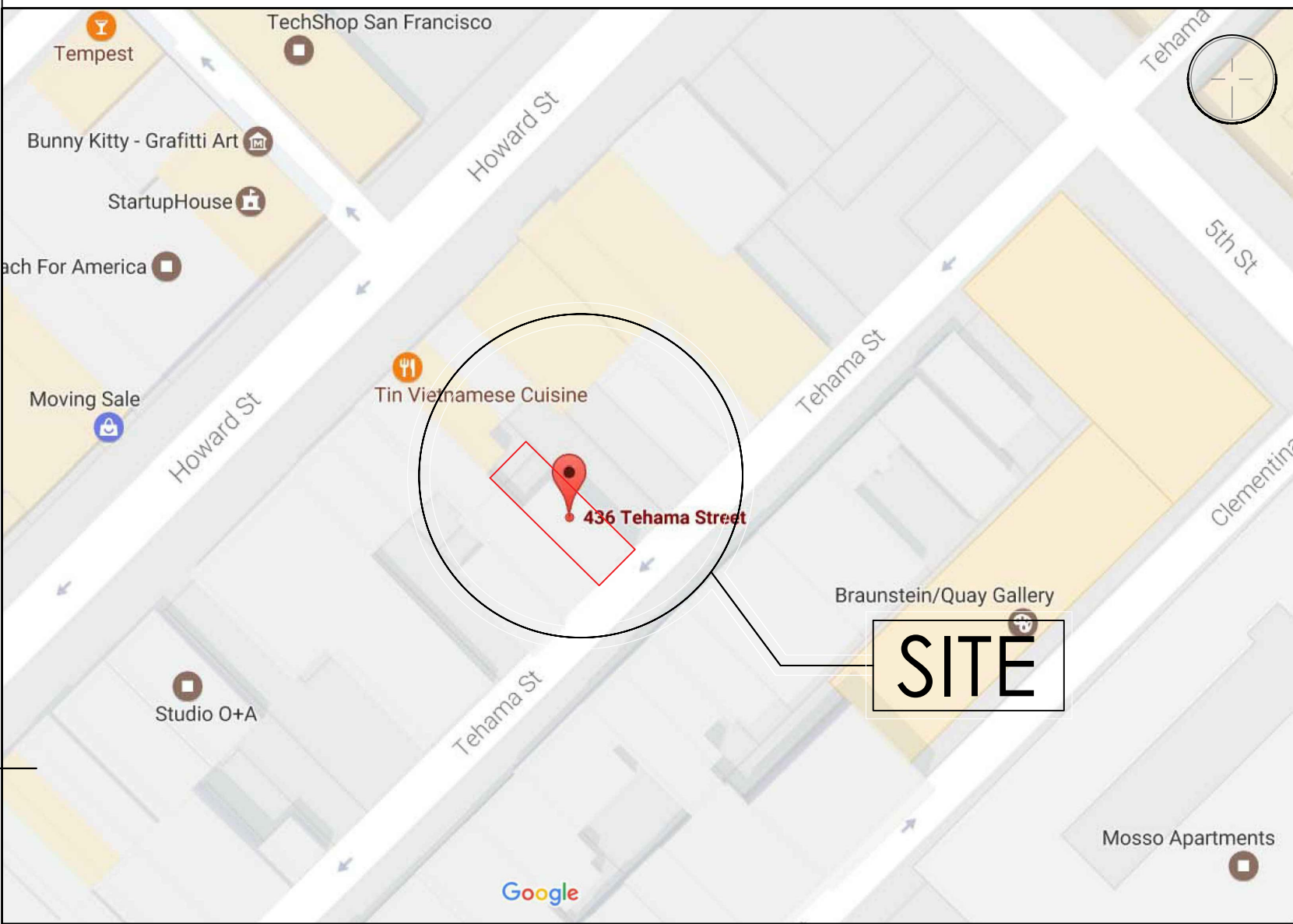
On the vacant top floor, the two one bedrooms have been merged to form a three bedroom/two bathroom + office "owner's unit" with windows on all sides, views of the city skyline, in-unit laundry and a remodeled kitchen.

On the second floor, a third unit is vacant that could easily be joined to the top floor for a grand-scale owner's unit. The three remaining units are tenant occupied at below market rents with significant future upside. Two private garages are rented month to month to a resident of a neighboring building. The backyard is a stunning oasis lovingly cared for by one of the tenants but enjoyed by all the residents in the building.

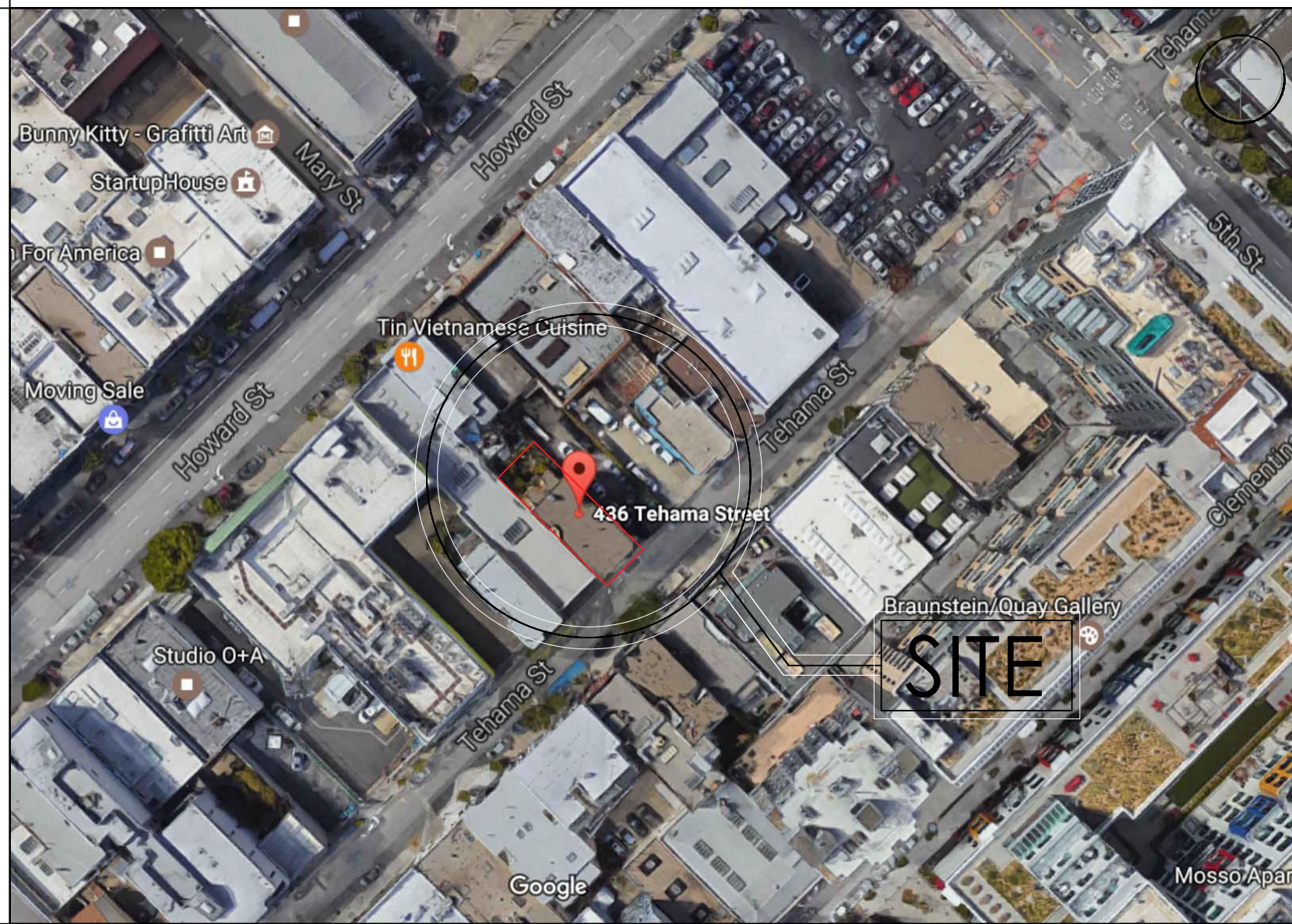
Approximately 50% of the building, or approximately 1800 square feet, is available for an owner user or new tenants. If vacant units were rented, GRM would be an attractive 13.79 with total income of \$139,848 annually.

- ADDRESS:** 436-438 Tehama Street
- LOCATION:** Tree lined street in Central SOMA with a Walkscore of 97, Transit Score of 100 and a Bike Score of 96.
- WATER:** Master metered
- ELECTRIC & GAS:** Separate meters, utility paid by tenant
- HEATING:** Individual gas units in each apartment
- FOUNDATION:** Concrete perimeter
- EXTERIOR:** Classic redwood siding
- FLOORING:** Softwood, linoleum and tile
- PARKING:** Two private garages
- STORAGE:** Ample ground level storage delivered more than 50% vacant.
- RECEIVED SOFT STORY LETTER:** Yes. Preliminary screening form filed with city. Estimate available for \$78,960 to complete work.
- APN:** 3732-106
- UNIT MIX:** 4 – 1 BR/1 BA + office
1 – 3 BR/2 BA + office which is legally two one bedrooms that were joined without the benefit of permit. 3rd bedroom does not have a closet and the 2nd kitchen was removed.

LOCATION PLAN



AERIAL VIEW



SOFT STORY RETROFIT

436 TEHAMA ST, SAN FRANCISCO, CALIFORNIA 94103

BLOCK/LOT: 3732/106

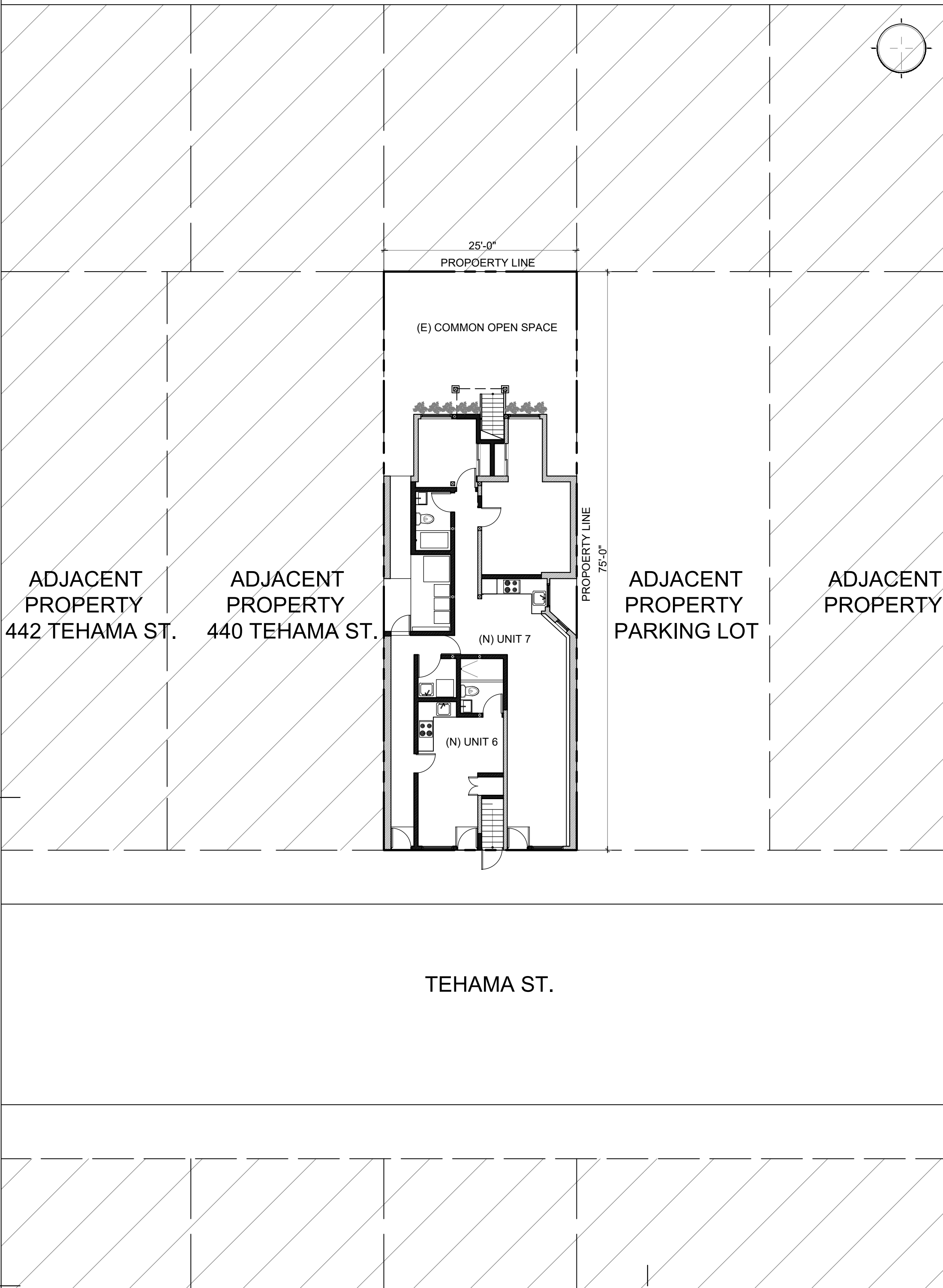
PROJECT SUMMARY

- REINFORCE (E) GROUND FLOOR STRUCTURE.
- CONVERT (E) GARAGE AND (E) STORAGE TO 2 (N) DWELLING UNITS AT GARAGE FLOOR.
- RELOCATE EXIT CORRIDOR AT GROUND FLOOR.

DRAWING INDEX

00 - GENERAL	
G-000	TITLE, COVER SHEET & SHEET INDEX
G-001	PHOTOGRAPHS
G-002	TITLE 24
G-003	TITLE 24
ARCHITECTURAL DRAWINGS	
AB-101	EXISTING FLOOR PLANS
AB-102	THIRD FLOOR-ORIGINAL & AS-BUILT
A-100	PROPOSED GARAGE FLOOR PLAN
A-200	EXISTING AND PROPOSED FRONT ELEVATIONS
A-201	EXISTING AND PROPOSED REAR ELEVATIONS
A-300	EXISTING AND PROPOSED SECTION

PROPOSED SITE PLAN SCALE: 1/8" = 1'-0"



CODE ANALYSIS

NOTE:
ALL WORK SHALL BE IN COMPLIANCE WITH ALL APPLICABLE LOCAL AND STATE LAWS AND REGULATIONS INCLUDING THE FOLLOWING:

APPLICABLE NOTES:

2016 EDITION OF TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)
2016 California Residential Code (CRC)
2016 California Plumbing Code (CPC)
2016 California Mechanical Code (CMC)
2016 California Electrical Code (CEC)
2016 California Energy Code AKA Energy Efficiency Standards (EES)
2016 California Green Building Standards Code

PROJECT DIRECTORY

NAME TITLE COMPANY	ADDRESS City, ST Zip	PHONE, MOBILE, FAX, E MAIL
Francisco Matos -Architect Architect-SF	1390 MARKET ST. SAN FRANCISCO, CA 94102	Tel: (415) 519-4954 Email: francisco@architect-sf.com Web: http://www.architect-sf.com/
	436 TEHAMA ST., SAN FRANCISCO, CA 94103	Tel: Email:

BUILDING INFORMATION

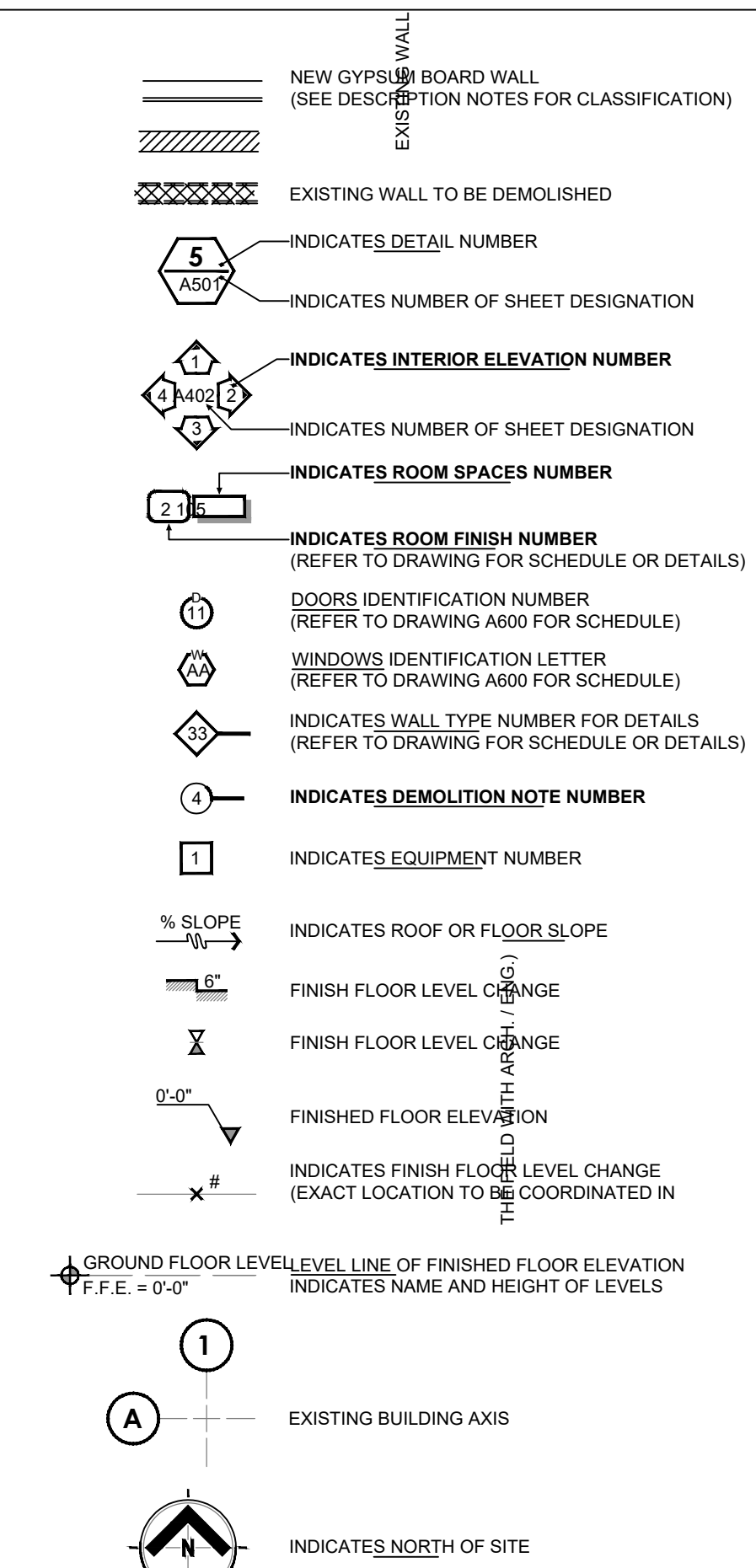
BUILDING INFORMATION	
CONSTRUCTION TYPE	V-B
(E) BUILDING AREA	3,600 SF
(N) ADDITION	1,023 SF
(N) BUILDING AREA	4,623 SF
NUMBER OF STORIES	3
BUILDING HEIGHT	15'-10"
YEAR BUILT	1907
USE	APARTMENT 5 TO 14 UNITS
OCCUPANCY GROUP	R-2

ZONING INFORMATION	
PARCEL AREA	1,875 SF
ZONING DISTRICT	MUR
HEIGHT & BULK	45-X
HISTORIC RESOURCE STATUS	C

GENERAL NOTES

- CONTRACTOR SHALL VISIT THE SITE AND ACQUAINT THEMSELVES WITH THE CONDITIONS AS THEY ACTUALLY EXIST AND VERIFY LOCATIONS, CONDITIONS AND DETAILS REQUIRED TO COMPLETE THE WORK.
- DISPOSAL SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT LAWS AND REGULATIONS.
- THE CONTRACTOR SHALL USE MATERIALS THAT ARE COMPATIBLE TO EXISTING MATERIALS AND COMPLY WITH APPLICABLE REGULATIONS. BEFORE PROCEEDING, EXAMINE THE SURFACES TO BE MODIFIED AND THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. IF UNSAFE OR OTHERWISE UNSATISFACTORY CONDITIONS ARE ENCOUNTERED, TAKE CORRECTIVE ACTION BEFORE PROCEEDING WITH THE WORK. CUT USING SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING AND CHOPPING. RESTORE FINISHES OF PATCHED AREAS AND, WHERE NECESSARY, EXTEND FINISH RESTORATION INTO ADJOINING SURFACES.
- ALL MATERIAL SHALL BE INSTALLED WITH THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION AND IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER.
- THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AT THE SITE AND SHALL VERIFY ALL MEASUREMENTS.
- EXISTING OPENING FRAME SHALL REMAIN UNALTERED. ALL NEW WINDOWS OR DOORS SHALL FIT THE EXISTING ROUGH OPENING.
- PERFORM ALL WORK IN A WORKMANLIKE MANNER. CONTRACTOR TO REPLACE OR REPAIR ANY DAMAGE TO EXISTING AREAS TO REMAIN, AS DETERMINED BY THE OWNER.

SYMBOLS LEGEND:



Francisco J. Matos, Architect
License C34078
a. 1390 Market St.
San Francisco, CA 94102
p.: (415) 519-4954
e.: francisco@architect-sf.com
w.: www.architect-sf.com

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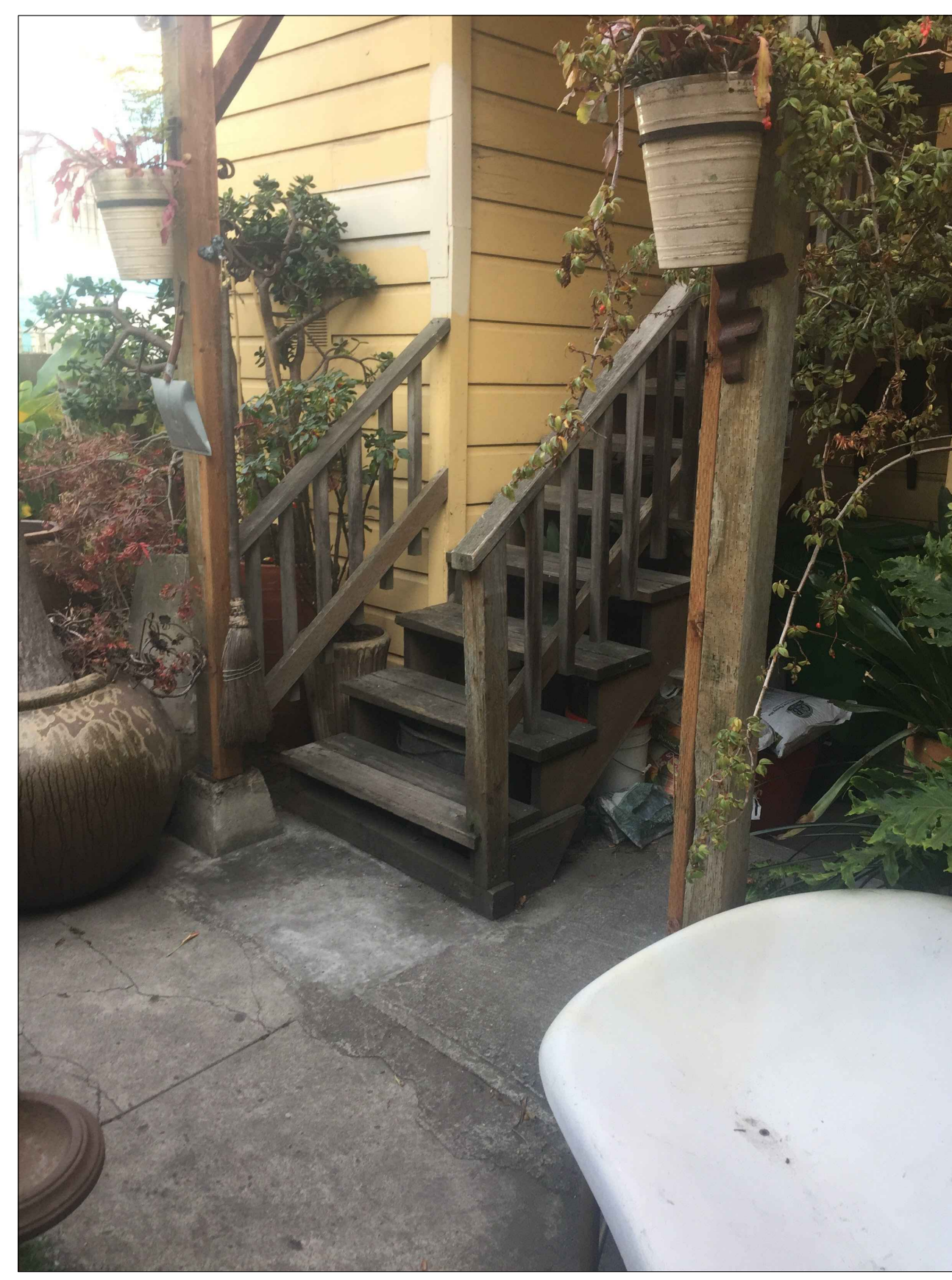
Revisions	
Number	Date

SHEET INFO	
Project No.	Set Date
Drawn by	Dwg. Date

Project Title:
SOFT STORY RETROFIT
436 TEHAMA ST, SAN FRANCISCO, CA. 94103
BLOCK/LOT: 3732/106

Drawing Title:
G000

Sheet:
TITLE, COVER SHEET AND INDEX



Sheet:

Project Title:
SOFT STORY RETROFIT
 436 TEHAMA ST., SAN FRANCISCO, CA. 94103
 BLOCK/LOT: 3732/106

G001

Drawing Title:

PHOTOGRAPHS

Revisions

Number	Date	Description

SHEET INFO.

Project No.:
 Set Date:
 Drawn by:
 Dwg. Date:



Francisco J. Matos, Architect
 License C34076
 a.: 1390 Market St.
 San Francisco, CA 94102
 p.: (415) 519-4954
 e.: francisco@architect-sf.com
 w.: www.architect-sf.com

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EXISTING UNITS	
GARAGE LEVEL	0
FIRST FLOOR PLAN	2 UNITS 524 SQFT. EACH
SECOND FLOOR PLAN	2 UNITS 524 SQFT. EACH
THIRD FLOOR PLAN	1 UNITS 1,064 SQFT. EACH
TOTAL UNITS	5
PROPOSED UNITS	
*NEW GROUND LEVEL	UNIT 6: 169SQFT. UNIT 7: 730SQFT.
FIRST FLOOR PLAN	2 UNITS 524 SQFT. EACH
SECOND FLOOR PLAN	2 UNITS 524 SQFT. EACH
THIRD FLOOR PLAN	1 UNITS 1,064 SQFT. EACH
TOTAL UNITS	7


DEMOLITION GENERAL NOTES:

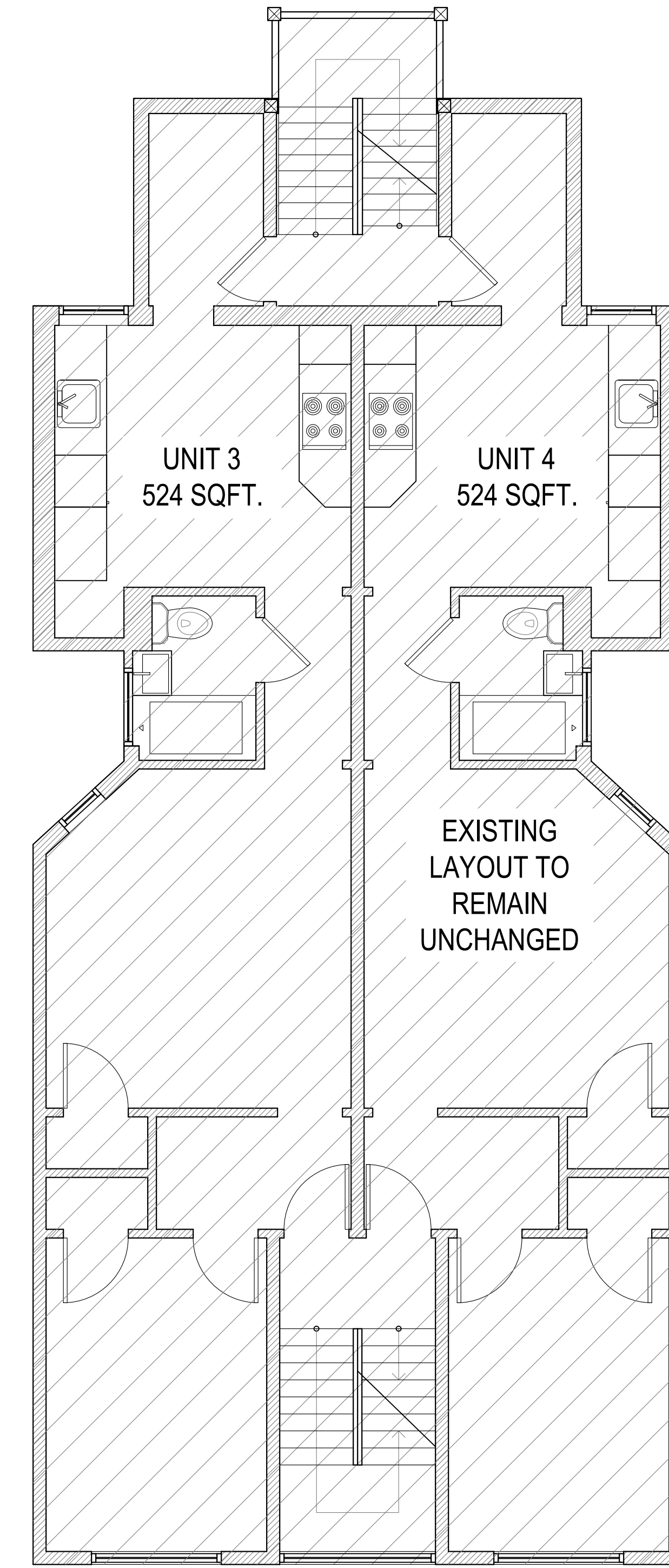
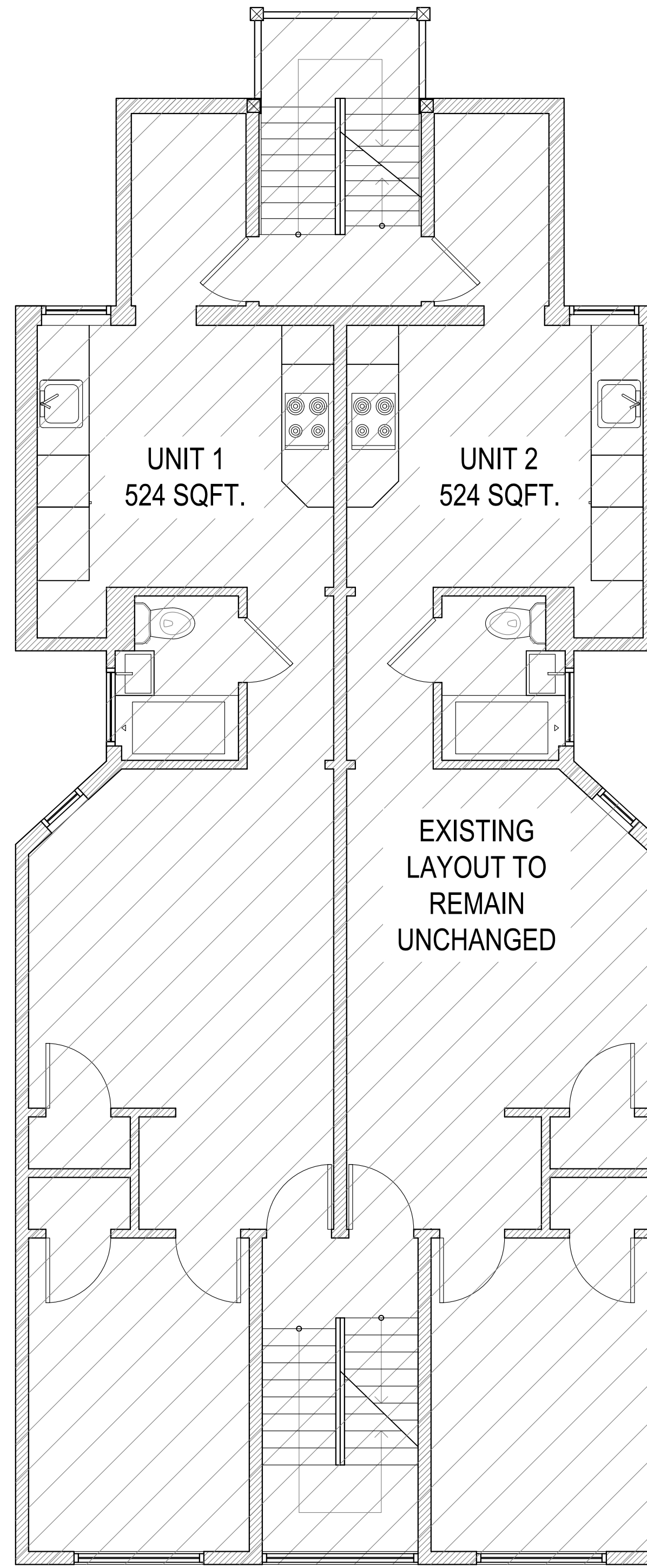
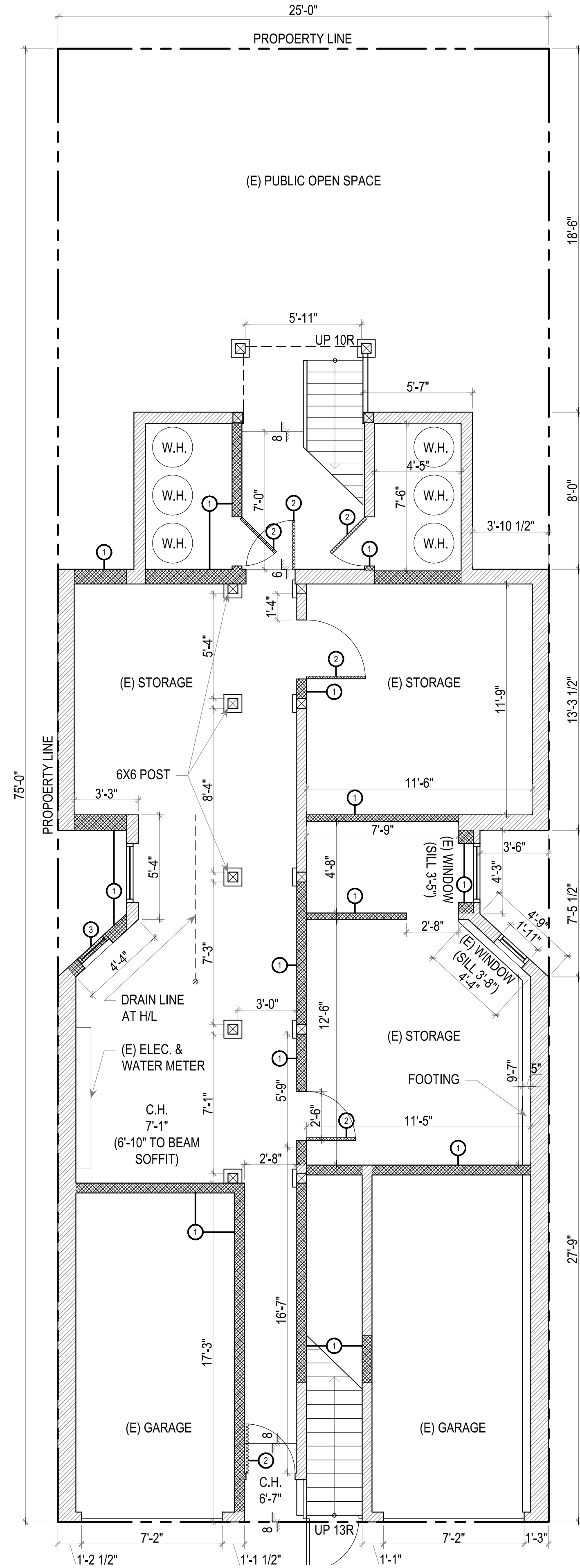
- CONTRACTOR SHALL VISIT THE SITE AND ACQUAINT HIMSELF WITH THE CONDITIONS AS THEY ACTUALLY EXIST AND VERIFY LOCATIONS, CONDITIONS AND DETAILS REQUIRED TO COMPLETE THE WORK.
- DISPOSAL SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL LAWS.
- THE CONTRACTOR SHALL USE MATERIALS THAT ARE COMPATIBLE TO EXISTING MATERIALS AND COMPLY WITH APPLICABLE REGULATIONS. BEFORE PROCEEDING, EXAMINE THE SURFACES TO BE MODIFIED AND THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. IF UNSAFE OR OTHERWISE UNSATISFACTORY CONDITIONS ARE ENCOUNTERED, TAKE CORRECTIVE ACTION BEFORE PROCEEDING WITH THE WORK. CUT USING SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING AND CHOPPING. RESTORE FINISHED OF PATCHED AREAS AND, WHERE NECESSARY, EXTEND FINISH RESTORATION INTO ADJOINING SURFACES.
- ALL REMOVAL SHALL BE PERFORMED WITH THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION AND IN ACCORDANCE WITH STANDARDS.
- AS-BUILT INFORMATION WAS OBTAINED FROM OWNER-PROVIDED DRAWINGS. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AT THE SITE AND SHALL VERIFY ALL MEASUREMENTS.
- PERFORM ALL WORK IN A WORKMANLIKE MANNER. CONTRACTOR TO REPLACE OR REPAIR ANY DAMAGE TO EXISTING AREAS TO REMAIN AS DETERMINED BY THE OWNER. SALVAGE ALL REMOVED ITEMS, SUCH AS LIGHTING FIXTURES, TO BE DISPOSED AS PER OWNER REQUEST.

DEMOLITION NOTES:

- ① (E) WALL TO BE DEMOLISHED
- ② (E) DOOR TO BE DEMOLISHED
- ③ (E) WINDOW TO BE DEMOLISHED
- ④ (E) SLIDING GLASS DOOR

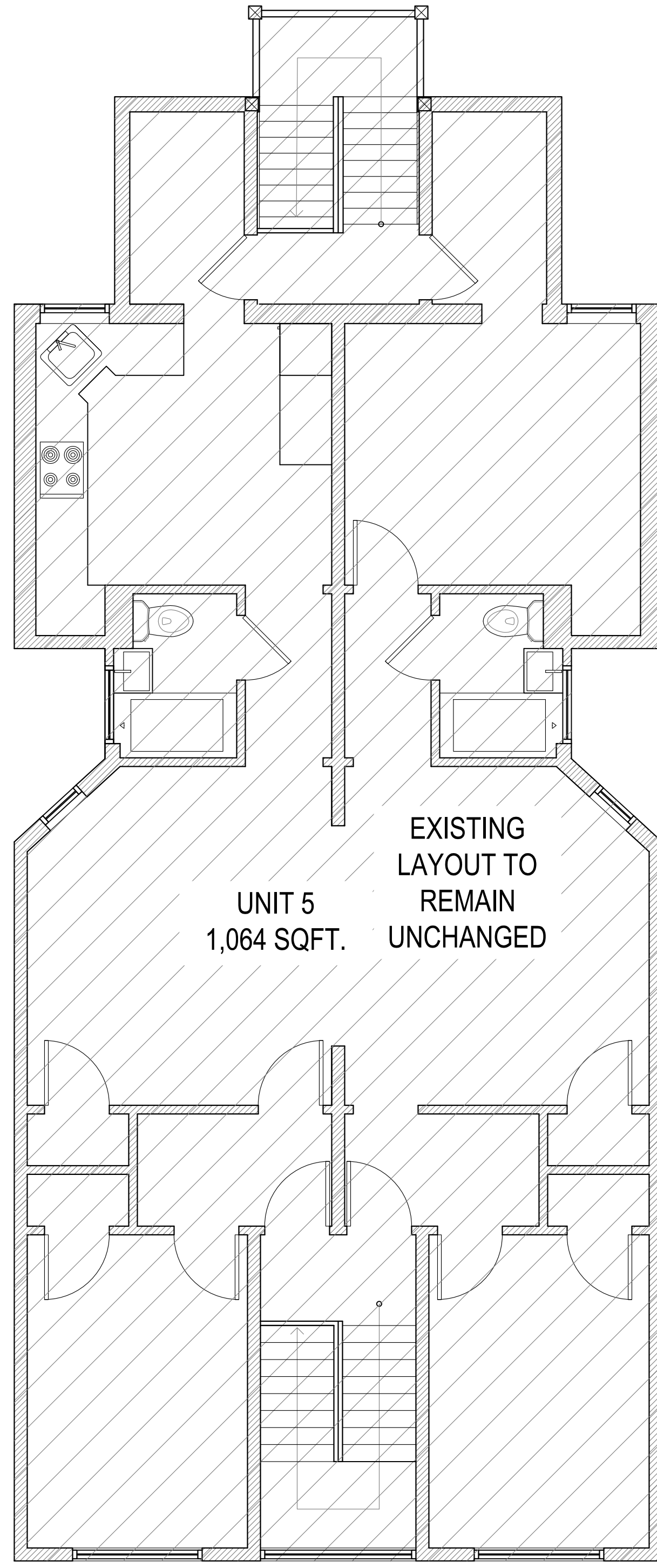
DEMOLITION LEGEND:

 TO BE DEMOLISHED OR MODIFIED.

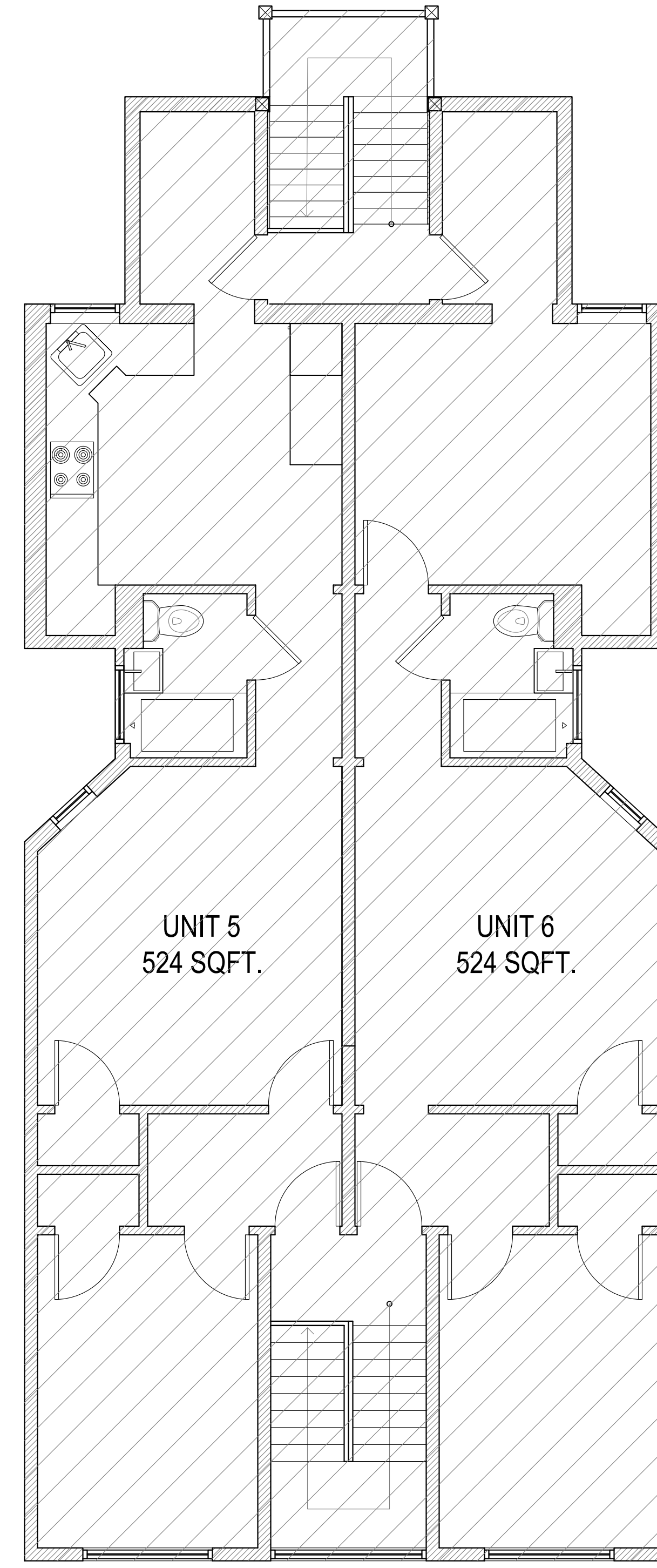


SHEET INFO.	
Project No.:	
Set Date:	
Drawn by:	
Draw Date:	

Revisions	Date	Description
Number		



EXISTING THIRD FLOOR PLAN (MERGE)
SCALE: 1/4"=1'-0"



EXISTING THIRD FLOOR PLAN (PRE MERGE)
SCALE: 1/4"=1'-0"

Sheet:

AB102

Project Title:

SOFT STORY RETROFIT
436 TEHAMA ST., SAN FRANCISCO, CA. 94103
BLOCK/LOT: 3732/106

Drawing Title:

THIRD FLOOR-ORIGINAL & AS BUILT

Revisions

Number	Date	Description

SHEET INFO.

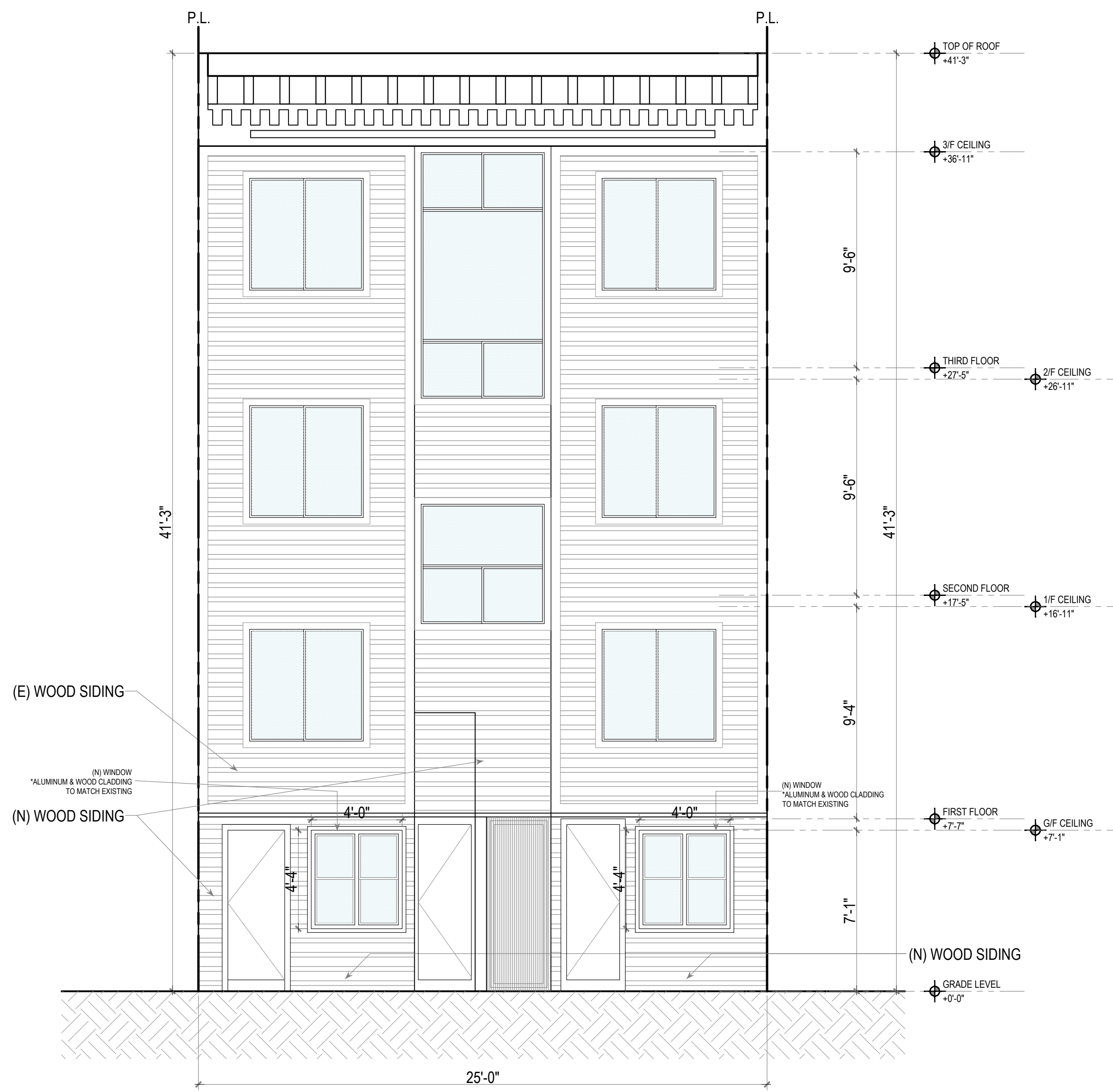
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Drawn by:
Dwg. Date:



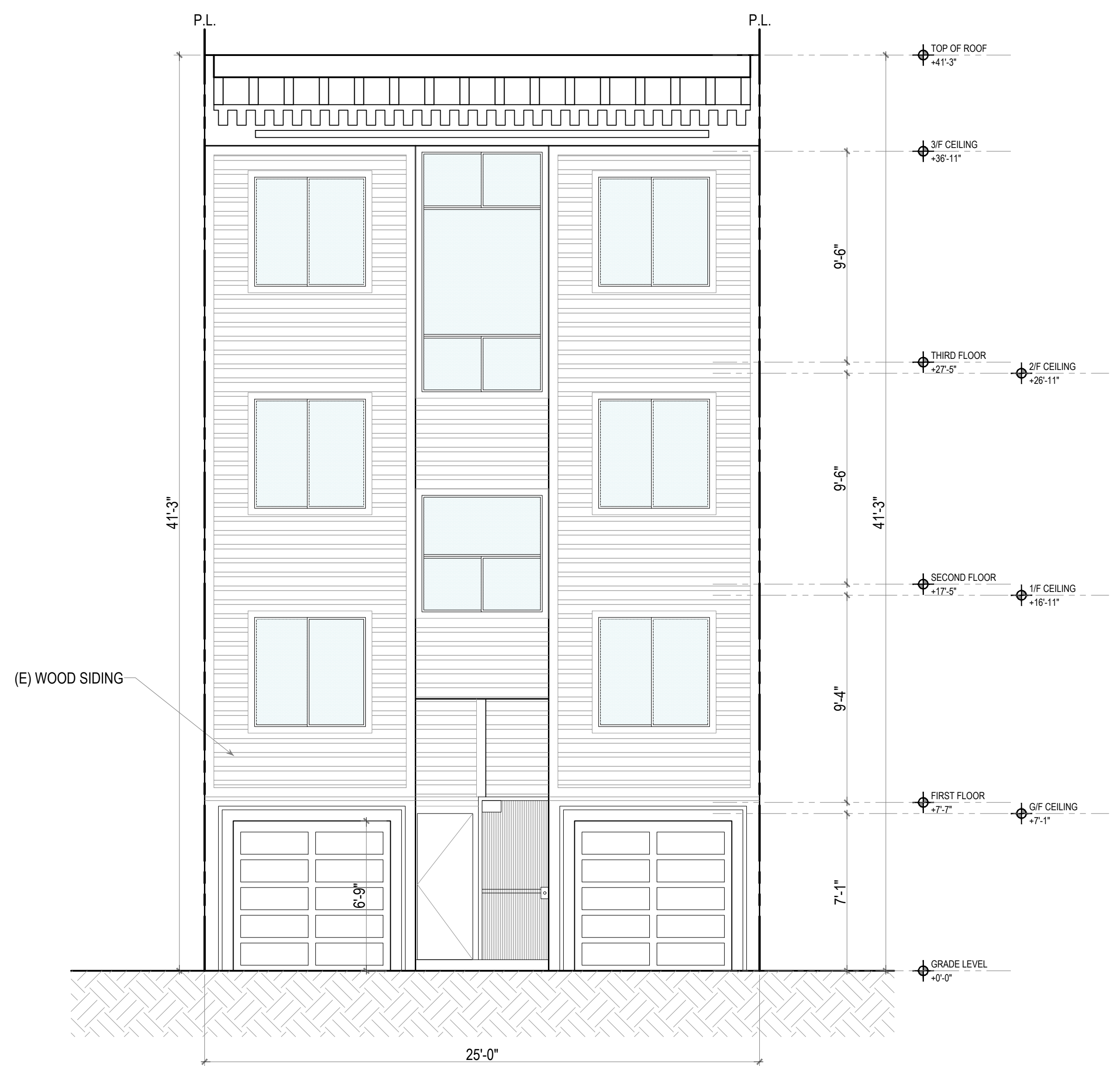
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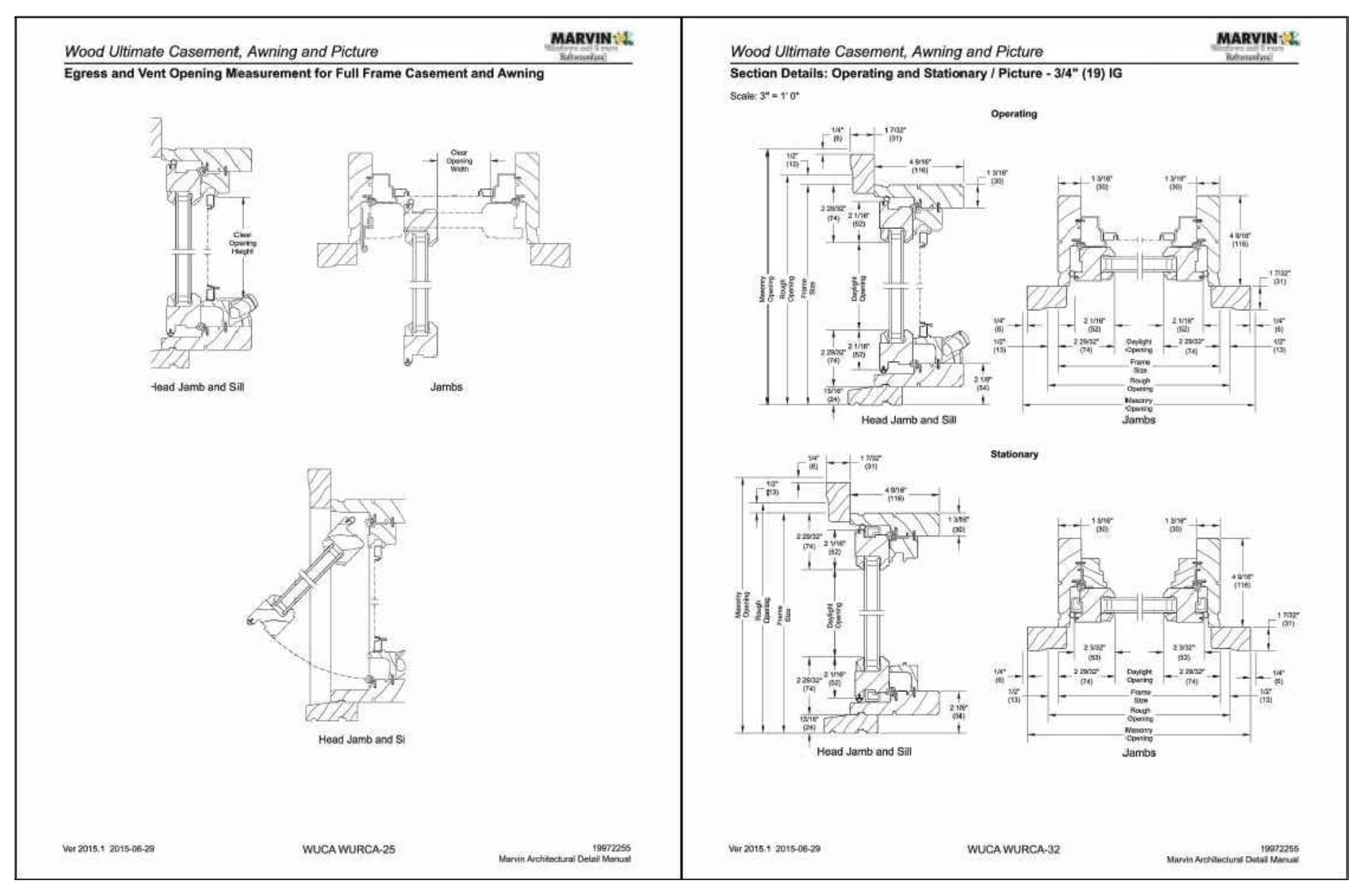
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PROPOSED FRONT ELEVATION
SCALE: 1/4"=1'-0"



EXISTING FRONT ELEVATION
SCALE: 1/4"=1'-0"



TYPICAL WINDOW SECTION
N.T.S.

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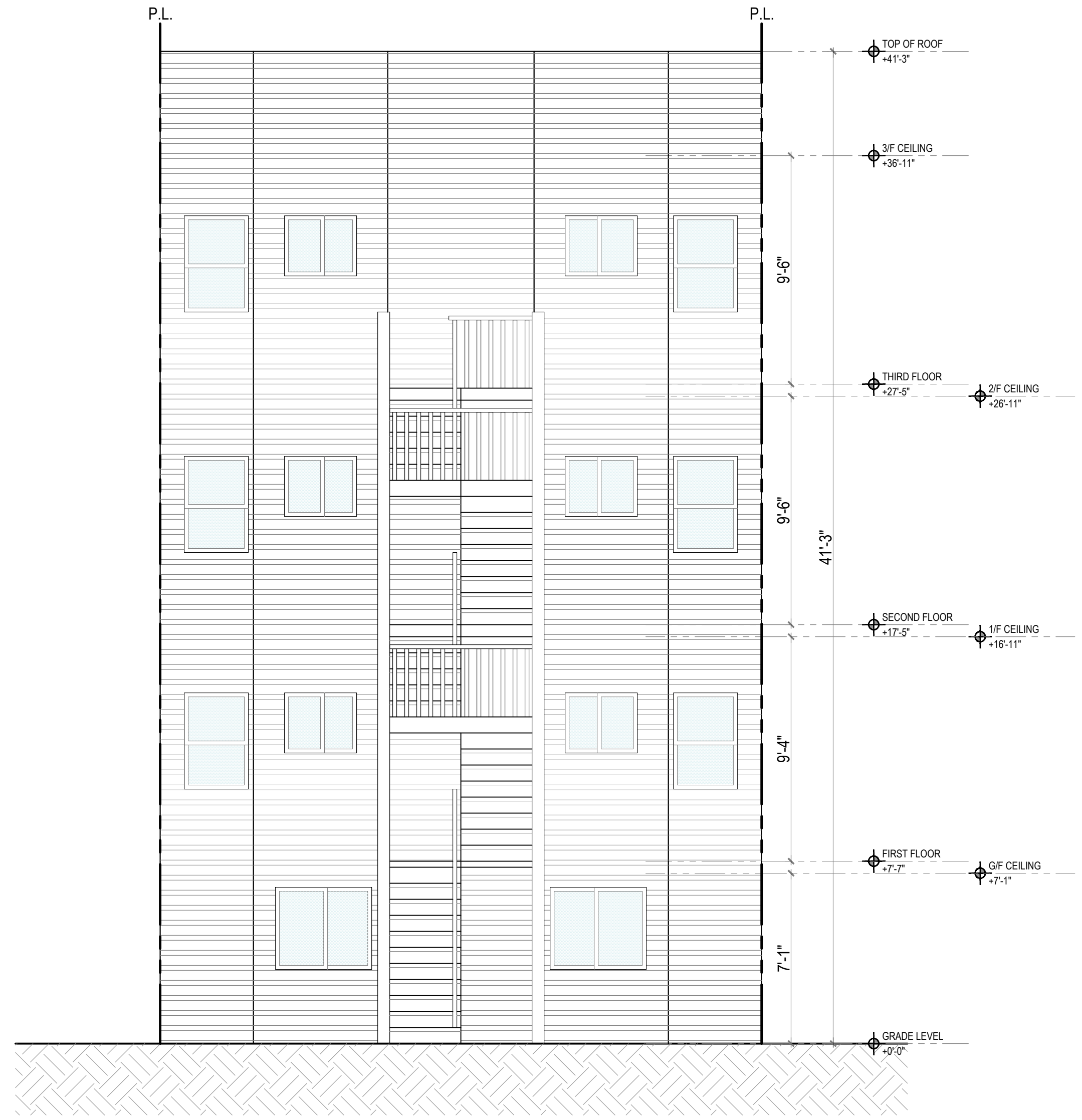
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Revisions	Date	Description

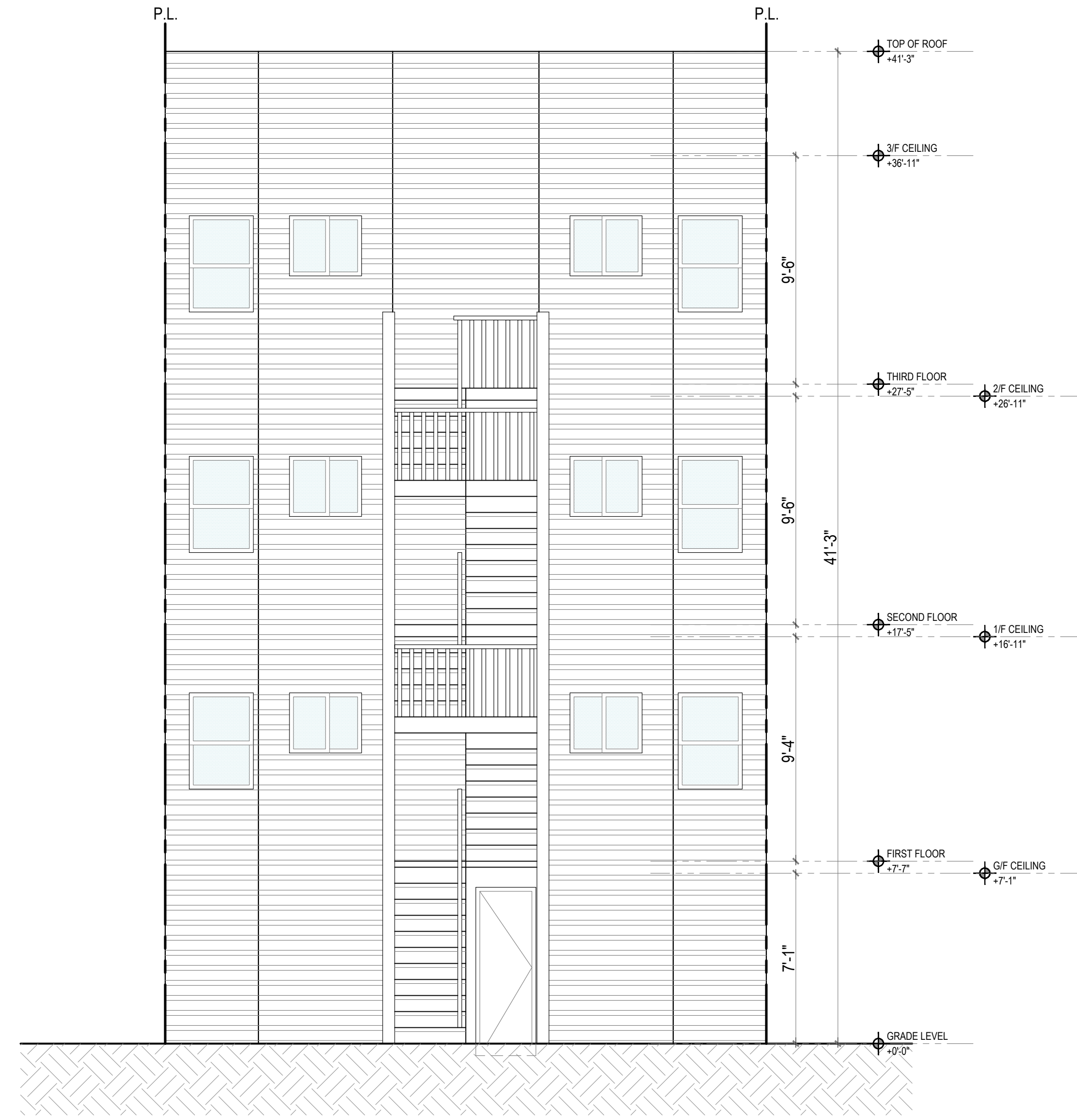
Project Title:
SOFT STORY RETROFIT
436 TEHAMA ST., SAN FRANCISCO, CA. 94103
BLOCK/LOT: 3732/106

Sheet: **A200**

Drawing Title:
EXISTING AND PROPOSED FRONT ELEVATIONS



PROPOSED REAR ELEVATION
SCALE: 1/4"=1'-0"



EXISTING REAR ELEVATION
SCALE: 1/4"=1'-0"

Sheet:

Project Title:

SOFT STORY RETROFIT
436 TEHAMA ST., SAN FRANCISCO, CA. 94103
BLOCK/LOT: 3732/106

A201

Drawing Title:

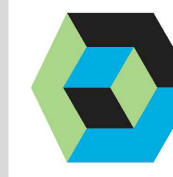
EXISTING AND PROPOSED REAR ELEVATIONS

Revisions

Number	Date	Description

SHEET INFO.

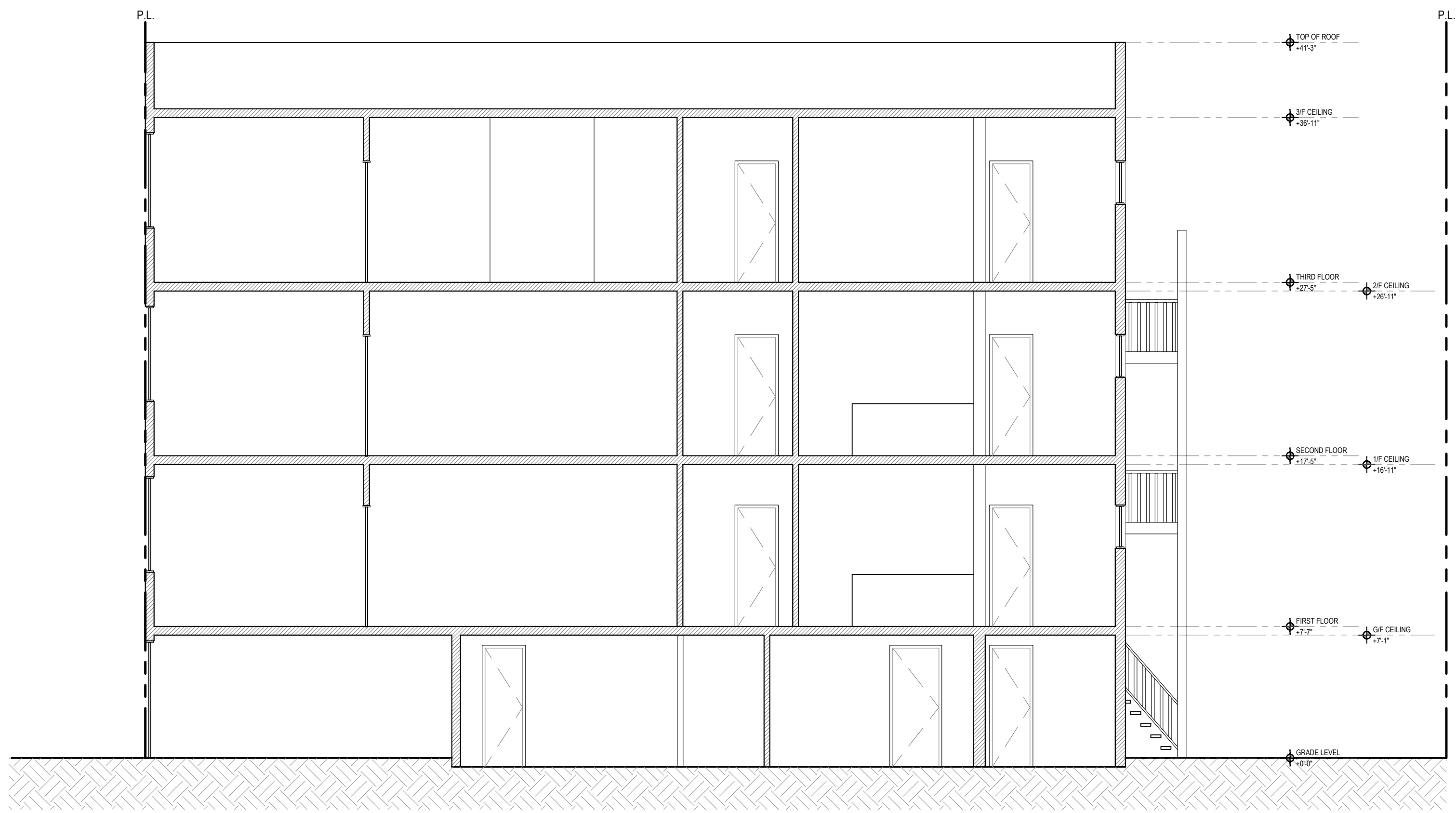
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Drawn by:
Dwg. Date:



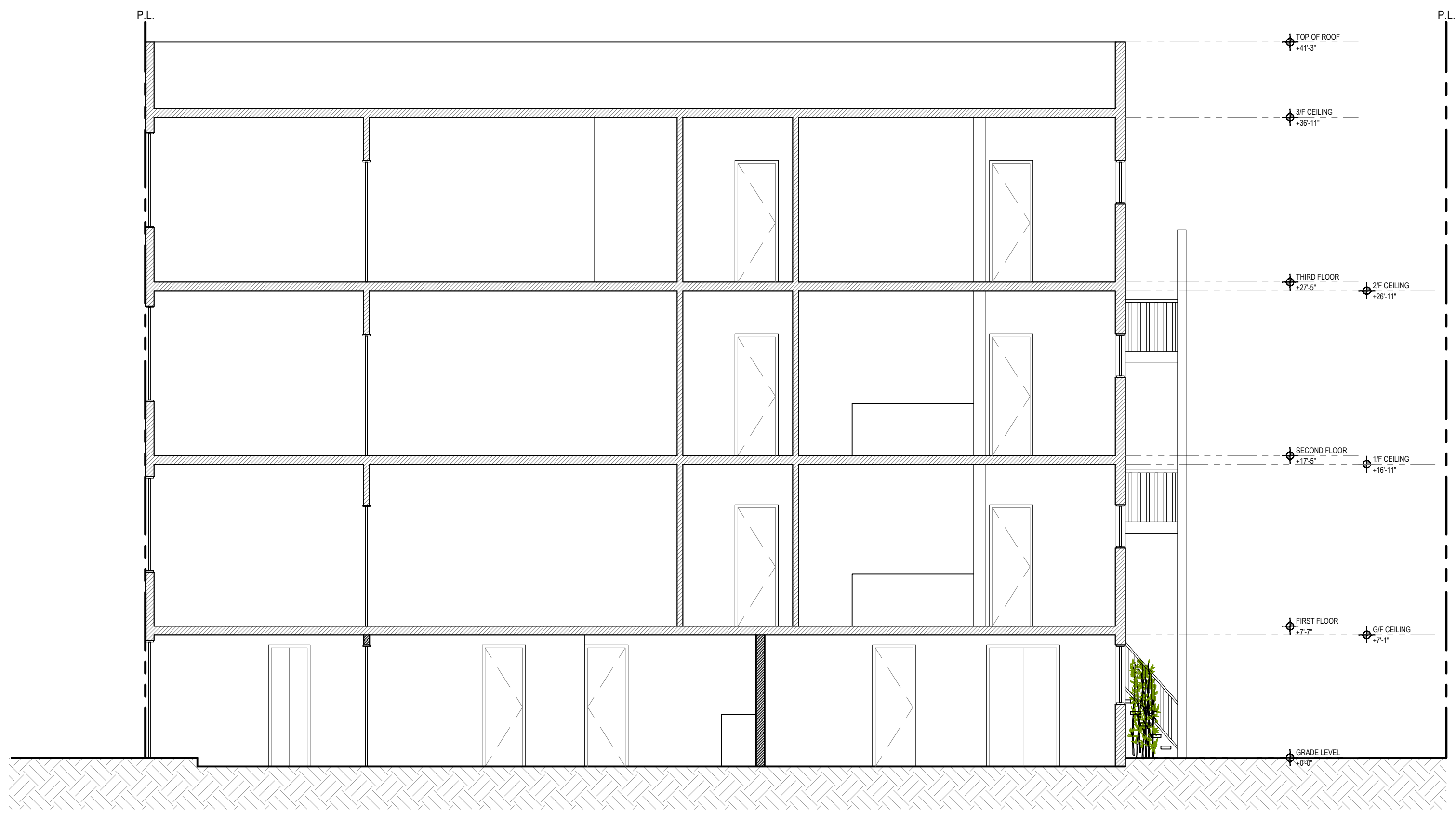
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EXISTING SECTION
SCALE: 3/16"=1'-0"



PROPOSED SECTION
SCALE: 3/16"=1'-0"

Sheet: Project Title:

SOFT STORY RETROFIT
436 TEHAMA ST., SAN FRANCISCO, CA. 94103
BLOCK/LOT: 3732/106

A300

Drawing Title:

EXISTING AND PROPOSED REAR ELEVATIONS

Revisions

Number	Date	Description

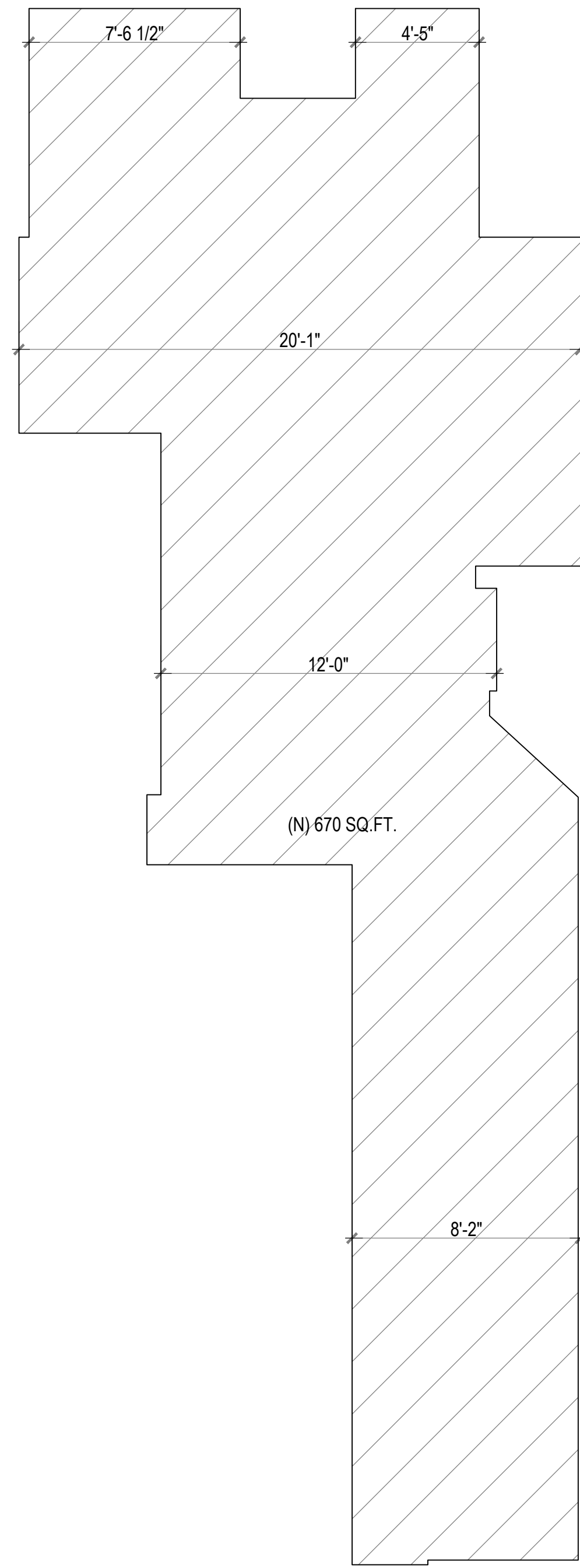
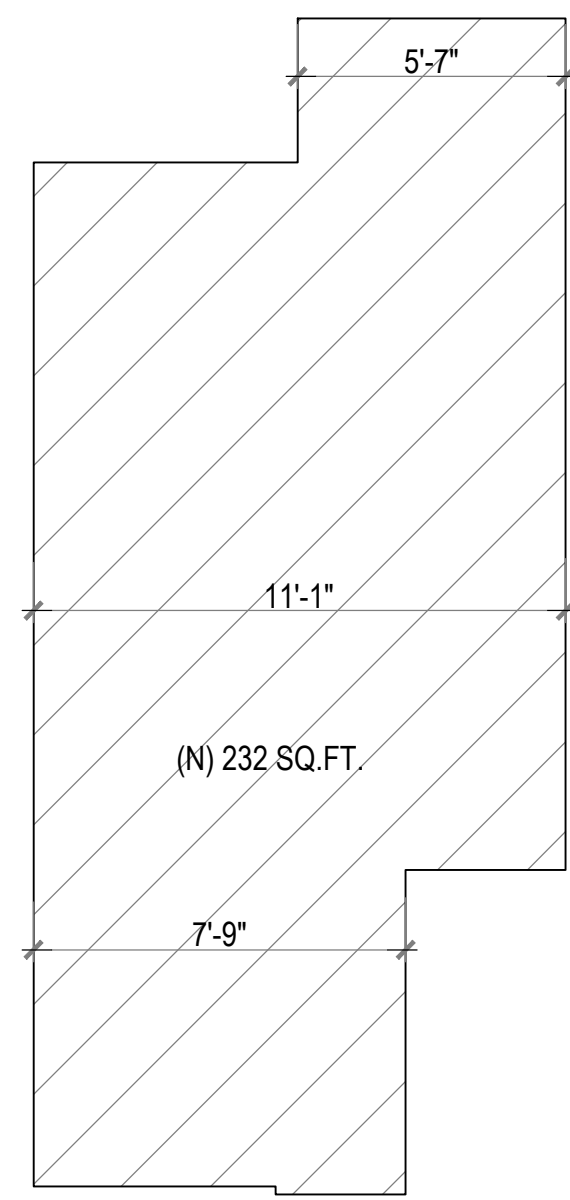
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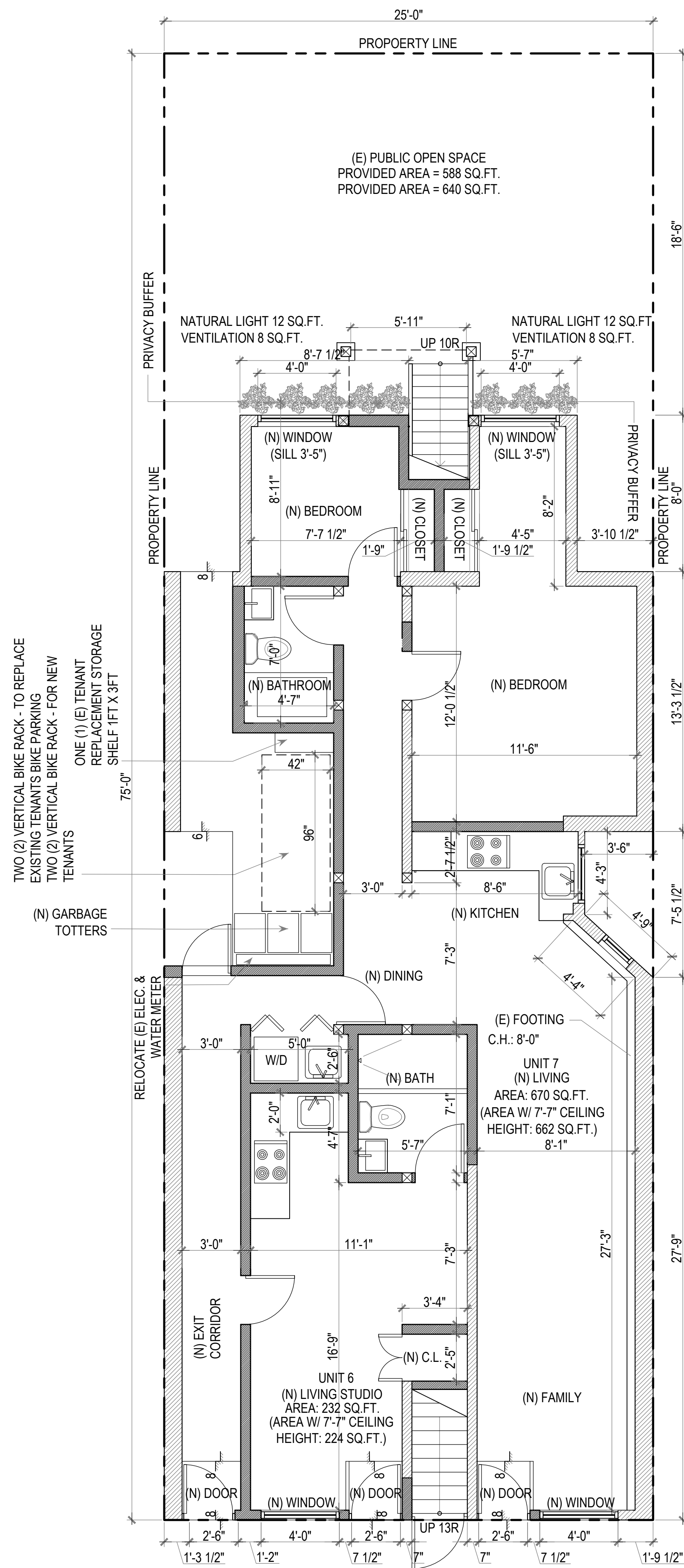


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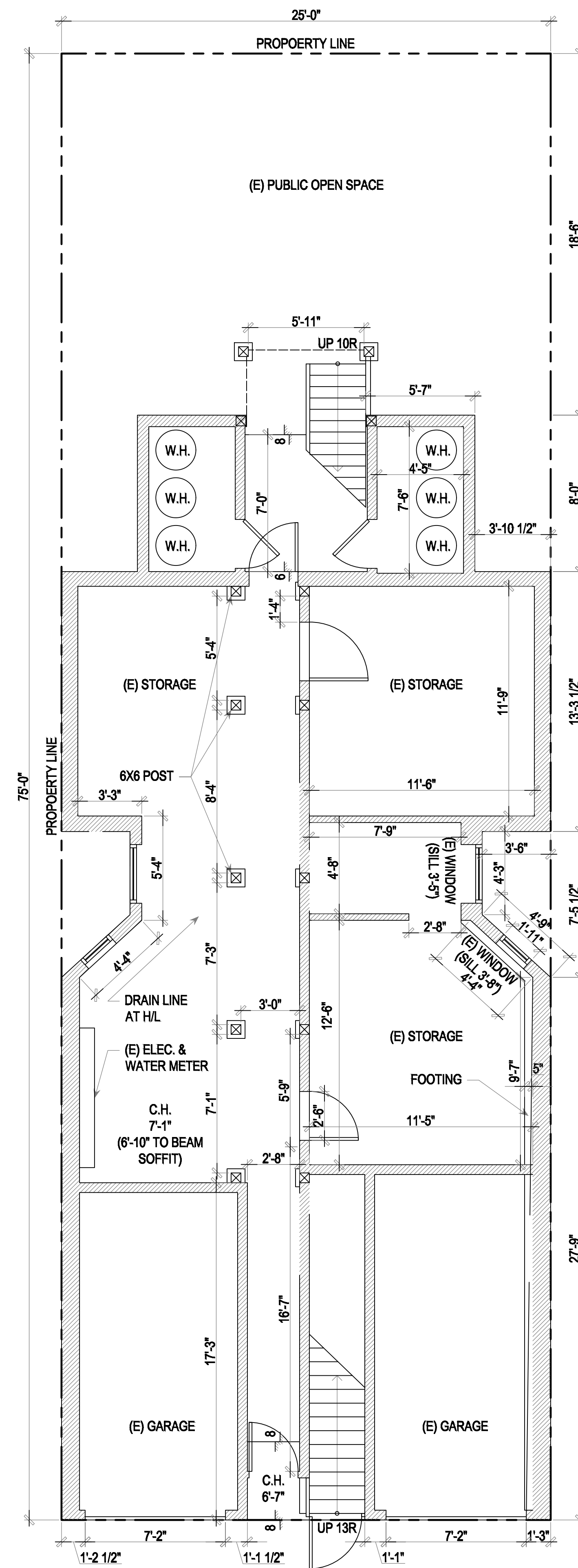
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FLOOR DIAGRAM
SCALE: 1/4"=1'-0"



PROPOSED GARAGE FLOOR PLAN
SCALE: 1/4"=1'-0"



EXISTING GARAGE FLOOR PLAN
SCALE: 1/4"=1'-0"

Project Title:

SOFT STORY RETROFIT
436 TEHAMA ST., SAN FRANCISCO, CA. 94103
BLOCK/LOT: 3732/106

Sheet:

A100

Revisions

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