



EXECUTIVE SUMMARY CONDITIONAL USE

HEARING DATE: April 22, 2021

Record No.: 2020-010729CUA
Project Address: 1215 29th Avenue
Block/Lot: 1721/002
Zoning: RH-1(D) (Residential, House, One Family, Detached) Zoning District
40-X Height and Bulk District
Project Sponsor: Edward Lee Hammack
3687 Folsom Street
San Francisco, CA 94110
Property Owner: Timothy McCall West
c/o Christie West
1215 29th Avenue
San Francisco, CA 94122
Staff Contact: Vincent W. Page II – (628) 652-7396
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Recommendation: Denial

Project Description

The Project requests removal of two Unauthorized Dwelling Units from the ground floor of an existing three-story, single-family residence at 1215 29th Avenue. The two Unauthorized Dwelling Units have a path to legalization under the Planning Code and are currently subject to the Rent Stabilization and Arbitration Ordinance. Both Unauthorized Dwelling Units are currently occupied by tenants.

Required Commission Action

In order for the Project to proceed, the Commission must grant a Conditional Use Authorization, pursuant to Planning Code Sections 303 and 317, to allow the removal of two Unauthorized Units occupied by tenants from an existing three-story, single-family residence within an RH-1(D) (Residential, House, One Family, Detached) Zoning District and a 40-X Height and Bulk District.

Issues and Other Considerations

- **Public Comment & Outreach:**

- **Support/Opposition:** To date, the Department has not received any letters in support or opposition to the Project. The Department has received two inquiries from members of the public who have requested information on the Project.
- **Outreach:** None.

- **Financial Feasibility of Legalizing the Unauthorized Units:** The Applicant has not provided a cost analysis or demonstrated that legalizing the Unauthorized Units would be financially infeasible. Both units have a path to legalization, one per Ordinance 43-14 and the second through the addition of an ADU. When asked by the Department to provide this information, the applicant refused, citing discomfort with admitting unknown persons not part of their cohort to enter and inspect the property.

- **Tenant History:**

Are any units currently occupied by tenants: (Yes)

Both Unauthorized Units (Unit #A and Unit #B) are currently occupied by tenants.

Have any tenants been evicted within the past 10 years: (Yes)

The Project Site has a long and detailed history of evictions in the Rent Board's Records:

- On May 29, 2014, the property owner, Christie West, issued several thirty-day notices to quit or vacate the premises located at 1215 29th Avenue to tenants Curtis Cochran, Josh Hewins, Kevin Raskin, Alana Van, and Steven Van. Ms. West issued four separate notices, one to Curtis Cochran, one to Josh Hewins, one to Kevin Raskin, and one to Steven and Alana Van. These notices did not result in any evictions because of successful appeals to the San Francisco Residential Rent Stabilization and Arbitration Board ("Rent Board") by the tenants (See Rent Board Tenant Petitions Nos. E141075, E141100, E141124, and E141130):
- On June 12, 2014, Steven and Alana Van filed a Report of Alleged Wrongful Eviction with the Rent Board, claiming that they had been served a notice to quit or vacate with no just cause (Rent Board Tenant Petition No. E141075).
- On June 17, 2014, Kevin Raskin filed a Report of Alleged Wrongful Eviction with the Rent Board, claiming that he had been served with a notice to quit or vacate with no just cause (Rent Board Tenant

Petition No. E141100).

- On June 20, 2014, Joshua Hewins filed a Report of Alleged Wrongful Eviction with the Rent Board, claiming that he had been served with a notice to quit or vacate with no just cause (Rent Board Tenant Petition No. E141124).
- On June 20, 2014, Curtis Cochran filed a Report of Alleged Wrongful Eviction with the Rent Board, claiming that he had been served with a notice to quit or vacate with no just cause (Rent Board Tenant Petition No. E141130).
- On December 12, 2014, Christie West issued a three-day notice to perform covenant or quit the premises located at 1215 29th Avenue to tenants Curtis Cochran, Josh Hewins, Kevin Raskin, Alana Van, and Steven Van, citing denial of access to unit as just cause (Rent Board Eviction No. M142700). The Rent Board received a copy of the notice on December 15, 2014.
- On March 26, 2015, Molly Shere filed a Report of Alleged Wrongful Eviction with the Rent Board, claiming that she had been told by Christie West that her apartment would be emptied and its door removed on March 30, 2015; and that she had not received prior written notice (Rent Board Tenant Petition No. E150542). The premises from which Ms. Shere claimed wrongful notice to quit tenancy were located at 1215 29th Avenue, Apartment A. When prompted to state the number of residential units located on the subject property, Ms. Shere listed total unit count as being three. Ms. Shere provided evidentiary support of such communication from Ms. West. The Rent Board responded that same day by warning the landlord that she did not have authorization to evict the tenant. Pursuant to a notice issued by the Rent Board on April 2, 2015, the Wrongful Eviction case was closed because Ms. Shere had vacated the subject unit of her own accord on March 31, 2015.
- On August 27, 2018, Christie West issued a thirty-day notice of termination of tenancy for Owner Move-in Eviction pursuant to Administrative Code Section 37.9(a)(8) to tenants Ramsey Abouremeleh and Jennifer Sarkany (Rent Board Eviction No. M182600). The Rent Board received a copy of the notice on September 6, 2018. Ms. West requested that the Owner Move-in Eviction Notice be rescinded in a Request for Rescission of Owner Move-in Eviction Notice that was received by the Rent Board on December 21, 2018 (Rent Board Landlord Petition No. L182425). An administrative law hearing was held on February 27, 2019, to consider Ms. West's request. Administrative Law Judge Peter Kearns ordered on March 20, 2019, that the landlord's petition in Case No. L182425 be denied on the grounds that the landlord failed to prove that no tenant vacated the premises after the August 27, 2018, Owner Move-in Eviction Notice was served.

See Exhibit F for Eviction History documentation.

- **Enforcement History:** The Project was filed in response to the Board of Appeals' Notice of Decision and Order *in re* Appeal No. 20-027 (Planning Enforcement Case No. 2018-008429ENF). The Board's decision was the culmination of a years-long effort by the City to address illegal residential uses at the Project Site. The City first became aware of illicit residential uses at the property when Department of Building Inspection ("DBI") Complaint No. 199923320 was filed on June 30, 1999, alleging the existence of at least one illegal residential

unit on the subject property's ground floor. The complaint resulted in a protracted investigation carried out by DBI that has yet to be resolved. As of today, April 22, 2021, DBI Complaint No. 199923320 remains open and unabated. It was as a result of this investigation by DBI that Building Permit Application ("BPA") No. 2005.02.15.5502 was filed, six years later, to remove two illegal units (Unit #A and Unit #B). The permit has since expired. DBI Complaints Nos. 200451009, 200452627, 200873540, and 200999421 were filed as a result of this permit's expiration. Per notes taken entered into the Complaint Tracking System on October 15, 2008, Christie West stated to DBI that the corrective work approved under BPA No. 2005.02.15.5502 had been completed, but the units were proved to still be in existence seven years later.

The Planning Department did not receive a complaint about the subject property until 2018, when Planning Enforcement Case No. 2018-008429ENF was opened. The Department followed its standard enforcement process, issuing Notices of Complaint, Enforcement, and Violation. The property owner, Christie West, appealed the Notice of Violation to the Zoning Administrator ("ZA") on October 24, 2019. A duly noticed public hearing was held on November 8, 2019. During the ZA Hearing, Ms. West preferred to limit any discussion of enforcement actions by the City to those that were carried out by DBI during and after 2014. Ms. West failed to acknowledge that her property had been inspected numerous times, and, moreover, that those inspections occurred during her tenure as owner. The earliest inspection occurred on July 6, 1999, and resulted in the issuance of a corrective building permit application proposing to remove two illegal residential units. The ZA asked whether Ms. West would be open to the Department conducting a site visit at the subject property. Ms. West alternated between outright refusal and hinting that a site visit "might" be an option. At 24 minutes and 12 seconds into the hearing, Ms. West stated: "How many times does my house have to be inspected? How many times does my house have to be inspected when you have fifty thousand units that have not been inspected?" Ms. West grew angry as the discussion continued. At 26 minutes and 15 seconds into the hearing, the ZA stated: "But I just wanted to understand, for the purposes of me making a final decision, if you'd be open to a site visit or not." Ms. West continued her protestations as to why, in her view, a site visit should not be required, going so far as to allude that a site visit might unfairly subject her to further enforcement actions. The ZA made very clear during the course of the hearing that a site visit would be extremely helpful in making a final decision. The responsible party repeatedly declined to agree to such a site visit.

At the ZA hearing as well as the subsequent Board of Appeals hearing, Ms. West sought to give the impression that she has been, and continues to be, harassed by the City as a result of what are, in her view, spurious, false accusations by former tenants who would wish to do her harm. In fact, the City has for more than two decades been attempting to address the Unauthorized Units which the subject property features. The ZA denied the appeal on March 2, 2020, and his decision was unanimously upheld by the Board of Appeals on August 25, 2020.

- **Design Review Comments:** It is not clear whether the Project's design could be approved because the plan drawings submitted with the application are insufficient for a comprehensive Planning Department review. The Department requested plan revisions from the Sponsor. The Department requested a site plan showing all buildings and structures, a building section to confirm the existing ceiling heights, and additional photos

of the interior. The Project Sponsor denied the Department's request.

Environmental Review

The Project has not undergone environmental review, the Department is recommending disapproval of the application and CEQA review is not required to deny a project. Should the Commission move to approve the Project, environmental review will be required.

Basis for Recommendation

The Department finds that the Project is, on balance, not compatible with the Objectives and Policies of the General Plan. The Project would result in the removal of two Unauthorized Units subject to the Rent Stabilization and Arbitration Ordinance that have paths to legalization under the Planning Code. Considering the City's housing needs, the loss of two residential units subject to tenancy protections is inconsistent with several City policies. In addition, the Project was filed on behalf of a property owner who has repeatedly failed to demonstrate an intent to maintain the Project Site in a manner that conforms with the Planning Code and applicable Departmental policies. The property owner evaded enforcement action by the City for a period of more than 20 years, while benefitting from the rental income which the Unauthorized Units generated. The Project would not preserve the cultural and economic diversity of the immediate vicinity or of the City because it would result in the removal of two affordable dwelling units subject to the Rent Stabilization and Arbitration Ordinance. The Project would result in a net reduction the City's housing stock and is not supported in light of the current housing affordability crisis. A disapproval of this project would result in a net increase of legal, affordable dwelling units to the City's housing stock and in a greater preparedness to protect against injury and loss of life in the event of an earthquake or other natural disaster because the property owner would be compelled to bring the units into compliance with all relevant City Codes, including the Building Code and Planning Code. The Project Sponsor maintains that it would be financially infeasible to legalize the two units but has refused to provide the Department with the information necessary to make that determination.

Attachments

- Draft Motion – Conditional Use Authorization
- Exhibit A – Plans
- Exhibit B – Response to Plan Check Letter
- Exhibit C – Land Use Data Table
- Exhibit D – Maps and Context Photos
- Exhibit E – Eviction Records
- Exhibit F – Building Permit Application Records
- Exhibit G – Enforcement Records



PLANNING COMMISSION DRAFT MOTION

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ADOPTING FINDINGS RELATED TO THE DENIAL OF CONDITIONAL USE AUTHORIZATION PURSUANT TO SECTIONS 303 AND 317 OF THE PLANNING CODE TO ALLOW THE REMOVAL OF TWO UNAUTHORIZED DWELLING UNITS BY MEANS OF RESIDENTIAL CONVERSION AND MERGER ON THE GROUND FLOOR OF AN EXISTING SINGLE-FAMILY RESIDENTIAL BUILDING LOCATED AT 1215 29TH AVENUE, LOT 002 OF ASSESSOR'S BLOCK 1721, WITHIN AN RH-1(D) (RESIDENTIAL, HOUSE, ONE FAMILY, DETACHED) ZONING DISTRICT AND A 40-X HEIGHT AND BULK DISTRICT.

PREAMBLE

On December 8, 2020, Edward Lee Hammack (hereinafter “Project Sponsor”) filed Application No. 2020-010729CUA (hereafter “Application”) with the San Francisco Planning Department (hereinafter “Department”) for a Conditional Use Authorization to remove two Unauthorized Units within the existing single-family residence at 1215 29th Avenue, Lot 002 in Assessor’s Block 1721 (hereinafter “Project Site”).

On April 22, 2021, the San Francisco Planning Commission (hereinafter “Commission”) conducted a duly noticed public hearing at a regularly scheduled meeting to consider Conditional Use Authorization Application 2020-010729CUA.

The Planning Department Commission Secretary is the custodian of records; the File for Record No. 2020-010729CUA is located at 49 South Van Ness Avenue, Suite 1400, San Francisco, California.

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

MOVED, that the Commission hereby denies the Conditional Use Authorization as requested in Application No. 2020-010729CUA, based on the following findings:

FINDINGS

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

- 1. The above recitals are accurate and constitute findings of this Commission.**
- 2. Project Description.** The Project requests removal of two unauthorized dwelling units, or “Unauthorized Units,” from the ground floor of an existing, three-story, single-family residence at 1215 29th Avenue. The two Unauthorized Units have a path to legalization under the Planning Code and are currently subject to the Rent Stabilization and Arbitration Ordinance. Both Unauthorized Units are currently occupied by tenants. The Project was filed in response to the Board of Appeals’ Notice of Decision and Order *in re* Appeal No. 20-027 (Planning Enforcement Case No. 2018-008429ENF).
- 3. Site Description and Present Use.** The Project is located on the west side of 29th Avenue near the intersection of Lincoln Way, on Lot 002 of Assessor’s Block 1721, and has approximately 40 feet of frontage on 29th Avenue. The lot is approximately 4,800 square-feet in size and contains a single structure authorized for residential use. Though a Report of Residential Building Record (“3-R Report”) is not available for this property, its underlying zoning and permitting record confirm that its authorized use is that of a single-family dwelling. Two Unauthorized Units are located on the ground floor of the residential structure behind the garage.¹ Each Unauthorized Unit has a full kitchen, has a total lack of visual, spatial connection to other units on the property, and is independently accessible to the street. The units are well-documented in the Department of Building Inspection’s complaint history and in records furnished to the Planning Department by the Rent Stabilization and Arbitration Board (“Rent Board”). Both Unauthorized Units are occupied by tenants. The property owner resides in the principally permitted dwelling unit on the two floors above the garage level.
- 4. Surrounding Properties and Neighborhood.** The Project Site is located within an RH-1(D) (Residential, House, One Family, Detached) Zoning District and a 40-X Height and Bulk District within the Outer Sunset neighborhood. The immediate surrounding neighborhood is zoned for similarly low-density (one-to-two-unit) residential uses, with some residential-over-commercial uses in the nearby Neighborhood Commercial Districts. The immediate neighborhood includes Golden Gate Park to the north and the Irving Street and Judah Street Neighborhood Commercial Districts to the south, both of which are within a quarter mile of the Project Site. The Project Site is not subject to any special or restricted use districts. Other zoning districts in the vicinity of the Project Site include P (Public), RH-1 (Residential, House, One

¹ Pursuant to Planning Code Section 317(b)(13), “Unauthorized Unit” shall be defined as one or more rooms within a building that have been used, without the benefit of a building permit, as a separate and distinct living or sleeping space independent from Residential Units on the same property. “Independent” shall mean that (i) the space has independent access that does not require entering a Residential Unit on the property and (ii) there is no open, visual connection to a Residential Unit on the property.

Family), RH-2 (Residential, House, Two-Family), RH-3 (Residential, House, Three-Family), and NC-1 (Neighborhood Commercial Cluster).

- 5. Public Outreach and Comments.** To date, the Department has received no comments in opposition or support of the Project.
- 6. Planning Code Compliance.** The Commission finds that the Project is consistent with the relevant provisions of the Planning Code in the following manner:

- A. Use.** Planning Code Section 209.1 allows one residential unit per lot within the RH-1(D) Zoning District.

The Project Site is authorized for use as a single-family dwelling in accordance with the controls of the RH-1(D) Zoning District. However, each of the two Unauthorized Units which the Project Site features has a path by which it could become a lawful dwelling unit. One unit could be legalized per the Unit Legalization Program under Ordinance 43-14, and the second could be legalized through the addition of an Accessory Dwelling Unit.

- B. Rear Yard.** In the RH-1(D) Zoning District, Planning Code Section 134 requires a rear yard equivalent to 30% of the lot depth.

The existing building does not have a code-complying rear yard. The residential building currently projects approximately 10'-11" into the required rear yard.

- C. Open Space.** In the RH-1(D) Zoning District, Planning Code Section 135 requires 300 square feet of private open space per dwelling unit, or 1,197 square feet of common open space for three dwelling units.

The Project Site has approximately 1,675 square feet of open space, 165 square feet of which is accessible only to the legal dwelling unit on the second and third floors of the residential structure. However, the Project Site has more than enough common open space to meet the minimum requirement for open space in the event that the two Unauthorized Units were to be legalized.

- D. Dwelling Unit Exposure.** Planning Code Section 140 requires all dwelling units to face onto a public street, public alley (measuring at least 20 feet in width), side yard at least 25 feet in width or code-complying rear yard.

The lawful dwelling unit on the Project Site meets the Planning Code requirement for exposure. However, only one of the Unauthorized Units, the unit located at the rear of the structure, meets this requirement.

- 7. Conditional Use Findings.** Planning Code Section 303 establishes criteria for the Planning Commission

to consider when reviewing applications for Conditional Use authorization. On balance, the Project does not comply with said criteria in that:

- A. The proposed new uses and building, at the size and intensity contemplated and at the proposed location, will provide a development that is necessary or desirable, and compatible with, the neighborhood or the community.

The Project proposes to remove by means of Residential Conversion and Merger two Unauthorized Units which are (1) occupied by tenants and (2) subject to the Rent Stabilization and Arbitration Ordinance. The units would first be removed by means of Residential Conversion because their cooking facilities would be dismantled, and second by Residential Merger because they would be converted to accessory storage space accessible to the principally permitted dwelling unit on the property. In addition, the displacement of tenants is not consistent with the goals and values of the City and County of San Francisco given that these units may be brought into compliance with City requirements. The Project would eliminate two units from San Francisco's housing stock and is neither necessary nor desirable when considering the City's current housing and affordability crisis.

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

- i. Nature of proposed site, including its size and shape, and the proposed size, shape and arrangement of structures;

The Project would not alter the Subject Property's current building envelope and would not result in any significant alteration to the property's interior. It would, however, authorize a reversion to the property's authorized use as a single-family dwelling from its current, unauthorized use as a three-family dwelling.

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

The Planning Code does not require parking or loading for residential uses. The Project would not have any vehicular or traffic impact to the immediate neighborhood or to the City at large.

- iii. The safeguards afforded to prevent noxious or offensive emissions such as noise, glare, dust and odor;

The Project would not result in any noxious or offensive emissions.

- iv. Treatment given, as appropriate, to such aspects as landscaping, screening, open spaces,

parking and loading areas, service areas, lighting and signs;

The Project does not require any additional treatments to landscaping, screening, parking and loading area, service areas, lighting, or signs.

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

The Project complies with some of the relevant requirements and standards of the Planning Code, and is not consistent with objectives and policies of the General Plan, as detailed below.

- D. That the use or feature as proposed will provide development that is in conformity with the stated purpose of the applicable Use District; and.

The Project is consistent with the stated purpose of the RH-1(D) Zoning District. Per Planning Code Section 209.1, the RH-1(D) Zoning District is described as:

These Districts are characterized by lots of greater width and area than in other parts of the City, and by single-family houses with side yards. The structures are relatively large, but rarely exceed 35 feet in height. Ground level open space and landscaping at the front and rear are usually abundant. Much of the development has been in sizable tracts with similarities of building style and narrow streets following the contours of hills. In some cases, private covenants have controlled the nature of development and helped to maintain the street areas.

The Project would bring the subject property into closer conformance with the RH-1(D) Zoning District.

- 8. Residential Merger.** Planning Code Section 317(g)(2) sets forth the following criteria for the Planning Commission to consider when reviewing applications for a Residential Merger of Residential Units or Unauthorized Units:²

- A. Whether removal of the unit(s) would eliminate only owner-occupied housing, and if so, for how long the unit(s) proposed to be removed have been owner-occupied:

The Unauthorized Units proposed for removal are occupied by tenants who are unrelated to the

² Pursuant to Planning Code Section 317(b)(7), "Residential Merger" shall be defined as the combining of two or more Residential or Unauthorized Units, resulting in a decrease in the number of Residential Units and Unauthorized Units within a building, or the enlargement of one or more existing units while substantially reducing the size of others by more than 25% of their original floor area, even if the number of units is not reduced. The Planning Commission may reduce the numerical element of this criterion by up to 20% of its value should it deem that adjustment is necessary to implement the intent of this Section 317, to conserve existing housing and preserve affordable housing.

property owner.

- B.** Whether removal of the unit(s) and the merger with another is intended for owner occupancy:

The removal of the two Unauthorized Units would result in a single-family dwelling to be occupied by the owner.

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

The two Unauthorized Units proposed for removal are subject to the Rent Stabilization and Arbitration Ordinance.

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

Replacement housing for the two Unauthorized Units proposed for removal would not be provided. Each unit has a single living/sleeping room with a full kitchen (four-burner stove with sink) and full bathroom. The project proposes to convert the entire ground floor to storage use, removing the stove from each unit but retaining the wet bars in both. The design would not result in any change in floor plan. It is not clear whether the Project's design could be approved as proposed because the plan drawings submitted with the application are insufficient for Planning Department review.

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

Both Unauthorized Units are currently occupied by tenants under separate lease agreements.

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

Per application and plans, the principally permitted dwelling unit has three bedrooms, one on the second floor and two on the third. Each of the two Unauthorized Units on the ground floor is a studio or Single Room Occupancy ("SRO") dwelling unit. Because the Project proposes only to convert the use of the two independent, ground-floor spaces from illegal residences to accessory storage space and would not result in any change to the floor plan, the merged unit would not acquire any new bedrooms. Again, it is not clear whether the Project's design could be approved as proposed because the plan drawings submitted with the application are insufficient for Planning Department review.

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

The Project Sponsor claims, without evidence, that neither Unauthorized Unit meets minimum Building Code requirements for ceiling height and that such a deficiency necessitates the units' removal. The Sponsor was unable to ascertain the true height of each Unauthorized Unit's ceiling and, when asked by the Department to provide a section or elevation drawing of the property's existing condition, was unable to respond because the property owner refused to grant access to the premises. Whether exterior alterations would be required to legalize the Unauthorized Units is, however, immaterial to the fact that their removal is not necessary to correct any design or functional deficiencies related to the legal use of the subject property, that of a single-family dwelling.

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

Not Applicable. The proposed merger involves an Unauthorized Unit.

- 9. Residential Conversion.** Planning Code Section 317(g)(3) sets forth the following criteria for the Planning Commission to consider when reviewing applications for a Residential Conversion of Residential Units or Unauthorized Units:³

- A. Whether conversion of the unit(s) would eliminate only owner-occupied housing, and if so, for how long the unit(s) proposed to be removed were owner occupied;

The Unauthorized Units proposed for removal are occupied by tenants who are unrelated to the property owner.

- B. Whether Residential Conversion would provide desirable new Non-Residential Use(s) appropriate for the neighborhood and adjoining district(s);

The Unauthorized Units would be converted to storage space accessory to the legal dwelling unit on the second and third floors.

- C. In districts where Residential Uses are not permitted, whether Residential Conversion will bring the building closer into conformance with the Uses permitted in the zoning district;

Not Applicable. The subject property is located in a district where Residential Uses are principally

³ Pursuant to Planning Code Section 317(b)(1), "Residential Conversion" shall be defined as the removal of cooking facilities, change of occupancy (as defined and regulated by the Building Code), or change of use (as defined and regulated by the Planning Code), of any Residential Unit or Unauthorized Unit to a Non-Residential or Student Housing use.

permitted.

- D. Whether conversion of the unit(s) will be detrimental to the City's housing stock;

The conversion of the two Unauthorized Units would result in a net reduction to the City's housing stock.

- E. Whether conversion of the unit(s) is necessary to eliminate design, functional, or habitability deficiencies that cannot otherwise be corrected;

The Project Sponsor claims, without evidence, that neither Unauthorized Unit meets minimum Building Code requirements for ceiling height and that such a deficiency necessitates the units' removal. The Sponsor was unable to ascertain the true height of each Unauthorized Unit's ceiling and, when asked by the Department to provide a section or elevation drawing of the property's existing condition, was unable to respond because the property owner refused to grant access to the premises. Whether significant alterations would be required to legalize the Unauthorized Units is, however, immaterial to the fact that their removal is not necessary to correct any design or functional deficiencies related to the legal use of the subject property, that of a single-family dwelling.

- F. Whether the Residential Conversion will remove Affordable Housing, or units subject to the Residential Rent Stabilization and Arbitration Ordinance.

The two Unauthorized Units proposed for removal are subject to the Rent Stabilization and Arbitration Ordinance.

10. Removal of Unauthorized Units. Planning Code Section 317(g)(7) sets forth the following criteria for the Planning Commission to consider for the removal of Unauthorized Units:

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

Unclear. The Department has requested that the Project Sponsor submit an estimate of the cost of construction to legalize the Unauthorized Units, but the request was denied.

- B. Whether it is financially feasible to legalize the Unauthorized Unit or Units. Such determination will be based on the costs to legalize the Unauthorized Unit(s) under the Planning, Building, and other applicable Codes in comparison to the added value that legalizing said Units would provide to the subject property. The gain in the value of the subject property shall be based on the current value of the property with the Unauthorized Unit(s) compared to the value of the property if the

Unauthorized Unit(s) is/are legalized. The calculation of the gain in value shall be conducted and approved by a California licensed property appraiser. Legalization would be deemed financially feasible if gain in the value of the subject property is equal to or greater than the cost to legalize the Unauthorized Unit.

Unclear. The Project Sponsor claims, without evidence, that legalizing the units would be financially infeasible. The Department has requested that the Project Sponsor submit an estimate of the cost of construction to legalize and appraisals of property value to confirm the net gain in value that the Subject Property would receive in the event that the Unauthorized Units were to be legalized, but that request was denied.

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

Unclear. The Project Sponsor has not provided the Planning Department with information sufficient to determine whether the cost of legalization would constitute a financial hardship.

- 11. General Plan Compliance.** The Project is, on balance, not consistent with the following Objectives and Policies of the General Plan:

HOUSING ELEMENT
Objectives and Policies

OBJECTIVE 1

IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

Policy 1.1

Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.

Policy 1.10

Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.

OBJECTIVE 2

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

Policy 2.1

Discourage the demolition of sound existing housing, unless the demolition results in a new increase of affordable housing.

Policy 2.2

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

OBJECTIVE 3

PROTECT THE AFFORDABILITY OF THE EXISTING HOUSING STOCK, ESPECIALLY RENTAL UNITS.

Policy 3.1

Preserve rental units, especially rent controlled units, to meet the City's affordable housing needs.

Policy 3.4

Preserve "naturally affordable" housing types, such as smaller and older ownership units.

OBJECTIVE 4

FOSTER A HOUSING STOCK THAT MEETS THE NEEDS OF ALL RESIDENTS ACROSS LIFECYCLES.

Policy 4.1

Develop new housing, and encourage the remodeling of existing housing, for families with children.

Policy 4.5

Encourage sufficient and suitable rental housing opportunities, emphasizing permanently affordable rental units wherever possible.

OBJECTIVE 11

SUPPORT AND RESPECT THE DIVERSE AND DISTINCT CHARACTER OF SAN FRANCISCO'S NEIGHBORHOODS.

Policy 11.4

Continue to utilize zoning districts which conform to a generalized residential land use and density plan and the General Plan.

Policy 11.6

Foster a sense of community through architectural design, using features that promote community interaction.

Overall, the Project is not consistent with the policies and objectives of the General Plan. The Project would remove two Unauthorized Units, both of which have paths towards legalization. Housing is a top priority for the City and County of San Francisco. Removal of two units, which can be brought up to the City's Planning Code and other relevant Codes, is inconsistent with the directives for new housing.

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

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

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

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

The Project proposes to remove two Unauthorized Units. The subject property is located in an RH-1(D) (Residential, House, One Family, Detached) Zoning District, with the majority of properties in the immediate vicinity authorized for use as single-family dwellings. While the Project would preserve and protect the neighborhood character and surrounding pattern of single-family homes, it would not preserve the cultural and economic diversity of the immediate vicinity or of the City because it would result in the removal of two dwelling units subject to the Rent Stabilization and Arbitration Ordinance, which are currently occupied by tenants. The Project would result in a net reduction the City's housing stock and is not supported in light of the current housing affordability crisis.

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

The Project proposes to remove two Unauthorized Units subject to the Rent Stabilization and Arbitration Ordinance. The Subject Property previously was authorized for use as a single-family dwelling, but the property owner or "Responsible Party" benefitted financially from the rental income of the units proposed for removal for a period of at least twenty (20) years. The units appear to have been subject to the Rent Stabilization and Arbitration Ordinance for the vast majority of the period during which they were, and continue to be, occupied. Therefore, removing the Unauthorized Units through Residential Conversion and Merger would result in a net loss of two rent-controlled units. The two Unauthorized Units are not currently designated as affordable housing pursuant to Planning Code Section 415.

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

neighborhood parking.

The Project would not significantly increase commuter traffic and would have no effect on MUNI transit service or overburden our streets or neighborhood parking.

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

The Project does not include commercial office development and will not displace any service or industry establishment and will not affect industrial or service sector uses or related employment opportunities.

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

The Project proposes to remove two dwelling units that were constructed without the benefit of building permits or inspections. The units' consistency with the Planning Code requirements and the requirements of all other applicable City Codes has yet to be evaluated. However, the denial of this request for Conditional Use Authorization would result in greater preparedness to protect against injury and loss of life in the event of an earthquake because it would compel the Responsible Party to submit a building permit application to modify the existing units such that they comply with all relevant City Codes, including the Building Code.

- G. That landmarks and historic buildings be preserved.

The project site is considered an historic resource for the purposes of review under CEQA. However, the Project would result in no alteration to the Subject Property's exterior and only minimal alterations to its interior.

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

The Project will have no impact on existing parks or open space.

- 13. The Project is not consistent with and would not promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would not contribute to the character and stability of the neighborhood and would not constitute a beneficial development.

- 14. The Commission hereby finds that approval of the Conditional Use Authorization would not promote the health, safety, and welfare of the City.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **DENIES Conditional Use Authorization Application No. 2020-010729CUA.**

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

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

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

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on April 22, 2021.

Jonas P. Ionin
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED: April 22, 2021



San Francisco
Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

EXHIBIT A – PLANS

EXHIBIT A
Conditional Use Authorization
Case Number 2020-010729CUA
1215 29th Avenue

1215 29th AVENUE

Change of Use

PROJECT DESCRIPTION:

REMOVE 2 ILLEGAL FIRST FLOOR KITCHENS AND UNITS, AND CONVERT TO STORAGE SPACE:
LEGALIZE AN EXISTING FIRST FLOOR BATHROOM.

INDEX OF DRAWINGS:

- A1.1 (THIS SHEET)
- A2.1 1ST FLOOR PLANS - EXISTING, DEMOLITION & PROPOSED
- A2.2 2D & 3D FLOOR PLANS - EXISTING/NO WORK

PROJECT DIRECTORY:

PROJECT LOCATION:
1215 29th AVENUE LOT 002
BLOCK 1721 ZONE RH-1(D)

OWNER:
CHRISTIE WEST
1215 29th AVENUE
SAN FRANCISCO CA 94122

PERMIT CONSULTANT:
BOB NOELKE
PRAGUE PROPERTY MANAGEMENT
150 EAGLE STREET #5
SAN FRANCISCO CA 94114
415-626-2981

ARCHITECT:
EDW. LEE HAMMACK, ARCHITECT
3687 FOLSOM STREET
SAN FRANCISCO CA 94110
415-639-0335

GENERAL CONTRACTOR:
TO BE DETERMINED

APPLICABLE CODES:

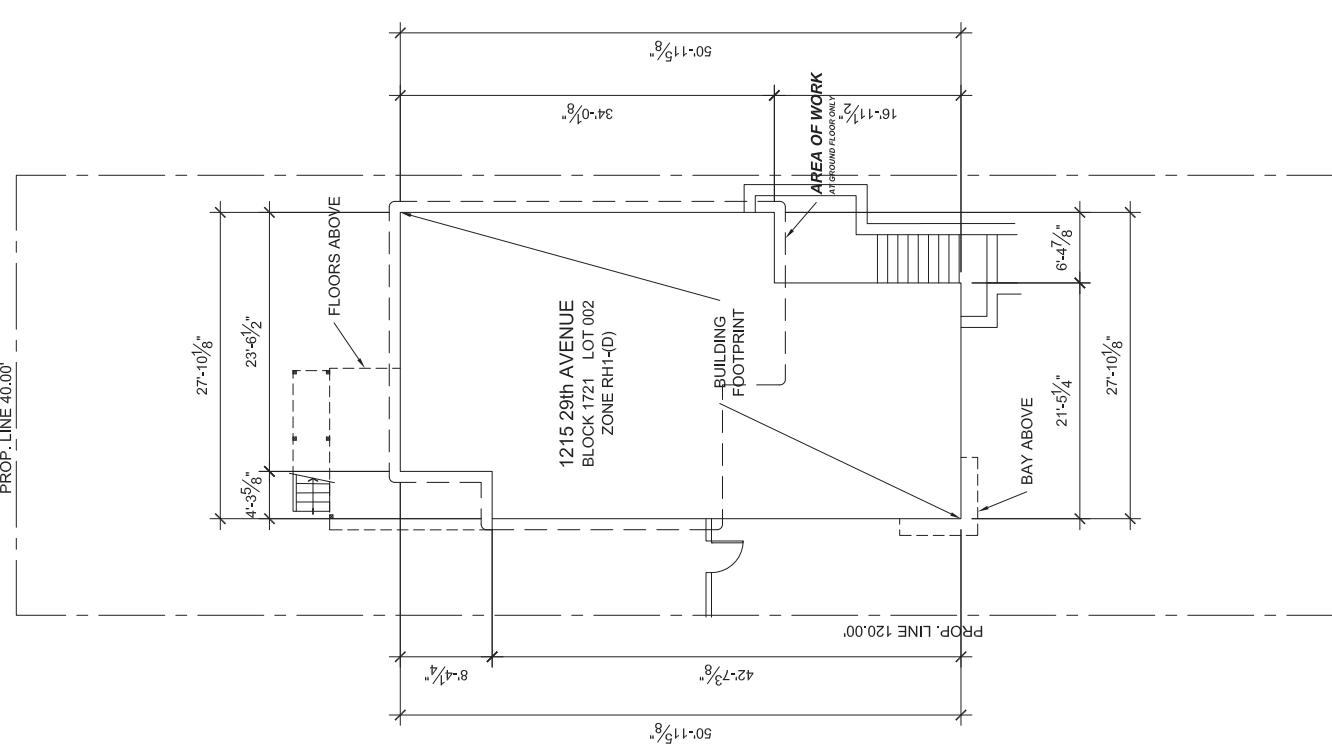
- 2019 CA. BUILDING CODE WITH S.F. AMENDMENTS
- 2019 CA. ELECTRICAL CODE WITH S.F. AMENDMENTS
- 2019 CA. MECHANICAL CODE WITH S.F. AMENDMENTS
- 2019 CA. PLUMBING CODE WITH S.F. AMENDMENTS
- 2019 CA. ENERGY CODE
- 2019 CA. ENERGY EFFICIENCY STANDARDS
- 2019 CA. GREEN BUILDING CODE

LEGEND

- SUPPLY AIR REGISTER
- RETURN AIR REGISTER
- HOSE BIBB (GAS SIMILAR)
- DUPLICATE OUTLET - 18" A.F.F. U.O.N.
- WALL SWITCH
- WALL SWITCH W/ OCCUPANCY SENSOR
- WALL SWITCH W/ VACANCY SENSOR
- WALL SWITCH W/ DIMMER
- 3-WAY WALL SWITCH
- WALL MOUNTED LIGHT FIXTURE (SOURCE)
- CEILING MOUNTED LIGHT FIXTURE
- RECESSED CEILING LIGHT FIXTURE
- FLOURESCENT LIGHT FIXTURE
- FLOOR LIGHT
- FAN
- FAN-LIGHT UNIT
- SMOKE DETECTOR
- CARBON MONOXIDE ALARM
- COMBINATION SMOKE DETECTOR/CO ALARM
- TELEVISION
- DATA/WIRELESS

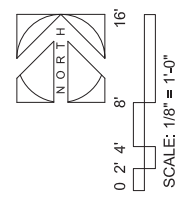
P.L. & @	PROPERTY LINE	(E) EXISTING	MAX. M.C. MEMB.	MAXIMUM MEMBRANE	S. S.C. SOLID CORE SCHEDULE	SOUTH SOLID CORE SCHEDULE
CL	CENTERLINE	ELEV. ELEVATION	MFR. METAL	METAL	S.D. SOAP DISPENSER	SOAP DISPENSER
#	POUND OR NUMBER	EMER. EMERGENCY	MFR. MINIMUM	MINIMUM	SECT. SECTION	SECTION
(E)	EXISTING	ENCL. ENCLOSURE	MISC. MISCELLANEOUS	MISCELLANEOUS	SG/ S.G./ S.G.D.	SINGLE GLAZED GLASS/SHELVES
(N)	NEW	EW. EACH WAY	MOUNTED	MOUNTED	SH. SHEET	SHEET
A.B.	ANCHOR BOLT	EXNS. EXISTING			SH. SLIDING GLASS DOOR	SLIDING GLASS DOOR
A.C.	ASPHALTIC CONCRETE	EXP. EXPANSION/EXPOSED			SH. SHELF/SHELVES	SHELF/SHELVES
ACOUS.	ACOUSTICAL	EXT. EXTERIOR/EXTINGUISHER			SH. SHIM	SHIM
ADJ.	ADJUSTABLE				SL. SLIDING	SLIDING
ADL.	ADJUSTABLE				SL. SLIDING	SLIDING
ADDL.	ADDITIONAL				S.N.R. SANITARY NAPKIN DISPENSER	SANITARY NAPKIN DISPENSER
A.F.C.I.	ARC FAULT CIRCUIT INTERRUPTER				S.N.R. SANITARY NAPKIN RECEPTACLE	SANITARY NAPKIN RECEPTACLE
A.F.F.	ABOVE FINISH FLOOR				S.P. SHELF & POLE	SHELF & POLE
AGGREGATE	AGGREGATE				S.P. SPECIFICATION/SPECIFY	SPECIFICATION/SPECIFY
AGRM.	AGGREGATE				SQ. SQUARE	SQUARE
APPR.	APPROXIMATE				S.S.D. SEE STRUCTURAL DRAWINGS	SEE STRUCTURAL DRAWINGS
APPROX.	APPROXIMATE				STA. STATION	STATION
ARCH.	ARCHITECTURAL				STD. STANDARD	STANDARD
ASPH.	ASPHALT/ASPHALTIC				STL. STEEL	STEEL
BD.	BOARD				STOR. STORAGE	STORAGE
BDRM.	BEDROOM				STR. STRUCTURAL	STRUCTURAL
BTUM.	BUTYRUMINOUS				SYM. SYMMETRICAL	SYMMETRICAL
BIDS.	BUILDING				T. TREAD	TREAD
BKLG.	BLOCKING				T.B. TOP OF CURB/TOP OF CONCRETE	TOP OF CURB/TOP OF CONCRETE
BN.	BENCH				TEL. TELEPHONE	TELEPHONE
B.O.	BOTTOM OF				T.A.G. TONGUE AND GROOVE	TONGUE AND GROOVE
BOT.	BOTTOM				TH/THK. THICKNESS	THICKNESS
B.TWN.	BETWEEN				T.O. TOP OF FINISH	TOP OF FINISH
B.U.	BUILD-UP				T.O.P. TOP OF PLATE	TOP OF PLATE
CABT.	CABINET				T.O.W. TOP OF WALL	TOP OF WALL
C.B.	CATCH BASIN				T.P.D. TYPICAL	TYPICAL
CEM.	CEMENT				UNFIN. UNFINISHED	UNFINISHED
C.F.	COMPACT FLOURESCENT				UNO. UNLESS NOTED OTHERWISE	UNLESS NOTED OTHERWISE
CL	CAST IRON				UR. UNLESS OTHERWISE NOTED	UNLESS OTHERWISE NOTED
CLG.	CEILING				V.B./ V.BAR. VAPOR BARRIER	VAPOR BARRIER
CLOS.	CLOSET				VERT. VERTICAL	VERTICAL
CLM.	CONCRETE MASONRY UNIT				VERT. VERTICAL	VERTICAL
CNTR.	COUNTER				V.G.D.F. VERTICAL GRAIN DOUG FR	VERTICAL GRAIN DOUG FR
C.O.	CASED OPENING/CENTER OF				W. WATT(S)	WATT(S)
COL.	COLUMN				W. WITH	WITH
COL.	COMPOSITION				WIO. WITHOUT	WITHOUT
COL.	COMPOSITION				W.C. WATER CLOSET (TOILET)	WATER CLOSET (TOILET)
CON.	CONNECTION				W.D. WOOD WEATHER	WOOD WEATHER
CONSTR.	CONSTRUCTION				W.P. WATERPROOF	WATERPROOF
CONSTR.	CONSTRUCTION				W.P.B.P. WATERPROOF BUILDING PAPER	WATERPROOF BUILDING PAPER
CONTR.	CONTRACTOR				WSCT. WEIGHT	WEIGHT
CONTR.	CONTRACTOR					
CORR.	CORRIDOR					
CORR.	CORRIDOR					
CSMT.	CASEMENT					
C.T.	CERAMIC TILE					
C.U.	COMBINATION UNIT					
DBL.	DOUBLE					
DEPT.	DEPARTMENT					
DET.	DETAIL					
D.F.	DOUBLE HUNG					
D.H.	DOUBLE HUNG					
D.O.	DOUBLE HUNG					
D.P.	DISPENSER/DISPOSER					
DN.	DOWN					
DR.	DOOR					
DRWG.	DRAWING					
DWG.	DRAWING					

ABBREVIATIONS



SITE PLAN

1



EDW. LEE HAMMACK ARCHITECT
Ca. Reg. no. C-13890
3687 Folsom Street
San Francisco CA 94110
415.382.4428

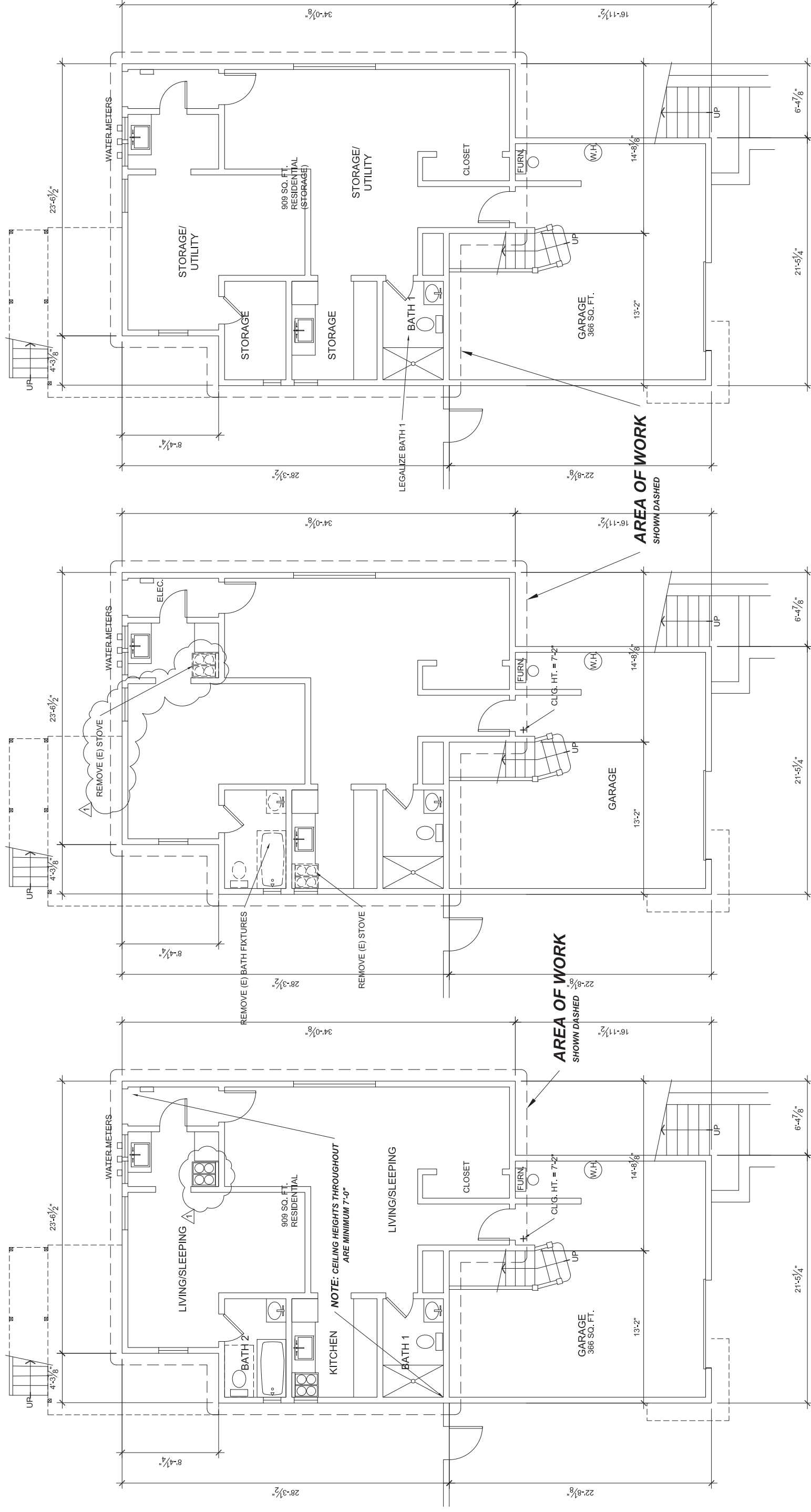
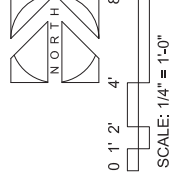


SITE PLAN, GEN'L. INFORMATION

1215 29th AVENUE
SAN FRANCISCO
CALIFORNIA

DATE: 18 NOV. 2020
REVISIONS:
3 DEC. 2020

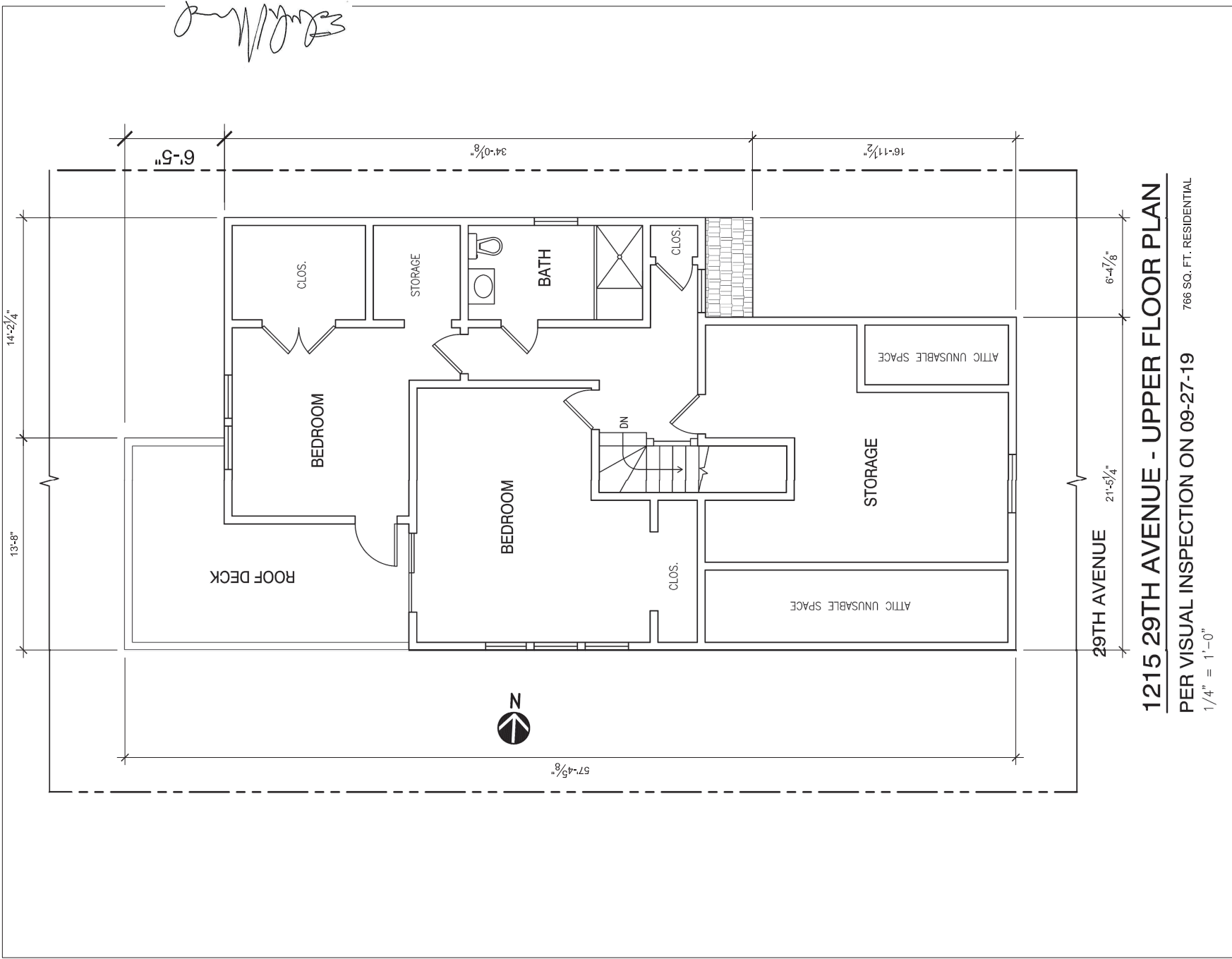
SHEET NO.
A1.1



1 1ST FLOOR PLAN - EXIS'G.

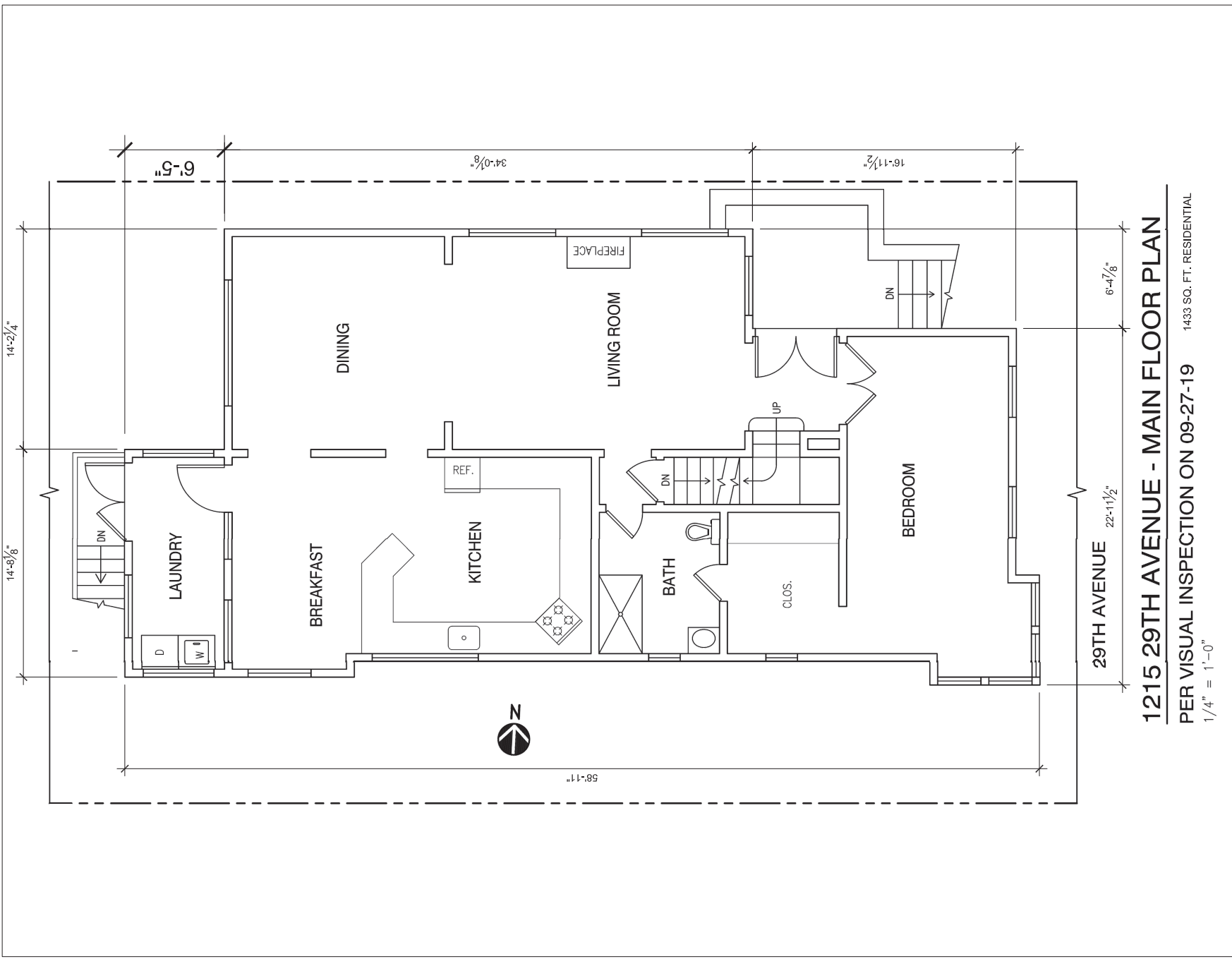
2 1ST FLOOR PLAN - DEMO.

3 1ST FLOOR PLAN - PROP.



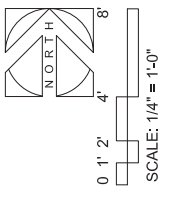
1215 29TH AVENUE - UPPER FLOOR PLAN

PER VISUAL INSPECTION ON 09-27-19 766 SQ. FT. RESIDENTIAL
 1/4" = 1'-0"



1215 29TH AVENUE - MAIN FLOOR PLAN

PER VISUAL INSPECTION ON 09-27-19 1433 SQ. FT. RESIDENTIAL
 1/4" = 1'-0"



2 3D FLOOR -
 EXIS'G/NO WORK

1 2D FLOOR -
 EXIS'G/NO WORK



EXHIBIT B – RESPONSE TO PLAN CHECK LETTER

EXHIBIT B
Conditional Use Authorization
Case Number 2020-010729CUA
1215 29th Avenue



EDW. LEE HAMMACK ARCHITECT
California Registration no. C-13890

29 January 2021

Vincent W. Page II
Zoning and Compliance Division
San Francisco Planning Department
49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103

Re: **RESPONSE TO PLAN CHECK LETTER**
Record No.: 2020-010729CUA
Project Address: 1215 29th Avenue
Block/Lot 1721/002
Zoning: R-1(D) (Residential, House, One Family, Detached)
Zoning District
Property Owner: **Timothy McCall West**
c/o Christie West
1215 29th Avenue
San Francisco, CA 94122
Staff Contact: Vincent W. Page II – (628) 652-7396
Vincent.w.page.ii@sfgov.org

Dear Mr. Page:

I have received and reviewed the Plan Check Letter for the above referenced application which was dated December 30, 2020. We would respond to your comments as follows:

Response to Project Review Comments

1. Planning Code Review Check List: See response below.
2. Owner of Property: The owner of record is:
Timothy McCall West
c/o Christie West
1215 29th Avenue
San Francisco, CA 94122

Ms. West is the mother of Timothy West and has been actively managing the property. Please note that the address listed in the Plan Check Letter was never correct. At one time, the West family maintained a P.O. Box in **Los Altos**; however, I am informed and believe that the owner (Tim West) and the property manager (Christie West) are currently

receiving all mail at the property address.

3. Proposed Occupancy: Ms. West is currently occupying a room on the main floor of the residence. The Application seeks to remove the ground floor units as separate dwelling units and restrict their use to storage or casual day use, only. If the Application is approved, it would restore the property to its originally approved use as a single-family dwelling, detached, with Ms. West in residence on the ground floor.
4. Occupancy of Unauthorized Units: I am informed and believe that the two units are currently occupied by tenants. This was an error in the original Application.
5. Design or Functional Deficiencies:
 - a. Second means of egress. The rear unit does not have a second means of egress.
 - b. Access to residence: the rear unit does not have interior access to the residence.
 - c. Ceiling Heights. Neither space has code minimum ceiling heights throughout.
 - d. Natural Air/light. The front unit currently does not have adequate natural air and light
6. New Non-Residential Use:
 - a. Additional Storage: Currently, the residence lacks sufficient storage space.
 - b. Neighbors have complained about the number of residents in the dwelling which they deem to be incompatible with the neighborhood.
 - c. The new day use areas on the ground floor would also allow Ms. West, who has ambulatory impairments, to have increased access to the rear yard and a safer space for her rescue dogs.
7. Impact on City Housing Stock: The owner acknowledges that the Conditional Use Authorization would eliminate two unauthorized units from housing use; however, neither space is code compliant and the cost to bring them into compliance is not financially feasible for the owner. Furthermore, the housing market has collapsed since COVID and the financial viability of these units as part of the housing stock is highly questionable.
8. Design or Functional Deficiencies: See response to item #5. This is essentially the same issues. The difference between merger of units and conversion is unclear.
9. Removal of Units Subject to Rent Ordinance: I am informed and believe that the two unauthorized units are subject to the Rent Ordinance. If the Application is granted, it would result in removal of these units since the resulting spaces could no longer be used as separate units for dwelling purposes.

10. Appraisal of Fair Market Value with Units: Under the current circumstances, the at risk occupants of the residence cannot allow unknown persons who are not part of their cohort to enter and inspect the property sufficiently to produce the required reports. As soon as restrictions are lifted and/or the residents have been vaccinated, appropriate arrangements will be made for the required appraisal.
11. Appraisal of Fair Market Value without Units: Under the current circumstances, the at risk occupants of the residence cannot allow unknown persons who are not part of their cohort to enter and inspect the property sufficiently to produce the required reports. As soon as the current health crisis has been abated and/or the residents have been vaccinated, appropriate arrangements will be made for the required appraisal.

Response to Plan Submittal Guidelines:

Under the current circumstances, the at risk occupants of the residence cannot allow unknown persons who are not part of their cohort to enter and inspect the property sufficiently to produce the required plans and sections. As soon as the current health crisis has been abated and/or the residents have been vaccinated, appropriate arrangements will be made for the required supplemental drawings.

As soon as the supplemental appraisals and drawings are available, we will forward them to your attention. On behalf of the owner, I look forward the Planning Department's favorable decision on this Application.

Very truly yours,

Edw. Lee Hammack, Architect

Cc: (via email only)

Christie West, christiewest11@gmail.com

Robert Noelke, robertnoelke@aol.com

Norman Chong, nchong@to2law.com

Delvin Washington, delvin.washington@sfgov.org

Tina Tam, tina.tam@sfgov.org



EXHIBIT C – LAND USE DATA TABLE

EXHIBIT C
Conditional Use Authorization
Case Number 2020-010729CUA
1215 29th Avenue



LAND USE INFORMATION

PROJECT ADDRESS: 1215 29TH AVE
RECORD NO.: 2020-010729CUA

	EXISTING	PROPOSED	Net Change
GROSS SQUARE FOOTAGE (GSF)			
Parking GSF	366	366	0
Residential GSF	3,108	3,108	0
Retail/Commercial GSF	N/A	N/A	N/A
Office GSF	N/A	N/A	N/A
Industrial/PDR GSF <i>Production, Distribution, & Repair</i>	N/A	N/A	N/A
Medical GSF	N/A	N/A	N/A
Visitor GSF	N/A	N/A	N/A
CIE GSF	N/A	N/A	N/A
Usable Open Space	N/A	N/A	N/A
Public Open Space	N/A	N/A	N/A
Other	N/A	N/A	N/A
PROJECT FEATURES (Units or Amounts)			
Dwelling Units - Unauthorized	2	0	-2
Dwelling Units - Authorized	1	1	0
Dwelling Units - Total	3	1	-2
Hotel Rooms	N/A	N/A	N/A
Number of Buildings	1	1	0
Number of Stories	3	3	0
Parking Spaces	1	1	0
Loading Spaces	N/A	N/A	N/A
Bicycle Spaces	N/A	N/A	N/A
N/A	N/A	N/A	N/A
Other	N/A	N/A	N/A

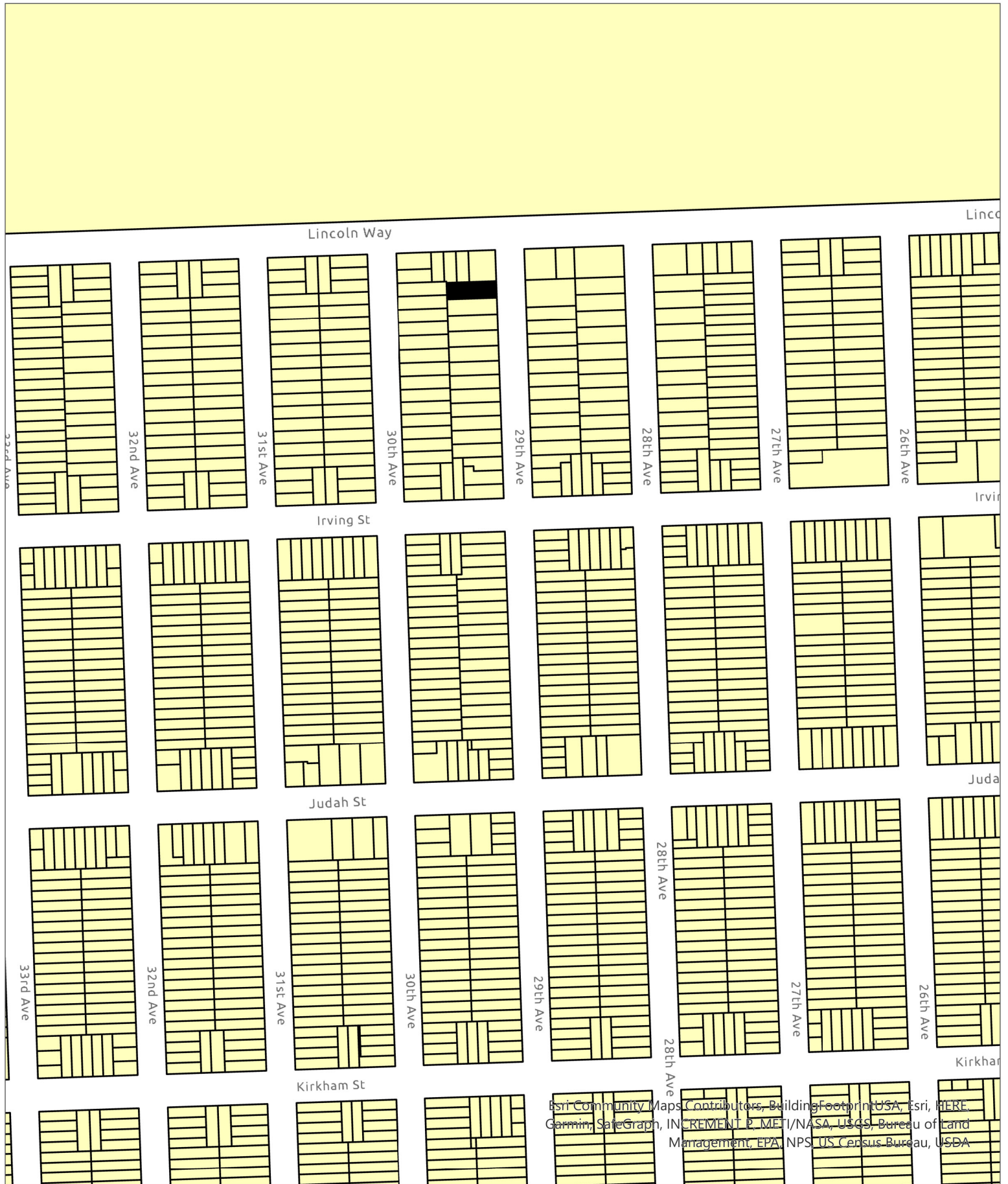


EXHIBIT D – MAPS AND CONTEXT PHOTOS

EXHIBIT D
Conditional Use Authorization
Case Number 2020-010729CUA
1215 29th Avenue

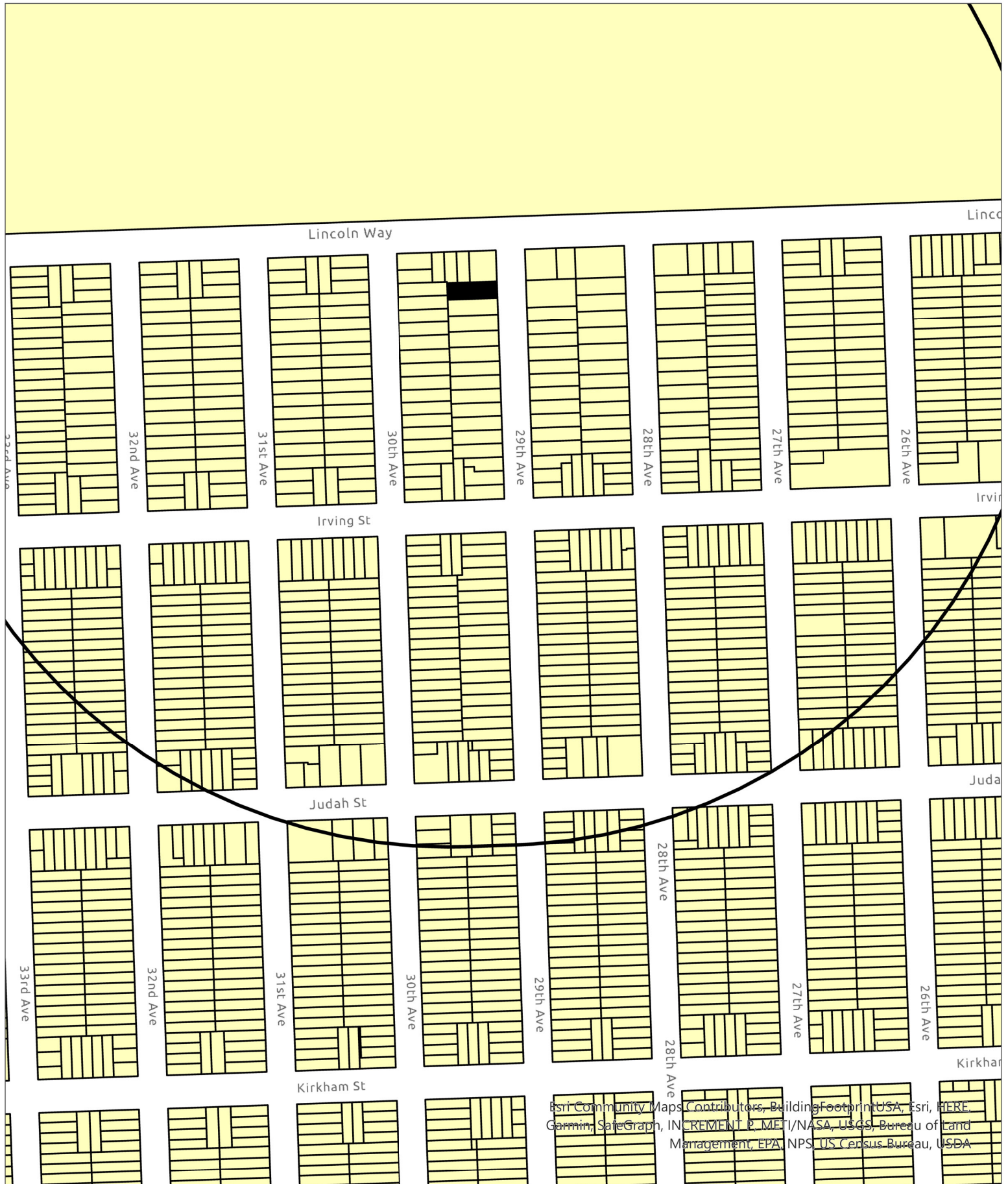
Assessor's Block Map





Esri Community Maps Contributors, Building Footprint USA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA





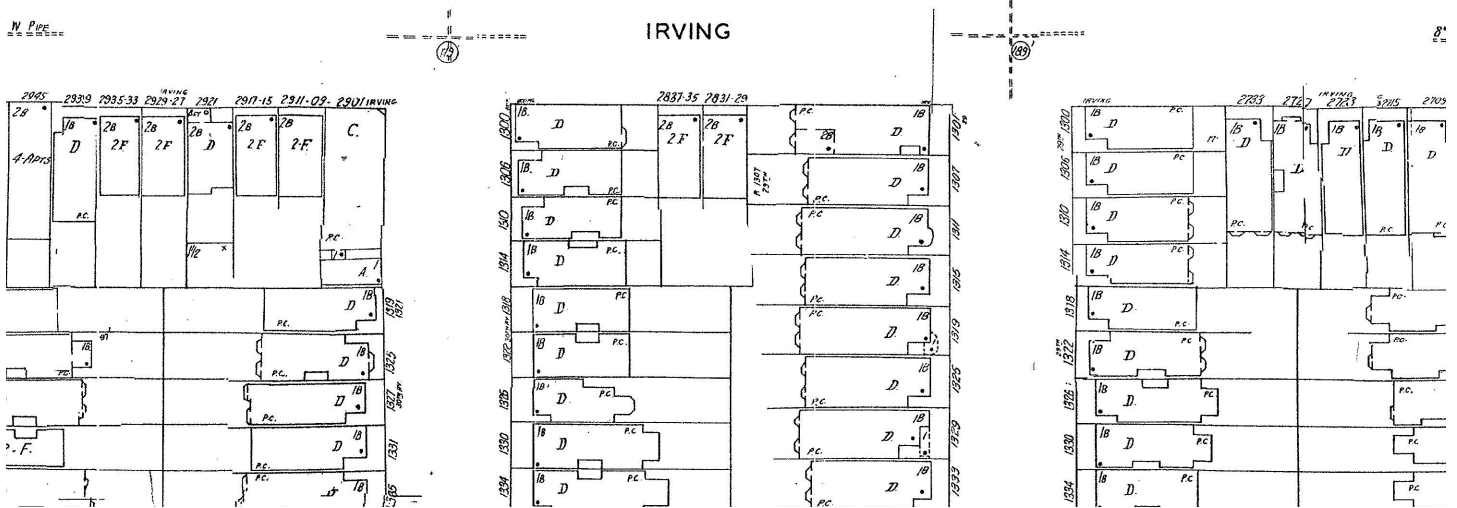
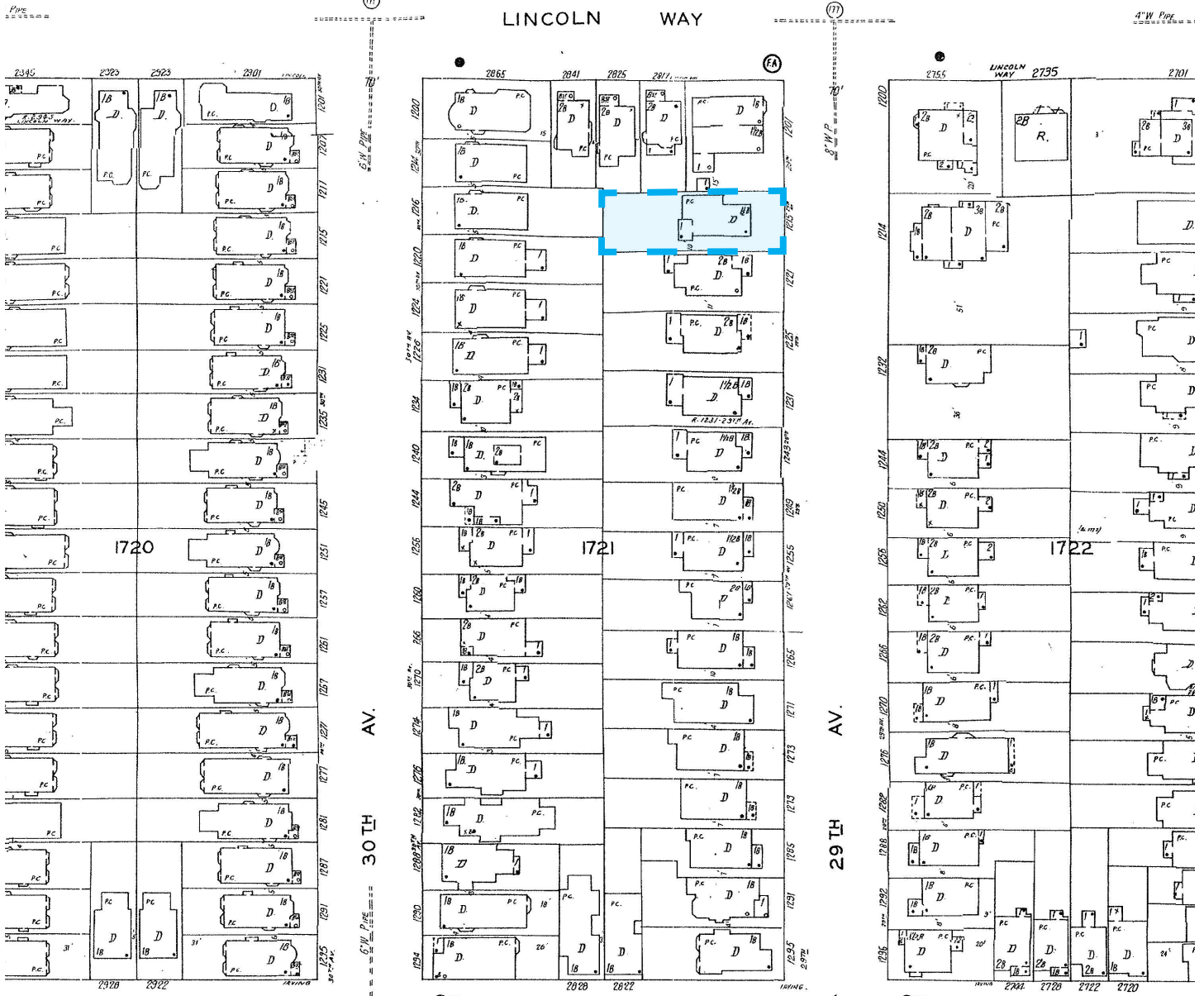
Esri Community Maps Contributors, Building Footprint USA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA





Esri Community Maps Contributors, Building Footprint USA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

THESE SANBORN MAPS ARE DATED TO THE MID 1990'S
USE ONLY FOR HISTORICAL CONTEXT
GOLDEN GATE PARK



Historic Aerial (1938)

Source: sfplanninggis.org/1938



Site Photos

Source: Planning Department Site Visit 10/11/19





EXHIBIT E – EVICTION RECORDS

EXHIBIT E
Conditional Use Authorization
Case Number 2020-010729CUA
1215 29th Avenue

Rent Board Response to Request for Planning Department Records Search

Re: 1215 29th Ave.

This confirms that the undersigned employee of the San Francisco Rent Board has reviewed its database records pertaining to the above-referenced unit(s) to provide records that may demonstrate evidence of residential use. All searches are based on upon the street addresses provided.

No database records were identified.

There are no Rent Board records in our database related to your search request for the property address requested. However, it is important to note that the absence of records for some or all of the residential units at a property does not mean there is or has been no residential use. Property owners are not required by law to provide any information or file any documents with the Rent Board, unless they are seeking to take a certain action such as an eviction, a rent increase, or a buyout. Thus, there are many properties and many residential units for which the Rent Board has no records.

Yes, the following records were identified:

- o See attached documents.

Pursuant to your request, we have searched the Rent Board's database for records related to the property requested. Attached are some Rent Board records resulting from our search. These records can be used as evidence of prior and/or current residential use of the property. However, it is important to note that the absence of records for some or all of the residential units at a property does not mean there is or has been no residential use. Property owners are not required by law to provide any information or file any documents with the Rent Board, unless they are seeking to take a certain action such as an eviction, a rent increase, or a buyout. Thus, there are many properties and many residential units for which the Rent Board has no records.

Regarding the records provided, please note that the data in the "# of units" field was imported from another department's database in 2002 and might not be accurate. It does not represent a determination by the Rent Board of the number of units at the property.

Signed:



Dated:

5-1-19

Van Lam

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

Eviction Notices

Case No.	Property Address	File Date		Zip	Reason
		Declaration	Buyout		
M142700	1215 29th Avenue	12/15/14		94122	Denial of Access to Unit
M182600	1215 29th Avenue, #Downstairs	09/06/18		94122	Owner Move In



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

Action Log

***Eviction Notice # M142700
1215 29th Avenue***

Date	Action	By
1/11/19	File copied pursuant to subpoena duces tecum from Mark Hooshmand, Hooshmand Law Group	Cathy Helton



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

Action Log

***Eviction Notice # M182600
1215 29th Avenue***

Date	Action	By
9/ 6/18	OMI Notice Filed. Note: It appears that the owner moving in may not actually be on title.	Christina Varner
9/ 6/18	First Statement of Occupancy Filed LL not recovered possession	Christina Varner
9/10/18	OMI Notice Complete	Christina Varner
9/10/18	Statement of Occupancy Reviewed	Christina Varner
9/12/18	T. Ramsey Nayef provided with copy of the filed notice and documents.	GM-Front Counter
9/12/18	<p>TC with owner moving in (as listed on the eviction notice) Christie Barrett West. Ms. West stated that she is the landlord and property manager and her son is the owner. I wanted to clarify an inconsistency with the documents submitted. Ms. West said that the tenant should not have all the documents in the file. I explained that all records filed here are public records, and that additionally the Rent Board is required to send copies of any Statement of Occupancy filed with the Rent Board to the tenant. Ms. West said she would have her attorney call me (no attorney was listed on the eviction notice).</p> <p>TC with Ms. West's attorney, Steve Cone (650) 321-4460. He stated that he is not attorney of record for this matter, but that he is representing Ms. West on other matters in Santa Clara county and helped her out preparing the OMI notice. I said that Ms. West can file a formal rescission of the eviction notice, but once any rescission action is complete, an original eviction notice file and a rescission file will just be closed, and RB cannot return documents to her that have already been filed or make confidential certain documents simply because she does not want them public or does not want the tenants to have access to them.</p>	Christina Varner
9/13/18	Recd 3 VMs from Christie Barrett West, stating that she is the owner of the property. TC to Ms. West. I explained to her that I had called her yesterday because I noticed an inconsistency in the documents submitted and I simply wanted to let her know. I confirmed that all documents filed here are public record and that we would be mailing the Statement of Occupancy to the tenant in our regular course of business.	Christina Varner
9/13/18	Statement of Occupancy Complete	Christina Varner



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

Action Log

**Eviction Notice # M182600
1215 29th Avenue**

Date	Action	By
9/13/18	Rec'd 3 VMs from Ms. West, returned call. She stated that she had clarified with Christina that the statement of occupancy was being processed in our regular course of business.	Robert Collins
9/14/18	Statement of Occupancy Sent to Tenant	Christina Varner
9/26/18	T comes to RB. I explained UD process after receiving an eviction notice. I referred him to TU, HRC.	Christina Varner
10/26/18	Notice of Constraints Recorded	Christina Varner
11/ 9/18	Notice of Constraints Returned by Recorder	Christina Varner
11/28/18	Notice of Maximum Rent Sent to Unit	Christina Varner
11/29/18	VM from LL Christie Barrett West (650) 450-3234 who stated that she never completed the OMI, and the action should be taken off of her mortgage, the tenant did not complete his end of the deal, and he did not sign any agreements whatsoever, and the OMI did not go through, and the tenant ended up suing her, and he was supposed to be out of the unit by 10/1/18 but wasn't out until 10/20/18, and to call her right away as her title company is going nuts.	Christina Varner
11/29/18	VM from Steve Cone (650) 321-4460, who is Christie Barrett West's attorney, and said that Ms. West said she spoke with myself about withdrawing the OMI, and she asked him to call me and asked what the procedure is for withdrawing.	Christina Varner
11/29/18	TC to Steve Cone, LM explaining that RO requires us to record constraints after OMI notice is filed. Explained that if LL wants to rescind, she can file Request for Rescission, and directed him to the form on the website. TC to Christie Barrett West, I explained that under 37.9B(e) RB is required to record constraints on the notice within 30 days after the effective date. She wanted me to speak with her attorney, so I agreed to call him back. TC with Steve Cone, he said he listened to my VM. I re-explained our recording requirements and the rescission process. I told him it could take at least 2 months, and that the tenants will be notified. I explained that it could go to hearing if we determine the case needs a hearing. I again encouraged Mr. Cone to contact a LL atty that practices in SF.	Christina Varner



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

Action Log

***Eviction Notice # M182600
1215 29th Avenue***

Date	Action	By
12/21/18	Request for Rescission of OMI Notice Filed	Christina Varner
1/15/19	File copied for Mark Hooshmand pursuant to subpoena duces tecum.	Cathy Helton
2/ 4/19	TC with T Ramsey Nayef Abouremeleh with questions on OMI Rescission. The tenants have moved. I updated their address in players info and T Nayef also provided his phone number.	Christina Varner
3/20/19	Request for Rescission of OMI Notice Denied	Christina Varner
3/21/19	TC to LL's atty Steve Cone. Informed him that OMI Rescission Request was denied, and the SOO is currently due. Requested that the SOO be submitted no later than 3/29/19.	Christina Varner



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

Date: 11/28/18

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.

Notice of Maximum Rent

TO: Occupant of 1215 29th Avenue, #Downstairs Bedroom, San Francisco, CA 94122

FROM: Christina Varner, Deputy Director, San Francisco Rent Board

RE: Case No. M182600

You are receiving this notice because the tenant at 1215 29th Avenue, #Downstairs Bedroom, San Francisco, CA 94122 received an eviction notice on 8/27/2018 pursuant to Rent Ordinance Section 37.9(a)(8). The eviction notice stated that the landlord or the landlord's relative intended to occupy the unit at 1215 29th Avenue, #Downstairs Bedroom, San Francisco, CA <94122 as their principal residence for a period of at least 36 continuous months.

If the landlord has re-rented the unit from which the tenant was evicted within five years after the eviction notice was served on 8/27/2018, the maximum rent for the unit upon re-rental is limited to no more than the rent that the displaced tenant would have paid had the displaced tenant remained in occupancy, plus any allowable rent increases. See Rent Ordinance Section 37.9B(a).

According to the eviction notice, the rent for 1215 29th Avenue, #Downstairs Bedroom, San Francisco, CA 94122 on 8/27/2018 was \$1,800.00. If you are currently a tenant at this address, and your rent is more than the sum of this amount plus the allowable annual rent increases, you may be paying more than the maximum rent for your unit. You can find a list of the allowable annual rent increases on the Rent Board's website at www.sfrb.org.

Please note that the Rent Board has made no determination that the rent stated on the eviction notice is accurate and/or is a lawful amount under the Rent Ordinance. Any variation could affect the amount of the maximum lawful rent for your unit.

If you believe you are paying more than the maximum lawful rent for your unit, you may file a tenant petition at the Rent Board for a refund of rent overpayments and to get a determination of your lawful rent. Rent Board counselors are available to discuss your rights and the procedure for filing a tenant petition by calling 415.252.4602 or by visiting our office during normal business hours. You may also wish to seek legal advice from a private attorney regarding additional rights to injunctive relief and/or money damages that may be available in civil court.

Any person who charges an excessive rent in violation of Rent Ordinance Section 37.9B(a) is guilty of a misdemeanor and shall be punished by a mandatory fine of \$1,000.00, and in addition to such fine, may be punished by imprisonment in the County Jail for a period of not more than six months. Each month or portion thereof that the landlord charges an excessive rent in violation of Section 37.9B(a) shall constitute a separate offense. See Rent Ordinance Section 37.10A(i).

**THIRTY-DAY NOTICE OF TERMINATION OF TENANCY
LANDLORD'S MOVE IN EVICTION**

To: Ramsey Nayef Abouremelh and Jen Sarkany and all others in possession of the downstairs bedroom located in the single-family house located at 1215 29th Avenue, San Francisco, CA 94122 referred to below as "the Premises".

PLEASE TAKE NOTICE that your occupancy of the Premises under a lease executed on or about March 19, 2018 is terminated effective October 1, 2018 on the grounds that the Landlord, Christie Barrett West, seeks to recover this premises for the occupancy of the Landlord, for a period of at least 36 months under section 37.9(a)(8) of the Rent Ordinance of the City and County of San Francisco.

I purchased the house in which the above described premises in 1982. It is currently held in the name of Landlord's son, Timothy McCall West, as a matter of convenience, under a deed recorded May 7, 2018. Landlord is managing and has managed this rental property for her own benefit for many years and is named as Landlord on the lease under which the Tenants named above hold possession of the Premises and named on the mortgage.

Landlord has been temporarily occupying an illegal unit of the garage in the same building as the Premises since February 2018. The illegal unit is smaller than the Premises and was not originally designed for human occupancy.

The property on which the Premises is located has 3 other legal rooms that are rented to other tenants. In addition, Landlord has a condominium in Mountain View, California that is rented to a long-term tenant. There are no units comparable to the Premises in the same building.

The current rent for the Premises is \$1800 per month. Under section 37.9B(a) of the Rent Ordinance of the City and County of San Francisco, the current tenants have the right to re-rent the Premises at the same rent, as adjusted under that ordinance, if the Premises is offered for rent during the 5-year period after service of this notice to vacate. A copy of section 37.9B is attached to as Exhibit A and served with this Notice.

As required by law, the following forms are attached to this Notice:

Exhibit B-Notice to Tenant Required by Rent Ordinance 37.9(c).

Exhibit C- Landlord's Declaration (Rent Ordinance 37.9(a)(8)(v)).

Exhibit D- Notice of Tenant's Relocation following Owner or Relative Move-in Eviction.

Exhibit E-Relocation Benefits for Tenants form.

Exhibit F-Rights to Relocation for No-Fault Evictions (Rent Ordinance 37.9C).

RECEIVED

SEP 06 2018

S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

M182600

August 27, 2018

Page 2

WARNING: Pursuant to Rent Ordinance 37.9(i), Tenants are notified that either or both of them have 30 days from the date of service of a notice of termination of tenancy under Rent Ordinance 37.9(a)(8), within which to submit a statement, with supporting evidence, to the Landlord if either claims to be aged or disabled for purposes of as defined in that subsection and that Tenants failure to do so shall be deemed an admission that the tenant is not protected by section 37.9(i).

WARNING: Pursuant to Rent Ordinance 37.9(j), Tenants are notified that either or both of them have 30 days from the date of service of a notice of termination of tenancy under Rent Ordinance 37.9(a)(8), within which to submit a statement, with supporting evidence, to the Landlord if either claims to be an educator or that there a school age children living in the Premises as defined in that subsection and that Tenants failure to do so shall be deemed an admission that the tenant is not protected by section 37.9(i).

Dated: August 27, 2018

Christie Barrett West

Christie Barrett West,
Landlord.

EXHIBIT A

Sec. 37.9B Tenant Rights In Evictions Under Section 37.9(a)(8).

[Added by Ord. No. 293-98, effective November 1, 1998; amended by Ord. No. 57-02, effective June 2, 2002; amended by Proposition H, effective December 22, 2006; amended by Ord. No. 160-17, effective August 27, 2017]

(a) Any rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by the landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the landlord's spouse, or the spouses of such relations must, if offered for rent during the five-year period following service of the notice to quit under Section 37.9(a)(8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to this Chapter 37. If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to this Chapter, the landlord shall bear the burden of proving that the rent could have been legally increased during that period. If it is asserted that the increase is based in whole or in part upon any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the Rent Board pursuant to the procedures of this Chapter. Displaced tenants shall be entitled to participate in and present evidence at any hearing held on such a petition. Tenants displaced pursuant to Section 37.9(a)(8) shall make all reasonable efforts to keep the Rent Board apprised of their current address. The Rent Board shall provide notice of any proceedings before the Rent Board to the displaced tenant at the last address provided by the tenant. No increase shall be allowed on account of any expense incurred in connection with the displacement of the tenant.

(b) (1) For notices to vacate served before January 1, 2018, any landlord who, within three years of the date of service of the notice to quit, offers for rent or lease any unit in which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or lease to the tenants displaced in the same manner as provided for in Sections 37.9A(c) and (d).

(2) For notices to vacate served on or after January 1, 2018, any landlord who, within five years of the date of service of the notice to quit, offers for rent or lease any unit in which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for

1 rent or lease to the tenants displaced, by mailing a written offer to the address that the tenant
2 has provided to the landlord. If the tenant has not provided the landlord a mailing address, the
3 landlord shall mail the offer to the address on file with the Rent Board, and if the Rent Board
4 does not have an address on file, then to the unit from which the tenant was displaced and to
5 any other physical or electronic address of the tenant of which the landlord has actual
6 knowledge. The landlord shall file a copy of the offer with the Rent Board within 15 days of the
7 offer. The tenant shall have 30 days from receipt of the offer to notify the landlord of acceptance
8 or rejection of the offer and, if accepted, shall reoccupy the unit within 45 days of receipt of the
9 offer.

10 (c) In addition to complying with the requirements of Section 37.9(a)(8), an owner who
11 endeavors to recover possession under Section 37.9(a)(8) shall inform the tenant of the
12 following information in writing and file a copy with the Rent Board within 10 days after service of
13 the notice to vacate, together with a copy of the notice to vacate and proof of service upon the
14 tenant;

15 (1) The identity and percentage of ownership of all persons holding a full or
16 partial percentage ownership in the property;

17 (2) The dates the percentages of ownership were recorded;

18 (3) The name(s) of the landlord endeavoring to recover possession and, if
19 applicable, the names(s) and relationship of the relative(s) for whom possession is being sought
20 and a description of the current residence of the landlord or relative(s);

21 (4) A description of all residential properties owned, in whole or in part, by the
22 landlord and, if applicable, a description of all residential properties owned, in whole or in part, by
23 the landlord's grandparent, parent, child, grandchild, brother, or sister for whom possession is
24 being sought;

25 (5) The current rent for the unit and a statement that the tenant has the right to
26 re-rent the unit at the same rent, as adjusted by Section 37.9B(a) above;

27 (6) The contents of Section 37.9B, by providing a copy of same; and

28 (7) The right the tenant(s) may have to relocation costs and the amount of those

1 relocation costs.

2 (d) The landlord shall pay relocation expenses as provided in Section 37.9C.

3 (e) Within 30 days after the effective date of a written notice to vacate that is filed with
4 the Rent Board under Section 37.9B(c) the Rent Board shall record a notice of constraints with
5 the County Recorder identifying each unit on the property that is the subject of the Section
6 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under Section
7 37.9(a)(8) and 37.9B. For notices to vacate filed under Section 37.9B(c) on or after January 1,
8 2018, the Rent Board shall also send a notice to the unit that states the maximum rent for that
9 unit under Sections 37.9(a)(8) and 37.9B, and shall send an updated notice to the unit 12
10 months, 24 months, 36 months, 48 months and 60 months thereafter, or within 30 days of such
11 date. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord
12 may apply to the Rent Board for a rescission of the recorded notice of constraints. The Rent
13 Board shall not be required to send any further notices to the unit pursuant to this subsection (e)
14 if the constraints on the unit are rescinded.



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at www.sfrb.org.

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at www.sfmohcd.org for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sfrb.org.

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en www.sfmohcd.org para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sfrb.org.

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ www.sfmohcd.org để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

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租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：www.sfrb.org。

您可能符合資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能符合資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sfrb.org.

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («МОHCD»), www.sfmohcd.org, где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобном рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sfrb.org.

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa www.sfmohcd.org para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

EXHIBIT C

DECLARATION OF LANDLORD FOR MOVE-IN EVICTION
(Rent Ordinance 37.9(a)(8)(v))

I, Christie Barrett West, declare as follows:

I am the landlord of a single-family residence located at 1215 29th Avenue, San Francisco, CA 94122. I rent rooms in that residence. Two of my tenants, Ramsey Nayef Abouremeleh and Jen Sankary (the "Tenants"), now occupy one of those rooms, under a lease executed on or about March 19, 2018. Their room is referred to below as "the Premises".

I am temporarily occupying an illegal unit in the garage of the same house, Jose M. Ortega. I moved into that unit in February 2018 to effect repairs required by the storms in the winter of 2016-2017. I am seeking to recover possession of the Premises effective October 1, 2018 in good faith, with no ulterior motive and with honest intent for the occupancy of the Landlord for a period of at least 36 months under section 37.9(a)(8) of the Rent Ordinance of the City and County of San Francisco. I am 67 years old and have had spinal and hip surgery that now limit my mobility and make continued occupancy of the illegal unit as my living space difficult and uncomfortable. The garage unit is smaller than the Premises and has little natural light unlike the Premises. I made the decision to seek to move into the Premises well-before being served by the Tenants with court papers requesting Civil Harassment restraining orders on or about August 23, 2019.

My dominant motive and honest intent in taking this action is to occupy the Premises as my residence for at least 36 months. There have been no prior owner move-in evictions with respect to the Premises or the other rooms in the house. I have not evicted any other tenants from rental units in San Francisco for any reason other than non-payment of rent in which the tenant who was evicted had resided in the unit for at least 3 years.

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

Dated: August 27, 2018

Christie Barrett West
Christie Barrett West

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AND ARBITRATION BOARD

EXHIBIT D

EXHIBIT E



Relocation Payments for Tenants Evicted Under the Ellis Act*

Date of Service of Notice of Termination of Tenancy ("Eviction Notice")	Relocation Amount Due Per Tenant	Maximum Relocation Amount Due Per Unit	PLUS Additional Amount Due for Each Elderly (62 years or older) or Disabled Tenant
3/01/16 – 2/28/17	\$5,894.63	\$17,683.86	\$3,929.74
3/01/17 – 2/28/18	\$6,286.03	\$18,858.07	\$4,190.67
3/01/18 – 2/28/19	\$6,632.39	\$19,897.15	\$4,421.58

*See Ordinance Section 37.9A for additional relocation requirements for evictions under 37.9(a)(13) (Ellis Act).

Pagos de traslado para inquilinos desalojados según la Ley Ellis*

Fecha del servicio de entrega del aviso de desalojo	Monto de traslado correspondiente por inquilino	Monto de traslado máximo correspondiente por unidad	ADICIONAL Monto adicional correspondiente por cada persona mayor de edad (62 años o más) o inquilino discapacitado
3/01/16 – 2/28/17	\$5,894.63	\$17,683.86	\$3,929.74
3/01/17 – 2/28/18	\$6,286.03	\$18,858.07	\$4,190.67
3/01/18 – 2/28/19	\$6,632.39	\$19,897.15	\$4,421.58

*Ver la Sección 37.9A de la Ordenanza para obtener los requisitos adicionales de traslado por desalojo según 37.9(a)(13) (Ley Ellis).

《艾利斯法案》(Ellis Act) 規定的迫遷搬遷費*

送達迫遷通知的日期	每位房客應得的搬遷費金額	每個單位應得的最高搬遷費金額	外加 每位老年 (62 歲或以上) 或殘障房客應得的額外金額
3/01/16 – 2/28/17	\$5,894.63	\$17,683.86	\$3,929.74
3/01/17 – 2/28/18	\$6,286.03	\$18,858.07	\$4,190.67
3/01/18 – 2/28/19	\$6,632.39	\$19,897.15	\$4,421.58

*請參閱《租賃條例》第 37.9A 節中有關依照第 37.9(a)(13) 節 (《艾利斯法案》) 迫遷的額外搬遷費要求。

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AND ARBITRATION BOARD

EXHIBIT F

1 **Sec. 37.9C Tenants Rights To Relocation For No-Fault Evictions.**

2 [Added by Proposition H, effective December 22, 2006; annotated section
3 37.9C(a)(1) to reference California Civil Code Section 1947.9, which went into
4 effect on January 1, 2013]

4 **(a) Definitions.**

5 **(1) Covered No-Fault Eviction Notice.** For purposes of this section 37.9C, a
6 Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8),
7 (10), (11), or (12). [However, effective January 1, 2013, the amount of relocation payments for
8 temporary displacement of a tenant household under Section 37.9(a)(11) for less than 20 days is
9 governed by California Civil Code Section 1947.9 and not by this Section.]

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

13 **(b)** Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to
14 all rights under any other provision of law, shall be entitled to receive relocation expenses from
15 the landlord, in the amounts specified in section 37.9C(e).

16 **(c)** On or before the date of service of a Covered No-Fault Eviction Notice, the landlord
17 shall notify all occupant(s) in the unit in writing of the right to receive payment under this section
18 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such
19 notification shall include a statement describing the additional relocation expenses available for
20 Eligible Tenants who are senior or disabled and for households with children. The landlord shall
21 file a copy of this notification with the Rent Board within 10 days after service of the notice,
22 together with a copy of the notice to vacate and proof of service upon the tenant.

23 **(d)** A landlord who pays relocation expenses as required by this section in conjunction
24 with a notice to quit need not pay relocation expenses with any further notices to quit based
25 upon the same just cause under Section 37.9(a) for the same unit that are served within 180
26 days of the notice that included the required relocation payment. The relocation expenses
27 contained herein are separate from any security or other refundable deposits as defined in
28 California Code Section 1950.5. Further, payment or acceptance of relocation expenses shall

1 not operate as a waiver of any rights a tenant may have under law.

2 (e) Relocation expenses shall be:

3 (1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall
4 receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and
5 \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord
6 be obligated under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses
7 to all Eligible Tenants in the same unit.

8 (2) In addition, each Eligible Tenant who is 60 years of age or older or who is
9 disabled within the meaning of Section 12955.3 of the California Government Code, and each
10 household with at least one Eligible Tenant and at least one child under the age of 18 years,
11 shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid
12 within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant
13 of entitlement to the relocation payment along with supporting evidence, and \$1,500 of which
14 shall be paid when the Eligible Tenant vacates the unit. Within 30 days after notification to the
15 landlord of a claim of entitlement to additional relocation expenses because of disability, age, or
16 having children in the household, the landlord shall give written notice to the Rent Board of the
17 claim for additional relocation assistance and whether or not the landlord disputes the claim.

18 (3) Commencing March 1, 2007, these relocation expenses, including the
19 maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar, at
20 the rate of increase in the "rent of primary residence" expenditure category of the Consumer
21 Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for
22 the preceding calendar year, as that data is made available by the United States Department of
23 Labor and published by the Board.

24 (f) The provisions of this Ordinance shall apply to all notices to quit served on or after
25 August 10, 2006.

PROOF (DECLARATION) OF SERVICE OF NOTICE TO TENANT

On August 27, 2018 I served the NOTICE(s) herein to the following Tenant(s):
(Insert Date of Service of Notice)

Patricia Aboumeh
(Insert Name of Tenant)

(Insert Name of Tenant)

Gen Sarkany
(Insert Name of Tenant)

(Insert Name of Tenant)

- 3 Day Notice to Pay Rent or Quit
- 3 Day Notice to Perform Covenant or Quit
- 30 Day Notice of Termination of Tenancy
- 60 Day Notice of Termination of Tenancy
- Other: _____

The NOTICE(s) set forth above were served by:

PERSONAL DELIVERY:

I HANDED a copy of the NOTICE(s) to the following Tenant(s)

Gen Sarkany
(Insert Name of Tenant)

(Insert Name of Tenant)

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ST. RESIDENT STABILIZATION AND AFFILIATION BOARD

SUBSTITUTED SERVICE BY LEAVING NOTICE & MAILING:

I LEFT copies of the NOTICE(s) with a person of suitable age and discretion at the residence or usual place of business of the Tenant(s), said Tenant(s) being absent there from. Thereafter, on the same date, I also MAILED copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

(Insert Name of the Person that you left the Notice With Who is At Least 18 years old or Give Description (Age, Sex, Height, Weight etc). if person refuses to give name)

POSTING & MAILING:

I served the NOTICE to the Tenant(s) by POSTING a copy of the NOTICE(s) in a conspicuous place on the Premises, as no person of suitable age or discretion could be found at the Premises and the business cannot be ascertained. Thereafter, on the same date, I also MAILED copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

I declare under penalty of perjury under the laws of the State of California that that at the time of service of the NOTICE(s) I was at least EIGHTEEN (18) years of age and that foregoing is true and correct. If called as a witness to testify thereto, I could do so competently.

Executed (Signed) on August 27 at San Francisco California.
(Insert City)

Rose M. Ortega
Print Name

[Signature]
Signature (To Be Signed Only By the Person Actually Serving the Notice)

OLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Date 08/31/2018

9526612389 91-2 1221

Remitter: SANDRA L FIERRO

Pay To The Order Of: CHRISTIE WEST

Pay: ONE THOUSAND FOUR HUNDRED DOLLARS AND 00 CENTS

\$** 1,400.00 **

Drawn: JPMORGAN CHASE BANK, N.A.

Ryan A. Crowley

Ryan A. Crowley, Managing Director
JPMorgan Chase Bank, N.A.
Phoenix, AZ



Do not write outside this box

Memo:
Note: For information only. Comment has no effect on bank's payment.

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⑈ 9526612389 ⑆ ⑆ 22100024 ⑆ 806002234 ⑆

S.F. RESIDENTIAL RENT STABILIZATION REGISTRATION BOARD

Ramsey N Abouremeleh
Jennifer P Sarkany
1044 Revere Ave
Unit C80
San Francisco, CA 94124

11-7650321 1050

8/31/2018
DATE

PAY TO THE ORDER OF Christie West

\$ 1,800.00

One - thousand Eight Hundred

DOLLARS

SF Fire Credit Union
3201 California Street, San Francisco, CA 94118
415-674-4800

FOR September rent at 1215 Jen Sarkany
27th Ave SF, CA 94122

⑆ 321076506 ⑆ 756000506 21910 ⑆ 1050

NINA ROBIN
684 CASTRO ST #544
SAN FRANCISCO, CA 94114

215
11-81663218
18

Aug 31, 2018
DATE

PAY TO THE ORDER OF Christina West

\$ 1550.00

One thousand five hundred fifty dollars

DOLLARS

FIRST REPUBLIC BANK
3533 California Street
San Francisco, CA 94118
Ph (415) 631-6668 / (800) 392-1487 (24hr Cust Serv)

FOR Rent Sept 2018

⑆ 321081669 ⑆ 80000595976 ⑆ 00215

Recording requested by:
Teuninck & DeBishoppe
6203 San Ignacio Ave., San Jose CA 95119
Santa Clara Co. LDA Reg. No 288 / Exp. 09/15/2019

And when recorded, mail this deed and tax statements to:
Timothy McCall West
c/o Christie West
P.O. Box 1106
Los Gatos California 94023

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2018-K611281-00
Check Number 2423
Monday, MAY 07, 2018 11:13:51
Ttl Pd \$92.00 Rept # 0005801327
okc/KC/1-2

GRANT DEED

A.P.N. Lot 2; Block 1721

No transfer tax due: This conveyance is between parents and their children and meets all of the qualifications set forth in §63.1 of the Revenue and Taxation Code. NO MORTGAGE BALACE

Co. DOCUMENTARY TRANSFER TAX \$ 0.00
EXEMPTION (R&T CODE) § 11930
EXPLANATION: ← see aside

Signature of Declarant Christie Barrett West
Christie Barrett West

For a valuable consideration, receipt of which is hereby acknowledged,
Christie Barrett West, individually and as Trustee of the Christie Barrett Family Trust hereby grant(s) ALL HER UNDIVIDED INTEREST IN SUBJECT PRPERTY to Timothy McCall West, an unmarried man

the following real property in the City of ~~Mountain View~~ ^{San Francisco} ~~San Jose~~ ^{San Francisco}, County of ~~Santa Clara~~ ^{Santa Clara}, State of California
See attached EXHIBIT "A" as Legal Description
More commonly known as: 1215 29th Avenue, San Francisco

Date: 03/27/18

Christie Barrett West
(Signature of declarant) Christie Barrett West

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S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD

Date: 03/27/15

Christie Barrett West, Trustee
(Signature of declarant) Christie Barrett West, Trustee of the Christie Barrett Family Trust

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On Nov 27, 2018, before me, R. Van Steen, Notary Public, personally appeared Christie Barret West, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary

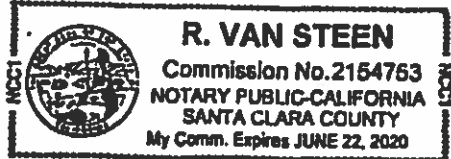


EXHIBIT "A"

Legal Description

Beginning at a point on the westerly line of 29th Avenue, distant thereon 75 feet, Southerly from the Southerly line of Lincoln Way, running thence Southerly along said line of 29th Avenue 40 feet; thence at a right angle Westerly 120 feet; thence at a right angle Northerly 40 feet; thence at a right angle Easterly 120 feet to the point of beginning.

A.P.N. Lot 2; Block 1721

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

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



San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2018-K688392-00

Acct 37-Rent Arbitration Board
Friday, OCT 26, 2018 15:35:22
Ttl Pd \$0.00 Rcpt # 0005901338
OYY/YY/1-1

NOTICE OF CONSTRAINTS ON REAL PROPERTY

(to be recorded by the Rent Board)

Pursuant to San Francisco Administrative Code Chapter 37, Sections 37.3(f) and 37.9B, constraints on re-rental apply to a rental unit which a tenant vacates after receiving a notice to terminate tenancy based on Section 37.9 (a)(8) of the San Francisco Rent Ordinance.

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

Block: 1721 Lot: 002

Name of Owner(s): Christie Barrett West, Timothy McCall West

Address: 1215 29th Avenue, #Downstairs Bedroom, San Francisco, CA 94122

The date of service of the notice to terminate tenancy was: 8/27/2018

The effective date of termination of tenancy was: 9/26/2018

The following constraints apply to the above rental unit until the dates indicated:

- The constraints set forth in San Francisco Administrative Code Section 37.9B(b) apply to the rental unit until: 8/27/2023, (five years from the date of service of the notice to terminate tenancy)
- The constraints set forth in San Francisco Administrative Code Section 37.3(f) apply to the rental unit until: 9/26/2023, (five years from the effective date of termination of tenancy)

ALL OF THE TERMS AND OBLIGATIONS AS NAMED IN THIS DOCUMENT WILL TERMINATE AUTOMATICALLY, WITHOUT THE NECESSITY OF ANY RECORDED TERMINATION, AFTER 9/26/2023.

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



San Francisco Residential Rent Stabilization and Arbitration Board

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

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S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD
Rent Board Date Stamp

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

↓ Rental Unit Information ↓

1215 29th Ave (Front Bedroom) San Francisco, CA 941 94122
(Street Number of Unit) (Street Name) (Unit Number) (Zip Code)
1215 29th Ave San Francisco Ca 94122
(Full Property Address) (Name of Building Complex, if applicable) (# of Units in Building)

↓ Owner Information ↓

Owner's Name: Christie (First) David (Middle Initial) West (Last)
Owner's Mailing Address: PO Box 1106 San Anito, Ca 94023
(Street Number) (Street Name) (Apt./Suite Number) (City & State) (Zip Code)
Primary Phone: 650-450-3234 Other Phone:
Fax Number: Email: christieharrothwest@gmail.com

↓ Declaration ↓

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

Christie David West Signature of Owner August 29, 2018 Date

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

San Francisco Residential Rent Stabilization and Arbitration Board

↓ Landlord Has Not Recovered Possession of the Unit ↓

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

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

The notice to vacate was served on: August 27, 2018

Please check one of the following:

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

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

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

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

The notice to vacate was served on _____ . I recovered possession on: _____ .

Please check one of the following:

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

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

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

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

The notice to vacate was served on _____ . I recovered possession on: _____ .

Please check one of the following:

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

San Francisco Residential Rent Stabilization and Arbitration Board

FORM A - STATEMENT OF OCCUPANCY

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

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

1. Have you recovered possession of the unit?
[] Yes (STOP! You must complete FORM B or FORM C.) [X] No

2. Are you still pursuing the eviction of the tenant?
[X] Yes (Skip to question 3.) [] No
If NO,

(a) Have you notified the tenant in writing that the notice to vacate has been rescinded?
[] Yes. (Please attach a copy of the written notice to the tenant that rescinds the notice to vacate.)
[X] No

(b) Has the Rent Board granted your written Request for Rescission of the Owner Move-in Eviction Notice?
[] Yes. (Please attach a copy of the Rent Board's Order granting the Request for Rescission. Since your Request for Rescission was granted, you do not need to complete the rest of this Form A and you are not required to file any subsequent Statements of Occupancy. However, you must timely file this Statement of Occupancy with the Rent Board.)
[] No

(c) Does any tenant who was served with the notice to vacate still occupy the unit after written rescission of the notice to vacate and/or rescission by the Rent Board of the recorded Notice of Constraints?
[] Yes. (Please provide the name(s) and contact information of the tenant(s) in occupancy and attach proof of the most recent rental payment received from the tenant(s) and proof that the owner has deposited or cashed it.)
[] No

Table with 3 columns: (Name of Tenant), (Telephone Number), (Email Address). Three rows for tenant information.

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

3. Have you filed an Unlawful Detainer action against the tenant to recover possession of the unit?
[] Yes. Date filed: _____ [X] No

4. The current rent for the unit is: \$1300.00 per month

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

Table with 3 columns: (Name of Owner), (Current Percentage of Ownership), (Date Current Ownership Interest Was Recorded). Two rows for owner information.

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

San Francisco Residential Rent Stabilization and Arbitration Board

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

Owner(s) Timothy West; Christie Barrett West
(Name of Owner) (Name of Owner)

Relative(s) Christie Barrett West mother and landlord
(Name of Relative) (Relationship to Owner)

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

basement illegal studio unit less than 500 sq ft. Not suitable for extended living. Was used for repairing outside of home and updating garages, etc. No plans for extended residence.

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

To have a permanent home within the family residence that is suitable for extended living and by those conditions. I am over 60 and have 100% disability and need the additional room for moving around comfortably on floor bedroom, kitchen, bath, living room, laundry room & dining room.

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

1215 29th Ave, SF, CA 94122 - single family dwelling 7 tenants - 6 month residency.
A condominium - 2 bedroom - one bath with long term tenant (17 years) in Mtn. View, Ca.

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

Yes. Date of service of the notice to vacate: August 27, 2018
 Address of the unit: 1215 29th Ave SF CA 94122
(Street No.) (Street Name) (City & State) (Zip Code)

No

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

Yes. Date of service of the notice to vacate, if applicable: _____

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

No

San Francisco Residential Rent Stabilization and Arbitration Board

FORM B – STATEMENT OF OCCUPANCY

Use this form if you already recovered possession of the unit AND the owner or relative for whom the tenant was evicted is currently occupying the unit.

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

1. Have you recovered possession of the unit?
 Yes No (STOP! You must complete FORM A.)
2. Is the owner or relative for whom the tenant was evicted currently occupying the unit as their principal residence?
 Yes No (STOP! You must complete FORM C.)
3. The current occupant is the Owner or Relative of the Owner for whom the tenant was evicted?
4. List the name(s) of ALL of the current occupant(s) of the unit, their percentage of ownership interest (if any) and the date their occupancy commenced.

(Name)	(Current Percentage of Ownership)	(Date Occupancy Commenced)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

5. You must attach at least two (2) forms of supporting documentation from the list specified below. Confidential information may be redacted from the supporting documentation prior to filing this form with the Rent Board. Check the boxes that correspond to the types of supporting documentation you are attaching to this Statement of Occupancy.
 - current motor vehicle registration, plus a copy of the current insurance policy for the vehicle that shows the name of the insured, the address of the unit and the period of coverage, with proof of payment
 - current driver's license
 - Social Security statement of benefits that shows the name of the recipient, the address of the unit and the current period of coverage
 - current voter registration
 - current homeowner's or renter's insurance policy for the contents of the unit showing the name of the insured, the address of the unit and the period of coverage, with proof of payment
 - most recent state or federal tax return that shows the name and address of the owner or relative occupying the unit and proof of filing
6. Have the current occupant's personal possessions been moved into the unit?
 Yes No

San Francisco Residential Rent Stabilization and Arbitration Board

7. If the current occupant is the owner's relative for whom the tenant was evicted, is s/he paying rent for the unit?
- Yes. The current rent for the unit is: \$ _____
- No
- Not Applicable, because the unit is occupied by the owner.
8. The subject unit is listed as the current occupant's place of residence on (check all that apply):
- motor vehicle registration homeowner's or renter's insurance policy
- driver's license used by or for the person's current employer and any public agency, including state and local taxing authorities
- automobile insurance policy
9. Are the utilities installed at the unit under the owner's or relative's name?
- Owner's Name Relative's Name
10. If the unit is owner-occupied, has the owner claimed a homeowner's tax exemption for the subject unit?
- Yes No Not Applicable, because the unit is not occupied by the owner.
11. Has the current occupant filed a U.S. Postal Service Change of Address form?
- Yes No
12. Is the subject unit the place the current occupant normally returns to as his/her home, exclusive of military service, hospitalization, vacation, or travel that is necessitated by employment?
- Yes No
13. Did the current occupant give a notice to move at another dwelling unit in order to move into the subject unit?
- Yes No
14. If the unit is owner-occupied, did the owner sell or place on the market for sale the home s/he occupied prior to the subject unit?
- Yes No Not Applicable, because the unit is not occupied by the owner.

San Francisco Residential Rent Stabilization and Arbitration Board

FORM C – STATEMENT OF OCCUPANCY

Use this form if you have already recovered possession of the unit AND the owner or relative for whom the tenant was evicted is NOT currently occupying the unit.

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

1. Have you recovered possession of the unit?
 Yes No (STOP! You must complete FORM A.)
2. Is the owner or relative for whom the tenant was evicted currently occupying the unit as their principal residence?
 Yes (STOP! You must complete FORM B.) No
3. If the owner or relative for whom the tenant was evicted NEVER occupied the unit as that person's principal residence, state the reasons why occupancy has not yet commenced.

4. If the owner or relative for whom the tenant was evicted EVER occupied the unit as that person's principal residence, provide the dates of such occupancy and state the reasons why the unit is no longer occupied by that person.

5. If the owner or relative for whom the tenant was evicted moved out of the unit within five years after the service of the notice to vacate, was the unit offered to the displaced tenant for re-rental?
 No
 Yes (Please attach a copy of the offer to re-rent the unit.)

6. Has the unit been re-rented?
 No
 Yes. The unit was re-rented to: the displaced tenant someone other than the displaced tenant.

The amount of rent paid by the current tenant is: \$ _____

Petitions

4/30/2019

File Date A L J	Status Address	Players	Actions
E2K1256 06/14/00	Petition Closed 1215 29th Avenue	Patricia S. Pencsak Tenant Petitioner St. Peter's Housing Committee Tenant Non-Attorney Rep.	1/15/19 Computer face sheet, action log and Eviction Report Tracker screen copied for Mark Hooshmand pursuant 1/25/10 Historical Data (entered 1/25/2010) - Eviction Documents Sent: 6/28/00 notices sent
T121378 09/05/12	Petition Withdrawn 1215 29th Avenue	Jessica T. Killy Tenant Petitioner Christie West Landlord Respondent	1/15/19 Computer face sheet and action log copied for Mark Hooshmand pursuant to subpoena duces tecum. This 11/26/12 No appearance by LL or T as of 2:03pm. At the request of AL J Gilbert I called T who states that she 11/2/12 Notice of Hearing Mailed
E141075 06/12/14	Petition Closed 1215 29th Avenue	Steven Van Tenant Petitioner Alanna Van Tenant Petitioner	1/15/19 File copied for Mark Hooshmand pursuant to subpoena duces tecum 10/1/18 Made copy of the entire file for Ramsey N. Abovremeleh/415-867-6370 11/23/15 Petition Closed; file back in cabinet.
E141100 06/17/14	Petition Closed 1215 29th Avenue	Kevin G. Raskin Tenant Petitioner Christie West Landlord Respondent	1/15/19 File copied for Mark Hooshmand pursuant to subpoena duces tecum 10/1/18 Made copy of the entire file for Ramsey N. Abovremeleh/415-867-6370 9/23/15 Petition Closed; file back in cabinet.
E141124 06/20/14	Petition Closed 1215 29th Avenue	Joshua L. Hewins Tenant Petitioner Christie B. West Landlord Respondent	1/15/19 File copied for Mark Hooshmand pursuant to subpoena duces tecum 10/1/18 Made copy of the entire file for Ramsey N. Abovremeleh/415-867-6370 1/7/16 Mail returned, see envelope in file; PETITION CLOSED
E141130 06/20/14	Petition Closed 1215 29th Avenue	Cortis G. Cochran Tenant Petitioner Christie B. West Landlord Respondent	1/15/19 File copied for Mark Hooshmand pursuant to subpoena duces tecum 1/28/16 Mail returned, see attachment in file; PETITION CLOSED 1/26/16 Received return to sender notice attempted unknown for Cortis Cochran. Forwarded to CCO No
E150542 03/26/15	Petition Closed 1215 29th Avenue, #A	Molly T. Shere Tenant Petitioner Christie West Landlord Respondent	1/15/19 File copied for Mark Hooshmand pursuant to subpoena duces tecum 10/1/18 Made copy of the entire file for Ramsey N. Abovremeleh/415-867-6370 4/2/15 Spoke to T at (707)- tele, no. T confirmed that she and Clark had been "forced out" of the unit and are no
L182425 12/21/18	Appeal Filed 1215 29th Avenue, #Main Level, SE Bedroom	Jen Sarkany Tenant Respondent Ramsey Nayef Tenant Respondent	4/15/19 Notice of Appeal Consid Mailed in AL190026 4/4/19 Received via counter LL submission of timely appeal, LL stated she has additional docs she wanted to 4/1/19 TC from LL inquiring Appeals process, informed LL she has until 4 4 19 before 5pm to submit Appeal



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

Action Log

***Petition # E2K1256
1215 29th Avenue***

Date	Action	By
6/14/00	Petition received.	Conzy Jones
6/14/00	Sent to screener and copies to SPHC.	Conzy Jones
6/28/00	notices sent	
1/25/10	Historical Data (entered 1/25/2010) - Eviction Documents Sent: No Just Cause/orAdvise Clause 0611d, 0621d	SFRB Staff
1/15/19	Computer face sheet, action log and Eviction Report Tracker screen copied for Mark Hooshmand pursuant to subpoena duces tecum. This file has been destroyed pursuant to RB record retention policy.	Cathy Helton



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

Action Log
Petition # T121378
1215 29th Avenue

Date	Action	By
9/ 5/12	Petition Filed	Elvira James
9/ 6/12	File Sent to Screener	Elvira James
9/ 7/12	To Clerical for Mailing	Alyse Ceirante
9/10/12	Petition Sent to Other Parties	Elvira James
9/10/12	To Hearing Coordinator	Elvira James
9/17/12	NOTE: LL requests an afternoon hearing.	Greg Miller
10/29/12	Case tentatively scheduled for 11/26/12, file to Le for mailing of Notices.	Joey Koomas
11/ 2/12	Notice of Hearing Mailed	Le Nhi Huynh
11/26/12	No appearance by LL or T as of 2:03pm. At the request of ALJ Gilbert I called T who states that she already moved out of the premises, never rec'd NOH, and does not wish to pursue this matter further. T orally withdrew her petition.	Joey Koomas
1/15/19	Computer face sheet and action log copied for Mark Hooshmand pursuant to subpoena duces tecum. This file has been destroyed pursuant to RB record retention policy.	Cathy Helton



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

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EVICTIION MONITORING FORM

TO:

Steven Van
1215 29th Avenue (upper unit)
San Francisco, CA
(Tenant Petitioner)

Alanna Van
1215 29th Avenue (upper unit)
San Francisco, CA
(Tenant Petitioner)

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

DATE: 8/31/2015

CASE NO: E141075

PROPERTY: 1215 29th Avenue

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

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

The case will go to court on: _____

The court case number is: _____

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

COMMENTS (add additional pages, if necessary):

Signature: _____ Date: _____



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

Date: 6/13/14

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Response to Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE
CASE NO. E141075

Steven Van
1215 29th Avenue (upper unit)
San Francisco, CA
(Tenant Petitioner)

Alanna Van
1215 29th Avenue (upper unit)
San Francisco, CA
(Tenant Petitioner)

Christie B. West
P.O. Box 1106
Los Altos, CA 94023
(Landlord Respondent)

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

I have spoken to Rod Wong and he told me to simply state an error had been made. I have jurisdiction over these matters.

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

Please sign, date and return the following affidavit:

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

Christie B West
(signature of landlord)

Christie B West
(print name)

Executed on *25th June 2014* at *San Francisco, Ca*
(date) (city and state)

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you.
Due Date: 6/25/2014

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

Domenic Scumie
408-295-5555

I have not yet retained him for this.

If you have any questions regarding this case, please contact Rod Wong at 252-4630.
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.

RECEIVED
2014 JUN 25 PM 1:03
RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD



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

Date: 6/13/14

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ATTACHMENT

IN RE: 1215 29TH AVENUE
CASE NO. E141075

RECEIVED
2014 JUN 25 PM 1:00
S.F. RESIDENTIAL RENT STABILIZATION BOARD

The tenants, STEVEN VAN, ALANNA VAN, and each of them, allege that the owner, CHRISTIE WEST, did on June 5, 2014 serve written demand that the tenants vacate the premises, without proper notice or just cause. Please take notice that this tenancy is subject to the just cause, and rent limitation provisions, of the San Francisco Rent Arbitration Ordinance.

WARNING TO LANDLORD: Rent Ordinance §37.9(a) requires that the ground(s) enumerated in the eviction notice must be "the landlord's dominant motive for recovering possession" (emphasis supplied). In addition, Rent Ordinance §37.9(e) provides that "[i]t shall be unlawful for a landlord or any other person who willfully assists the landlord to endeavor to recover possession or to evict a tenant except as provided in Section 37.9(a) and (b). Further, Rent Ordinance §§37.9 (e) and (f) provide for substantial criminal and civil penalties, including treble damages, injunctive relief and attorneys fees, for ANY person who endeavors to recover possession or recovers possession in violation of Rent Ordinance §37.9(a) or (b). IN ADDITION, the landlord should be aware that it is a serious violation of state and local law for a landlord to retaliate - or threaten to retaliate - against a tenant for the tenant's peaceful exercise of any legal right(s). See, e.g., Rent Ordinance § 37.9(d) and California Civil Code § 1942.5.

I served these people and 3 others on May 29, 2014. I called the city prior to this action I also looked up the civil codes. I did not know that the rent board can change the civil codes (146)

I had planned on a just cause conviction and/or OMT, but was told that because they had resided there under a year, I did not have to. The rent board said not so. I have established just cause but did not use it as a result. I have the two down-stair tenants as witnesses and they are coming forward when these people have been evicted.

Thank you - Christie West



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

Date: 6/13/14

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Response to Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE
CASE NO. E141075

Steven Van
1215 29th Avenue (upper unit)
San Francisco, CA
(Tenant Petitioner)

Alanna Van
1215 29th Avenue (upper unit)
San Francisco, CA
(Tenant Petitioner)

Christie B. West
P.O. Box 1106
Los Altos, CA 94023
(Landlord Respondent)

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

I have spoken to Rod Wong and he told me to simply state an answer had been given. The rent board apparently has jurisdiction over these matters.

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

Please sign, date and return the following affidavit:

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

Christie B West
(signature of landlord)

Christie B West
(print name)

Executed on 25th June 2014 at San Francisco, Ca.
(date) (city and state)

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you.
Due Date: 6/25/2014

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

Domenic Scuderi
408-295-5555

I have not yet retained him for this.

If you have any questions regarding this case, please contact Rod Wong at 252-4630. Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.

RECEIVED
2014 JUN 25 PM 1:03
RESIDENTIAL RENT BOARD



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

Date: 6/13/14

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ATTACHMENT

IN RE: 1215 29TH AVENUE
CASE NO. E141076

RECEIVED
2014 JUN 25 PM 1:00
S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD

The tenants, STEVEN VAN, ALANNA VAN, and each of them, allege that the owner, CHRISTIE WEST, did on June 5, 2014 serve written demand that the tenants vacate the premises, without proper notice or just cause. Please take notice that this tenancy is subject to the just cause, and rent limitation provisions, of the San Francisco Rent Arbitration Ordinance.

WARNING TO LANDLORD: Rent Ordinance §37.9(a) requires that the ground(s) enumerated in the eviction notice must be "the landlord's dominant motive for recovering possession" (emphasis supplied). In addition, Rent Ordinance §37.9(e) provides that "[i]t shall be unlawful for a landlord or any other person who willfully assists the landlord to endeavor to recover possession or to evict a tenant except as provided in Section 37.9(a) and (b). Further, Rent Ordinance §§37.9 (e) and (f) provide for substantial criminal and civil penalties, including treble damages, injunctive relief and attorneys fees, for ANY person who endeavors to recover possession or recovers possession in violation of Rent Ordinance §37.9(a) or (b). IN ADDITION, the landlord should be aware that it is a serious violation of state and local law for a landlord to retaliate - or threaten to retaliate - against a tenant for the tenant's peaceful exercise of any legal right(s). See, e.g., Rent Ordinance § 37.9(d) and California Civil Code § 1942.5.

I served these people and 3 others on May 29, 2014. I called the city prior to this action I also looked up the civil codes. I did not know that the rent board can change the civil codes (146)

I had planned on a just cause conviction and/or OMI, but was told that because they had resided there under a year, I did not have to. The rent board said not so. I have established just cause but did not use it as a result. I have the two down-stair tenants as witnesses and they are coming forward when these people have been evicted.

Thank you - Christie West



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

Date: 6/13/14

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Notice of Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE
CASE NO. E141075

Steven Van
1215 29th Avenue (upper unit)
San Francisco, CA
(Tenant Petitioner)

Alanna Van
1215 29th Avenue (upper unit)
San Francisco, CA
(Tenant Petitioner)

Christie B. West
P.O. Box 1106
Los Altos, CA 94023
(Landlord Respondent)

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

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

This Report of Alleged Wrongful Eviction indicates that:

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

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

WARNING TO LANDLORD:

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

WARNING TO TENANT:

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

*If you have any questions regarding this case, please contact Rod Wong at 252-4630.
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: 6/13/14

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ATTACHMENT

**IN RE: 1215 29TH AVENUE
CASE NO. E141075**

The tenants, STEVEN VAN, ALANNA VAN, and each of them, allege that the owner, CHRISTIE WEST, did on June 5, 2014 serve written demand that the tenants vacate the premises, without proper notice or just cause. Please take notice that this tenancy is subject to the just cause, and rent limitation provisions, of the San Francisco Rent Arbitration Ordinance.

WARNING TO LANDLORD: Rent Ordinance §37.9(c) requires that the ground(s) enumerated in the eviction notice must be "the landlord's dominant motive for recovering possession" (emphasis supplied). In addition, Rent Ordinance §37.9(e) provides that "[i]t shall be unlawful for a landlord or any other person who willfully assists the landlord to endeavor to recover possession or to evict a tenant except as provided in Section 37.9(a) and (b). Further, Rent Ordinance §§37.9 (e) and (f) provide for substantial criminal and civil penalties, including treble damages, injunctive relief and attorneys fees, for ANY person who endeavors to recover possession or recovers possession in violation of Rent Ordinance §37.9(a) or (b). IN ADDITION, the landlord should be aware that it is a serious violation of state and local law for a landlord to retaliate - or threaten to retaliate - against a tenant for the tenant's peaceful exercise of any legal right(s). See, e.g., Rent Ordinance § 37.9(d) and California Civil Code § 1942.5.



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

Date: 6/13/14

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Response to Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE
CASE NO. E141075

Steven Van
1215 29th Avenue (upper unit)
San Francisco, CA
(Tenant Petitioner)

Alanna Van
1215 29th Avenue (upper unit)
San Francisco, CA
(Tenant Petitioner)

Christie B. West
P.O. Box 1106
Los Altos, CA 94023
(Landlord Respondent)

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

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

Please sign, date and return the following affidavit:

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

(signature of landlord) (print name)

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

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you. Due Date: 6/25/2014

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

Four horizontal lines for providing an address.

If you have any questions regarding this case, please contact Rod Wong at 252-4630. Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.



San Francisco Residential Rent Stabilization and Arbitration Board

Rod

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

RECEIVED
2014 JUN 12 PM 3:39
S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD
Rent Board Date Stamp

REPORT OF ALLEGED WRONGFUL EVICTION

↓ Rental Unit Information ↓

1225 1215 29th Ave MAIN San Francisco, CA 941 22
Street Number of Unit Street Name Unit Number Zip Code

Name of Building Complex (If Applicable) Entire Building Address (lowest & highest numbers) 3
of Units in Building

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

Move-in Date: 7/15/13 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No

The rent is paid to (select one): Owner Property Manager Master Tenant Other _____

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

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

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

Steven & ALANNA VAN
First Name Middle Initial Last Name

1215 29th Ave MAIN House SAN FRANCISCO CA 94122
Mailing Address: Street Number Street Name Unit Number City State Zip Code
(be specific, e.g. 1, 2, A, B, upper/lower/rear/front)

415 713-9305
Primary Phone Number Other Phone Number

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

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

Primary Phone Number Other Phone Number

↓ Tenant Representative Information ↓ Attorney Non-attorney Representative Interpreter

First Name Middle Initial Last Name

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

Primary Phone Number Other Phone Number

San Francisco Residential Rent Stabilization and Arbitration Board

REPORT OF ALLEGED WRONGFUL EVICTION

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

Owner Information

CHRISTIE B WEST
First Name Middle Initial Last Name
Mailing Address: PO Box 1106 Los Altos CA 94023
Street Number Street Name Unit Number City State Zip Code
Primary Phone Number Other Phone Number

Master Tenant Information (if applicable)

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

Property Manager Information (if applicable)

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

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

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

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

- 1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice) on 6/5/2014 from CHRISTIE WEST... The eviction notice requires me to vacate my rental unit by: 30 DAYS... Yes, I have included a copy of the Notice to Quit or Vacate with this report. 2. The landlord has orally told me to vacate my rental unit and/or through conduct has tried to make me move out. Yes, I have included a true statement fully describing the basis for my claim on page 4.

Please complete the following:

My rent is due on the following date: July 1 My current rent is \$ 1200.00

I offered to pay rent. Yes No If Yes, state amount \$ and date of offer:

Did the landlord accept the rent? Yes No If No, please explain briefly:

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

An Unlawful Detainer (eviction) action has been filed in Superior Court: Yes No If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 days of receiving the Summons and Complaint for Unlawful Detainer.

Do you live in the same unit with the owner? Yes No If Yes, use the space provided on page 4 to describe the unit and state whether there are other occupants in the unit.

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

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

LANDLORD EVICTING UPSTAIRS (MAIN HOUSE) TENANTS WITH NO CAUSE. THERE IS AN ONGOING DISPUTE WITH DOWNSTAIRS (ILLEGAL) UNITS REGARDING UTILITIES.

LANDLORD SENDS ABRASIVE TEXTS. WE HAVE ALL MET ONCE. VERY CONTROVERSIAL MEETING UPSTAIRS TENANTS ~~HAVE~~ HAVE UTILITIES IN THEIR NAMES. JOHN HENNING HAS WATER. CURTIS COCHRAN HAS PG&E. KEVIN RACKIN HAS TRASH. LANDLORD HAS "CAPPED" THE UTILITIES PAYMENT OF BOTH DOWNSTAIRS UNITS. \$40 EACH DOWNSTAIRS UNIT FOR PG&E. ONE OF THE DOWNSTAIRS UNITS HAS MS AND A SUBSIDY IS APPLIED BY PG&E 30% FOR HER. IT EQUALS SHARES PAID SHE WOULD STILL OWN

* ALL MAIN HOUSE TENANTS PAY RENT SEPARATELY

DECLARATION OF TENANT(S)

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

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

Steven & ALANNA VAN
(Print Name)


(Signature of Tenant)

(Date)

(Print Name)

(Signature of Tenant)

(Date)

(Print Name)

(Signature of Tenant)

(Date)

30-DAY NOTICE TO QUIT

Copyright 2013 Landlord.com

Pursuant to California
Civil Code 1946, 1946.1

TO: Steve and Alana Van

AND TO ANY AND ALL OTHER OCCUPANT(S), INCLUDING BUT NOT LIMITED TO DOES 1 THROUGH 10, INCLUSIVE.

YOU ARE HEREBY NOTIFIED that your tenancy of the below-described premises is terminated, effective at the end of a thirty (30) day period after service on you of this notice.

The purpose of this notice is to terminate your tenancy of the premises described as;

Address: 1215 29th Ave., Apartment No.: _____
City: San Francisco, California, ZIP: 94122

If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you which could include costs, attorney fees and other necessary disbursements, plus California law provides the landlord may recover an additional \$600.00 punitive award for any unlawful detention.

You have a right to an inspection of the premises described above not sooner than two weeks - before termination of tenancy. This inspection is not a final determination of the condition of the premises upon your vacation thereof, nor will it necessarily be the basis upon which the refund, if any, of your security deposit will be made. It will result in written notification to you of conditions then observed by the landlord at the time of inspection that may result in deductions from your security deposit. You have a right to be present during the inspection, but you need not be there if you do not wish to be. If you desire the inspection described above, you must request it. You may request it in writing by mailing your request to the following name and address:

Owner/Agent (name): Christie B. West
Address: PO Box 1106
City: Los Altos, California, ZIP: 94023

Tel: 650 823-3025, or by telephoning the number given here. If you make your request in writing, you must give us a telephone number where you can be reached during the day in order to arrange a mutually convenient date and time. You will be given an additional written notice of intent to enter not less than 48 hours before the agreed date and time for the inspection.

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

DATED: May 27th 2011 *REQUIRED LANDLORD/MANAGER: Christie B. West *SIGNATURE REQUIRED
(Signature of Landlord/Agent)



**Residential Rent Stabilization
and Arbitration Board**
25 Van Ness Avenue, #320
San Francisco, CA 94102-6033

RECEIVED
S.F. COUNTY ARBITRATION BOARD
2015 SEP 22 PM 1:10

Kevin G. Raskin
1215 29th Avenue
San Francisco, CA



NIXIE 970 DE 1 0009/18/15

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 94102605495 *0448-03790-31-46





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

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

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

EVICTION MONITORING FORM

TO:

Kevin G. Raskin
1215 29th Avenue
San Francisco, CA
(Tenant Petitioner)

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

DATE: 8/31/2015

CASE NO: E141100

PROPERTY: 1215 29th Avenue

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

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

The case will go to court on: _____

The court case number is: _____

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

COMMENTS (add additional pages, if necessary):

Signature: _____ Date: _____



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

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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。

EVICTIION MONITORING FORM

TO:

Kevin G. Raskin
1215 29th Avenue
San Francisco, CA
(Tenant Petitioner)

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

DATE: 8/31/2015

CASE NO: E141100

PROPERTY: 1215 29th Avenue

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

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

The case will go to court on: _____

The court case number is: _____

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

COMMENTS (add additional pages, if necessary):

Signature: _____ Date: _____



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

Date: 6/18/14

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

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

Notice of Receipt of Report Of Alleged Wrongful Eviction

**IN RE: 1215 29TH AVENUE
CASE NO. E141100**

Kevin G. Raskin
1215 29th Avenue
San Francisco, CA
(Tenant Petitioner)

Christie West
P.O. Box 1106
Los Altos, CA 94023
(Landlord Respondent)

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

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

This Report of Alleged Wrongful Eviction indicates that:

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

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

WARNING TO LANDLORD:

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

WARNING TO TENANT:

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

*If you have any questions regarding this case, please contact Rod Wong at 252-4630.
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: 6/18/14

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

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

ATTACHMENT

**IN RE: 1215 29TH AVENUE
CASE NO. E141100**

The tenant, KEVIN G. RASKIN, alleges that the owner, CHRISTIE WEST, did on June 5, 2014 serve written demand that the tenant vacate the premises, without proper notice or just cause. Please take notice that this tenancy is subject to the just cause, and rent limitation provisions, of the San Francisco Rent Arbitration Ordinance.

WARNING TO LANDLORD: Rent Ordinance §37.9(c) requires that the ground(s) enumerated in the eviction notice must be "the landlord's dominant motive for recovering possession" (emphasis supplied). In addition, Rent Ordinance §37.9(e) provides that "[i]t shall be unlawful for a landlord or any other person who willfully assists the landlord to endeavor to recover possession or to evict a tenant except as provided in Section 37.9(a) and (b). Further, Rent Ordinance §§37.9 (e) and (f) provide for substantial criminal and civil penalties, including treble damages, injunctive relief and attorneys fees, for ANY person who endeavors to recover possession or recovers possession in violation of Rent Ordinance §37.9(a) or (b). IN ADDITION, the landlord should be aware that it is a serious violation of state and local law for a landlord to retaliate - or threaten to retaliate - against a tenant for the tenant's peaceful exercise of any legal right(s). See, e.g., Rent Ordinance § 37.9(d) and California Civil Code § 1942.5.



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

Date: 6/18/14

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

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

Response to Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE
CASE NO. E141100

Kevin G. Raskin
1215 29th Avenue
San Francisco, CA
(Tenant Petitioner)

Christie West
P.O. Box 1106
Los Altos, CA 94023
(Landlord Respondent)

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

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

Please sign, date and return the following affidavit:

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

(signature of landlord) (print name)

Executed on _____, at _____
(date) (city and state)

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you.
Due Date: 6/30/2014

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

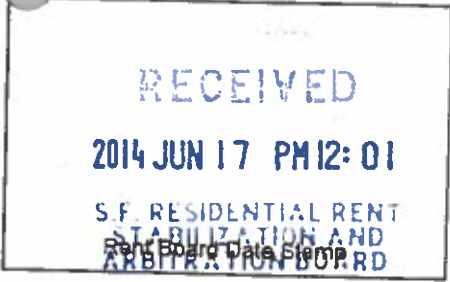
*If you have any questions regarding this case, please contact Rod Wong at 252-4630.
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*

Rod



San Francisco Residential Rent Stabilization and Arbitration Board

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



REPORT OF ALLEGED WRONGFUL EVICTION

↓ Rental Unit Information ↓

1215 29th Ave San Francisco, CA 941 22
Street Number of Unit Street Name Unit Number Zip Code

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

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

Move-in Date: Sept 1, 2011 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No

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

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

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

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

Kevin G Raskin
First Name Middle Initial Last Name

1215 29th Ave San Francisco, CA 94122
Mailing Address: Street Number Street Name Unit Number City State Zip Code
(be specific, e.g. 1, 2, A, B, upper/lower/rear/front)

415-690-6148
Primary Phone Number Other Phone Number

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

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

Primary Phone Number Other Phone Number

↓ Tenant Representative Information ↓ Attorney Non-attorney Representative Interpreter

First Name Middle Initial Last Name

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

Primary Phone Number Other Phone Number

REPORT OF ALLEGED WRONGFUL EVICTION

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

↓ Owner Information ↓

First Name: Christie Middle Initial: _____ Last Name: West
 Mailing Address: Street Number: P.O. Box 1106 Street Name: _____ Unit Number: _____ City: Los Altos, CA State: CA Zip Code: 94023
 Primary Phone Number: 650-823-3025 Other Phone Number: _____

↓ Master Tenant Information (if applicable) ↓

First Name: _____ Middle Initial: _____ Last Name: _____
 Mailing Address: Street Number: _____ Street Name: _____ Unit Number: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone Number: _____ Other Phone Number: _____

↓ Property Manager Information (if applicable) ↓

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

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

First Name: _____ Middle Initial: _____ Last Name: _____
 Mailing Address: Street Number: _____ Street Name: _____ Unit Number: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone Number: _____ Other Phone Number: _____

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice)

on June 5, 2014 from Christie West
(Date of Receipt of Notice) (First Name) (Last Name)

The eviction notice requires me to vacate my rental unit by: July 1, 2014 or Aug 1, 2014
(Date)

Yes, I have included a copy of the Notice to Quit or Vacate with this report.

2. The landlord has orally told me to vacate my rental unit and/or through conduct has tried to make me move out.

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

Please complete the following:

My rent is due on the following date: July 1, 2014 My current rent is \$ 850.00

I offered to pay rent. Yes No If Yes, state amount \$ 850.00 and date of offer: July 1, 2014

Did the landlord accept the rent? Yes No If No, please explain briefly: Have not sent in rent payment for July yet.

I have vacated my rental unit. Yes No If Yes, state date of move-out: _____

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

If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 days of receiving the Summons and Complaint for Unlawful Detainer.

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

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

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

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

~~THIRTY (30)~~ ^{Sixty (60)} DAY NOTICE TO VACATE

Dated: May 29, 2014

To Tenant: Kevin Raskin

Pursuant to California Civil Code Sections 1946 and 1946.1, a residential landlord may terminate a month-to-month lease by giving the tenant at least 'thirty (30) days' notice in writing, unless the tenant has resided on the property for longer than one year. ^{sixty (60)}

PLEASE TAKE NOTICE: rental month-to-month

You are a tenant under a rental agreement, expired or current, entered into on July 1, 2013 between you and your landlord Christie B West regarding the property described as

12150 24th Ave San Francisco, CA 94122

This document is intended as a notice of at least thirty (30) days to terminate your month-to-month tenancy. Your landlord elects to, and does hereby declare a forfeiture of said rental agreement.

On or before the date of August 1, 2014, a date at least thirty (30) days after service of this notice, you are to vacate and deliver possession of the rental property to the landlord or Christie B West.

The amount of rent due prior to the date to vacate is the prorated amount of \$ _____, due on or before rent for June has been paid.

The landlord acknowledges the prior receipt of a security deposit in the amount of \$ to be verified by tenant and landlord ^{July rent tbd}

You have the right to request and be present for an inspection of the rental property to be conducted within two weeks of expiration of this notice to vacate. The inspection is for the purposes of providing the tenant with an itemized statement of deductible chargers for repairs and cleaning and allowing an opportunity to remedy deficiencies and avoid a deduction from the security deposit. Within 21 days after you vacate, the landlord will provide a written statement explaining any deductions from the deposit and a refund of any remaining amount. [California Civil Code Section 1950.5]

If you fail to vacate and deliver possession of the rental property by the specified date above, legal proceedings will be initiated against you to regain possession of the premises and to recover any past rent owed, and possibly costs, attorney's fees and damages in the amount of up to \$600. A judgment against you will appear on your credit report for seven years.

Signed: Christie B West

Owner/Manager/Attorney for Landlord

Date May 29, 2014

If you opt to leave w/ everyone else, that is fine. Shany Christie

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

Landlord sent an "eviction notice" without any reason provided. There has been no discussion or anything to elude to ~~at~~ a need for eviction. Only have had discrepancies with other tenants in in-law units about amounts to owe for bills/utilities. The "eviction notice" also was not filed with the court system and was a sheet downloaded and sent to myself as well as all my roommates.

DECLARATION OF TENANT(S)

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

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

Kevin Raskin
(Print Name)

Keli
(Signature of Tenant)

6/17/14
(Date)

(Print Name)

(Signature of Tenant)

(Date)

(Print Name)

(Signature of Tenant)

(Date)



**Residential Rent Stabilization
and Arbitration Board**
25 Van Ness Avenue, #320
San Francisco, CA 94102-6033

RECEIVED
JAN - 6 2016
S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

Joshua L. Hewins
1215 29th Avenue
San Francisco, CA



U.S. POSTAGE >>> PITNEY BOWES



ZIP 94103 \$000.48
02 1M
0001396604 DEC 30 2015

FORWARD TIME EXP 1 RTN TO SEND
HEWINS, JOSHUA L
1215 29TH AVE APT 1
SANTA CRUZ CA 95060-4831

RETURN TO SENDER

9412234403 08054



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

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

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

EVICTON MONITORING FORM

TO:

Joshua L. Hewins
1215 29th Avenue
San Francisco, CA
(Tenant Petitioner)

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

DATE: 12/29/2015

CASE NO: E141124

PROPERTY: 1215 29th Avenue

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

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

The case will go to court on: _____

The court case number is: _____

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

COMMENTS (add additional pages, if necessary):

Signature: _____ Date: _____



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

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The case will go to court on: _____

The court case number is: _____

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COMMENTS (add additional pages, if necessary):

Signature: _____ Date: _____



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

Date: 6/24/14

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Notice of Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE
CASE NO. E141124

Joshua L. Hewins
1215 29th Avenue
San Francisco, CA
(Tenant Petitioner)

Christie B. West
P.O. Box 1106
Los Altos, CA 94023
(Landlord Respondent)

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

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

This Report of Alleged Wrongful Eviction indicates that:

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

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

WARNING TO LANDLORD:

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

WARNING TO TENANT:

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

*If you have any questions regarding this case, please contact Roger Levin at 252-4634.
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: 6/24/14

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ATTACHMENT

IN RE: 1215 29TH AVENUE
CASE NO. E141124

WARNING TO LANDLORD:

Rent Ordinance §37.9(e) provides that "[i]t shall be unlawful for a landlord or any other person who willfully assists the landlord to endeavor to recover possession or to evict a tenant except as provided in Section 37.9(a) and (b). Further, Rent Ordinance §§37.9 (e) and (f) provide for substantial criminal and civil penalties, including treble damages, injunctive relief and attorneys fees, for ANY person who endeavors to recover possession or recovers possession in violation of Rent Ordinance §37.9(a) or (b). IN ADDITION, the landlord should be aware that *it is a serious violation of state and local law for a landlord to retaliate - or threaten to retaliate - against a tenant for the tenant's peaceful exercise of any legal right(s).* See, e.g., Rent Ordinance §37.9(d) and California Civil Code §1942.5.



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

Date: 6/24/14

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Response to Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE
CASE NO. E141124

Joshua L. Hewins
1215 29th Avenue
San Francisco, CA
(Tenant Petitioner)

Christie B. West
P.O. Box 1106
Los Altos, CA 94023
(Landlord Respondent)

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

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

Please sign, date and return the following affidavit:

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

(signature of landlord)

(print name)

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

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you. Due Date: 7/6/2014

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

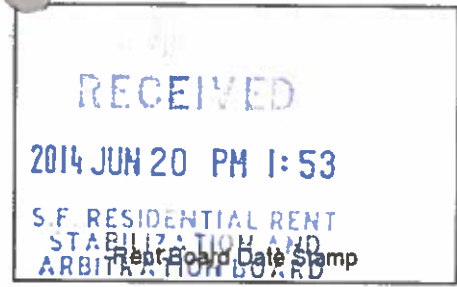
Four horizontal lines for providing an address.

If you have any questions regarding this case, please contact Roger Levin at 252-4634. Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.



San Francisco Residential Rent Stabilization and Arbitration Board

Roan



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

REPORT OF ALLEGED WRONGFUL EVICTION

↓ Rental Unit Information ↓

1215 29th Ave San Francisco, CA 941 22
 Street Number of Unit Street Name Unit Number Zip Code
 Name of Building Complex (If Applicable) Entire Building Address (lowest & highest numbers) # of Units in Building
 Was the building constructed before June 13, 1979? Yes No Don't Know Foreclosure on property? Yes No
 Move-in Date: July 12, 2013 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No
 The rent is paid to (select one): Owner Property Manager Master Tenant Other _____
 This household includes children under 18. Yes No The number of school aged children (grades K-12) is: _____
 Please list the case numbers of prior relevant Rent Board petitions: _____

↓ Tenant Information ↓

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

Joshua L Hewins
 First Name Middle Initial Last Name
 1215 29th Ave San Francisco CA 94122
 Mailing Address: Street Number Street Name Unit Number City State Zip Code
 (916) 832-1181
 Primary Phone Number Other Phone Number

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

2nd Mailing Address: Street Number Street Name Unit Number City State Zip Code
 Primary Phone Number Other Phone Number

↓ Tenant Representative Information ↓ Attorney Non-attorney Representative Interpreter

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

↓ Owner Information ↓

Christie	B	West			
First Name	Middle Initial	Last Name			
PO Box 1106		Los Altos	CA	94023	
Mailing Address: Street Number	Street Name	Unit Number	City	State	Zip Code
(650) 823-3025					
Primary Phone Number	Other Phone Number				

↓ Master Tenant Information (if applicable) ↓

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

↓ Property Manager Information (if applicable) ↓

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

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

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

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

- 1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice) on 6/3/14 from Christie West
(Date of Receipt of Notice) (First Name) (Last Name)
The eviction notice requires me to vacate my rental unit by: 4/2/14
(Date)
 Yes, I have included a copy of the Notice to Quit or Vacate with this report.
- 2. The landlord has orally told me to vacate my rental unit and/or through conduct has tried to make me move out.
 Yes, I have included a true statement fully describing the basis for my claim on page 4.

Please complete the following:

My rent is due on the following date: 7/1/14 My current rent is \$ 800.00

I offered to pay rent. Yes No If Yes, state amount \$ 800.00 and date of offer: 6/1/14

Did the landlord accept the rent? Yes No If No, please explain briefly: _____

I have vacated my rental unit. Yes No If Yes, state date of move-out: _____

An Unlawful Detainer (eviction) action has been filed in Superior Court: Yes No
If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 days of receiving the Summons and Complaint for Unlawful Detainer.

Do you live in the same unit with the owner? Yes No
If Yes, use the space provided on page 4 to describe the unit and state whether there are other occupants in the unit.

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

30-DAY NOTICE TO QUIT

Copyright 2013 Landlord.com

Pursuant to California
Civil Code 1946, 1946.1

TO:

Joshua L. Hewins

AND TO ANY AND ALL OTHER OCCUPANT(S), INCLUDING BUT NOT LIMITED TO DOES 1 THROUGH 10, INCLUSIVE.

YOU ARE HEREBY NOTIFIED that your tenancy of the below-described premises is terminated, effective at the end of a thirty (30) day period after service on you of this notice.

The purpose of this notice is to terminate your tenancy of the premises described as;

Address: 1015 27th Ave, Apartment No.: _____
City: San Francisco, Ca, California, ZIP: 94132

If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you which could include costs, attorney fees and other necessary disbursements, plus California law provides the landlord may recover an additional \$600.00 punitive award for any unlawful detention.

You have a right to an inspection of the premises described above not sooner than two weeks - before termination of tenancy. This inspection is not a final determination of the condition of the premises upon your vacation thereof, nor will it necessarily be the basis upon which the refund, if any, of your security deposit will be made. It will result in written notification to you of conditions then observed by the landlord at the time of inspection that may result in deductions from your security deposit. You have a right to be present during the inspection, but you need not be there if you do not wish to be. If you desire the inspection described above, you must request it. You may request it in writing by mailing your request to the following name and address:

Owner/Agent (name): Christie B West
Address: PO Box 1106
City: Ros Altos, California, ZIP: 94023

Tel: _____, or by telephoning the number given here. If you make your request in writing, you must give us a telephone number where you can be reached during the day in order to arrange a mutually convenient date and time. You will be given an additional written notice of intent to enter not less than 48 hours before the agreed date and time for the inspection.

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

DATED:

May 29, 2017

*
REQUIRED

LANDLORD/MANAGER:

Christie B West

*
SIGNATURE
REQUIRED

(Signature of Landlord/Agent)



Residential Rent Stabilization
and Arbitration Board
25 Van Ness Avenue, #320
San Francisco, CA 94102-6033

RECEIVED

JAN 26 2016

S.F. RESIDENTIAL
RENT STABILIZATION
AND ARBITRATION BOARD

Cortis G. Cochran
1215 29th Avenue
San Francisco, CA

NIXIE

957 DE 1

0201/22/16

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

RC: 94102605495 *0548-08158-30-42

941223140390304

U.S. POSTAGE PITNEY BOWES



ZIP 94103 \$000.48⁵
02 1W
0001396604 DEC 30 2015



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

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EVICTON MONITORING FORM

TO:

Cortis G. Cochran
1215 29th Avenue
San Francisco, CA
(Tenant Petitioner)

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

DATE: 12/29/2015

CASE NO: E141130

PROPERTY: 1215 29th Avenue

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

- The case has been settled and the landlord has not proceeded with an eviction.
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The case will go to court on: _____

The court case number is: _____

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COMMENTS (add additional pages, if necessary):

Signature: _____ Date: _____



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

Date: 6/24/14

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Notice of Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE
CASE NO. E141130

Cortis G. Cochran
1215 29th Avenue
San Francisco, CA
(Tenant Petitioner)

Christie B. West
P.O. Box 1106
Los Altos, CA 94122
(Landlord Respondent)

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WARNING TO LANDLORD:

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City & County Of San Francisco

Date: 6/24/14

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ATTACHMENT

IN RE: 1215 29TH AVENUE
CASE NO. E141130

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City & County Of San Francisco

Date: 6/24/14

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Response to Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE
CASE NO. E141130

Cortis G. Cochran
1215 29th Avenue
San Francisco, CA
(Tenant Petitioner)

Christie B. West
P.O. Box 1106
Los Altos, CA 94122
(Landlord Respondent)

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

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

Please sign, date and return the following affidavit:

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

(signature of landlord) (print name)

Executed on _____, at _____
(date) (city and state)

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you.
Due Date: 7/6/2014

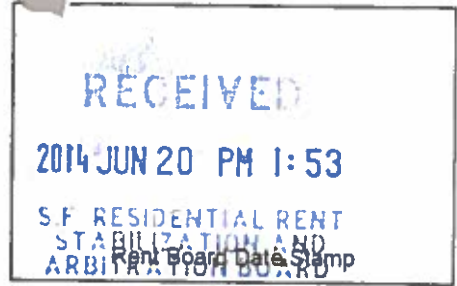
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Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*

Roger



San Francisco Residential Rent Stabilization and Arbitration Board



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

REPORT OF ALLEGED WRONGFUL EVICTION

↓ Rental Unit Information ↓

1215 29th Ave San Francisco, CA 94122
Street Number of Unit Street Name Unit Number Zip Code

 6
Name of Building Complex (If Applicable) Entire Building Address (lowest & highest numbers) # of Units in Building

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

Move-in Date: 7/1/2013 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No

The rent is paid to (select one): Owner Property Manager Master Tenant Other T. West

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

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

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

Curtis G Cochran
First Name Middle Initial Last Name

1215 29th Ave San Francisco Ca 94122
Mailing Address: Street Number Street Name Unit Number City State Zip Code
(be specific, e.g. 1, 2, A, B, upper/lower/rear/front)

408-315-2442
Primary Phone Number Other Phone Number

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

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

Primary Phone Number Other Phone Number

↓ Tenant Representative Information ↓ Attorney Non-attorney Representative Interpreter

First Name Middle Initial Last Name

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

Primary Phone Number Other Phone Number

REPORT OF ALLEGED WRONGFUL EVICTION

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

↓ Owner Information ↓

First Name: Christie Middle Initial: B. Last Name: West
 Mailing Address: Street Number: P.O. Box 1106 Street Name: Unit Number: City: Los Altos State: Ca Zip Code: 94122
 Primary Phone Number: 650-823-3025 Other Phone Number:

↓ Master Tenant Information (if applicable) ↓

First Name: _____ Middle Initial: _____ Last Name: _____
 Mailing Address: Street Number: _____ Street Name: _____ Unit Number: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone Number: _____ Other Phone Number: _____

↓ Property Manager Information (if applicable) ↓

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

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

First Name: _____ Middle Initial: _____ Last Name: _____
 Mailing Address: Street Number: _____ Street Name: _____ Unit Number: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone Number: _____ Other Phone Number: _____

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice)

on 6/3/2014 from Christie West
(Date of Receipt of Notice) (First Name) (Last Name)

The eviction notice requires me to vacate my rental unit by: 7/2/2014?
(Date)

Yes, I have included a copy of the Notice to Quit or Vacate with this report.

2. The landlord has orally told me to vacate my rental unit and/or through conduct has tried to make me move out.

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

Please complete the following:

My rent is due on the following date: 6/1, 7/1 My current rent is \$ 900.00

I offered to pay rent. Yes No If Yes, state amount \$ 900.00 and date of offer: 6/1

Did the landlord accept the rent? Yes No If No, please explain briefly:

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

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

If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 days of receiving the Summons and Complaint for Unlawful Detainer.

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

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

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

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

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

Landlord, Christie West, insists that the tenants in illegal units downstairs do not pay their fair share of PG&E. The bill is in my name, however Christie requires that they pay no more than \$40.00 or I face eviction. Furthermore, Christie insists that I now owe another "illegal unit" tenant "Molly" any & all money I've charged her because her Medical Baseline Allowance from PG&E is applied to our bill.

DECLARATION OF TENANT(S)

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

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

Curtis G Cochran
(Print Name)


(Signature of Tenant)

6/13/2014
(Date)

(Print Name)

(Signature of Tenant)

(Date)

(Print Name)

(Signature of Tenant)

(Date)

30-DAY NOTICE TO QUIT

Copyright 2013 Landlord.com

Pursuant to California
Civil Code 1946, 1946.1

TO: Curtis H. Cochran

AND TO ANY AND ALL OTHER OCCUPANT(S), INCLUDING BUT NOT LIMITED TO DOES 1 THROUGH 10, INCLUSIVE.

YOU ARE HEREBY NOTIFIED that your tenancy of the below-described premises is terminated, effective at the end of a thirty (30) day period after service on you of this notice.

The purpose of this notice is to terminate your tenancy of the premises described as:

Address: 1215 29th Ave. Apartment No.: _____
City: San Francisco California, ZIP: 94122

If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you which could include costs, attorney fees and other necessary disbursements, plus California law provides the landlord may recover an additional \$600.00 punitive award for any unlawful detention.

You have a right to an inspection of the premises described above not sooner than two weeks - before termination of tenancy. This inspection is not a final determination of the condition of the premises upon your vacation thereof, nor will it necessarily be the basis upon which the refund, if any, of your security deposit will be made. It will result in written notification to you of conditions then observed by the landlord at the time of inspection that may result in deductions from your security deposit. You have a right to be present during the inspection, but you need not be there if you do not wish to be. If you desire the inspection described above, you must request it. You may request it in writing by mailing your request to the following name and address:

Owner/Agent (name): Christie B West
Address: PO Box 1106
City: Ros Altos California, ZIP: 94023

Tel: _____, or by telephoning the number given here. If you make your request in writing, you must give us a telephone number where you can be reached during the day in order to arrange a mutually convenient date and time. You will be given an additional written notice of intent to enter not less than 48 hours before the agreed date and time for the inspection.

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

DATED: May 29, 2014 *REQUIRED LANDLORD/MANAGER: Christie B West *SIGNATURE REQUIRED
(Signature of Landlord/Agent)

City and County of San Francisco

Residential Rent Stabilization
and Arbitration Board



April 2, 2015

Molly T. Shere
54 Cerritos
San Francisco CA 94127

In re: 1215 29th Avenue, San Francisco CA 94122

Report of Alleged Wrongful Eviction Case No. E150542

Dear Ms. Shere:

This letter will confirm that, based upon our telephone conversation this morning as well as my discussion with Carmen Lee of Legal Assistance to the Elderly on March 31, 2015, you vacated your subject unit on or about March 31, 2015.

Because you are no longer living the unit about which you filed the *Report of Alleged Wrongful Eviction* on March 26, 2015, the Rent Board will be unable to take further action, and will now be closing your Wrongful Eviction case. If you wish to undertake further legal action regarding this matter, you should continue working with Legal Assistance to the Elderly.

Sincerely,

Sincerely
Delene Wolf
Executive Director

A handwritten signature in black ink, appearing to read "Roger B. Levin".

by Roger B. Levin
Citizens' Complaint Officer - Eviction Unit
(415) 252-4635

Player List

Document #	Last Name	First Name	Address	Role
E2K1256	West-stewart <i>W / L</i>	Christie	1215 29th Avenue	Owner
T121378	West	Christie	1215 29th Avenue	Landlord Respondent
E141075	West <i>W / L</i>	Christie	1215 29th Avenue	Landlord Respondent
E141100	West <i>W / L</i>	Christie	1215 29th Avenue	Landlord Respondent
E141124	West <i>W / L</i>	Christie	1215 29th Avenue	Landlord Respondent
E141130	West <i>W / L</i>	Christie	1215 29th Avenue	Landlord Respondent
LE02291	WEST	CHRISTIE	2710 Baker St # 5	Tenant
M142700	West	Christie	1215 29th Avenue	Landlord
E150542	West	Christie	1215 29th Avenue	Landlord Respondent

Subject: Re: Molly Shere 1215 29th Ave Apt A
Date: Thursday, April 2, 2015 2:38:48 PM PT
From: Levin, Roger (RNT)
To: molly maul

Got it – thank you.

Roger Levin
Citizens Complaint Officer
San Francisco Rent Stabilization and Arbitration Board

From: molly maul <mollymaul@gmail.com>
Date: Thursday, April 2, 2015 2:32 PM
To: Roger Levin <roger.levin@sfgov.org>
Subject: Molly Shere 1215 29th Ave Apt A

so attached is the note/notice left on the door, the original lease (hand written not signed by her but by Jane McTeelly?) and a random lease she had me sign

1257A 29th Ave
4/2/2009

Rental Agreement

Mallie has put down
 one months rent \$ 1000 plus
 dep of 6 weeks \$ 1500
 TOTAL 2500.

This is a binding agreement
 Lease Starts April 3, 2009 -
 April 3, 2010

Rent is due the 1st of
 every month.

signed: rep ~~James [unclear]~~ 4/2/09
 signed: renter ~~Molly [unclear]~~ 4/2/09

- The Landlord, at the following address: _____
- The manager, at the following address: _____
- The following person, at the following address: _____

Clause 22. Additional Provisions
 Additional provisions are as follows:

Clause 23. Validity of Each Part
 If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy
 The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Clause 25. Entire Agreement
 This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

 Date Landlord or Landlord's Agent Title

 Address

 City State Zip Code Phone
 2/22/2011 - Molly Shes
 Date Tenant Phone

 Date Tenant Phone

 Date Tenant Phone

cent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons and _____ under the following conditions:

N/A

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hrs. notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for _____ or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. *Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall not shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Other disclosures:

Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

Prorated first month's rent.

For the period from Tenant's move-in date, 11/3/09, through the end of the month, 11/3/09, Tenant will pay to Landlord the prorated monthly rent of \$ not prorated be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the _____ day after it's due, Tenant will pay Landlord a late charge as follows: _____

Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$ _____

Clause 8. Security Deposits

On signing this Agreement, Tenant will pay to Landlord the sum of \$ 1500.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 5 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord: _____

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect. Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adja-

Month-to-Month Rental Agreement

Clause 1. Identification of Landlord and Tenant

This agreement is entered into between Christie West (Landlord) and Molly Shene (Tenant) and payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 1215 29th Ave SE CA 94122 APTA together with the following furnishings and appliances:

stove, sink, etc

Rental of the premises also includes _____

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and their minor children. Occupancy by guests for more than one month is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The rental will begin on _____, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 45 days' written notice. Tenant may terminate the tenancy by giving the Landlord 45 days' written notice.

Clause 5. Payment of Rent.

Regular month rent

Tenant will pay to Landlord a monthly rent of \$ 1000⁰⁰ payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise:

Delivery of Payment.

Rent will be paid:

by mail, to PO Box 1106 Los Altos CA 94023

in person

Form of payment.

Landlord will accept payment in these forms:

personal check made payable to Christie West

cashier's check made payable to _____

credit card

money order

cash

I, Christie Barrett West,
will be doing work on said
property April 1st.

I will be providing lodging
starting April 1st for 3 days,
and storage for property inside
unit.

1215 29th Ave.

Apt A

~~APT 150100996~~

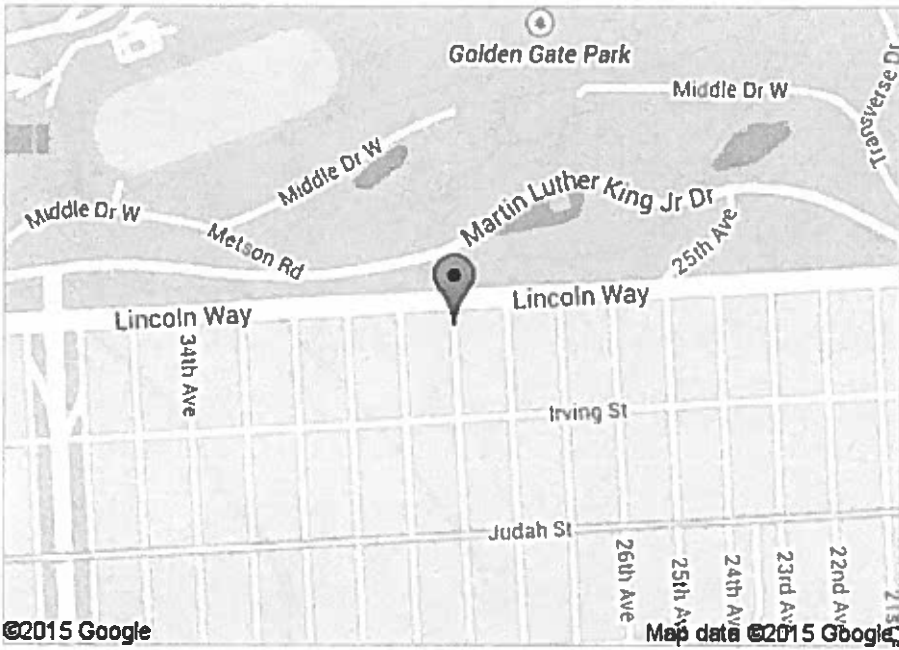
San Francisco, Ca.

Christie West



Address 1214 29th Ave

Address is approximate



[Register](#) [Log In](#)



Tuesday, March 31, 2015

10 Oak St Belltown Condos

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- Local News
- For Sale
- Real Estate Agents
- Mortgage

FREE PUBLIC RECORDS SEARCH

→

Off Market 1215 29th Avenue, San Francisco-Outer Sunset, CA 94122

[Home Details](#) [Refinance](#)



Owner: Barrett West Family T Christie
City: San Francisco-Outer Sunset
Zip: 94122
County: San Francisco County CA
Region: City of San Francisco
Neighborhood: San Francisco-Outer Sunset
Subdivision: —
Street: 29th Avenue
 [View your Credit Score today. Free!](#)
Yr. Built: 1916
Builder: —
Sqft (land | living): 480,000 land | 1,226 living
Bedrooms: N/A
Bathrooms: 2
Property Taxes: \$4,867.08 (2009)
Stories: 2



Own 1215 29th Avenue? Claim your home and add details!

Sales History

Price	Type	Date	B-Buyer/S-Seller	Agent
N/A	Resale	10/24/2007	B: Christie Barrett West, Barrett West Christie (Family Trust) S: Stewart Christie West, Christie West Stewart (Family Trust)	BA: N/A SA: N/A
N/A	Resale	05/02/2000	B: Christie Barrett West S: Stewart Christie West, Christie West Stewart (Family Trust)	BA: N/A SA: N/A

Agent Rank: San Francisco-Outer Sunset

1. [Jason Chan](#)
2. [Andrea Swetland](#)
3. [Michael Ackerman](#)
4. [Chris Galassi](#)
5. [Jane Fong](#)
6. [David Klein](#)
7. [Michael Kiestoff](#)
8. [Joy Terrell](#)
9. [Louis Woo](#)
10. [Christina C. Chung](#)

Find highest ranked agents in:

Info & Demographics

Information		Demographics	
Elementary School:	N/A	Median Income	\$59,148
Middle School:	N/A	White: All*	47%
High School:	San Francisco School District	White: Latin or Hispanic*	2.8%
State Senator:	State Sen. Leland Yee (D-08)	Black or African American*	1.4%
		American Indian and Alaska Native*	0.5%
		Native Hawaiian and Pacific Islander*	0.5%

Home Resource Center for San Francisco-Outer Sunset



Mortgage Center

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Welcome to our Permit / Complaint Tracking System!

COMPLAINT DATA SHEET

Complaint Number: 201496951
Owner/Agent: OWNER DATA SUPPRESSED
Owner's Phone: --
Contact Name: --
Contact Phone: --
Complainant: COMPLAINANT DATA SUPPRESSED
Date Filed: --
Location: 1215 29TH AV
Block: 1721
Lot: 002
Site: --
Rating: --
Occupancy Code: --
Received By: Catherine Byrd
Division: CES
Complainant's Phone: --
Complaint Source: TELEPHONE
Assigned to Division: CES
Description: Expired permit.

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
CES	HINCHION	1125		

REFERRAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/26/14	CASE OPENED	CES	Hinchion	CASE RECEIVED	
09/26/14	OTHER BLDG/HOUSING VIOLATION	CES	Hinchion	FIRST NOV SENT	posted 1st NOV-
10/20/14	OTHER BLDG/HOUSING VIOLATION	CES	Hinchion	TELEPHONE CALLS	from neighbour-
10/27/14	OTHER BLDG/HOUSING VIOLATION	CES	Hinchion	SECOND NOV SENT	
12/01/14	CASE OPENED	CES	Hinchion	CASE RECEIVED	
12/09/14	OTHER BLDG/HOUSING VIOLATION	CES	Gutierrez	CASE UPDATE	Process Case for DH referral
12/09/14	OTHER BLDG/HOUSING VIOLATION	CES	Gutierrez	ASSESSMENTS DUE	2 Months of Monitoring Fees
01/26/15	OTHER BLDG/HOUSING VIOLATION	CES	Gutierrez	CASE UPDATE	Pre DH
01/27/15	OTHER BLDG/HOUSING VIOLATION	CES	Gutierrez	DIRECTOR'S HEARING DECISION	
01/29/15	OTHER BLDG/HOUSING VIOLATION	CES	Gutierrez	CASE UPDATE	Issue O of A and Initial Assessment

COMPLAINT ACTION BY DIVISION

NOV (HIS): 598-6171
NOV (BID): 09/26/14, 10/27/14

Inspector Contact Information

[Online Permit and Complaint Tracking home page.](#)



Welcome to our Permit / Complaint Tracking System!

Permit Details Report

Report Date: 3/31/2015 11:26:37 AM

Application Number: 200502155502
Form Number: 8
Address(es): 1721 / 002 / 0 1215 29THAV
Description: REMOVE 2 ILLEGAL UNITS ON (E)G/F.CONVERT ALL ROOMS TO STORAGE USE ONLY TO RESPOND COMPLAINT NO.
Cost: \$6,000.00
Occupancy Code: R-3
Building Use: 27 - 1 FAMILY DWELLING

Disposition / Stage:

Action Date	Stage	Comments
2/15/2005	TRIAGE	
2/15/2005	FILING	
2/15/2005	FILED	
2/15/2005	PLANCHECK	
2/15/2005	APPROVED	
2/15/2005	ISSUED	
3/9/2010	EXPIRED	

Contact Details:

Contractor Details:

License Number: OBR
Name: OBR OBR
Company Name: OBR
Address: OBR * OBR CA 00000-0000
Phone:

Addenda Details:

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	CP-ZOC	2/15/05	2/15/05			2/15/05	BRUSATORI KEVIN	
2	BID-INSP	2/15/05	2/15/05			2/15/05	GRIECO ANTHONY	
3	CNT-PC	2/15/05	2/15/05			2/15/05	YEW VICTOR	
4	CPB	2/15/05	2/15/05			2/15/05	CHUNG JANCE	

This permit has been issued. For information pertaining to this permit, please call 415-558-6096.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
------------------	-------------------	------------------	------------------	-------------	------------

Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
3/9/2010	Grant Becker	EXPIRE	EXPIRE

Special Inspections:



Welcome to our Permit / Complaint Tracking System!

Permit Details Report

Report Date: 3/31/2015 11:27:00 AM
Application Number: 201410078326
Form Number: 8
Address(es): 1721 / 002 / 0 1215 29TH AV
Description: TO COMPLETE WORK AND OBTAIN FINAL INSPECTION FOR WORK APPROVED UNDER APP#200502155502
Cost: \$6,000.00
Occupancy Code: R-3
Building Use: 27 - 1 FAMILY DWELLING

Disposition / Stage:

Action Date	Stage	Comments
10/7/2014	TRIAGE	
10/7/2014	FILING	
10/7/2014	FILED	
10/7/2014	APPROVED	
10/7/2014	ISSUED	

Contact Details:

Contractor Details:

License Number: OWNER
Name: OWNER
Company Name: OWNER
Address: OWNER * OWNER CA 00000-0000
Phone:

Addenda Details:

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	BID-INSP	10/7/14	10/7/14			10/7/14		APRVD BY KMH
2	CPB	10/7/14	10/7/14			10/7/14	SHAWL HAREGGEWAIN	

This permit has been issued. For information pertaining to this permit, please call 415-558-6096.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
------------------	-------------------	------------------	------------------	-------------	------------

Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
---------------	-----------	------------------------	-------------------

Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
-------------	----------------	--------------	-----------------	-------------	---------


For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.



[CRiis Home](#) [Contact](#) [AtPac Home](#)

Search Results Document Details

Year	Document	Record Date	Reel	Image	Document Type	Grantor Grantee	Name
2015	K032579-00	03/12/2015			ORDER OF ABATEMENT -LIEN	R E	MCCALL WEST TIMOTHY SFCC-BUILDING INSPECTION




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Document List By APN

APN Query Search Results

Criteria: 1721-002

		Block/Lot	Record	Date	Document	Doc Type
Show Name Detail	Show APN Detail	1721-002	03/12/2015		K032579-00	ORDER OF ABATEMENT -LIEN
Show Name Detail	Show APN Detail	1721-002	01/21/2015		K010073-00	ORDER OF ABATEMENT -LIEN
Show Name Detail	Show APN Detail	1721-002	01/21/2015		K010059-00	ORDER OF ABATEMENT -LIEN
Show Name Detail	Show APN Detail	1721-002	01/20/2015		K007720-00	NOTICE LIEN
Show Name Detail	Show APN Detail	1721-002	12/03/2012		J553186-00	DEED NONTAX
Show Name Detail	Show APN Detail	1721-002	09/30/2009		I852551-00	NOTICE NON-COMPLIANCE
Show Name Detail	Show APN Detail	1721-002	10/24/2007		I480168-00	DEED
Show Name Detail	Show APN Detail	1721-002	04/12/2005		H935376-00	RECONVEYANCE
Show Name Detail	Show APN Detail	1721-002	03/04/2005		H913432-00	DEED OF TRUST
Show Name Detail	Show APN Detail	1721-002	03/04/2005		H913431-00	NOTICE OF SUBSTANDARD BLDG
Show Name Detail	Show APN Detail	1721-002	03/04/2005		H913430-00	NOTICE OF SUBSTANDARD BLDG
Show Name Detail	Show APN Detail	1721-002	03/03/2005		H913030-00	NOTICE NON-COMPLIANCE
Show Name Detail	Show APN Detail	1721-002	11/30/2004		H859381-00	ORDER OF ABATEMENT -LIEN
Show Name Detail	Show APN Detail	1721-002	12/16/2003		H614329-00	DEED OF TRUST
Show Name Detail	Show APN Detail	1721-002	05/09/2001		G944579-00	DEED OF TRUST
Show Name Detail	Show APN Detail	1721-002	05/02/2000		G768570-00	DEED OF TRUST
Show Name Detail	Show APN Detail	1721-002	05/02/2000		G768566-00	DEED
Show Name Detail	Show APN Detail	1721-002	03/10/2000		G744946-00	NOTICE OF SUBSTANDARD BLDG
Show Name Detail	Show APN Detail	1721-002	11/17/1999		G693276-00	DEED
Show Name Detail	Show APN Detail	1721-002	01/25/1996		F919697-00	NOTICE LIEN
Show Name Detail	Show APN Detail	1721-002	04/14/1995		F779916-00	DEED OF TRUST
Show Name Detail	Show APN Detail	1721-002	03/30/1995		F774151-00	MODIFICATION DEED OF TRUST & AGREEMENT
Show Name Detail	Show APN Detail	1721-002	03/30/1995		F774150-00	RELEASE LIEN
Show Name Detail	Show APN Detail	1721-002	04/12/1994		F583835-00	MECHANICS LIEN
Show Name Detail	Show APN Detail	1721-002	03/22/1993		F317467-00	DEED OF TRUST
Show Name Detail	Show APN Detail	1721-002	03/22/1993		F317466-01	SUBSTITUTION TRUSTEE
Show Name Detail	Show APN Detail	1721-002	03/22/1993		F317466-02	RECONVEYANCE

Show Name Detail	Show APN Detail	1721-002	02/19/1993	F297593-00	RELEASE LIEN
Show Name Detail	Show APN Detail	1721-002	07/22/1992	F158734-00	NOTICE LIEN

End of Report

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13300 New Airport Rd. Suite 101 Auburn, CA
95602

Superior Court of California, County of San Francisco

Case Number: CCH 15 576666

Title: MOLLY THERESA SHERE VS. CHRISTIE WEST

Cause of Action: CIVIL HARASSMENT

Generated: Mar-31-2015 10:57 am

[Register of Actions](#) [Parties](#) [Attorneys](#) [Calendar](#) [Payments](#) [Documents](#)**Register of Actions**Date Range: First Date Last Date (Dates must be entered as MMM-DD-YYYY) ▾

Date	Proceedings	Document	Fee
MAR-18-2015	AFTER HEARING OF NOTICE OF COURT HEARING (CIVIL HARASSMENT) ON MAR-18-2015, MATTER WAS DISMISSED WITHOUT PREJUDICE BY THE COURT. NO APPEARANCE, NOR PROOF OF SERVICE ONFILE. PROCEEDINGS REPORTED BY: MITCH LYON , CSR#6840. (514)		
FEB-23-2015	TEMPORARY RESTRAINING ORDER (CIVIL HARASSMENT) ***DENIED*** FILED BY PLAINTIFF SHERE, MOLLY THERESA AS TO DEFENDANT WEST, CHRISTIE	View	
FEB-23-2015	NOTICE OF COURT HEARING (CIVIL HARASSMENT) **DENIED HEARING ONLY*** FILED BY PLAINTIFF SHERE, MOLLY THERESA AS TO DEFENDANT WEST, CHRISTIE HEARING SET FOR MAR-18-2015 AT 09:00 AM IN DEPT 514	View	
FEB-23-2015	COURT REPORTING SERVICES LESS THAN 1 HOUR FILED BY PLAINTIFF SHERE, MOLLY THERESA		IFP
FEB-23-2015	REQUEST TO WAIVE COURT FEES AND COSTS PURSUANT TO G.C. 68633, CRC 3.51, 8.26, AND 8.818 (CONFIDENTIAL) FILED BY PLAINTIFF SHERE, MOLLY THERESA ORDER FOR WAIVER OF COURT FEES AND COSTS GRANTED PURSUANT TO G.C. 68634 (E), CRC 3.52		
FEB-23-2015	PETITION FOR INJUNCTION PROHIBITING HARASSMENT FILED BY PLAINTIFF SHERE, MOLLY THERESA AS TO DEFENDANT WEST, CHRISTIE JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED	View	IFP

Superior Court of California, County of San Francisco

Case Number: CCH 15 576666

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Generated: Mar-31-2015 10:57 am

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Parties

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Party	Party Type	Attorneys	Filings
SHERE, MOLLY THERESA 3621 18TH STREET SAN FRANCISCO, CA 94110	PLAINTIFF	Pro Per	FEB-23-2015 PETITION FOR INJUNCTION PROHIBITING HARASSMENT FEB-23-2015 REQUEST TO WAIVE FEES FEB-23-2015 COURT REPORTING SERVICES LESS THAN 1 HOUR FEB-23-2015 NOTICE OF COURT HEARING (CIVIL HARASSMENT) FEB-23-2015 TEMPORARY RESTRAINING ORDER (CIVIL HARASSMENT)
WEST, CHRISTIE	DEFENDANT		FEB-23-2015 PETITION FOR INJUNCTION PROHIBITING HARASSMENT FEB-23-2015 NOTICE OF COURT HEARING (CIVIL HARASSMENT) FEB-23-2015 TEMPORARY RESTRAINING ORDER (CIVIL HARASSMENT)

CH-100

Request for Civil Harassment Restraining Orders

Clerk stamps date when form is filed.

SAN FRANCISCO COUNTY SUPERIOR COURT

2015 FEB 23 AM 10:34

CLERK OF THE COURT

BY: *[Signature]*
Deputy Clerk

Read *Can a Civil Harassment Restraining Order Help Me?* (Form CH-100-INFO) before completing this form. Also fill out *Confidential CLETS Information* (Form CLETS-001) with as much information as you know.

1 Person Seeking Protection

a. Your Full Name: Molly Theresa Shere Age: 41

Your Lawyer (if you have one for this case):
Name: _____ State Bar No.: _____
Firm Name: _____

b. Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.):

Address: 3621 18th street

City: SF State: CA Zip: 94110

Telephone: _____ Fax: _____

E-Mail Address: _____

Fill in court name and street address:

Superior Court of California, County of

SAN FRANCISCO SUPERIOR COURT

CLERK OF THE COURT

300 BATTERY STREET, SAN FRANCISCO, CA 94102

Court fills in case number when form is filed.

Case Number:

CGH-15-570000

2 Person From Whom Protection Is Sought

Full Name: Christie West Age: ?

Address (if known): _____

City: Los Altos State: CA Zip: _____

3 Additional Protected Persons

a. Are you asking for protection for any other family or household members? Yes No If yes, list them:

Full Name	Sex	Age	Lives with you?	How are they related to you?
<u>Jeffrey A. Clark</u>	<u>M</u>	<u>35</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Boyfriend/caretaker</u>
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____

Check here if there are more persons. Attach a sheet of paper and write "Attachment 3a—Additional Protected Persons" for a title. You may use Form MC-025, Attachment.

b. Why do these people need protection? (Explain below):

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 3b—Why Others Need Protection" for a title.

Christie West is monitoring Jeffrey Clark's presence and threatening to have him arrested. She has been on this property with me as part-time caretaker for five years. She became obsessed on him when he made complaints to her about 1:30am renovations upstairs.

This is not a Court Order.



4 Relationship of Parties

How do you know the person in (2)? (Explain below):

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 4—Relationship of Parties" for a title.

she is my landlord

5 Venue

Why are you filing in this county? (Check all that apply):

- a. The person in (2) lives in this county.
- b. I was harassed by the person in (2) in this county.
- c. Other (specify): _____

6 Other Court Cases

a. Have you or any of the persons named in (3) been involved in another court case with the person in (2)?

Yes No If yes, check each kind of case and indicate where and when each was filed:

Kind of Case	Filed in (County/State)	Year Filed	Case Number (if known)
(1) <input type="checkbox"/> Civil Harassment	_____	_____	_____
(2) <input type="checkbox"/> Domestic Violence	_____	_____	_____
(3) <input type="checkbox"/> Divorce, Nullity, Legal Separation	_____	_____	_____
(4) <input type="checkbox"/> Paternity, Parentage, Child Custody	_____	_____	_____
(5) <input type="checkbox"/> Elder or Dependent Adult Abuse	_____	_____	_____
(6) <input type="checkbox"/> Eviction	_____	_____	_____
(7) <input type="checkbox"/> Guardianship	_____	_____	_____
(8) <input type="checkbox"/> Workplace Violence	_____	_____	_____
(9) <input type="checkbox"/> Small Claims	_____	_____	_____
(10) <input type="checkbox"/> Criminal	_____	_____	_____
(11) <input type="checkbox"/> Other (specify): _____	_____	_____	_____

b. Are there now any protective or restraining orders in effect relating to you or any of the persons in (3) and the person in (2)? No Yes If yes, attach a copy if you have one.

7 Description of Harassment

Harassment means violence or threats of violence against you, or a course of conduct that seriously alarmed, annoyed, or harassed you and caused you substantial emotional distress. A course of conduct is more than one act.

a. Tell the court about the last time the person in (2) harassed you.

- (1) When did it happen? (provide date or estimated date): 2/21/15
- (2) Who else was there?
Jeffrey Clark and Molly Shere

This is not a Court Order.

(3) How did the person in (2) harass you? (Explain below):

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 7a(3)—Describe Harassment" for a title.

Received a long threatening text on my phone, these are repeat occurrences that ~~can~~ happen late into the evening. She's attempting to scare me out of the apartment with unlawfully with her demands and threats.

(4) Did the person in (2) use or threaten to use a gun or any other weapon?

Yes No (If yes, explain below):

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 7a(4)—Use of Weapons" for a title.

(5) Were you harmed or injured because of the harassment?

Yes No (If yes, explain below):

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 7a(5)—Harm or Injury" for a title.

(6) Did the police come? Yes No

If yes, did they give you or the person in (2) an Emergency Protective Order? Yes No

If yes, the order protects (check all that apply):

a. Me b. The person in (2) c. The persons in (3)

Attach a copy of the order if you have one.

b. Has the person in (2) harassed you at other times?

Yes No (If yes, describe prior incidents and provide dates of harassment below):

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 7b—Previous Harassment" for a title.

Many many text messages and phone calls, including to my work making verbal demands and text message threats.

This is not a Court Order.

Check the orders you want.

8 Personal Conduct Orders

I ask the court to order the person in (2) **not** to do any of the following things to me or to any person to be protected listed in (3):

- a. Harass, intimidate, molest, attack, strike, stalk, threaten, assault (sexually or otherwise), hit, abuse, destroy personal property of, or disturb the peace of the person.
- b. Contact the person, either directly or indirectly, in any way, including, but not limited to, in person, by telephone, in writing, by public or private mail, by interoffice mail, by e-mail, by text message, by fax, or by other electronic means.
- c. Other (specify):

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 8c—Other Personal Conduct Orders," for a title.

House: Christie West will wait in her car, honking and yelling if we are present, this is too much for Molly and I & Ben and of course the neighbor heard. She has been stopped from receiving Molly.

The person in (2) will be ordered **not** to take any action to get the addresses or locations of any protected person unless the court finds good cause not to make the order.

9 Stay-Away Orders

a. I ask the court to order the person in (2) to stay at least 100 yards away from (check all that apply):

- (1) Me
- (2) The other persons listed in (3)
- (3) My home
- (4) My job or workplace
- (5) My school
- (6) My children's school
- (7) My children's place of child care
- (8) My vehicle
- (9) Other (specify): _____

b. If the court orders the person in (2) to stay away from all the places listed above, will he or she still be able to get to his or her home, school, or job? Yes No (If no, explain below):

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 9b—Stay-Away Orders," for a title.

10 Guns or Other Firearms and Ammunition

Does the person in (2) own or possess any guns or other firearms? Yes No I don't know

If the judge grants a protective order, the person in (2) will be prohibited from owning, possessing, purchasing, receiving, or attempting to purchase or receive a gun, other firearm, and ammunition while the protective order is in effect. The person in (2) will also be ordered to turn in to law enforcement, or sell to or store with a licensed gun dealer, any guns or firearms within his or her immediate possession or control.

This is not a Court Order.

11 Immediate Orders

Do you want the court to make any of these orders now that will last until the hearing without notice to the person in ②? Yes No (If you answered yes, explain why below):

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 11—Immediate Orders" for a title.

Christie West is overbearing and unable to stop herself from persistent contact and harassment via proximity, phone, TXT and hiring workers to do work without notification as they operate without regard or responsibility. I am very disabled and require physical assistance at all times. I am scared

12 Request to Give Less Than Five Days' Notice

You must have your papers personally served on the person in ② at least five days before the hearing, unless the court orders a shorter time for service. (Form CH-200-INFO explains What Is "Proof of Personal Service"? Form CH-200, Proof of Personal Service, may be used to show the court that the papers have been served.)

If you want there to be fewer than five days between service and the hearing, explain why below:

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 12—Request to Give Less Than Five-Days Notice" for a title.

13 No Fee for Filing or Service

- a. There should be no filing fee because the person in ② has used or threatened to use violence against me, has stalked me, or has acted or spoken in some other way that makes me reasonably fear violence.
- b. The sheriff or marshal should serve (notify) the person in ② about the orders for free because my request for orders is based on unlawful violence, a credible threat of violence, or stalking.
- c. There should be no filing fee and the sheriff or marshal should serve the person in ② for free because I am entitled to a fee waiver. (You must complete and file Form FW-001, Application for Waiver of Court Fees and Costs.)

14 Lawyer's Fees and Costs

I ask the court to order payment of my: a. Lawyer's fees b. Court costs

The amounts requested are:

<u>Item</u>	<u>Amount</u>	<u>Item</u>	<u>Amount</u>
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

Check here if there are more items. Put the items and amounts on the attached sheet of paper or Form MC-025 and write "Attachment 14—Lawyer's Fees and Costs" for a title.

This is not a Court Order.

15 **Additional Orders Requested**

I ask the court to make the following additional orders (*specify*):

Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or Form MC-025 and write "Attachment 15—Additional Orders Requested," for a title.

Lined area for specifying additional orders.

16 Number of pages attached to this form, if any: _____

Date: 2/23/2015

Lawyer's name (if any)

Lawyer's signature

I declare under penalty of perjury under the laws of the State of California that the information above and on all attachments is true and correct.

Date: 2/23/2015

Molly Theresa Shere
Type of print your name

Molly Shere
Sign your name

This is not a Court Order.

CH-110

Temporary Restraining Order

FILED
 SAN FRANCISCO COURT
 SUPERIOR COURT
 2015 FEB 23 PM 4:43
 CLERK OF THE COURT
 BY: *Chloe Blaha*
 Deputy Clerk

Person in ① must complete items ①, ②, and ③ only.

① **Protected Person**
 a. Your Full Name: Molly Theresa Shere
 Your Lawyer (if you have one for this case):
 Name: _____ State Bar No.: _____
 Firm Name: _____
 b. Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.):
 Address: 3621 18th Street
 City: SF State: CA Zip: 94110
 Telephone: ~~415-441-1000~~ Fax: _____
 E-Mail Address: _____

Fill in court name and street address:
 Superior Court of California, County of
 SAN FRANCISCO SUPERIOR COURT
 400 MCALLISTER - ROOM 103
 SAN FRANCISCO, CA 94102-4512

Court fills in case number when form is filed.
 Case Number:
CCH-15-576666

② **Restrained Person**
 Full Name: Christie West
 Description: my landlord
 Sex: M F Height: 58 Weight: 200+ Date of Birth: _____
 Hair Color: brn Eye Color: _____ Age: 66 Race: white
 Home Address (if known): 314 Almond
 City: Los Altos State: CA Zip: _____
 Relationship to Protected Person: my landlord

③ **Additional Protected Persons**
 In addition to the person named in ①, the following family or household members of that person are protected by the temporary orders indicated below:

Full Name	Sex	Age	Household Member?	Relation to Protected Person
<u>Jeff Clark</u>	<u>M</u>	<u>37</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>care taker / boyfriend</u>
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____

Check here if there are additional persons. List them on an attached sheet of paper and write "Attachment 3-- Additional Protected Persons" as a title. You may use Form MC-025, Attachment.

The court will complete the rest of this form.

④ **Expiration Date**
 This Order expires at the end of the hearing scheduled for the date and time below:
 Date: _____ Time: _____ a.m. p.m.

This is a Court Order.

Case Number: _____

To the Person in 2:

The court has granted the temporary orders checked as granted below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

5 Personal Conduct Orders

Not Requested Denied Until the Hearing Granted as Follows:

a. You must not do the following things to the person named in ①

and to the other protected persons listed in ③:

- (1) Harass, intimidate, molest, attack, strike, stalk, threaten, assault (sexually or otherwise), hit, abuse, destroy personal property of, or disturb the peace of the person.
- (2) Contact the person, either directly or indirectly, in any way, including, but not limited to, in person, by telephone, in writing, by public or private mail, by interoffice mail, by e-mail, by text message, by fax, or by other electronic means.
- (3) Take any action to obtain the person's address or location. If this item (3) is not checked, the court has found good cause not to make this order.
- (4) Other (specify):
 Other personal conduct orders are attached at the end of this Order on Attachment 5a(4).

b. Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order. However, you may have your papers served by mail on the person in ①.

6 Stay-Away Order

Not Requested Denied Until the Hearing Granted as Follows:

a. You must stay at least _____ yards away from (check all that apply):

- (1) The person in ①
- (2) Each person in ③
- (3) The home of the person in ①
- (4) The job or workplace of the person in ①
- (5) The school of the person in ①
- (6) The school of the children of the person in ①
- (7) The place of child care of the children of the person in ①
- (8) The vehicle of the person in ①
- (9) Other (specify): _____

b. This stay-away order does not prevent you from going to or from your home or place of employment.

7 No Guns or Other Firearms and Ammunition

a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.

b. You must:

- (1) Sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms in your immediate possession or control. This must be done within 24 hours of being served with this Order.

This is a Court Order.



Case Number: _____

(2) File a receipt with the court within 48 hours of receiving this Order that proves that your guns or firearms have been turned in, sold, or stored. (You may use Form CH-800, Proof of Firearms Turned In, Sold, or Stored for the receipt.)

c. The court has received information that you own or possess a firearm.

8 Other Orders

Not Requested Denied Until the Hearing Granted as Follows (specify):

Additional orders are attached at the end of this Order on Attachment 8.

To the Person in 1:

9 Mandatory Entry of Order Into CARPOS Through CLETS

This Order must be entered into the California Restraining and Protective Order System (CARPOS) through the California Law Enforcement Telecommunications System (CLETS). (Check one):

- a. The clerk will enter this Order and its proof-of-service form into CARPOS.
- b. The clerk will transmit this Order and its proof-of-service form to a law enforcement agency to be entered into CARPOS.
- c. By the close of business on the date that this Order is made, the person in 1 or his or her lawyer should deliver a copy of the Order and its proof-of-service form to the law enforcement agency listed below to enter into CARPOS:

Name of Law Enforcement Agency

Address (City, State, Zip)

Additional law enforcement agencies are listed at the end of this Order on Attachment 9.

10 No Fee to Serve (Notify) Restrained Person Ordered Not Ordered.

The sheriff or marshal will serve this Order without charge because:

- a. The Order is based on unlawful violence, a credible threat of violence, or stalking.
- b. The person in 1 is entitled to a fee waiver.

11 Number of pages attached to this Order, if any:

Date:

2/23/12


Judicial Officer Hon. Charles C. Ruppert

This is a Court Order.



Warnings and Notices to the Restrained Person in ②**You Cannot Have Guns or Firearms**

You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, or ammunition while this Order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms that you have or control as stated in item ⑦ above. The court will require you to prove that you did so.

Notice Regarding Nonappearance at Hearing and Service of Order

If you have been personally served with this Temporary Restraining Order and Form CH-109, *Notice of Court Hearing*, but you do not appear at the hearing either in person or by a lawyer, and a restraining order that is the same as this Temporary Restraining Order except for the expiration date is issued at the hearing, a copy of the order will be served on you by mail at the address in item ②.

If this address is not correct or you wish to verify that the Temporary Restraining Order was converted into a restraining order at the hearing without substantive change, or to find out the duration of the order, contact the clerk of the court.

After You Have Been Served With a Restraining Order

- Obey all the orders.
- Read Form CH-120-INFO, *How Can I Respond to a Request for Civil Harassment Restraining Orders?*, to learn how to respond to this Order.
- If you want to respond, fill out Form CH-120, *Response to Request for Civil Harassment Restraining Orders*, and file it with the court clerk. You do not have to pay any fee to file your response if the Request claims that you inflicted or threatened violence against or stalked the person in ①.
- You must have Form CH-120 served by mail on the person in ① or that person's attorney. You cannot do this yourself. The person who does the mailing should complete and sign Form CH-250, *Proof of Service of Response by Mail*. File the completed proof of service with the court clerk before the hearing date or bring it with you to the hearing.
- In addition to the response, you may file and have declarations served, signed by you and other persons who have personal knowledge of the facts. You may use Form MC-030, *Declaration*, for this purpose. It is available from the clerk's office at the court shown on page 1 of this form or at www.courts.ca.gov/forms. If you do not know how to prepare a declaration, you should see a lawyer.
- Whether or not you file a response, you should attend the hearing. If you have any witnesses, they must also go to the hearing.
- At the hearing, the judge can make restraining orders against you that last for up to five years. Tell the judge why you disagree with the orders requested.

Instructions for Law Enforcement**Enforcing the Restraining Order**

This order is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Restraining and Protective Orders System (CARPOS). If the law enforcement agency has not received proof of service on the restrained person, the agency must advise the restrained person of the terms of the order and then must enforce it. Violations of this order are subject to criminal penalties.

This is a Court Order.

Start Date and End Date of Orders

This order *starts* on the date next to the judge’s signature on page 3. The order *ends* on the expiration date in item ④ on page 1.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6. Agencies are encouraged to enter violation messages into CARPOS.

Notice/Proof of Service

The law enforcement agency must first determine if the restrained person had notice of the order. Consider the restrained person “served” (given notice) if (Pen. Code, § 836(c)(2)):

- The officer sees a copy of the Proof of Service or confirms that the Proof of Service is on file; or
- The restrained person was informed of the order by an officer.

An officer can obtain information about the contents of the order and proof of service in CARPOS. If proof of service on the restrained person cannot be verified, the agency must advise the restrained person of the terms of the order and then enforce it.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, this order remains in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The order can be changed only by another court order. (Pen. Code, § 13710(b).)

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued, the orders must be enforced according to the following priorities (see Pen. Code, § 136.2, Fam. Code, §§ 6383(h)(2), 6405(b)):

1. *EPO*: If one of the orders is an *Emergency Protective Order* (form EPO-001) and is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No Contact Order*: If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence over any other restraining or protective order.
3. *Criminal Order*: If none of the orders includes a no contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order*: If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

Clerk's Certificate
[seal]

(Clerk will fill out this part.)
—Clerk's Certificate—

I certify that this *Temporary Restraining Order* is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____, Deputy

This is a Court Order.

CH-109 Notice of Court Hearing

Clerk stamps date here when form is filed.

SAN FRANCISCO COUNTY SUPERIOR COURT 2015 FEB 23 PM 4:42 CLERK OF THE COURT BY: <i>[Signature]</i> Deputy Clerk

1 Person Seeking Protection

a. Your Full Name: Molly Theresa Shere
 Your Lawyer (if you have one for this case):
 Name: _____ State Bar No.: _____
 Firm Name: _____

b. Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.):
 Address: 3621 18th Street
 City: SF State: CA Zip: 94110
 Telephone: ~~415 771 9894~~ Fax: _____
 E-Mail Address: _____

Fill in court name and street address:

Superior Court of California, County of SAN FRANCISCO SUPERIOR COURT 400 MCALLISTER - ROOM 103 SAN FRANCISCO, CA 94102-4512
--

Court fills in case number when form is filed.

Case Number: <u>CCH-15-57666</u>

2 Person From Whom Protection Is Sought
 Full Name: CHRISTIE WEST

The court will complete the rest of this form.

3 Notice of Hearing

A court hearing is scheduled on the request for restraining orders against the person in **2**:

Name and address of court if different from above:

Hearing Date	Date: <u>3-18-15</u> Time: <u>9:00</u>	_____
	Dept.: <u>S14</u> Room: <u>S14</u>	_____

4 Temporary Restraining Orders (Any orders granted are on Form CH-110, served with this notice.)

- a. Temporary Restraining Orders for personal conduct and stay-away orders as requested in Form CH-100, Request for Civil Harassment Restraining Orders, are (check only one box below):
- (1) All GRANTED until the court hearing.
 - (2) All DENIED until the court hearing. (Specify reasons for denial in b, below.)
 - (3) Partly GRANTED and partly DENIED until the court hearing. (Specify reasons for denial in b, below.)

Case Number: _____

b. Reasons for denial of some or all of those personal conduct and stay-away orders as requested in Form CH-100, *Request for Civil Harassment Restraining Orders*, are:

- (1) The facts as stated in Form CH-100 do not sufficiently show acts of violence, threats of violence, or a course of conduct that seriously alarmed, annoyed, or harassed the person in ① and caused substantial emotional distress.
- (2) Other (specify): As set forth on Attachment 4b.

⑤ Service of Documents by The Person in ①

At least five _____ days before the hearing, someone age 18 or older—not you or anyone to be protected—must personally give (serve) a court file-stamped copy of this Form CH-109, to the person in ② along with a copy of all the forms indicated below: *Notice of Court Hearing*,

- a. CH-100, *Request for Civil Harassment Restraining Orders* (file-stamped)
- b. CH-110, *Temporary Restraining Order* (file-stamped) IF GRANTED
- c. CH-120, *Response to Request for Civil Harassment Restraining Orders* (blank form)
- d. CH-120-INFO, *How Can I Respond to a Request for Civil Harassment Restraining Orders?*
- e. CH-250, *Proof of Service of Response by Mail* (blank form)
- f. Other (specify): _____

Date: 2/23/10

HAN CHARLES CRUMPTON
Judicial Officer HAN CHARLES CRUMPTON

To the Person in ①:

- The court cannot make the restraining orders after the court hearing unless the person in ② has been personally given (served) a copy of your request and any temporary orders. To show that the person in ② has been served, the person who served the forms must fill out a proof of service form. Form CH-200, *Proof of Personal Service*, may be used.
- For information about service, read Form CH-200-INFO, *What Is "Proof of Personal Service"?*
- If you are unable to serve the person in ② in time, you may ask for more time to serve the documents. Use Form CH-115, *Request to Continue Court Hearing and to Reissue Temporary Restraining Order*.

Case Number: _____

To the Person in ②:

- If you want to respond to the request for orders in writing, file Form CH-120, *Response to Request for Civil Harassment Restraining Orders*, and have someone age 18 or older—not you or anyone to be protected—mail it to the person in ①.
- The person who mailed the form must fill out a proof of service form. Form CH-250, *Proof of Service of Response by Mail*, may be used. File the completed form with the court before the hearing and bring a copy with you to the court hearing.
- Whether or not you respond in writing, go to the hearing if you want the judge to hear from you before making an order. You may tell the judge why you agree or disagree with the orders requested.
- You may bring witnesses and other evidence.
- At the hearing, the judge may make restraining orders against you that could last up to five years and may order you to turn in to law enforcement, or sell to or store with a licensed gun dealer, any firearms that you own or possess.



Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to www.courts.ca.gov/forms for *Request for Accommodations by Persons with Disabilities and Response* (Form MC-410). (Civ. Code, § 54.8.)

(Clerk will fill out this part.)

—Clerk's Certificate—

I certify that this *Notice of Court Hearing* is a true and correct copy of the original on file in the court.

Clerk's Certificate

[seal]

Date: _____

Clerk, by _____, Deputy

CH-109 Civil Harassment Notice of Court Hearing

CH109 Attachment 4b.

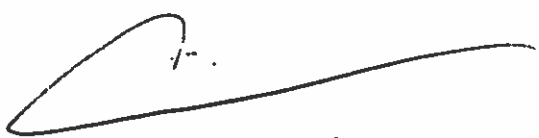
Special Notice to Petitioner:

While the court does not grant a Temporary Restraining Order lasting until the date of the hearing set for this matter, a hearing is scheduled for this matter wherein the Court will hear Petitioner's reasons for seeking a Permanent Restraining Order. However, this hearing is conditioned upon Petitioner's payment of the court's filing fees unless Petitioner is low income and signs under penalty of perjury that Petitioner believes he or she is entitled to, and has applied for a fee waiver. If this is not done, the hearing will be canceled without prejudice, and Petitioner must re-apply.

IMPORTANT: Upon applying for a fee waiver, you may be ordered to go to court to answer questions about your ability to pay court fees and costs and to provide proof of eligibility. Any initial fee waiver you are granted may be ended if you do not go to court when asked. If the court finds that you are not or were not eligible for a fee waiver you will be ordered to repay amounts that were waived.

Date: _____

2/23/15



Judicial Officer *Hon. Charles Crampton*



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

Date: 3/26/15

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

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

Notice of Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE #A
CASE NO. E150542

Molly T. Shere
1215 29th Avenue #A
San Francisco, CA 94122
(Tenant Petitioner)

Christie West
314 Almond Avenue
Los Altos, CA 94022
(Landlord Respondent)

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

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

This Report of Alleged Wrongful Eviction indicates that:

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

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

WARNING TO LANDLORD:

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

WARNING TO TENANT:

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

*If you have any questions regarding this case, please contact Roger Levin at 252-4634.
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: 3/26/15

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

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

ATTACHMENT

IN RE: 1215 29TH AVENUE #A
CASE NO. E150542

Separately and additionally, Tenant Shere states that Landlord West has threatened to evict her from her residence without any required legal process by, *inter alia*, changing her locks, dismantling her unit, removing the front door and putting her belongings onto the street. Tenant Shere has submitted evidence in support of these claims, including copies of numerous texts dated March 26, 2015, apparently from Landlord West ["Christie"], that make precisely such threats to Tenant Shere.

WARNING TO THE LANDLORD:
"SELF-HELP" EVICTION IS ILLEGAL ANYWHERE IN CALIFORNIA

A California tenant may be evicted **only** by the Sheriff, **only** after the court process has been invoked, and **only** if the tenant has lost the case. **The landlord and/or "Master Tenant" are forbidden by law from themselves ejecting a tenant.**

Please be warned that Rent Ordinance §37.10A [Misdemeanors and Other Enforcement Provisions], subsection (a) states, in part, "*It shall further be unlawful for a landlord to charge any rent which exceeds the limitations of this chapter*", and Rent Ordinance §37.10A(c) states, "*It shall be unlawful for a landlord or for any person who willfully assists a landlord to recover possession of a rental unit unless, prior to recovery of possession of the unit the landlord satisfies all requirements for recovery of the unit under Section 37.9(a) or (b).*" Further, Rent Ordinance §37.9(e) provides that "*[i]t shall be unlawful for a landlord or any other person who willfully assists the landlord to endeavor to recover possession or to evict a tenant except as provided in Section 37.9(a) and (b).*" Rent Ordinance §§37.9 (e) and (f) provide for substantial criminal and civil penalties, including treble damages, injunctive relief and attorneys fees, for ANY person who endeavors to recover possession or recovers possession in violation of Rent Ordinance §37.9(a) or (b). Furthermore, under California law distinct civil and/or criminal liability may also attach when, *inter alia*, a Landlord locks out a tenant; unlawfully enters a tenant's unit; retains or attempts to retain a tenant's property without due process of law; or willfully interrupts any utility service with the intent to terminate the occupancy. See, e.g., Jordan v. Talbot (1961) 55 Cal.2d 597; Penal Code §§418 and 837; Civil Code §789.3; and Code of Civil Procedure §1159. IN ADDITION, the landlord should be aware that it is a serious violation of state and local law for a landlord to retaliate - or threaten to retaliate - against a tenant for the tenant's peaceful exercise of any legal right(s). See, e.g., Rent Ordinance §37.9(d) and California Civil Code §1942.5.



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

Date: 3/26/15

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

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

Response to Receipt of Report Of Alleged Wrongful Eviction

IN RE: 1215 29TH AVENUE #A
CASE NO. E150542

Molly T. Shere
1215 29th Avenue #A
San Francisco, CA 94122
(Tenant Petitioner)

Christie West
314 Almond Avenue
Los Altos, CA 94022
(Landlord Respondent)

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

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

Please sign, date and return the following affidavit:

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

(signature of landlord)

(print name)

Executed on _____, at _____
(date) (city and state)

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you.
Due Date: 4/7/2015

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

*If you have any questions regarding this case, please contact Roger Levin at 252-4634.
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*



San Francisco Residential Rent Stabilization and Arbitration Board

E150542

RECEIVED
2015 MAR 26 AM 11:11
S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD
Rent Board Date Stamp

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

REPORT OF ALLEGED WRONGFUL EVICTION

↓ Rental Unit Information ↓

1215 29th Avenue A San Francisco, CA 941 94122
 Street Number of Unit Street Name Unit Number City State Zip Code

1215 29th Ave 3
 Name of Building Complex (If Applicable) Entire Building Address (lowest & highest numbers) # of Units in Building

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

Move-in Date: 4-3-2009 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No

The rent is paid to (select one): Owner Property Manager Master Tenant Other _____

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

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

↓ Tenant Information ↓

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

Molly T Shere
 First Name Middle Initial Last Name

1215 29th Ave #A SF CA 94122
 Mailing Address: Street Number Street Name Unit Number City State Zip Code
 (be specific, e.g. 1, 2, A, B, upper/lower/rear/front)

415 272 9390 415 623 6936
 Primary Phone Number Other Phone Number

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

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

↓ Tenant Representative Information ↓

Attorney Non-attorney Representative Interpreter

First Name Middle Initial Last Name

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

Primary Phone Number Other Phone Number

San Francisco Residential Rent Stabilization and Arbitration Board

REPORT OF ALLEGED WRONGFUL EVICTION

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

Owner Information

Handwritten owner information: First Name: Christie, Middle Initial: West, Last Name: West, Mailing Address: 314 Almond, Los Altos CA 94022, Primary Phone Number: 650 823 3025, Other Phone Number: 650 450 3234

Master Tenant Information (if applicable)

Blank fields for Master Tenant Information: First Name, Middle Initial, Last Name, Mailing Address, Primary Phone Number, Other Phone Number

Property Manager Information (if applicable)

Blank fields for Property Manager Information: Name of Company, First Name of Manager, Middle Initial, Last Name, Mailing Address, Primary Phone Number, Other Phone Number

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

Blank fields for Other Landlord Representative Information: First Name, Middle Initial, Last Name, Mailing Address, Primary Phone Number, Other Phone Number

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

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

I have been told by my landlord via text that my apartment will be emptied and the door removed on March 30. I have received no written notice. She sends me garbled threatening texts saying this. I have included texts in print

DECLARATION OF TENANT(S)

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

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

Molly Shere

(Print Name)

Molly Shere

(Signature of Tenant)

3-26-15

(Date)

(Print Name)

(Signature of Tenant)

(Date)

(Print Name)

(Signature of Tenant)

(Date)

REPORT OF ALLEGED WRONGFUL EVICTION

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

- 1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice) on _____ from Christie West
(Date of Receipt of Notice) (First Name) (Last Name)
The eviction notice requires me to vacate my rental unit by: 3/20/15
(Date)
 Yes, I have included a copy of the Notice to Quit or Vacate with this report. (encls)
- 2. On _____, the landlord orally told me to vacate my rental unit and/or
(Date(s) of Receipt of Notice)
through conduct has tried to make me move out by: _____
(Date)
 Yes, I have included a true statement fully describing the basis for my claim on page 4.

Please complete the following:

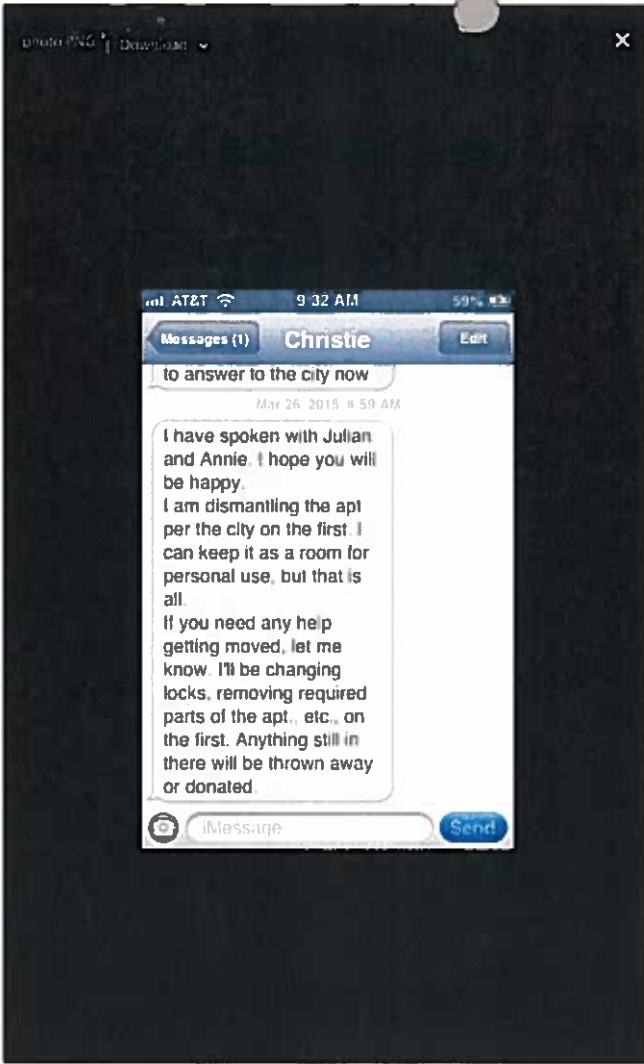
My rent is due on the following date: Apr. 1st My current rent is \$ 1000⁰⁰
I offered to pay rent. Yes No If Yes, state amount \$ _____ and date of offer: _____
Did the landlord accept the rent? Yes No If No, please explain briefly: _____

I have vacated my rental unit. Yes No If Yes, state date of move-out: _____

An Unlawful Detainer (eviction) action has been filed in Superior Court: Yes No
If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 day of receiving the unlawful detainer summons and complaint.

Do you live in the same unit with the owner? Yes No
If Yes, use the space provided on page 4 to describe the unit and state whether there are other occupants in the unit.

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



Answers Screen Flickr Mobile

Search Mail Search Web Home Molly

Delete Move Spam More

{No Subject}

Molly Today at 9:36 AM

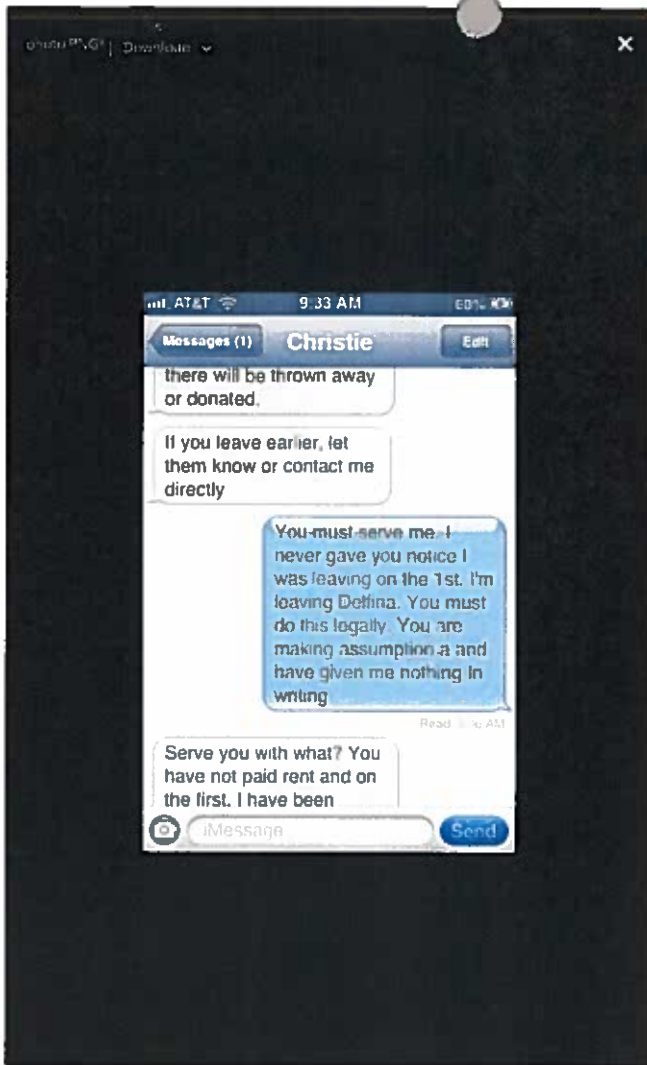
To: me

Sent from my iPhone

Reply, Reply All or Forward | More

LifeLock Ultimate Plus™
Comprehensive
Identity protection.

- Eddie Blyden Mar 25
 - Event Invitation: POP CROSS IV
- myscore.com Mar 25
 - [ALERT] Please Confirm Your Email Address
- Origin Mar 25
 - Origin Account (password help)
- 350jr Mar 25
 - Other: 350jr sent a message about Impeller Si
- Sibel Calatayud-willems Mar 24
 - [Remtrada] Lemtrada available on the Pharma
- Facebook Mar 24
 - New message from Michael Behen
- Target Alerts Mar 24
- Good 2014 Alerts Mar 24



Answers Screen Flickr Mobile

Search Mail Search Web Home Molly

Delete Move Spam More

[No Subject] People

Molly to me Today at 9:36 AM

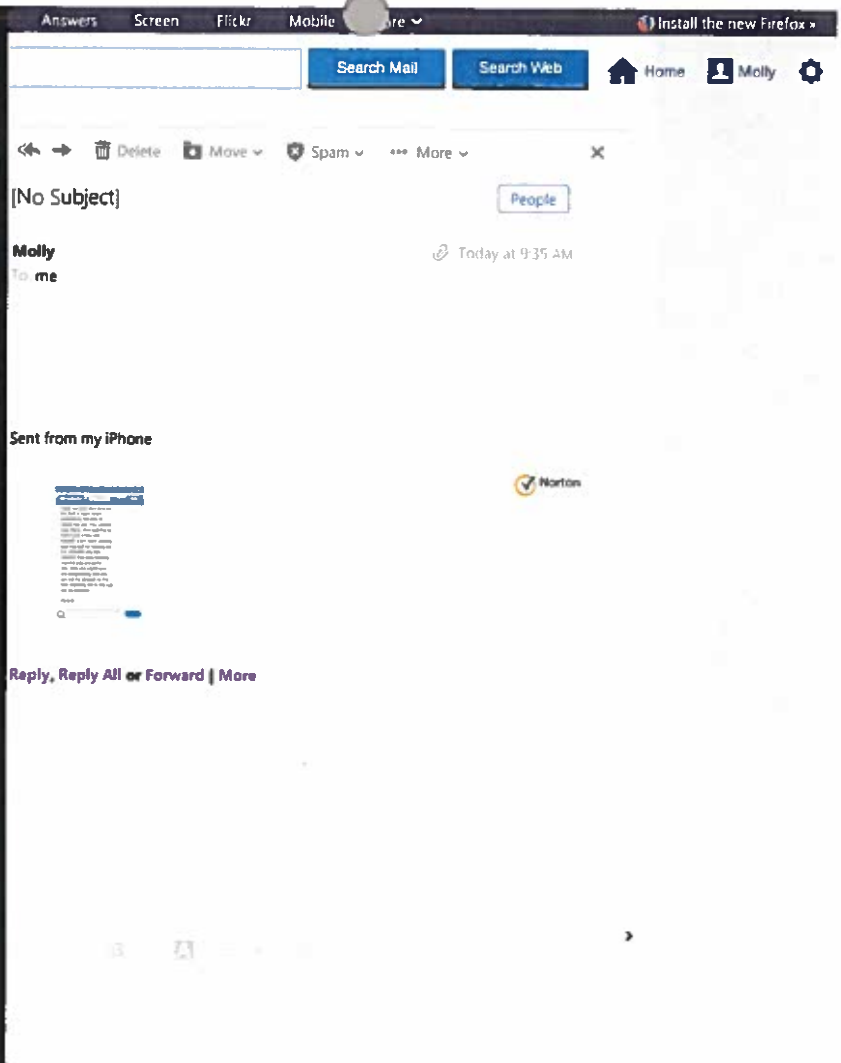
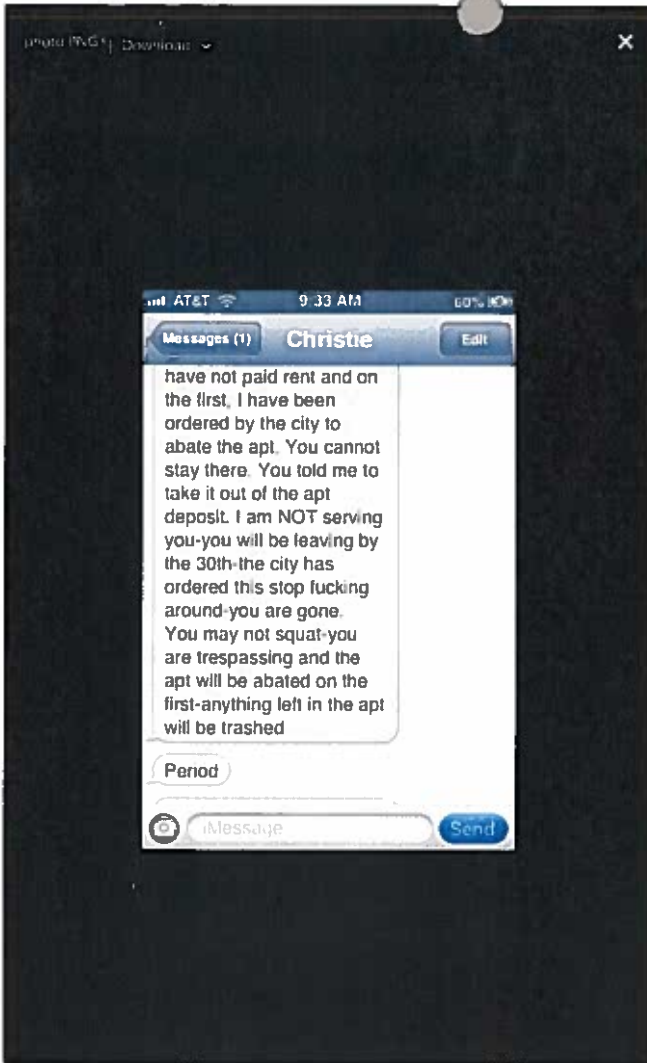
Sent from my iPhone

Norton

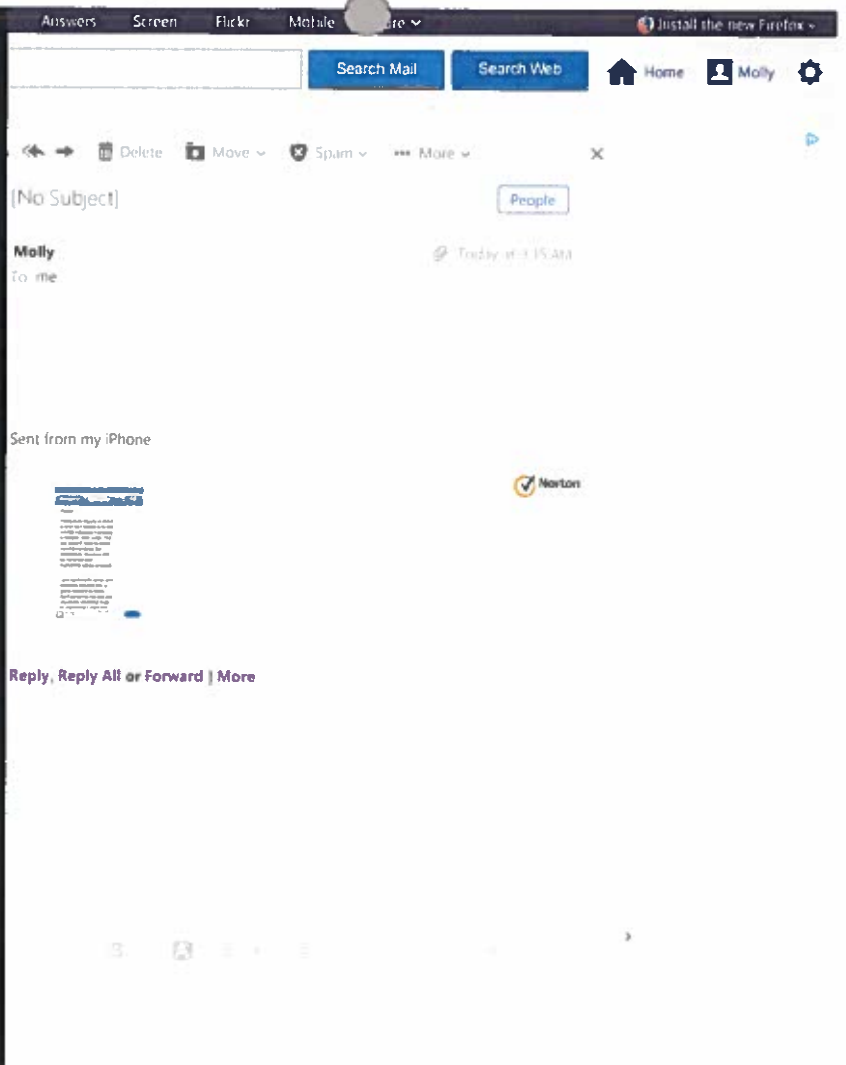
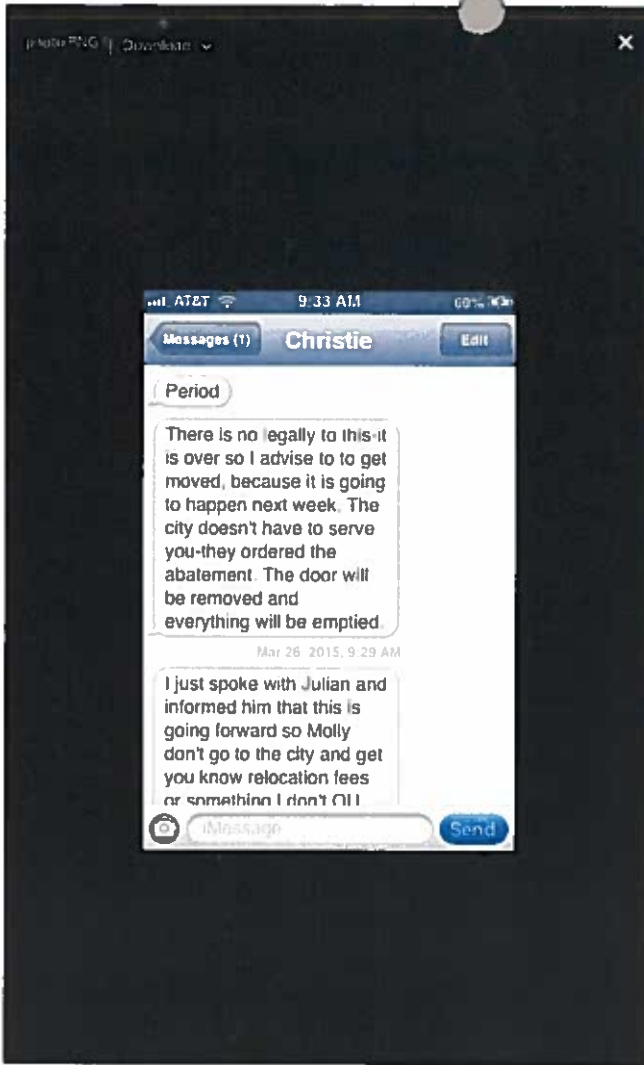
Reply, Reply All or Forward | More

LiveLifeFree™
With Breach Notices
LifeLock protects you

- Eddie Blyden Mar 25
- Event Invitation: POP CROSS IV
- myscore.com Mar 25
- [ALERT] Please Confirm Your Email Address
- Origin Mar 25
- Origin Account password help
- 350jr Mar 25
- Other: 350jr sent a message about Impeller Six
- Sibel Calatayud willems Mar 24
- [Lemtrada] Lemtrada available on the Pharma
- Facebook Mar 24
- New message from Michael Behen
- Target Alerts Mar 23
- REDCard Email Alert: Statement Available: Ref
- Good Vibrations Mar 23
- Information About Your Recent Order: Order 5

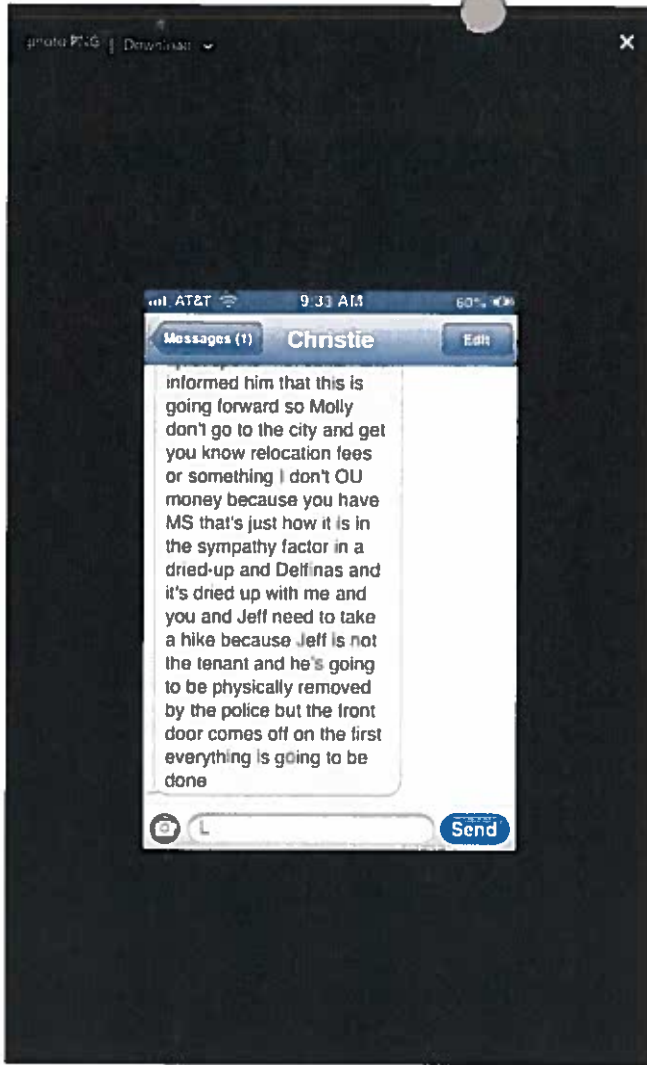


- Eddie Blyden Mar 25
- Event Invitation: POP CROSS IV
Eddie Blyden invited you to POP CROSS IV
- myscore.com Mar 25
- (ALERT) Please Confirm Your Email Address
myscore.com
- Origin Mar 25
- Origin Account password help
- 350jr Mar 25
- Other: 350jr sent a message about Impeller S...
- Sibel Galatayud willems Mar 24
- [Lemtrada] Lemtrada available on the Pharma...
- Facebook Mar 24
- New message from Michael Behen
- Target Alerts Mar 23
- REDCard Email Alert - Statement Available - Ref
- Good Vibrations Mar 23
- Information About Your Recent Order - Order 5



Take control of your credit with Equifax Complete™ Premier.

- Eddie Blyden Mar 25
- Event Invitation: POP CROSS TV
- myscore.com Mar 25
- [ALERT] Please Confirm Your Email Address
- Origin Mar 25
- Origin Account password help
- 350jr Mar 25
- Other: 350jr sent a message about Impeller Si- 1
- Sibel Calatayud willems Mar 24
- [Lemtrada] Lemtrada available on the Pharma
- Facebook Mar 24
- New message from Michael Bohan
- Target Alerts
- Bonf... ..



Answers Screen Flickr Mobile

Search Mail Search Web Home Molly

(No Subject) People

Molly to me Today at 9:34 AM

Sent from my iPhone

Reply, Reply All or Forward | More

CELEBREX
CELECOXIB CAPSULES/IBU
For a body in motion.

SO moving is easier.

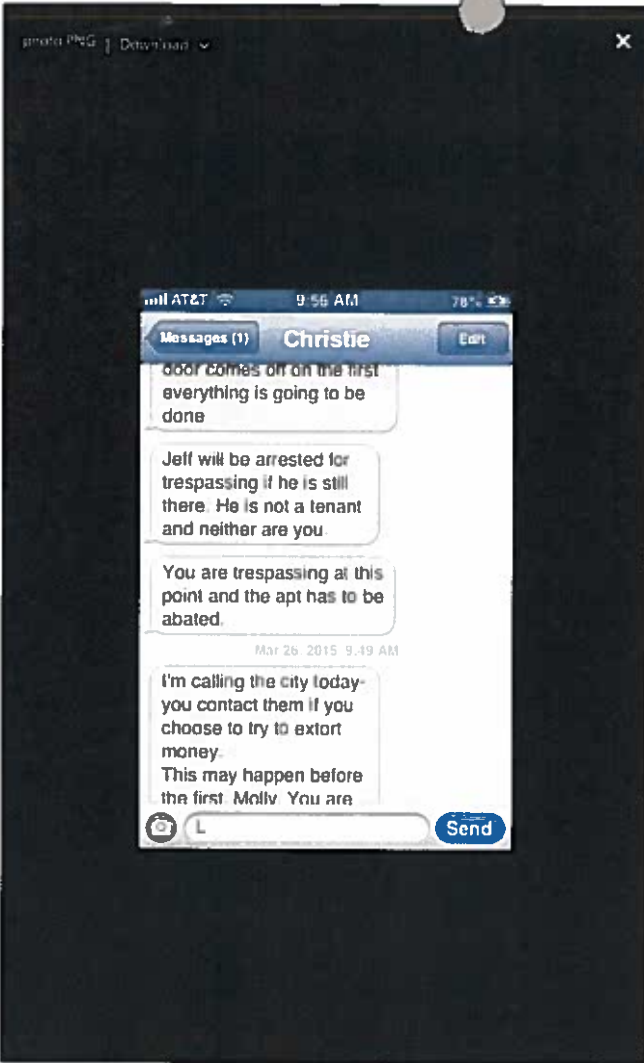
Scroll for Important Safety Information and indications.

Important Safety Information:

All prescription NSAIDs, like CELEBREX, ibuprofen, naproxen, and meloxicam have the same cardiovascular warning. They may all increase the chance of heart attack or stroke that can lead to death. This chance increases if you have heart disease or risk factors for it, such as high blood pressure or when NSAIDs are taken for long periods. CELEBREX should not be used right before or after Full Prescribing Information, including Boxed Warning

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- Eddie Blyden Mar 25
- Event Invitation: POP CROSS IV
Eddie Blyden - send via POP CROSS IV
- myscore.com Mar 25
- [ALERT] Please Confirm Your Email Address
myScore.com - alert
- Origin Mar 25
- Origin Account password help
- 350jr Mar 25
- Other 350jr sent a message about Impeller Si
- Sibel Calatayud willems Mar 24
- [Lemtrada] Lemtrada available on the Pharma
- Facebook Mar 24
- New message from Michael Behen
- Target Alerts Mar 23
- REDCard Email Alert: Statement Available Ref
- Good Vibrations Mar 23
- Information About Your Recent Order Order 5



Answers Screen Flickr Mobile

Search Mail Search Web Home Molly

Delete Move Spam More

[No Subject] People

Molly To me Today at 9:57 AM

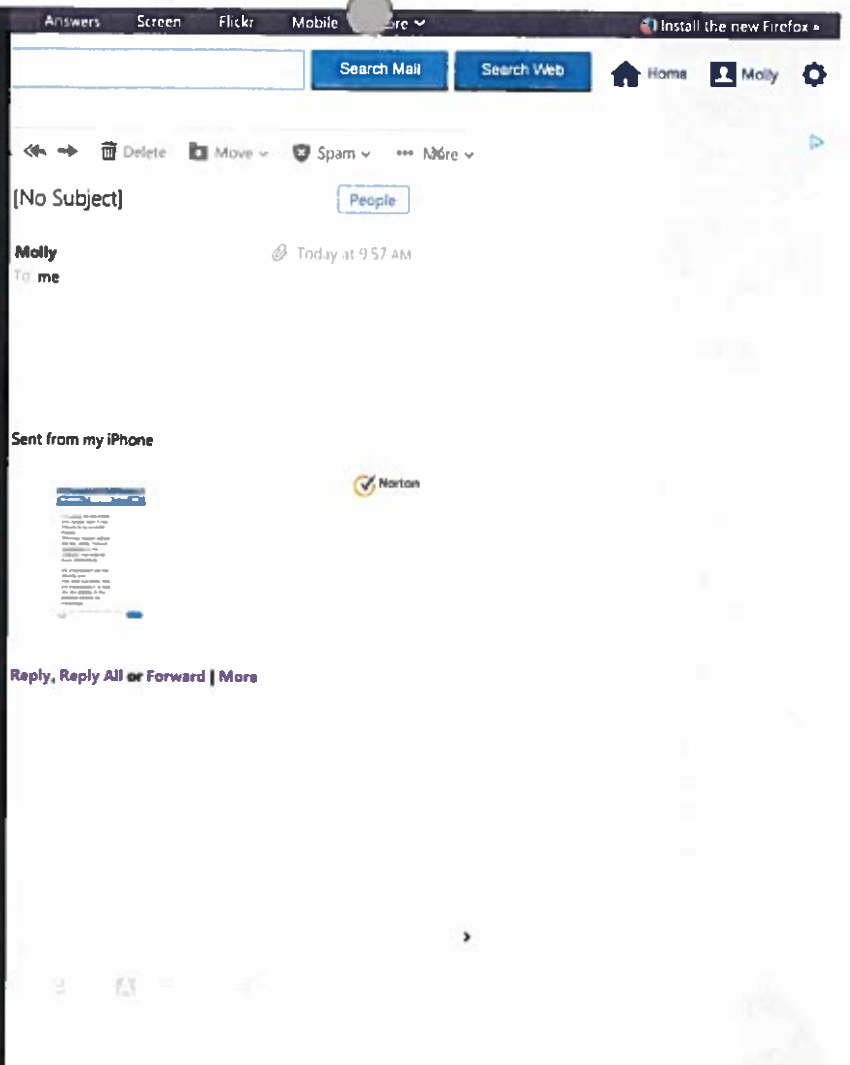
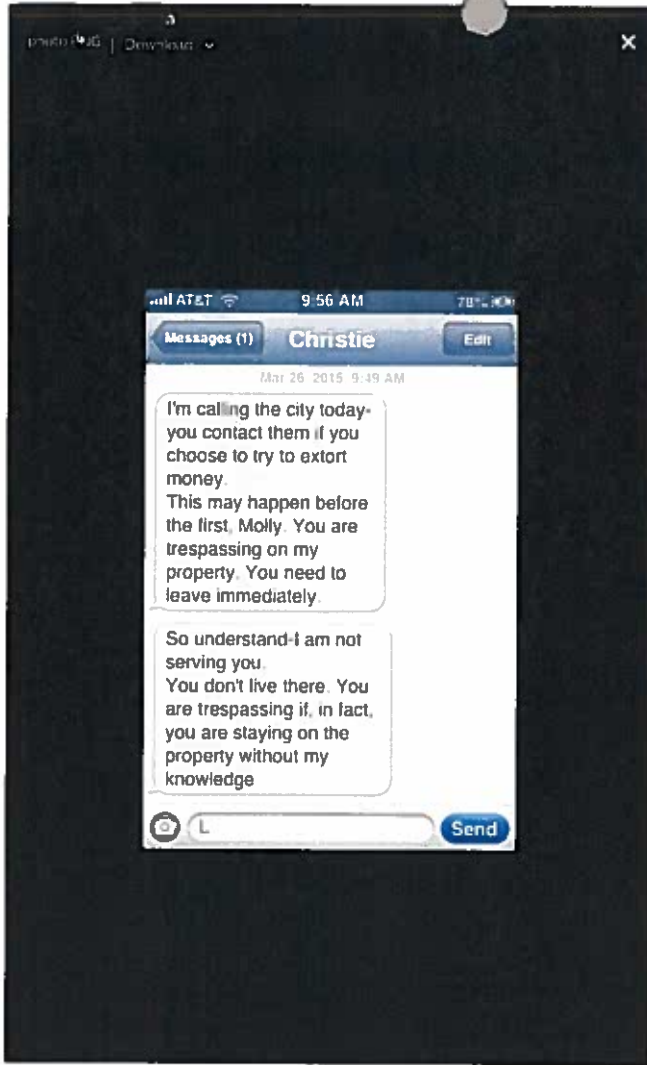
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- DG News 2:43 AM
- Neurology: Blood Test May Shed New Light on ...
- Facebook Mar 25
- Jeff Clark confirmed your Facebook friend req...
- Hestia Tham Mar 25
- m edic ame nts, st ill und erp riced iTa k e a ce
- Eddie Blyden Mar 25
- Event Invitation: POP CROSS IV
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- 350jr Mar 25
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- Eddie Blyden Mar 25
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- Origin Account password help
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- Sibel Calatayud willems Mar 24
- [Lemtrada] Lemtrada available on the Pharma

Welcome to our Permit / Complaint Tracking System!

COMPLAINT DATA SHEET

Complaint Number: 201527461
Owner/Agent: OWNER DATA SUPPRESSED
Owner's Phone: --
Contact Name: --
Contact Phone: --
Complainant: COMPLAINANT DATA SUPPRESSED
Date Filed:
Location: 1215 29TH AV
Block: 1721
Lot: 002
Site:
Rating:
Occupancy Code:
Received By: Matthew Czajkowski
Division: HIS
Complainant's Phone:
Complaint Source: E-MAIL
Assigned to Division: HIS
Description: exterior lead paint removal. rubbish in yard. asbestos shingle in piles.

Instructions: acting landlord Christie West 650-823-3025.

INSPECTOR INFORMATION

DIVISION	INSPECTOR ID	DISTRICT	PRIORITY
HIS	DICKS	10299	

REFERRAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
02/17/15	GENERAL MAINTENANCE	HIS	Dicks	INSPECTION OF PREMISES MADE	Insp. Dicks arrived at property to investigate complaint. No lead paint removal work or migration was observed. Sr Insp. Davison spoke to David Rizzola (DPH) and informed him of possible asbestos issue.
02/17/15	GENERAL MAINTENANCE	HIS	Dicks	CASE CLOSED	
02/17/15	CASE OPENED	HIS	Dicks	CASE RECEIVED	

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

[Inspector Contact Information](#)

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

If you need help or have a question about this service, please visit our FAQ area.



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[By Address](#)

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[Cities by ZIP Code™](#)

You entered:

314 ALMOND
LOS ALTOS CA

[Look up another ZIP Code™ >](#)
[Edit and Search Again >](#)

Here's the full address, using standard abbreviations and formatting...

The address you provided is not recognized by the US Postal Service as an address we serve. Mail sent to this address may be returned.

314 ALMOND AVE
LOS ALTOS CA 94022

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

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

本項公告可能會影響您身為房東或房客的權利。
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.

Notice Of Appeal Consideration

APPEAL NO. AL190026
ORIGINAL NO(S). L182425

1215 29th Avenue, #Main Level, SE Bedroom
San Francisco, CA 94122

An Appeal has been filed at the San Francisco Residential Rent Stabilization and Arbitration Board regarding the above property. A copy of the appeal is enclosed for the non-appealing party(ies).

THIS APPEAL WILL BE CONSIDERED ON:

Date: 5/14/2019
Time: 6:00 PM

Location: 25 Van Ness Avenue
Suite 70, Lower Level
San Francisco, CA 94102

If you wish to respond to the appeal, you must do so in writing. Your response must be received by the Board no later than noon one week before the above date. You must submit sixteen (16) copies for the Commissioners and staff and you must also send a copy of your response to the person or representative who filed the appeal.

The Board will not hear oral testimony at this stage. Your presence is not required at the Board's consideration, but you may attend if you wish. You will be notified of the Board's action on the appeal.

The Board shall decide whether to accept an appeal by considering, among other factors, the following:

- a) fairness to the parties;
- b) hardship to either party; and
- c) promotion of the policies and purposes of the Ordinance.

When the Commissioners consider an appeal, they may take any of the following actions:

- a) deny the appeal;
- b) remand the case to an Administrative Law Judge for further action;
- c) schedule an appeal hearing before the Board; or
- d) order correction of numerical or clerical errors in the decision.



**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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Proof of Service

Proof of Service page 1

**APPEAL NO. AL190026
ORIGINAL NO(S). L182425**

I am over the age of 18, not a party to this case, and am employed at 25 Van Ness Avenue, #320, San Francisco, California, 94102. I served a copy of the attached:

Notice Of Appeal Consideration

regarding the property at **1215 29th Avenue, #Main Level, SE Bedroom** by placing a true copy in a sealed envelope with postage prepaid in the United States mail at San Francisco, California, on the date shown below, and addressed to the parties as shown below.

<u>Name</u>	<u>Property Address</u>	<u>Mailing Address</u>
Landlord Christie Barrett West		1215 29th Avenue San Francisco, CA 94122
Landlord Attorney Steven J. Cone		Di Maria & Cone 4410 El Camino Real #108 Los Altos, CA 94022
Tenant		
Current Occupant	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	1215 29th Avenue #Main Level, SE Bedroom San Francisco, CA 94122
Jen Sarkany	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	1287 48th Avenue San Francisco, CA 94122
Ramsey Nayef	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	1287 48th Avenue San Francisco, CA 94122
Tenant Attorney Mark Hooshmand and Laura Strazzo	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	Hooshmand Law Group 22 Battery Street #610 San Francisco, CA 94111

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the date shown below at San Francisco, California.

Signed: _____

Dated: 4/15/2019

Law Construed:

1 Ordinance Sections: 37.2(r); 37.3(f); 37.8(f)(1); 37.9(a)(8); 37.9B(a),(b),(c),&(e)

2 Index Code: N23

3 **RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD**

4 **CITY AND COUNTY OF SAN FRANCISCO**

5 IN RE: 1215 – 29TH AVENUE, MAIN LEVEL SE
6 BEDROOM

CASE NO. L182425
(EVICTION CASE NO. M182600)

7 CHRISTIE BARRETT WEST,

HEARING: FEBRUARY 27, 2019

8 LANDLORD PETITIONER,

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

9 and

10 RAMSEY ABOUREMELEH and JENNIFER
11 SARKANY,

12 TENANT RESPONDENTS.

13 **INTRODUCTION**

14 This case involves a Request for Rescission of Owner Move-In Eviction Notice
15 filed by the landlord on December 21, 2018, seeking rescission of the August 27, 2018
16 notice terminating tenancy for owner move-in eviction (Rent Board File No. M182600).
17

18 A hearing was held in the case on February 27, 2019, at which time the following
19 people appeared and presented relevant evidence and argument under oath: Christie
20 Barrett West, landlord petitioner; Ramsey Abouremeleh, tenant respondent; and Laura
21 Stazzo, attorney for the tenants.

22 **FINDINGS OF FACT**

23 1. The property is located at 1215 – 29th Avenue in San Francisco. The
24 landlord testified that the property is a single-family home wherein she rents out rooms
25 as separate rental units. The subject tenancy commenced in approximately March 2018.

26 2. On August 27, 2018, landlord Christie Barrett West served tenants
27 Ramsey Abouremeleh and Jennifer Sarkany with a 30-day notice of termination of
28

1 tenancy for owner move-in eviction pursuant to Ordinance Section 37.9(a)(8). A copy of
2 the OMI eviction notice was filed with the Rent Board on September 6, 2018. (Rent
3 Board File No. M182600) The notice states that the tenancy is terminated effective
4 October 1, 2018. The notice further states, in relevant part:

5 "I purchased the house in which the above described premises in
6 1982. It is currently held in the name of Landlord's son, Timothy
7 McCall West, as a matter of convenience, under a deed recorded
8 May 7, 2018. Landlord is managing and has managed this rental
9 property for her own benefit for many years and is named as
10 Landlord on the lease under which the Tenants named above hold
11 possession of the Premises and named on the mortgage."

12 3. The landlord testified that the tenants "ignored" the August 27, 2018
13 termination notice and did not vacate the subject unit on or before October 1, 2018. On
14 October 3, 2018, the landlord filed an unlawful detainer in San Francisco Superior Court
15 Case No. 663114 against tenants Ramsey Abouremeleh and Jennifer Sarkany based
16 on the August 27, 2018 termination notice for owner move-in eviction. (Tenant Exhibit A)
17 The landlord's statement filed with the rescission request states that the tenants were
18 served with the unlawful detainer complaint on October 5, 2018.

19 4. The landlord testified the tenants vacated on or around October 31, 2018
20 after paying rent for the month of October 2018.

21 5. The tenants' attorney testified that the tenants received an affordable
22 housing preference certificate through the San Francisco Displaced Tenant Housing
23 Preference Program (DTHP) on the basis that their tenancy was terminated for owner
24 move-in eviction.

25 6. On October 26, 2018, the Rent Board filed a Notice of Constraints on
26 Real Property placing rental constraints on the subject property through September 26,
27 2023 based on the August 27, 2018 OMI eviction notice.

28 7. The landlord testified that after vacating the subject unit, the tenants
brought legal claims against her, which claims are currently pending. She further
testified that the tenants previously filed a request for a civil harassment restraining

1 order against her, which the court dismissed with prejudice.

2 8. The landlord argued that the tenants did not vacate the subject unit
3 pursuant to the August 27, 2018 OMI eviction notice, as evidenced by the fact that they
4 did not vacate by October 1, 2018 as required by the notice. She further argued that
5 special circumstances exist in this case based on the fact that the tenants sued her after
6 vacating the unit and because she is having difficulty refinancing the property.

7 9. The landlord's statement filed with the rescission request states in
8 relevant part:

9 "[T]here are three grounds for my request to be allowed to rescind
10 my Notice of Owner Move-in Eviction. The first is that the reason
11 for the Tenants vacating the premises was not pursuant to the
12 Notice but so that they could file a lawsuit against me for wrongful
13 and/or constructive eviction. Secondly, if the Tenants retain the
14 rights of a tenant evicted under an Owner Move-in eviction under
15 SFRB regulation 37.9B(b)(2) and for some reason I have to move
16 out of the Premises in the next 5 years, I will be forced to offer the
17 Premises to Tenants who already bear ill malice towards me and
18 can be expected to be disruptive to myself and my other tenants if
19 they retake possession of the Premises. Finally, I am trying to
20 refinance the loan secured by the house in which the Premises
21 are located and have been informed that the Notice of Constraints
22 on Real Property recorded by the SFRB will adversely affect my
23 ability to get the current loan refinanced."

24 10. The tenants' attorney argued that the landlord's rescission request should
25 be denied because the evidence clearly shows that the landlord served the tenants with
26 a notice terminating tenancy for owner move-in eviction which was never rescinded, the
27 landlord subsequently filed and served an unlawful detainer for possession of the
28 subject unit pursuant to the termination notice, and the tenants vacated the unit after
being served with the eviction lawsuit. The tenants' attorney further argued that there is
no evidence of any special circumstances warranting rescission in this case.

CONCLUSIONS OF LAW

1. At all times relevant to this petition, the subject rental unit is within the
jurisdiction of the Rent Board. [Ordinance Section 37.2(r)]

1 2. Under Ordinance Section 37.9(a)(8), a landlord may seek to recover
2 possession of a rental unit in good faith, without ulterior reasons and with honest intent,
3 for: (1) the landlords use or occupancy as his or her principal residence for a period of at
4 least 36 continuous months, (2) or occupancy of the landlord's grandparents,
5 grandchildren, parents, children, brother or sister, or the landlord's spouse or the
6 spouses of such relations, as their principal place of residency for a period of at least 36
7 months, in the same building in which the landlord resides as his or her principal place
8 of residency, or in a building in which the landlord is simultaneously seeking possession
9 of a rental unit under 37.9(a)(8). [Ordinance Section 37.9(a)(8)(i)&(ii)]

10 3. Ordinance Section 37.9B(a) provides in relevant part:

11 "Any rental unit which a tenant vacates after receiving a notice to
12 quit based on Section 37.9(a)(8), and which is subsequently no
13 longer occupied as a principal residence by the landlord or the
14 landlord's grandparent, parent, child, grandchild, brother, sister,
15 or the landlord's spouse, or the spouses of such relations must,
16 if offered for rent during the five-year period following service of
the notice to quit under Section 37.9(a)(8), be rented in good
faith at a rent not greater than that which would have been the
rent had the tenant who had been required to vacate remained
in continuous occupancy and the rental unit remained subject to
this Chapter 37."

17 Ordinance Section 37.3(f) further provides that where a landlord has terminated
18 a tenancy pursuant to Ordinance Section 37.9(a)(8) for owner move-in eviction or
19 owner/relative move-in eviction, for the next five years from the termination, the initial
20 base rent for the subsequent tenancy shall be a rent not greater than the lawful rent in
21 effect at the time the previous tenancy was terminated, plus any annual rent increases
22 available under the Ordinance.

23 For notices to vacate served on or after January 1, 2018, any landlord who,
24 within five years of the date of service of the notice to quit, offers for rent or lease any
25 unit in which the possession was recovered pursuant to Ordinance Section 37.9(a)(8)
26 must first offer the unit for rent to the displaced tenants. [Ordinance Section 37.9B(b)(2)]
27
28

1 4. In addition to complying with the requirements of Section 37.9(a)(8), an
2 owner who endeavors to recover possession for owner move-in shall inform the tenant
3 of the information set forth in Ordinance Section 37.9B(c) in writing and file a copy of the
4 Section 37.9B(c) notice with the Rent Board within 10 days after service of the notice to
5 vacate, together with a copy of the notice to vacate, and proof of service upon the
6 tenant. [Ordinance Section 37.9B(c)]

7 5. Ordinance Section 37.9B(e) further provides that within 30 days after the
8 effective date of a written notice to vacate that is filed with the Board under Ordinance
9 Section 37.9B(c) the Board shall record a notice of constraints with the County Recorder
10 identifying each unit on the property that is the subject of the Section 37.9B(c) notice to
11 vacate, stating the nature and dates of applicable restrictions under Section 37.9(a)(8)
12 and 37.9B. In this case, the notice of constraints was recorded on October 26, 2018. If a
13 notice of constraints is recorded but the tenant does not vacate the unit, the landlord
14 may apply to the Board for a rescission of the recorded notice of constraints.

15 6. At its March 4, 2008 meeting, the Rent Board adopted the following
16 standard for granting rescissions of owner move-in eviction notices:

17 "In order for a request for rescission to be granted, the landlord
18 would have to prove that no tenant vacated (or agreed to
19 vacate) after the Ellis/OMI notice was served or show
20 extraordinary circumstances."

21 7. Based on all of the evidence, the undersigned Administrative Law Judge
22 finds that the landlord failed to prove that no tenant vacated after the August 27, 2018
23 OMI eviction notice was served, or that extraordinary circumstances exist that justify
24 rescission. The undisputed evidence established that after being served with the August
25 27, 2018 OMI eviction notice and subsequently being served with an unlawful detainer
26 complaint on October 5, 2018, the tenants vacated the unit on or around October 31,
27 2018. The landlord's argument that extraordinary circumstances exist in this case
28 because the tenants are suing her for wrongful eviction and/or because she wants to

1 refinance the property are without merit. Accordingly, the landlord's request to rescind
2 the August 27, 2018 OMI eviction notice is denied.

3 8. A landlord who has recovered possession of a unit pursuant to Ordinance
4 Section 37.9(a)(8) on or after January 1, 2018, as is the case here, must complete a
5 statement of occupancy under penalty of perjury on a form to be prepared by the Rent
6 Board that discloses whether the landlord has recovered possession of the unit. The
7 landlord shall file the statement of occupancy with the Rent Board within 90 days after
8 the date of service, and shall file an updated statement of occupancy every 90 days
9 thereafter, unless the statement of occupancy discloses that the landlord is no longer
10 endeavoring to recover possession of the unit, in which case no further statements of
11 occupancy need be filed. If the statement of occupancy discloses that the landlord has
12 already recovered possession of the unit, the landlord shall file updated statements of
13 occupancy once a year for five years, no later than 12 months, 24 months, 36 months,
14 48 months, and 60 months after the recovery of possession of the unit. Each statement
15 of occupancy filed after the landlord has recovered possession of the unit shall disclose
16 the date of recovery of possession, whether the landlord or relative for whom the tenant
17 was evicted is occupying the unit as that person's principal residence with at least two
18 forms of supporting documentation, the date such occupancy commenced (or
19 alternatively, the reasons why occupancy has not yet commenced), the rent charged for
20 the unit if any, and such other information and documentation as the Rent Board may
21 require in order to effectuate the purposes of Ordinance Section 37.9(a)(8). The Rent
22 Board shall impose an administrative penalty, as outlined in Ordinance Section
23 (a)(8)(vii), on any landlord who fails to comply with the OMI filing requirements.

24 [Ordinance Section 37.9(a)(8)(vii)]

25 **ORDER**


26 Wherefore, all the evidence having been heard and considered, it is the order of
27 this Administrative Law Judge that:

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1. The petition in Case No. L182425 is denied. The landlords' request to rescind the August 27, 2018 OMI eviction notice is denied, and the constraints on re-rental of the unit through September 26, 2023 remain in place pursuant to the Notice of Constraints recorded on October 26, 2018.

2. This Decision is final unless the Rent Board vacates the Decision following an appeal to the Board. Parties must file an appeal no later than fifteen calendar days from the date of the mailing of this Decision, *on an appeal form available from the Rent Board.* [Ordinance Section 37.8(f)(1)] If the fifteenth day falls on a weekend or legal holiday, then the parties may file their appeals on the next business day.

Dated: March 20, 2019



Peter Kearns
Administrative Law Judge



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

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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.

Proof of Service

Proof of Service page 1

CASE NO. L182425

I am over the age of 18, not a party to this case, and am employed at 25 Van Ness Avenue #320, San Francisco, California, 94102. I served a copy of the attached:

Order Denying Landlord's Request for Rescission of Owner Move-In Eviction Notice

regarding the property at **1215 29th Avenue, #Main Level, SE Bedroom** by placing a true copy in a sealed envelope with postage prepaid in the United States mail at San Francisco, California, on the date shown below, and addressed to the parties as shown below.

<u>Name</u>	<u>Property Address</u>	<u>Mailing Address</u>
Landlord Petitioner		
Christie B. West		1215 29th Avenue San Francisco, CA 94122
Landlord Attorney		
Steven J. Cone		Di Maria & Cone 4410 El Camino Real #108 Los Altos, CA 94022
Tenant Respondent		
Current Occupant	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	1215 29th Avenue #Main Level, SE Bedroom San Francisco, CA 94122
Jen Sarkany	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	1287 48th Avenue San Francisco, CA 94122
Ramsey Nayef	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	1287 48th Avenue San Francisco, CA 94122
Tenant Attorney		
Mark Hooshmand and Laura Strazzo	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	Hooshmand Law Group 22 Battery Street #610 San Francisco, CA 94111

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed on the date shown below at San Francisco, California.

Signed: _____

Dated: 3/20/2019

HOOSHMAND LAW GROUP RECEIVED

22 BATTERY ST., STE. 610
SAN FRANCISCO, CA 94111

TEL: (415) 318-5709

FAX: (415) 376-5897

2019 JAN 14 PM 3:49
S.F. RESIDENTIAL RENT
STABILIZATION AND
ARBITRATION BOARD

January 11, 2019

VIA CERTIFIED MAIL

Mr. Joey Koomas, OMI Coordinator
San Francisco Rent Board
25 Van Ness Avenue #320
San Francisco, CA 94102

**RE: Ms. West's Request to Rescind OMI Notice
1215 29th Avenue, San Francisco, CA 94122**

Dear Mr. Koomas:

Hooshmand Law Group represents Jennifer Sarkany and Ramsey Abouremeleh (the "Tenants"). The Tenants hereby object to Ms. West's request to rescind the OMI eviction notice. The Tenants vacated 1215 29th Avenue, San Francisco, CA 94122 as a result of Ms. West serving them with the notice and none of Ms. West's claimed circumstances justify the recession of the notice.

Ms. West served the Tenants with an eviction notice in August 2018 representing that she would be moving into to the Tenants unit within 30 days. Ms. West then filed an unlawful detainer lawsuit against the Tenants when they failed to vacate. Ms. West never told the tenants, before or after they vacated, that they could stay in their unit. The eviction notice was a major reason why the Tenants vacated. Furthermore, Ms. West failed to check "box a" on the basis for rescission application and so the only basis for her claim for rescission appears to be "box b" or "other circumstances."

Ms. West argues that she should be allowed to rescind her notice because 1) the tenants subsequently sued her; 2) she does not want to offer the unit back to the tenants if she decides not occupy it as required; and 3) this eviction may impact her wish to refinance the property. None of these reasons are extraordinary circumstances that justify the rescission of the owner move-in notice. Ms. West chose to do an owner-move in eviction and is now obligated to follow the requirements. The fact that the tenants subsequently sued her or that she now wants to refinance her property is irrelevant and certainly not an extraordinary circumstance. Ms. West has legal representation and should have been aware of any adverse consequences of an owner-move-in eviction. Ms. West should not be allowed to avoid the legal requirements of an owner-move in eviction simply because she's decided she no longer wishes to live in the Tenants former unit. The Tenants request that the Rent Board deny Ms. West's request for a rescission as she has not articulated any extraordinary circumstances that would justify such a request.

Tenant Pre-Hearing Submission

JAN 14 2019

Page 1 of 2

Mr. Joey Koomas, OMI Coordinator
January 11, 2019
Page 2 of 2

Sincerely,
HOOSHMAND LAW GROUP


Laura Flynn Strazzo, Esq.
Attorney for Plaintiffs

CC:

Charlene Rosack
Hartsuyker, Stratman & Williams-Abergo
505 14th Street, Suite 400
Oakland, CA 94612

Tenant Pre-Hearing Submission

JAN 14 2019

Page 2 of 2

**SUMMONS
(CITACION JUDICIAL)
UNLAWFUL DETAINER-EVICTION
(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

**RAMSEY NAYEF ABOURMELEH
JEN SARKANY**

Does 1-5

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
CHRISTIE BARRETT WEST**

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

1. The name and address of the court is:
(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA
400 McAllister St.
San Francisco, CA 94102

CASE NUMBER:
CU-18-663114

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

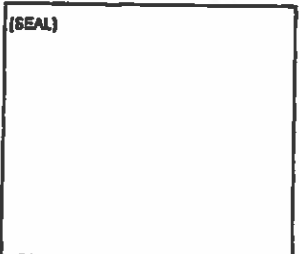
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
STEVEN J. CONE
4410 El Camino Real, Ste. 108
Los Altos, CA 94022
DI MARIA & CONE
(650) 321-4460

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400-6415) did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date: **OCT 03 2018** Clerk of the Court Clerk, by **NEYL WEBB**, Deputy (Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)) DEFENDANT EXHIBIT 1



4. NOTICE TO THE PERSON SERVED: You are served

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify): PAGE 1 OF 1
- c. as an occupant
- d. on behalf of (specify):
 - under: CCP 416.10 (corporation) CCP 416.60 (minor)
 - CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 - CCP 416.40 (association or partnership) CCP 416.80 (authorized person)
 - CCP 415.46 (occupant) other (specify):

5. by personal delivery on (date):

PLAINTIFF (Name): CHRISTIE BARRETT WEST	CASE NUMBER:
DEFENDANT (Name): RAMSEY NAYEF ABOURMELEH	

6. Unlawful detainer assistant (complete if plaintiff has received any help or advice for pay from an unlawful detainer assistant):

- a. Assistant's name:
- b. Telephone no.:
- c. Street address, city, and ZIP:

- d. County of registration:
- e. Registration no.:
- f. Registration expires on (date):

TENANT EXHIBIT 1
PAGE 2 OF 6

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
STEVEN J. CONE 083238
DI MARIA & CONE
4410 El Camino Real, Ste. 108
Los Altos, CA 94022
TELEPHONE NO: (650) 321-4460 FAX NO: (650) 321-0632
ATTORNEY FOR (Name):

FOR COURT USE ONLY

ENDORSED
FILED
San Francisco County Superior Court

OCT 03 2018
CLERK OF THE COURT
BY: NEYL WEBB
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO
STREET ADDRESS: 400 McAllister St.
MAILING ADDRESS: 400 McAllister St.
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME:

CASE NAME: West v. Abourmeleh, et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **CU-18-663114**
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|---|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) <p>Other P/IPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other P/IPD/WD (23) <p>Non-P/IPD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-P/IPD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input checked="" type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 1
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

TENANT EXHIBIT 1
PAGE 3 OF 6

Date: 10/3/2018
Steven J. Cone
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
STEVEN J. CONE 083238
DI MARIA & CONE
 4410 El Camino Real, Ste. 108
 Los Altos, CA 94022
 TELEPHONE NO.: (650) 321-4460 FAX NO. (Optional): (650) 321-0632
 E-MAIL ADDRESS (Optional): dimariacone@gmail.com

FOR COURT USE ONLY

ENDORSED FILED
 San Francisco County Superior Court

OCT 05 2018

CLERK OF THE COURT
 BY: NEYL WEBB
 Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: 400 McAllister St.
 MAILING ADDRESS: 400 McAllister St.
 CITY AND ZIP CODE: San Francisco, CA 94102
 BRANCH NAME:

PLAINTIFF: **CHRISTIE BARRETT WEST**

DEFENDANT: **RAMSEY NAYEF ABOURMELEH**
JEN SARKANY

DOES 1 TO 5

COMPLAINT AMENDED COMPLAINT (Amendment Number):

COMPLAINT - UNLAWFUL DETAINER*

CASE NUMBER: **CUD-18-663114**

Jurisdiction (check all that apply):

ACTION IS A LIMITED CIVIL CASE
 Amount demanded does not exceed \$10,000
 exceeds \$10,000 but does not exceed \$25,000

ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds \$25,000)

ACTION IS RECLASSIFIED by this amended complaint or cross-complaint (check all that apply):
 from unlawful detainer to general unlimited civil (possession not in issue) from limited to unlimited
 from unlawful detainer to general limited civil (possession not in issue) from unlimited to limited

- PLAINTIFF (name each): **CHRISTIE BARRETT WEST**
 alleges causes of action against DEFENDANT (name each):
RAMSEY NAYEF ABOURMELEH
JEN SARKANY
- a. Plaintiff is (1) an individual over the age of 18 years. (4) a partnership.
 (2) a public agency. (5) a corporation.
 (3) other (specify):
 b. Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
- Defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):
1215 29th Avenue, San Francisco, CA 94122, County of San Francisco
- Plaintiff's interest in the premises is as owner other (specify):
- The true names and capacities of defendants sued as Does are unknown to plaintiff.
- a. On or about (date): **March 1, 2018** defendant (name each):
RAMSEY NAYEF ABOURMELEH
JEN SARKANY
 (1) agreed to rent the premises as a month-to-month tenancy other tenancy (specify): **1-year**
 (2) agreed to pay rent of \$ **1,800** payable monthly other (specify frequency):
 (3) agreed to pay rent on the first of the month other day (specify):
 b. This written oral agreement was made with
 (1) plaintiff. (3) plaintiff's predecessor in interest.
 (2) plaintiff's agent. (4) other (specify):

PLAINTIFF (Name): CHRISTIE BARRETT WEST	CASE NUMBER:
DEFENDANT (Name): RAMSEY NAYEF ABOURMELEH JEN SARKANY	

6. c. The defendants not named in item 6a are
 (1) subtenants.
 (2) assignees.
 (3) other (specify):
- d. The agreement was later changed as follows (specify):
- e. A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. (Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)
- f. (For residential property) A copy of the written agreement is not attached because (specify reason):
 (1) the written agreement is not in the possession of the landlord or the landlord's employees or agents.
 (2) this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).
7. a. Defendant (name each): RAMSEY NAYEF ABOURMELEH
JEN SARKANY

was served the following notice on the same date and in the same manner:
 (1) 3-day notice to pay rent or quit
 (2) 30-day notice to quit
 (3) 60-day notice to quit
 (4) 3-day notice to perform covenants or quit
 (5) 3-day notice to quit
 (6) Other (specify):

b. (1) On (date): October 1, 2018
 (2) Defendants failed to comply with the requirements of the notice by that date.
 the period stated in the notice expired at the end of the day.

- c. All facts stated in the notice are true.
- d. The notice included an election of forfeiture.
- e. A copy of the notice is attached and labeled Exhibit 2. (Required for residential property. See Code Civ. Proc., § 1166.)
- f. One or more defendants were served (1) with a different notice, (2) on a different date, or (3) in a different manner, as stated in Attachment 8c. (Check item 8c and attach a statement providing the information required by items 7a-e and 8 for each defendant.)
8. a. The notice in item 7a was served on the defendant named in item 7a as follows:
 (1) by personally handing a copy to defendant on (date): August 28, 2018
 (2) by leaving a copy with (name or description):
 a person of suitable age and discretion, on (date):
 residence business AND mailing a copy to defendant at defendant's place of residence on
 (date):
 because defendant cannot be found at defendant's residence or usual
 place of business.
 AND giving a copy to a
 (3) by posting a copy on the premises on (date):
 person found residing at the premises AND mailing a copy to defendant at the premises on
 (date):
 AND giving a copy to a
 (a) because defendant's residence and usual place of business cannot be ascertained OR
 (b) because no person of suitable age or discretion can be found there.
 (4) (Not for 3-day notice; see Civil Code, § 1946 before using) by sending a copy by certified or registered
 mail addressed to defendant on (date):
 (5) (Not for residential tenancies; see Civil Code, § 1953 before using) in the manner specified in a written
 commercial lease between the parties.
- b. (Name): RAMSEY NAYEF ABOURMELEH
 was served on behalf of all defendants who signed a joint written rental agreement.
- c. Information about service of notice on the defendants alleged in item 7f is stated in Attachment 8c.
- d. Proof of service of the notice in item 7a is attached and labeled Exhibit 3.

TENANT EXHIBIT 1
 PAGE 5 OF 6

PLAINTIFF (Name): CHRISTIE BARRETT WEST	CASE NUMBER:
DEFENDANT (Name): RAMSEY NAYEF ABOURMELEH JEN SARKANY	

9. Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.
10. At the time the 3-day notice to pay rent or quit was served, the amount of rent due was \$
11. The fair rental value of the premises is \$ 70 per day.
12. Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to \$600 in Attachment 12.)
13. A written agreement between the parties provides for attorney fees.
14. Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): City and County San Francisco, Rent Regulation Stabilization and Arbitration Board, Rules and Regulations, effective January 1, 2018

Plaintiff has met all applicable requirements of the ordinances.

15. Other allegations are stated in Attachment 15.
16. Plaintiff accepts the jurisdictional limit, if any, of the court.

17. PLAINTIFF REQUESTS


- a. possession of the premises.
- b. costs incurred in this proceeding:
- c. past-due rent of \$
- d. reasonable attorney fees.
- e. forfeiture of the agreement.
- f. damages at the rate stated in item 11 from (date): October 1, 2018 for each day that defendants remain in possession through entry of judgment.
- g. statutory damages up to \$600 for the conduct alleged in item 12.
- h. other (specify): Breach of lease by failing to rent empty room in house for 2 months-\$2500; Refusal to provide income information to PUC for 40% reduction in water bill for house

18. Number of pages attached (specify): 19

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400-6415)

19. (Complete in all cases.) An unlawful detainer assistant did not did for compensation give advice or assistance with this form. (If plaintiff has received any help or advice for pay from an unlawful detainer assistant, state:)


- a. Assistant's name:
- b. Street address, city, and zip code:
- c. Telephone No.:
- d. County of registration:
- e. Registration No.:
- f. Expires on (date):

Date: 10/1/18 Steven J. Cone  (TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: CHRISTIE BARRETT WEST  (TYPE OR PRINT NAME) (SIGNATURE OF PLAINTIFF)

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

NOTICE OF APPEARANCE

NOTE: PLEASE PRINT CLEARLY.

CASE NUMBER

1182425

APPEAL NUMBER

(enter Appeal Number only if applicable)

In response to the Notice of Hearing from the Rent Board, I,

Ramsey Abouremelo

(print your name)

appear this

27

day of

Feb

(month)

, 201

9

(year)

for arbitration in the matter of

the housing unit(s) at

1215 29th AVE SF CA

(address)

94122

in San Francisco, CA.

I appear in this action as (PLEASE CHECK APPROPRIATE BOX):

Tenant

Owner/Landlord

Property Manager

Observer

Witness for _____

Interpreter for _____

Attorney Representative for _____

Non-Attorney Representative/Agent* for _____

* If petitioning party is not present, attach written authorization to represent petitioner, as required by Rules and Regulations §11.22.

Other (please specify) _____

I declare under penalty of perjury under the laws of the State of California that any testimony I give in this matter shall be the truth.

Ramsey Abouremelo
(Signature)

1287 48th AVE SF CA
(Mailing Address)

San Francisco CA 94122
(City, State, Zip)

415 867. 6370
(Telephone)

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

NOTICE OF APPEARANCE

NOTE: PLEASE PRINT CLEARLY.

CASE NUMBER C182425

APPEAL NUMBER _____
(enter Appeal Number only if applicable)

In response to the Notice of Hearing from the Rent Board, I, Haura Strazzo
(print your name)

appear this 27 day of February, 2019
(date) (month) (year)

the housing unit(s) at 1215 29th Ave in San Francisco, CA.
(address)

I appear in this action as (PLEASE CHECK APPROPRIATE BOX):

Tenant Owner/Landlord Property Manager Observer

Witness for _____

Interpreter for _____

Attorney Representative for tenant

Non-Attorney Representative/Agent* for _____

* If petitioning party is not present, attach written authorization to represent petitioner, as required by Rules and Regulations §11.22.

Other (please specify) _____

I declare under penalty of perjury under the laws of the State of California that any testimony I give in this matter shall be the truth.

[Signature]
(Signature)

22 Battery Street Suite 610
(Mailing Address)

San Francisco, CA
(City, State, Zip)

415 318 5709
(Telephone)

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

NOTICE OF APPEARANCE

NOTE: PLEASE PRINT CLEARLY.

CASE NUMBER L182425

APPEAL NUMBER _____
(enter Appeal Number only if applicable)

In response to the Notice of Hearing from the Rent Board, I, Christie Barnett West
(print your name)

appear this 27th day of February, 2019 for arbitration in the matter of
(date) (month) (year)

the housing unit(s) at 1215 29th Avenue in San Francisco, CA.
(address)

I appear in this action as (PLEASE CHECK APPROPRIATE BOX):

Tenant Owner/Landlord Property Manager Observer

Witness for _____

Interpreter for _____

Attorney Representative for _____

Non-Attorney Representative/Agent* for _____

* If petitioning party is not present, attach written authorization to represent petitioner, as required by Rules and Regulations §11.22.

Other (please specify) _____

I declare under penalty of perjury under the laws of the State of California that any testimony I give in this matter shall be the truth.

Christie Barnett West
(Signature)

1215 29th Ave.
(Mailing Address)

San Francisco, Ca. 94122
(City, State, Zip)

950-450-3239
(Telephone)



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

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

本項公告可能會影響您身為房東或房客的權利。
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.

Notice Of Hearing

CASE NO. L182425

A Landlord Petition has been filed with the San Francisco Residential Rent Stabilization and Arbitration Board involving the property at the following location:

**1215 29th Avenue, #Main Level, SE Bedroom
San Francisco, CA 94122**

A HEARING WILL BE HELD ON THIS PETITION ON:

Date of Hearing: 2/27/2019

Time of Hearing: 9:00 AM - 1:00 PM

(This hearing will start promptly at 9:00 AM.)

Location of Office of the Rent Board

Hearing: 25 Van Ness Ave. #320

San Francisco CA 94102

The landlord must appear personally, or by a representative who has personal knowledge of the facts and written authorization to represent the landlord at the hearing (if a non-attorney). Although the tenant's presence is not required at the hearing, the tenant should attend to raise any permissible defenses to the petition. Please be prepared to leave copies of submitted evidence for the permanent file and for the other parties involved. Each party must bring an interpreter, if one is necessary. Any party may also bring witnesses, an attorney or other representative to the hearing.

POSTPONEMENTS MAY BE GRANTED BY THE ADMINISTRATIVE LAW JUDGE ONLY FOR GOOD CAUSE AND IN THE INTEREST OF JUSTICE. SEE BOARD RULES AND REGULATIONS SECTION 11.13. REQUESTS MUST BE MADE IN WRITING AT THE EARLIEST DATE POSSIBLE. IF AN EMERGENCY ARISES WHICH PRECLUDES A WRITTEN REQUEST OR IF THERE ARE OTHER QUESTIONS, CALL THE HEARING COORDINATOR AT 252-4629.

The petition and file in this matter may be inspected during normal business hours, 8:00 - 5:00, Monday through Friday.

Copies of the Residential Rent Stabilization and Arbitration Ordinance and the Rules and Regulations are available for purchase and/or inspection at the Rent Board office and can also be found on our website at sfgov.org/rentboard.



**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>
--	---	---

Proof of Service

Proof of Service page 1

CASE NO. L182425

I am over the age of 18, not a party to this case, and am employed at 25 Van Ness Avenue #320, San Francisco, California, 94102. I served a copy of the attached:

Notice Of Hearing

regarding the property at **1215 29th Avenue, #Main Level, SE Bedroom** by placing a true copy in a sealed envelope with postage prepaid in the United States mail at San Francisco, California, on the date shown below, and addressed to the parties as shown below.

Name	Property Address	Mailing Address
Landlord Petitioner		
Christie B. West		1215 29th Avenue San Francisco, CA 94122
Landlord Attorney		
Steven J. Cone		Di Maria & Cone 4410 El Camino Real #108 Los Altos, CA 94022
Tenant Respondent		
Jen Sarkany	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	1215 29th Avenue #Main Level, SE Bedroom San Francisco, CA 94122
Ramsey Nayef	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	1215 29th Avenue #Main Level, SE Bedroom San Francisco, CA 94122
Current Occupant	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	1215 29th Avenue #Main Level, SE Bedroom San Francisco, CA 94122
Tenant Attorney		
Mark Hooshmand	1215 29th Avenue #MAIN LEVEL, SE BEDROOM San Francisco, CA 94122	Hooshmand Law Group 22 Battery Street #610 San Francisco, CA 94111

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed on the date shown below at San Francisco, California.

Signed: _____

Dated: 2/1/2019



San Francisco Residential Rent Stabilization and Arbitration Board

M182600

NOTE: Owners seeking to rescind an owner or relative move-in eviction notice filed with the Rent Board pursuant to Ordinance Section 37.9B(e) must submit this completed form to the Residential Rent Stabilization and Arbitration Board. The Board will then determine if a hearing is necessary.

2018 DEC 21 PM 3:06
Rent Board Date Stamp

REQUEST FOR RESCISSION OF OWNER MOVE-IN EVICTION NOTICE [RENT ORDINANCE SECTION 37.9B(e)]

↓ Rental Unit Information ↓

1215 Street Number of Unit 29th Avenue Street Name Main Level SE Bedroom Unit Number San Francisco, CA 94122 Zip Code

Name of Building Complex (If Applicable) Entire Building Address (lowest & highest numbers) 5 # of Units in Building

↓ Owner Information ↓

Name of Company (if applicable) Christie First Name B. Middle Initial West Last Name

Mailing Address: 1215 Street Number 29th Avenue Street Name Unit Number San Francisco City CA State 94122 Zip Code

650 Primary Phone Number 450-3234 Other Phone Number

↓ Landlord Attorney Information (if applicable) ↓

Steven First Name J. Middle Initial Cono Last Name

Mailing Address: 4410 Street Number El Camino Real #108 Street Name Unit Number Los Altos City CA State 94022 Zip Code

650-321-4460 Primary Phone Number Other Phone Number

↓ Tenant Information ↓ Please list each tenant named in the Notice of Termination. If more room is needed, attach additional sheet.

Unit #	Jon Saribany Name of Tenant	Phone Number of Tenant	08/28/2018 Date of Service of Notice to Quit
Unit #	Ramsey Abourmelah Name of Tenant	Phone Number of Tenant	08/28/2018 Date of Service of Notice to Quit
Unit #	Name of Tenant	Phone Number of Tenant	Date of Service of Notice to Quit

↓ Tenant Attorney Information (if applicable) ↓

Mark First Name Middle Initial Hooshmand Last Name

Mailing Address: 22 Street Number Battery Street Street Name #610 Unit Number San Francisco City CA State 94111 Zip Code

415 Primary Phone Number 318-5709 Other Phone Number

REQUEST FOR RESCISSION OF OWNER MOVE-IN EVICTION NOTICE
[RENT ORDINANCE SECTION 37.9B(e)]

↓Owner's Statement↓

I wish to rescind the Notice of Termination of Tenancy for owner or relative move-in that was filed with the San Francisco Rent Board on Dec 14, 2018 (date)

2018 DEC 21 PM 3:00
ARBITRATION BOARD

Basis of Rescission (one box must be checked):

a. I declare that all tenants will remain in possession of the unit after the effective date of the Notice of Termination of Tenancy, and that no tenant has agreed to vacate the unit. (Written notice to the tenant(s) stating that the owner/relative move-in eviction notice has been rescinded must be attached.)

b. Extraordinary circumstances exist to justify rescission of the owner/relative move-in eviction notice in this case. (Check the appropriate box below.)

I served a new owner/relative move-in eviction notice on the same tenant(s) for the same rental unit and it supersedes an earlier owner/relative move-in eviction notice. (Written notice to the tenant(s) stating that the earlier owner/relative move-in eviction notice has been rescinded must be attached.)

Other circumstances. (State the complete basis for your claim.)

See attached statement

↓Owner's Declaration↓

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on Dec 14, 2018 (date) in San Francisco (city), California.

Christina B. Best (print name) Christina B. Best (Owner signature)

Statement in Support of Request for Rescission of Owner Move-In Eviction Notice

I, Christie Barrett West, declare as follows:

2018 DEC 21 PM 3:06

1. I am the landlord of a single-family residence located at 1215 29th Avenue, San Francisco, CA 94122 that I have owned since 1982. I rent rooms in that residence. Two of my tenants, Ramsey Abouremeleh and Jen Sarkany (the "Tenants"), rented one of those rooms under a lease dated February 1, 2018. Their room is referred to below as "the Premises". Later in February 2018 I began temporarily occupying an illegal unit in the garage of the same house with my friend, Jose M. Ortega. I moved into that unit to effect repairs required by the storms in the winter of 2016-2017. However, I am 67 years old and have had spinal and hip surgery that limits my mobility and made continued occupancy of the illegal unit as my living space difficult and uncomfortable. By mid-summer I had decided I wanted to move out of the illegal unit and into one of the rooms upstairs. The garage unit is smaller than the Premises and has little natural light unlike the Premises. On August 27, 2018 I signed a Notice of Eviction under the Owner Move in regulations and had it served on the Tenants. I timely filed a copy of the Notice of Eviction with the San Francisco Rent Board.

2. Under the applicable regulations, the Tenants were to vacate the Premises by August 26, 2018. The Tenants made no objection concerning the eviction to the Rent Board that I know of, but neither did they vacate the Premises by that date. Consequently, on October 3, 2018 I filed an Unlawful Detainer proceeding in the San Francisco Superior Court and had it served on the Tenants on October 5, 2018. They had not paid rent for October. On Monday, October 8, 2018, my attorney informed me he had been contacted by attorney Mark Hooshmand on behalf of the Tenants. They were offering to leave the Premises by October 31, 2018, wanted the Unlawful Detainer case stayed until that date and would pay rent for the month of October. They refused to sign a waiver of all claims against me and expressly stated both parties would reserve all claims against each other. Although, the parties did not come to a formal agreement, the Tenants did pay the rent and vacated by the end of October. They never contended they were moving out because of the Notice of Eviction served on them in August.

3. For months before I served the Notice of Owner Move-in Eviction, the Tenants had conducted a campaign of harassment and intimidation, which included stalking me and making numerous complaints to the police, the Department of Building Inspection and other government agencies. With the exception of having a make a few minor repairs none of their complaints were found to have substance.

4. On August 8, 2018, the Tenants together with two other tenants in the house (together the "Tenant Group") filed a Request for Civil Harassment Restraining Orders against me, San Francisco Superior Court case CCH-18-580810. The trial court denied their request for temporary orders on the grounds the facts as stated were not sufficient support the request and set a hearing on August 31, 2018. At that hearing the court told the members of the Tenant Group that they needed to provide written declarations supporting their request for restraining orders and set a further hearing for October 1, 2018. At that hearing, the Tenant Group provided no declarations and the court dismissed their Request with prejudice.

5. On November 15, 2018, the Tenants along with the other members of the Tenant Group filed a civil case against me requesting compensatory and punitive damages, as well as attorney fees. There are many claims in the complaint that my conduct during their tenancy violated various State and San Francisco laws and regulations, disturbed their peaceful possession of the Premises, and acted in such a manner as to cause a constructive

eviction. Furthermore, they alleged that I acted with such malice and oppression that they are entitled to punitive damages. However, there is no claim that the Tenants have any rights under the San Francisco regulations governing Owner Move in Evictions.

6. Thus, there three grounds for my request to be allowed to rescind my Notice of Owner Move-in Eviction. The first is that the reason for the Tenants vacating the premises was not pursuant to the Notice but so that they could file a lawsuit against me for wrongful and/or constructive eviction. Secondly, if the Tenants retain the rights of a tenant evicted under an Owner Move-in eviction under SFRB regulation 37.9B(b)(2) and for some reason I have to move out of the Premises in the next 5 years, I will be forced to offer the Premises to Tenants who already bear ill malice towards me and can be expected to be disruptive to myself and my other tenants if they retake possession of the Premises. Finally, I am trying to refinance the loan secured by the house in which the Premises are located and have been informed that the Notice of Constraints on Real Property recorded by the SFRB will adversely affect my ability to get the current loan refinanced.

Signature on Rescission Form

**THIRTY-DAY NOTICE OF TERMINATION OF TENANCY
LANDLORD'S MOVE IN EVICTION**

To: Ramsey Nayef Abouremeleh and Jen Sarkany and all others in possession of the downstairs bedroom located in the single-family house located at 1215 29th Avenue, San Francisco, CA 94122 referred to below as "the Premises".

PLEASE TAKE NOTICE that your occupancy of the Premises under a lease executed on or about March 19, 2018 is terminated effective October 1, 2018 on the grounds that the Landlord, Christie Barrett West, seeks to recover this premises for the occupancy of the Landlord, for a period of at least 36 months under section 37.9(a)(8) of the Rent Ordinance of the City and County of San Francisco.

I purchased the house in which the above described premises in 1982. It is currently held in the name of Landlord's son, Timothy McCall West, as a matter of convenience, under a deed recorded May 7, 2018. Landlord is managing and has managed this rental property for her own benefit for many years and is named as Landlord on the lease under which the Tenants named above hold possession of the Premises and named on the mortgage.

Landlord has been temporarily occupying an illegal unit of the garage in the same building as the Premises since February 2018. The illegal unit is smaller than the Premises and was not originally designed for human occupancy.

The property on which the Premises is located has 3 other legal rooms that are rented to other tenants. In addition, Landlord has a condominium in Mountain View, California that is rented to a long-term tenant. There are no units comparable to the Premises in the same building.

The current rent for the Premises is \$1800 per month. Under section 37.9B(a) of the Rent Ordinance of the City and County of San Francisco, the current tenants have the right to re-rent the Premises at the same rent, as adjusted under that ordinance, if the Premises is offered for rent during the 5-year period after service of this notice to vacate. A copy of section 37.9B is attached to as Exhibit A and served with this Notice.

As required by law, the following forms are attached to this Notice:

Exhibit B-Notice to Tenant Required by Rent Ordinance 37.9(c).

Exhibit C- Landlord's Declaration (Rent Ordinance 37.9(a)(8)(v)).

Exhibit D- Notice of Tenant's Relocation following Owner or Relative Move-in Eviction.

Exhibit E-Relocation Benefits for Tenants form.

Exhibit F-Rights to Relocation for No-Fault Evictions (Rent Ordinance 37.9C).

RECEIVED

SEP 06 2018

S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

M182600

August 27, 2018

Page 2

WARNING: Pursuant to Rent Ordinance 37.9(i), Tenants are notified that either or both of them have 30 days from the date of service of a notice of termination of tenancy under Rent Ordinance 37.9(a)(8), within which to submit a statement, with supporting evidence, to the Landlord if either claims to be aged or disabled for purposes of as defined in that subsection and that Tenants failure to do so shall be deemed an admission that the tenant is not protected by section 37.9(i).

WARNING: Pursuant to Rent Ordinance 37.9(j), Tenants are notified that either or both of them have 30 days from the date of service of a notice of termination of tenancy under Rent Ordinance 37.9(a)(8), within which to submit a statement, with supporting evidence, to the Landlord if either claims to be an educator or that there a school age children living in the Premises as defined in that subsection and that Tenants failure to do so shall be deemed an admission that the tenant is not protected by section 37.9(i).

Dated: August 27, 2018

Christie Barrett West

Christie Barrett West,
Landlord.

EXHIBIT A

1 **Sec. 37.9B Tenant Rights In Evictions Under Section 37.9(a)(8).**

2 [Added by Ord. No. 293-98, effective November 1, 1998; amended by Ord. No.
3 57-02, effective June 2, 2002; amended by Proposition H, effective December 22,
4 2006; amended by Ord. No. 160-17, effective August 27, 2017]

4 (a) Any rental unit which a tenant vacates after receiving a notice to quit based on
5 Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by the
6 landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the landlord's
7 spouse, or the spouses of such relations must, if offered for rent during the five-year period
8 following service of the notice to quit under Section 37.9(a)(8), be rented in good faith at a rent
9 not greater than that which would have been the rent had the tenant who had been required to
10 vacate remained in continuous occupancy and the rental unit remained subject to this Chapter
11 37. If it is asserted that a rent increase could have taken place during the occupancy of the rental
12 unit by the landlord if the rental unit had been subjected to this Chapter, the landlord shall bear
13 the burden of proving that the rent could have been legally increased during that period. If it is
14 asserted that the increase is based in whole or in part upon any grounds other than that set forth
15 in Section 37.3(a)(1), the landlord must petition the Rent Board pursuant to the procedures of
16 this Chapter. Displaced tenants shall be entitled to participate in and present evidence at any
17 hearing held on such a petition. Tenants displaced pursuant to Section 37.9(a)(8) shall make all
18 reasonable efforts to keep the Rent Board apprised of their current address. The Rent Board
19 shall provide notice of any proceedings before the Rent Board to the displaced tenant at the last
20 address provided by the tenant. No increase shall be allowed on account of any expense
21 incurred in connection with the displacement of the tenant.

22 (b) (1) For notices to vacate served before January 1, 2018, any landlord who, within
23 three years of the date of service of the notice to quit, offers for rent or lease any unit in which
24 the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for rent or
25 lease to the tenants displaced in the same manner as provided for in Sections 37.9A(c) and (d).

26 (2) For notices to vacate served on or after January 1, 2018, any landlord who,
27 within five years of the date of service of the notice to quit, offers for rent or lease any unit in
28 which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for

1 rent or lease to the tenants displaced, by mailing a written offer to the address that the tenant
2 has provided to the landlord. If the tenant has not provided the landlord a mailing address, the
3 landlord shall mail the offer to the address on file with the Rent Board, and if the Rent Board
4 does not have an address on file, then to the unit from which the tenant was displaced and to
5 any other physical or electronic address of the tenant of which the landlord has actual
6 knowledge. The landlord shall file a copy of the offer with the Rent Board within 15 days of the
7 offer. The tenant shall have 30 days from receipt of the offer to notify the landlord of acceptance
8 or rejection of the offer and, if accepted, shall reoccupy the unit within 45 days of receipt of the
9 offer.

10 (c) In addition to complying with the requirements of Section 37.9(a)(8), an owner who
11 endeavors to recover possession under Section 37.9(a)(8) shall inform the tenant of the
12 following information in writing and file a copy with the Rent Board within 10 days after service of
13 the notice to vacate, together with a copy of the notice to vacate and proof of service upon the
14 tenant;

15 (1) The identity and percentage of ownership of all persons holding a full or
16 partial percentage ownership in the property;

17 (2) The dates the percentages of ownership were recorded;

18 (3) The name(s) of the landlord endeavoring to recover possession and, if
19 applicable, the names(s) and relationship of the relative(s) for whom possession is being sought
20 and a description of the current residence of the landlord or relative(s);

21 (4) A description of all residential properties owned, in whole or in part, by the
22 landlord and, if applicable, a description of all residential properties owned, in whole or in part, by
23 the landlord's grandparent, parent, child, grandchild, brother, or sister for whom possession is
24 being sought;

25 (5) The current rent for the unit and a statement that the tenant has the right to
26 re-rent the unit at the same rent, as adjusted by Section 37.9B(a) above;

27 (6) The contents of Section 37.9B, by providing a copy of same; and

28 (7) The right the tenant(s) may have to relocation costs and the amount of those

1 relocation costs.

2 (d) The landlord shall pay relocation expenses as provided in Section 37.9C.

3 (e) Within 30 days after the effective date of a written notice to vacate that is filed with
4 the Rent Board under Section 37.9B(c) the Rent Board shall record a notice of constraints with
5 the County Recorder identifying each unit on the property that is the subject of the Section
6 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under Section
7 37.9(a)(8) and 37.9B. For notices to vacate filed under Section 37.9B(c) on or after January 1,
8 2018, the Rent Board shall also send a notice to the unit that states the maximum rent for that
9 unit under Sections 37.9(a)(8) and 37.9B, and shall send an updated notice to the unit 12
10 months, 24 months, 36 months, 48 months and 60 months thereafter, or within 30 days of such
11 date. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord
12 may apply to the Rent Board for a rescission of the recorded notice of constraints. The Rent
13 Board shall not be required to send any further notices to the unit pursuant to this subsection (e)
14 if the constraints on the unit are rescinded.

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San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at www.sfrb.org.

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at www.sfmohcd.org for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sfrb.org.

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en www.sfmohcd.org para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sfrb.org.

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ www.sfmohcd.org để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco* (*San Francisco Housing Resource Guide*) tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00 (節假日除外)。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：www.sfrb.org。

您可能資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sfrb.org.

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («МОHCD»), www.sfmohcd.org, где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sfrb.org.

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa www.sfmohcd.org para sa karagdagang impormasyon tungkol sa makakuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

EXHIBIT C

DECLARATION OF LANDLORD FOR MOVE-IN EVICTION
(Rent Ordinance 37.9(a)(8)(v))

I, Christie Barrett West, declare as follows:

I am the landlord of a single-family residence located at 1215 29th Avenue, San Francisco, CA 94122. I rent rooms in that residence. Two of my tenants, Ramsey Nayef Abouremeleh and Jen Sankary (the "Tenants"), now occupy one of those rooms, under a lease executed on or about March 19, 2018. Their room is referred to below as "the Premises".

I am temporarily occupying an illegal unit in the garage of the same house, Jose M. Ortega. I moved into that unit in February 2018 to effect repairs required by the storms in the winter of 2016-2017. I am seeking to recover possession of the Premises effective October 1, 2018 in good faith, with no ulterior motive and with honest intent for the occupancy of the Landlord for a period of at least 36 months under section 37.9(a)(8) of the Rent Ordinance of the City and County of San Francisco. I am 67 years old and have had spinal and hip surgery that now limit my mobility and make continued occupancy of the illegal unit as my living space difficult and uncomfortable. The garage unit is smaller than the Premises and has little natural light unlike the Premises. I made the decision to seek to move into the Premises well-before being served by the Tenants with court papers requesting Civil Harassment restraining orders on or about August 23, 2019.

My dominant motive and honest intent in taking this action is to occupy the Premises as my residence for at least 36 months. There have been no prior owner move-in evictions with respect to the Premises or the other rooms in the house. I have not evicted any other tenants from rental units in San Francisco for any reason other than non-payment of rent in which the tenant who was evicted had resided in the unit for at least 3 years.

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

Dated: August 27, 2018

Christie Barrett West
Christie Barrett West

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S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

EXHIBIT D

EXHIBIT E



Relocation Payments for Tenants Evicted Under the Ellis Act*

Date of Service of Notice of Termination of Tenancy ("Eviction Notice")	Relocation Amount Due Per Tenant	Maximum Relocation Amount Due Per Unit	PLUS Additional Amount Due for Each Elderly (62 years or older) or Disabled Tenant
3/01/16 – 2/28/17	\$5,894.63	\$17,683.86	\$3,929.74
3/01/17 – 2/28/18	\$6,286.03	\$18,858.07	\$4,190.67
3/01/18 – 2/28/19	\$6,632.39	\$19,897.15	\$4,421.58

*See Ordinance Section 37.9A for additional relocation requirements for evictions under 37.9(a)(13) (Ellis Act).

Pagos de traslado para inquilinos desalojados según la Ley Ellis*

Fecha del servicio de entrega del aviso de desalojo	Monto de traslado correspondiente por inquilino	Monto de traslado máximo correspondiente por unidad	ADICIONAL Monto adicional correspondiente por cada persona mayor de edad (62 años o más) o inquilino discapacitado
3/01/16 – 2/28/17	\$5,894.63	\$17,683.86	\$3,929.74
3/01/17 – 2/28/18	\$6,286.03	\$18,858.07	\$4,190.67
3/01/18 – 2/28/19	\$6,632.39	\$19,897.15	\$4,421.58

*Ver la Sección 37.9A de la Ordenanza para obtener los requisitos adicionales de traslado por desalojo según 37.9(a)(13) (Ley Ellis).

《艾利斯法案》(Ellis Act) 規定的迫遷搬遷費*

送達迫遷通知的日期	每位房客應得的搬遷費金額	每個單位應得的最高搬遷費金額	外加每位老年(62歲或以上)或殘障房客應得的額外金額
3/01/16 – 2/28/17	\$5,894.63	\$17,683.86	\$3,929.74
3/01/17 – 2/28/18	\$6,286.03	\$18,858.07	\$4,190.67
3/01/18 – 2/28/19	\$6,632.39	\$19,897.15	\$4,421.58

*請參閱《租賃條例》第 37.9A 節中有關依照第 37.9(a)(13) 節(《艾利斯法案》) 迫遷的額外搬遷費要求。

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AND ARBITRATION BOARD

EXHIBIT F

1 **Sec. 37.9C Tenants Rights To Relocation For No-Fault Evictions.**

2 [Added by Proposition H, effective December 22, 2006; annotated section
3 37.9C(a)(1) to reference California Civil Code Section 1947.9, which went into
4 effect on January 1, 2013]

4 (a) Definitions.

5 (1) Covered No-Fault Eviction Notice. For purposes of this section 37.9C, a
6 Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8),
7 (10), (11), or (12). [However, effective January 1, 2013, the amount of relocation payments for
8 temporary displacement of a tenant household under Section 37.9(a)(11) for less than 20 days is
9 governed by California Civil Code Section 1947.9 and not by this Section.]

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

13 (b) Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to
14 all rights under any other provision of law, shall be entitled to receive relocation expenses from
15 the landlord, in the amounts specified in section 37.9C(e).

16 (c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord
17 shall notify all occupant(s) in the unit in writing of the right to receive payment under this section
18 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such
19 notification shall include a statement describing the additional relocation expenses available for
20 Eligible Tenants who are senior or disabled and for households with children. The landlord shall
21 file a copy of this notification with the Rent Board within 10 days after service of the notice,
22 together with a copy of the notice to vacate and proof of service upon the tenant.

23 (d) A landlord who pays relocation expenses as required by this section in conjunction
24 with a notice to quit need not pay relocation expenses with any further notices to quit based
25 upon the same just cause under Section 37.9(a) for the same unit that are served within 180
26 days of the notice that included the required relocation payment. The relocation expenses
27 contained herein are separate from any security or other refundable deposits as defined in
28 California Code Section 1950.5. Further, payment or acceptance of relocation expenses shall

1 not operate as a waiver of any rights a tenant may have under law.

2 (e) Relocation expenses shall be:

3 (1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall
4 receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit, and
5 \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord
6 be obligated under this section 37.9C(e)(1) to provide more than \$13,500 in relocation expenses
7 to all Eligible Tenants in the same unit.

8 (2) In addition, each Eligible Tenant who is 60 years of age or older or who is
9 disabled within the meaning of Section 12955.3 of the California Government Code, and each
10 household with at least one Eligible Tenant and at least one child under the age of 18 years,
11 shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid
12 within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant
13 of entitlement to the relocation payment along with supporting evidence, and \$1,500 of which
14 shall be paid when the Eligible Tenant vacates the unit. Within 30 days after notification to the
15 landlord of a claim of entitlement to additional relocation expenses because of disability, age, or
16 having children in the household, the landlord shall give written notice to the Rent Board of the
17 claim for additional relocation assistance and whether or not the landlord disputes the claim.

18 (3) Commencing March 1, 2007, these relocation expenses, including the
19 maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar, at
20 the rate of increase in the "rent of primary residence" expenditure category of the Consumer
21 Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for
22 the preceding calendar year, as that data is made available by the United States Department of
23 Labor and published by the Board.

24 (f) The provisions of this Ordinance shall apply to all notices to quit served on or after
25 August 10, 2006.

PROOF (DECLARATION) OF SERVICE OF NOTICE TO TENANT

On August 27, 2018 I served the NOTICE(s) herein to the following Tenant(s):
(Insert Date of Service of Notice)

Pammy Aboumrad
(Insert Name of Tenant)

(Insert Name of Tenant)

Gen Sarkony
(Insert Name of Tenant)

(Insert Name of Tenant)

- 3 Day Notice to Pay Rent or Quit
- 3 Day Notice to Perform Covenant or Quit
- 30 Day Notice of Termination of Tenancy
- 60 Day Notice of Termination of Tenancy
- Other: _____

The NOTICE(s) set forth above were served by:

PERSONAL DELIVERY:

I HANDED a copy of the NOTICE(s) to the following Tenant(s)

Gen Sarkony
(Insert Name of Tenant)

(Insert Name of Tenant)

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S.F. RESIDENT STABILIZATION
AND ARBITRATION BOARD

SUBSTITUTED SERVICE BY LEAVING NOTICE & MAILING:

I LEFT copies of the NOTICE(s) with a person of suitable age and discretion at the residence or usual place of business of the Tenant(s), said Tenant(s) being absent there from. Thereafter, on the same date, I also MAILED copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

(Insert Name of the Person that you left the Notice With Who Is At Least 18 years old or Give Description (Age, Sex, Height, Weight etc). If person refuses to give name)

POSTING & MAILING:

I served the NOTICE to the Tenant(s) by POSTING a copy of the NOTICE(s) in a conspicuous place on the Premises, as no person of suitable age or discretion could be found at the Premises and the business cannot be ascertained. Thereafter, on the same date, I also MAILED copies of the NOTICE(s) to the Tenant(s) by depositing a sealed envelope with First Class postage fully prepaid, in the United States Mail, addressed to the Tenant(s) at the Premises.

I declare under penalty of perjury under the laws of the State of California that that at the time of service of the NOTICE(s) I was at least EIGHTEEN (18) years of age and that foregoing is true and correct. If called as a witness to testify thereto, I could do so competently.

Executed (Signed) on August 27 at San Francisco California.
(Insert City)

Jose M. Ortega
Print Name

[Signature]
Signature (To Be Signed Only By The Person Actually Serving the Notice)

OLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Date 08/31/2018

Void after 7 years

9526612389

91-2
1221

Remitter: SANDRA L FIERRO

Pay To The Order Of: CHRISTIE WEST

Pay: ONE THOUSAND FOUR HUNDRED DOLLARS AND 00 CENTS

\$** 1,400.00 **

Drawn JPMORGAN CHASE BANK, N.A.

Ryan A. Crowley

Ryan A. Crowley, Managing Director
JPMorgan Chase Bank, N.A.
Phoenix, AZ



Do not write outside this box

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

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⑈9526612389⑈ ⑆122100024⑆ 806002234⑈

S.F. RESIDENTIAL RENT STABILIZATION
ARBITRATION BOARD

Ramsey N Abouremeleh
Jennifer P Sarkany
1044 Revere Ave
Unit C80
San Francisco, CA 94124

11-7650/321 1050

8/31/2018
DATE

PAY TO THE ORDER OF Christie West \$ 1,800.00

ROYAL

One - thousand Eight Hundred DOLLARS



SF Fire Credit Union
3201 California Street, San Francisco, CA 94118
415-674-4800

FOR September Rent at 1215 Sarkany MP
29th Ave SF, CA 94122

⑆321076506⑆ 75600050621910⑈ 1050

NINA ROBIN
584 CASTRO ST #544
SAN FRANCISCO, CA 94114

215
11-8166/3210
19

Aug 31, 2018
DATE

PAY TO THE ORDER OF Christina West \$ 1550.00

One thousand five hundred fifty dollars DOLLARS

FIRST REPUBLIC BANK
3533 California Street
San Francisco, CA 94118
Tlx (415) 831-6688 / (800) 392-1407 (24hr Cust Serv)

FOR Rent Sept 2018 MP

⑆321081669⑆ 80000595976⑈ 00215

Recording requested by:
Teuninck & DeBishoppe
6203 San Ignacio Ave., San Jose CA 95119
Santa Clara Co. LDA Reg. No 208 / Exp. 09/15/2019

San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2018-K611281-00

And when recorded, mail this deed and tax statements to:
Timothy McCall West
c/o Christie West
P.O. Box 1106
Los Gatos California 94023

Check Number 2423
Monday, MAY 07, 2018 11:13:51
Ttl Pd \$92.00 Rcpt # 0005801327
okc/KC/1-2

GRANT DEED

A.P.N. Lot 2; Block 1721

No transfer tax due: This conveyance is between parents and their children and meets all of the qualifications set forth in §63.1 of the Revenue and Taxation Code. NO MORTGAGE BALACE

Co. DOCUMENTARY TRANSFER TAX \$ 0.00
EXEMPTION (R&T CODE) § 11930
EXPLANATION: ← see aside

Signature of Declarant **Christie Barrett West**

For a valuable consideration, receipt of which is hereby acknowledged,
Christie Barrett West, individually and as Trustee of the Christie Barrett Family Trust
hereby grant(s) ALL HER UNDIVIDED INTEREST IN SUBJECT PRPERTY to
Timothy McCall West, an unmarried man

the following real property in the City of ~~Mountain View~~ ^{San Francisco}, County of ~~Santa Clara~~ ^{San Francisco}, State of California.
See attached EXHIBIT "A" as Legal Description
More commonly known as: **1215 29th Avenue, San Francisco**

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SEP 06 2018

Date: 03/27/18

Christie Barrett West
(Signature of declarant) **Christie Barrett West**
S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD

Date: 03/27/18

Christie Barrett West, Trustee
(Signature of declarant) **Christie Barrett West, Trustee of the Christie Barrett Family Trust**

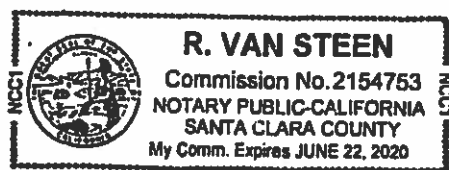
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)§

On Nov 27, 2018, before me, R. Van Steen, Notary Public, personally appeared **Christie Barret West**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary



EXGHIBIT "A"

Legal Description

Beginning at a point on the westerly line of 29th Avenue, distant thereon 75 feet, Southerly from the Southerly line of Lincoln Way, running thence Southerly along said line of 29th Avenue 40 feet; thence at a right angle Westerly 120 feet; thence at a right angle Northerly 40 feet; thence at a right angle Easterly 120 feet to the point of beginning.

A.P.N. Lot 2; Block 1721



Return Mail Operations
PO Box 14
Des Moines 50306-3411

RECEIVED

SEP 06 2018

S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

DCSF1TDTBM 019179DCSF1T00000020212708



CHRISTINE BARRETT WEST
PO BOX 1106
LOS ALTOS, CA 94023-1106



Statement 08/12/18
Loan number 0482778057
Payment due date 09/01/18
Total amount due \$2,323.27
Option 1 (Scheduled P&I) \$2,316.26
Option 2 (Minimum payment)

After 09/16/18 a late charge may apply \$89.23
Property address 938 CLARK AVE 59
MOUNTAIN VIEW, CA 94040

Customer Service

- Online wellsfargo.com Telephone* 1-866-234-8271
- Correspondence PO Box 10335 Fax 1-866-278-1179
- Des Moines IA 50306
- Payments PO Box 10454 Hours of operation Mon - Fri 6 a.m. - 10 p.m. Sat 8 a.m. - 2 p.m. CT
- Des Moines, IA 50306 Purchase or refinance \$ 1-866-867-3026

*We accept telecommunications relay service calls.

Explanation of amount due

Payment options	Scheduled P & I	Minimum payment
Principal	\$1,024.93	\$1,017.92
Interest	\$766.76	\$766.76
Escrow	\$531.58	\$531.58
Current payment	\$2,323.27	\$2,316.26
Total amount due 09/01/18	\$2,323.27	\$2,316.26

Making this payment your principal balance will

Select your option on the payment coupon below. Please see choosing your payment options on reverse side for explanation.

Account summary

Unpaid principal balance (This is not a payoff amount.) \$279,669.17
Escrow balance \$2,657.84

Account information

The interest rate on this account until 10/01/18 is 3.290%.
The maturity date on your loan is 08/35 (month/year)

Past payments breakdown

	Since last statement	Year-to-date
Total received*	\$2,299.44	\$18,341.25
Principal	\$1,010.03	\$8,169.09
Interest**	\$757.83	\$5,973.79
Escrow	\$531.58	\$4,198.37
Taxes disbursed (VTD)		\$3,189.45

*This total may include the Unapplied funds balance from the Account summary section.
**This information should not be used for tax purposes. If you have tax related questions, please consult your tax advisor.

Make Wells Fargo your first choice

Thinking of Buying A New Home or Refinancing Your Mortgage?

Stop by the Wells Fargo Home Mortgage

branch in your area or call

1-866-867-3026

Wells Fargo also offers:

-Checking, Savings, CDs, Personal Loans

1-866-932-6736

-Cash Wise Visa Card

1-800-869-3557

-Home Equity Lines of Credit

1-888-237-0186

-Auto Loans

1-877-246-1015

-Student Loans

1-888-511-7304

-International access (where available)

00-800-28832122

Choosing your payment options

This section explains the payment options listed on your billing statement.* These options provide you with flexibility in managing your monthly expenses.

15-year payment plan: Includes all interest due and enough principal to pay off your loan within a 15-year term.

Scheduled principal and interest: Reduces your loan balance.

Includes interest and principal to pay off your loan within its scheduled term.

Interest only: Pays your interest but does not reduce your loan balance. Covers only the minimum payment plus all regular monthly interest due.

Minimum payment: Covers the minimum amount due monthly.

Deferred interest: With many of our loans, when you choose to pay the minimum amount, your payment may not cover the total interest due. The unpaid portion — called deferred interest — is added to your loan balance and incurs interest at the same rate as your loan. You can avoid deferred interest by choosing the interest only, Scheduled principal and interest, or 15-year payment plan amount that may be listed on your statement. You can pay any portion of your outstanding deferred interest (shown in Account summary section on the reverse side) at any time.

*Please note: Certain options may not appear on your statement if:

- Your minimum payment is larger than the interest only option or equal to the scheduled principal and interest option.

- You have past-due payments.

Payment methods

There are multiple ways to make your payment:

- Online - You can schedule free payments online. Simply sign on to the website listed on the front of this statement and schedule your payment securely at your convenience.

- Pay by Phone - Payments can be scheduled by calling Customer Service.

- By Mail or in person - You can mail your payment or bring it into any Wells Fargo Branch at no charge. Please be sure to include your payment coupon from your statement.

Important information

Payments received after normal business hours will be credited the following business day.

If you send your payment to any other location, it may cause a processing delay. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If your mortgage check does not clear upon initial presentation, your bank may charge a fee and we may attempt to withdraw funds from your account electronically up to a maximum of three times. If we are not able to successfully collect these funds, the check amount will be reversed from your loan.

Disputing account information reported to credit bureaus

Wells Fargo Bank, N.A. may furnish information about your account to credit bureaus. You have the right to dispute the accuracy of information that we have reported by writing to us at the correspondence address noted on the front of this statement and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to identity theft, you will need to provide us with an identity theft report.

Special note for customers with New York properties

For those customers who reside in the state of New York, the debtor may file complaints about the servicer and obtain further information from the New York Banking Department by calling the Department's Consumer Help Unit at 1-800-342-3736 or by visiting the Department's website at www.dfs.ny.gov.

Notice regarding Third Party Liens

Wells Fargo will not allow the use of a loan from another lender to pay taxes. Such loans violate your mortgage agreement as they create liens on your property that may take priority over the mortgage lien.

Notice regarding Property Tax Deferrals

Wells Fargo is not able to accept Property Tax Deferrals in all states, based on the terms of the deferral program. Please contact us to confirm if the tax deferral offered in your state is an approved program.

Servicemembers Civil Relief Act - The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If either you have been called to active duty, or you are the spouse, registered domestic partner, partner in a civil union, or financial dependent of a person who has been called to active duty, and you have not yet made us aware of your status, please contact our Military Customer Service Center at 1-800-642-0257 or fax your Active Duty Orders to 1-877-658-4585, attention SCRA.

Important bankruptcy notice

If you are presently seeking relief (or have previously been granted relief) under the United States Bankruptcy Code, this statement is being sent to you for informational purposes only. It is provided to you as a courtesy should you voluntarily decide to make payments on your account. Notwithstanding any language contained in this statement, we want to assure you that we:

- Are not providing this information to you in an attempt to collect a debt from you or in any way violate any provision of the United States Bankruptcy Code;

- Will not seek collection of any amount due on your account.



039022



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

Action Log

***Eviction Notice # M142700
1215 29th Avenue***

Date	Action	By
1/11/19	File copied pursuant to subpoena duces tecum from Mark Hooshmand, Hooshmand Law Group	Cathy Helton

THREE-DAY NOTICE TO PERFORM COVENANT OR QUIT

TO: Curtis Cochran, Josh Hewlin, Kevin Raskin, Alana Van, Steve Van, and DOES TO 10
("Tenants") and all other occupants in possession of:
1215 29th Ave, San Francisco, CA 94122 ("Subject Premises")

RECEIVED
2014 DEC 15 PM 3:44
S.F. SUPERIOR COURT
CLERK OF SUPERIOR COURT
COUNTY OF SAN FRANCISCO

NOTICE is hereby given that under the terms of the tenancy between Christie West ("Landlord") and you by which you hold possession of the Subject Premises that you have failed to perform a covenant of the oral lease: You have refused the landlord access to the unit to perform needed repair and inspection.

On December 8, 2014, Landlord gave legal notice of intent to enter the premises on December 10, 2014 to perform needed repairs and inspection. On December 10, 2014, Landlord was denied access to the premises.

WITHIN THREE (3) DAYS after service on you of this Notice, you are hereby required to:

1. Perform or otherwise comply with the term of the oral lease agreement by allowing Landlord access to the premises to perform needed repairs or inspection: or
2. Quit and deliver up the Subject Premises to the Landlord.

YOU ARE FURTHER NOTIFIED that the Landlord has elected to, and hereby does, declare the Lease under which you hold the premises to be forfeited and terminated effective on the third (3rd) day following service of this Notice in the event that you fail to perform as herein required. The Landlord has consented to the service of this Notice upon you.

If you fail, either to perform or to surrender up possession of the premises, within three (3) days, the Landlord will institute legal proceedings against you to recover possession of the premises, to declare the lease forfeited, to recover damages for the termination of the Lease, and to recover damages for the unlawful detention of the premises.

WITHIN THREE (3) DAYS after service on you of this Notice, you are hereby required to either cure or quit the premises, by either performing or otherwise complying with the above covenant of the oral lease agreement, or quitting and delivering up the Subject Premises to the Landlord, including all common areas, parking and storage privileges associated with the Subject Premises. For any tenant surrendering possession, you must deliver the keys to the Subject Premises to the Landlord c/o BRADSHAW & ASSOCIATES, P.C. located at One Sansome Street, Thirty-Fourth Floor, San Francisco, CA 94104. (415) 433-4800, between the hours of 9 a.m. to 5 p.m., Monday through Friday, and which is authorized to receive same.

IF YOU FAIL to cure the breach of the above covenant or surrender up possession of the premises within three (3) days, the Landlord will institute legal proceedings against you to

recover possession of the premises, to declare the lease forfeited, to recover damages for the termination of the Lease, and to recover damages for the unlawful detention of the premises, including court costs and attorney's fees, as provided by law.

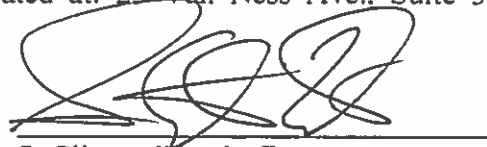
LESSOR and this notice comply with the San Francisco Residential Rent Stabilization and Arbitration Ordinance § 37.9(a)(6), enacted in 1979 and amended thereafter, which states that:

“A landlord shall not endeavor to recover possession of a rental unit unless... [T]he tenant has, after written notice to cease, refused the landlord access to the rental unit as required by state or local law.” This notice complies with the terms of the lease by which you hold possession of the premises and all law applicable thereto.

ADVICE regarding this notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board which is located at: 25 Van Ness Ave., Suite 320, San Francisco, CA 94102, (415) 252-4600.

Date: December 12, 2014

By:



S. Clinton Woods, Esq.
Attorney for Landlord
Bradshaw & Associates, P.C.
One Sansome Street, 34th Floor
San Francisco, CA 94104
(415) 433-4800

cc: San Francisco Rent Board



EXHIBIT F – BUILDING PERMIT APPLICATION RECORDS

EXHIBIT F
Conditional Use Authorization
Case Number 2020-010729CUA
1215 29th Avenue

APPROVED
Dept. of Building Insp.

FEB 15 2005

DIRECTOR
DEPT OF BUILDING INSPECTION

APPROVED FOR ISSUANCE

FEB 15 2005

BLDG. FORM 318
APPLICATION NUMBER
20050215/5502

OSHA APPROVAL REC'D
APPROVAL NUMBER:

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

FORM 3 OTHER AGENCIES REVIEW REQUIRED

FORM 8 OVER-THE COUNTER ISSUANCE

2 NUMBER OF PLAN SETS

PLNS
FREE

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HERewith AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH.

DATE FILED 2/15/05	FILING FEE RECEIPT NO.	(1) STREET ADDRESS OF JOB 1215 29TH AVE. S.F. CA 94122	BLOCK & LOT 1721/002
PERMIT NO. 1048076	ISSUED 2-15-2005	(2A) ESTIMATED COST OF JOB \$600000	(2B) REVISED COST. 61000
		BY: <i>JY</i>	DATE: 2/15/05

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR. ✓-N	(5A) NO. OF STORIES OF OCCUPANCY: 2	(6A) NO. OF BASEMENTS AND CELLARS: 0	(7A) PRESENT USE: SFD	(8A) OCCUP. CLASS R-3	(9A) NO. OF DWELLING UNITS: 1
DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION					
(4) TYPE OF CONSTR. ✓-N	(5) NO. OF STORIES OF OCCUPANCY: 2	(6) NO. OF BASEMENTS AND CELLARS: 0	(7) PROPOSED USE (LEGAL USE) SFD	(8) OCCUP. CLASS R-3	(9) NO. OF DWELLING UNITS: 1

(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? NO	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION? NO	(12) ELECTRICAL WORK TO BE PERFORMED? NO	(13) PLUMBING WORK TO BE PERFORMED? NO
---	---	---	---

(14) GENERAL CONTRACTOR BY OWNER	ADDRESS	ZIP	PHONE	CALIF. LIC. NO.	EXPIRATION DATE
-------------------------------------	---------	-----	-------	-----------------	-----------------

(14) OWNER - LESSEE (CROSS OUT ONE) CHRISTIE WEST	ADDRESS SAME	ZIP	BTRC#	PHONE (FOR CONTACT BY DEPT.) (650) 923-3025
--	-----------------	-----	-------	--

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)
REMOVE TWO ILLEGAL UNITS ON EXISTING GROUND FLOOR.
CONVERT ALL ROOMS TO STORAGE USE ONLY TO RESPOND COMPLAINT NO. 199923320 PER GROUND FLOOR PLAN

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING? NO	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT FT. N/A	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING? NO	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA SQ. FT.
(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED? NO	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE? NO	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN) NO	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? NO

(25) ARCHITECT OR ENGINEER (DESIGN <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> N/A	ADDRESS	CALIF. CERTIFICATE NO.
--	---------	------------------------

(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY, IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN")
N/A

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction, to be closer than 6' to any wire containing more than 750 volts See Sec 385, California Penal Code.

Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown revised drawings showing correct grade lines, cuts and fills together with complete details of retaining walls and wall footings required must be submitted to this department for approval.

ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED.

BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS (10) (11) (12) (13) (22) OR (24).

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

CHECK APPROPRIATE BOX

OWNER ARCHITECT
 LESSEE AGENT
 CONTRACTOR ENGINEER

APPLICANT'S CERTIFICATION

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERETO WILL BE COMPLIED WITH.

9003-03 (REV. 1/02)

NOTICE TO APPLICANT

HOLD HARMLESS CLAUSE. The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claim, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have coverage under (I), or (II) designated below or shall indicate item (III), or (IV), or (V), whichever is applicable. If however item (V) is checked item (IV) must be checked as well. Mark the appropriate method of compliance below.

I hereby affirm under penalty of perjury one of the following declarations:

- () I. I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- () II. I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:
Carrier _____
Policy Number _____

() III. The cost of the work to be done is \$100 or less.

(X) IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the workers' compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.

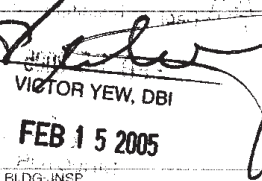
(X) V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the workers' compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

Signature of Applicant or Agent: *Christie West* Date: 2/15/05

ORIGINAL

CONDITIONS AND STIPULATIONS

Contact the district building inspector at the start of work call
 558-8000 for plumbing inspection scheduling call 558-6000
 6000 for electrical inspector, scheduling call 558-6000
 This application is approved without site inspection detailed
 plumbing or electrical plan review and does not constitute an
 approval of the building. Work authorized must be done in
 strict accordance with all applicable codes. Any alterations to
 the plans must require appropriate separate permits.

By 
 VICTOR YEW, DBI
 FEB 15 2005

DATE: 2/14/05
 REASON: OK TO proceed
 To comply with
 N.O. A. Griggs
 NOTIFIED MR.

APPROVED: *OK per application and plans to correct
 Nov 1999/23520 by remaining 2 illegal units @ ground floor and
 convert room to storage. No other work.*
 DEPARTMENT OF CITY PLANNING *Klein B. B. B.*

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

APPROVED: **FOR SINGLE FAMILY USE ONLY**
 BUREAU OF FIRE PREVENTION & PUBLIC SAFETY

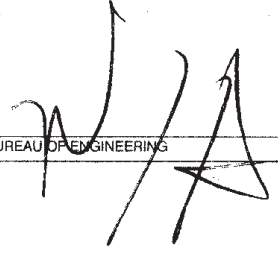
DATE: _____
 REASON: _____
 NOTIFIED MR. _____

APPROVED: _____
 MECHANICAL ENGINEER, DEPT OF BLDG. INSPECTION

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

APPROVED: _____
 CIVIL ENGINEER, DEPT. OF BLDG INSPECTION

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

APPROVED: 
 BUREAU OF ENGINEERING

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

APPROVED: _____
 DEPARTMENT OF PUBLIC HEALTH

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

APPROVED: _____
 REDEVELOPMENT AGENCY

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

APPROVED: _____
 HOUSING INSPECTION DIVISION

DATE: _____
 REASON: _____
 NOTIFIED MR. _____

HOLD SECTION - NOTE DATES AND NAMES OF ALL PERSONS NOTIFIED DURING PROCESSING

I agree to comply with all conditions or stipulations of the various bureaus or department noted on this application, and attached statements of conditions or stipulations, which are hereby made a part of this application.

Number of attachments

OWNERS AUTHORIZED AGENT _____



NOTICE OF VIOLATION
of the San Francisco Municipal Codes Regarding Unsafe,
Substandard or Noncomplying Structure or Land or Occupancy

192

DEPARTMENT OF BUILDING INSPECTION NOTICE: 1

City and County of San Francisco
1660 Mission St. San Francisco, CA 94103

NUMBER: 199923320
DATE: 27-JUL-99

ADDRESS: 1215 29TH AV

OCCUPANCY/USE: ()

BLOCK: 1721 LOT: 002

If checked, this information is based upon site-observation only. Further research may indicate that legal use is different. If so, a revised Notice of Violation is issued.

OWNER/AGENT: WEST CHRISTIE B
MAILING: WEST CHRISTIE B
ADDRESS: 300 ALMOND AVE
LOS ALTOS CA

PHONE #: 650-941-3338

94022

PERSON CONTACTED @ SITE:

PHONE #: --

VIOLATION DESCRIPTION:

	CODE/SECTION//
<input checked="" type="checkbox"/> WORK WITHOUT PERMIT	106.1.1
<input type="checkbox"/> ADDITIONAL WORK-PERMIT REQUIRED	106.4.7
<input type="checkbox"/> EXPIRED OR CANCELLED PERMIT PA#:	106.4.4
<input type="checkbox"/> UNSAFE BUILDING SEE ATTACHMENTS	102.1

THIS IS TYPE 5N, TWO STORY BUILDING. THE LEGAL USE OF THE BUILDING IS SINGLE FAMILY DWELLING. PERM RESEARCH FAILED TO PRODUCE EVIDENCE TO SHOW THAT NO VALID PERMITS WERE ISSUED TO ADD THIS 2ND DWELLING UNIT AT GROUND FLOOR BEHIND THE GARAGE. PRESENTLY, THIS DWELLING UNIT EXISTS A LIVING/SLEEPING ROOM, KITCHEN AND A FULL BATHROOM.

THE FOLLOWING LIFE HAZARDS WERE FOUND IN THE GROUND FLOOR DWELLING UNIT AT THE TIME OF INSPECTION:

- INADEQUATE CEILING HEIGHT IN THE HABITABLE AREA. SEC. 503(a) SFHC.
- LACK OF REQUIRED HEATING IN THE HABITABLE AREA. SEC. 701(a) SFHC.
- LACK OF EMERGENCY ESCAPE/RESCUE WINDOW AT THE SLEEPING AREA. 801(a) SFHC.
- LACK OF APPROVED TYPE OF SMOKE DETECTOR. SEC. 911(a) SFHC.
- THERE IS NO 1 HOUR SEPARATION BETWEEN THE DWELLING UNIT AND THE GARAGE. SEC. 601 SFHC.
- THERE IS UNAPPROVED ELECTRICAL WIRING AND UNAPPROVED PLUMBING INSTALLATION. SEC. 1001(a),(f) SFHC

CORRECTIVE ACTION:

STOP ALL WORK SFBC 104.2.4

415-558-6533

- FILE BUILDING PERMIT WITHIN 0 DAYS (WITH PLANS) A copy of This Notice Must Accompany the Permit Application
- OBTAIN PERMIT WITHIN DAYS AND COMPLETE ALL WORK WITHIN DAYS, INCLUDING FINAL INSPECTION AND SIGNOFF.
- CORRECT VIOLATIONS WITHIN DAYS. NO PERMIT REQUIRED

YOU FAILED TO COMPLY WITH THE NOTICE(S) DATED 27-JUL-99, THEREFORE THIS DEPT. HAS INITIATED ABATEMENT PROCEEDINGS.

• FAILURE TO COMPLY WITH THIS NOTICE WILL CAUSE ABATEMENT PROCEEDINGS TO BEGIN.
SEE ATTACHMENT FOR ADDITIONAL WARNINGS.

APPLY FOR NECESSARY PERMITS (BUILDING, ELECTRICAL & PLUMBING), INCLUDING TWO SETS OF PLANS, TO EITHER LEGALIZE OR DISMANTLE THE DWELLING UNIT AT THE GROUND FLOOR BEHIND THE GARAGE. SHOW EXISTING FLOOR PLANS FOR ENTIRE BUILDING.

PICK UP THE PERMIT WITHIN TEN (10) DAYS OF NOTIFICATION OF APPROVAL AND COMPLETE ALL WORK WITHIN SIXTY (60) DAYS OF THE PERMIT BEING ISSUED.
INVESTIGATION FEE OR OTHER FEE WILL APPLY



DEPARTMENT OF BUILDING INSPECTION

City & County of San Francisco

1660 Mission Street, San Francisco, California 94103-2414

CENTRAL PERMIT BUREAU

1660 MISSION STREET

SAN FRANCISCO, CA 94103

Appl. # _____

Address 1215 29th Ave
S.F. Ca. 94122

LICENSED CONTRACTOR'S STATEMENT

Licensed Contractor's Declaration

Pursuant to the Business and Professions Code Sec. 7031.5, I hereby affirm under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Sec. 7000) of Division 3 of the Business and Professions Code, and that my license is in full force and effect.

License Number _____

License Class _____

Expiration Date _____

Contractor _____

PRINT

SIGNATURE

Owner-Builder Declaration

I hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law, Business and Professions Code (Sec. 7031.5). (Mark the appropriate box below).

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044). I further acknowledge that I understand and agree that in the event that any work is commenced contrary to the representations contained herein, that the Permit herein applied for shall be deemed suspended.

I, as owner of the property, am exclusively contracting with licensed contractors to construct this project (Sec. 7044). I certify that at the time such contractors are selected, I will have them file a copy of this form (Licensed Contractor's Declaration) prior to the commencement of any work. I further acknowledge that I understand and agree that, in the event that said contractors fail to file a copy of the Declaration with the Central Permit Bureau, that the Permit herein applied for shall be deemed suspended.

I am exempt under Business and Professions Code Sec. _____

Reason _____

Architect (PRINT) _____

Date _____ Agent (PRINT) _____

Owner (PRINT) CHRISTIE WEST

(SIGNATURE) Christie West

NOTICE: "Any violation of the Bus. & Prof. Code Sec. 7031.5 by any permit applicant shall be subject to a civil penalty of not more than five hundred dollars (\$500)." Bus. & Prof. Code Sec. 7031.5. Revised 09/05/01



DEPARTMENT OF BUILDING INSPECTION

City & County of San Francisco
1660 Mission Street, San Francisco, California 94103-2414

DATE:

PERMIT APPLICANT AND AUTHORIZED AGENT
DISCLOSURE AND CERTIFICATION

- New
Amended

Permit Application No.: Job Address: 1215 29th Ave S.F.

This form must be completed in its entirety in connection with an application for a building permit (Forms 1/2, 3/8, 4/7, 5 and 6). The form must be amended for all new information or change in information for duration of project. Please be advised that the Department does not regulate permit expeditors/consultants or afford them preferential treatment.

A. Permit Applicant Information

I hereby certify that for the purpose of filing an application for a building or other permit with the Central Permit Bureau, or completion of any form related to the San Francisco Building Code, or to City and County ordinances and regulations, or to state laws and codes, I am the owner, the lessee or the agent of the owner/lessee and am authorized to sign all documents connected with this application or permit.

I declare under penalty of perjury that the foregoing is true and correct. I am the permit applicant and I am

Check box(s):

- The owner (B) The lessee (C)
The authorized agent. Check entity(s):
Architect (D) Engineer (D)
Contractor (E) Attorney (F)
Permit Consultant/Expediter (G)
Other (H)

Print Applicant Name CHRISTIE WEST
Sign Name [Signature]

B. Owner Information

Name CHRISTIE WEST
Phone (650) 823-3025
Address 1215 29th Ave S.F. Ca 94122
City State Zip

C. Lessee Information

Name
Phone
Address
City State Zip

D. Architect / Engineer Information

- None List all Architect(s)/Engineer(s) on project:

1. Name
Architect Engineer
Phone No.
Firm Name
License #
Expiration Date
Firm Address
City State Zip

2. Name
Architect Engineer
Phone No.
Firm Name
License #
Expiration Date
Firm Address
City State Zip

3. Name
Architect Engineer
Phone No.
Firm Name
License #
Expiration Date
Firm Address
City State Zip

E. General Contractor Information

Note: Complete separate licensed contractor's statement also.

Name
Phone
Firm Name
License #
Expiration Date
Firm address
City State Zip

- Contractor not yet selected. If this box is checked, submit an amended form when known.
Owner - Builder. If this box is checked, submit owner-builder declaration form.

F. Attorney Information

Name
Phone
Firm Name
Firm Address
City State Zip

G. Permit Consultant / Expediter

Name
Phone
Firm Name
Firm Address
City State Zip

H. Authorized Agent - Others

Name Derek Young
Phone (650) 553-9880
Firm Name Mortgage Connection
Firm Address 1425 Huntington Ave.
City S.F. Ca. State Zip

Please describe your relationship with the owner

Agent



EXHIBIT G – ENFORCEMENT RECORDS

EXHIBIT G
Conditional Use Authorization
Case Number 2020-010729CUA
1215 29th Avenue



SAN FRANCISCO PLANNING DEPARTMENT

NOTICE OF COMPLAINT

February 14, 2019

Property Owner

Christie Barrett West Family Trus
West Timothy McAll
Thomas William
4410 El Camino Real Ste 108
Los Altos, CA 94022

Site Address: 1215 29th Ave
Block/Lot: 1721/ 002
Zoning District: RH-1(D), Residential- House, One Family- Detached
Complaint Number: 2018-008429ENF
Staff Contact: Tina Tam, tina.tam@sfgov.org

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

You are receiving this courtesy notice because the Planning Department has received a complaint alleging that one or more violations of the Planning Code exist on the above-referenced property. As the property owner you are a responsible party.

A complaint has been filed that an Unauthorized Unit exists on your property. Pursuant to Section 317, an Unauthorized Unit is defined as one or more rooms within a building that have been used, without the benefit of a building permit, as a separate and distinct living or sleeping space independent from Residential Units on the same property. "Independent" shall mean that (i) the space has independent access that does not require entering a Residential Unit on the property and (ii) there is no open, visual connection to a Residential Unit on the property.

The Planning Department requires compliance with the Planning Code in the development and use of land and structures. Any new building permits or other applications are not issued until a violation is corrected. Penalties may also be assessed for verified violations. Therefore, your prompt action to resolve the complaint is important.

If you do not believe an Unauthorized Unit exists on the property and you wish to verify the existence of an Unauthorized Unit, please submit the Unauthorized Unit Screening Form and accompanying required documents according to the instructions on the form: http://forms.sfplanning.org/UnauthorizedDU_Form.pdf.

Please send the completed screening form to cpc.udu@sfgov.org and a staff member will assist you accordingly.

www.sfplanning.org



SAN FRANCISCO PLANNING DEPARTMENT

NOTICE OF ENFORCEMENT

July 19, 2019

Property Owners

Christie Barrett West Family Trust
Timothy McCall West
William Thomas
4410 El Camino Real, Suite 108
Los Altos, CA 94022

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Site Address: 1215 29th Ave
Assessor's Block/Lot: 1721/002
Zoning District: RH-1(D), Residential – House, Single Family – Detached
Complaint Number: 2018-008429ENF
Code Violation: Sec. 171, Requirement for Compliance.
Sec. 317(b)(13), Definition of Unauthorized Unit.
Administrative Penalty: Up to \$250 per day for each day the property remains in violation.
Response Due: Within 15 days from the date of this notice.
Staff Contact: Vincent W. Page II: (415) 575-9115, vincent.w.page.ii@sfgov.org.

The Planning Department has received a complaint that a Planning Code violation exists on the above referenced property that needs to be resolved. As the owner of the subject property, you are a responsible party. The purpose of this notice is to inform you about the Planning Department's code enforcement process in order that you be able to take the actions necessary for bringing your property into compliance with the Planning Code. Details of the violation are discussed below:

DESCRIPTION OF VIOLATION

It has been alleged that there is an Unauthorized Unit on the subject property. Pursuant to Planning Code Section 317(b)(13), an Unauthorized Unit is defined as "one or more rooms within a building that have been used, without the benefit of a building permit, as a separate and distinct living or sleeping space independent from residential units on the same property." Our records indicate that there exists such a unit on the subject property. It has also been alleged and that there has been work done on the subject property without the benefit of a building permit.

On February 14, 2019, the Planning Department sent you a Notice of Complaint. You did not contact the Planning Department to respond to this notice.

www.sfplanning.org

Pursuant to Planning Code Section 171, structures and land in any zoning district shall be used only for the purposes listed in the Planning Code as permitted in that district, and in accordance with the regulations established for that district. Further, pursuant to Planning Code Section 174, every condition, stipulation, special restriction, and other limitation under the Planning Code shall be complied with in the development and use of land and structures. Failure to comply with any Planning Code provision constitutes a violation of the Planning Code and is subject to an enforcement process, pursuant to Planning Code Section 176.

HOW TO CORRECT THE VIOLATION

If you believe that the complaint, dated February 14, 2019, was made in error, or if you have already taken the necessary corrective actions to abate it, you will need to provide sufficient evidence. Evidence sufficient to demonstrate compliance may include—but is not limited to—dimensioned plans and photographs. A site visit may also be required to verify compliance. Otherwise, the Planning Department requires that you immediately proceed to abate the violation by filing a permit application with the Department of Building Inspection to either (1) legalize work that was done without the benefit of a permit, or (2) legalize the removal of such unpermitted work.

Please be advised that if the Planning Department were to find an Unauthorized Unit on the subject property as defined by Planning Code Section 317(b)(13), and if the responsible party were to be unwilling to legalize it, a Conditional Use authorization would then be required for the unit's removal, pursuant to Planning Code Section 317(c)(1). However, if with your permit application you were to seek legalization of unpermitted work by creating a new residential unit, there are several programs available to do so. These programs are discussed below, along with a list of what would be required for an Unauthorized Unit's removal.

I. Unit Legalization Program

The Unit Legalization Program applies only to those properties for which the Planning Department has confirmed the existence of an Unauthorized Unit, pursuant to Planning Code Section 317(b)(13), and requires the submittal of a building permit application. The program has some benefits, like reduced permit fees and waivers from several areas of the Planning Code, and is facilitated by the Department of Building Inspection. For more information, you may visit Counter No. 8 on the 1st floor of 1660 Mission Street, or call (415) 558-6117. You may also visit Counter No. 38 the 5th floor of the same building, or send an e-mail to cpc.adu@sfgov.org.

II. Accessory Dwelling Unit Program

The Accessory Dwelling Unit Program is applicable to most properties in the City, and requires the submittal of a building permit application. For more information, you may visit Counter No. 38 the 5th floor of 1660 Mission Street, or send an e-mail to cpc.adu@sfgov.org. Further information is available online at sfplanning.org/accessory-dwelling-units.

III. Legalizing Under Allowable Density

Some properties have fewer dwelling units than the maximum permitted in their respective zoning districts. Owners of such properties may legalize an Unauthorized Unit by adding it under the density allowed by the zoning district, and a permit application is required to do so. For more information, please visit the Planning Information Counter located on the first floor of 1660 Mission Street, or send an e-mail to pic@sfgov.org.

IV. Removing the Unauthorized Unit

Pursuant to Planning Code Section 317(c)(1), a Conditional Use authorization is required for the removal of an Unauthorized Unit. Conditional Use authorizations require a hearing before the Planning Commission, where justification for the Unit's removal will be required. Please be advised that should the Planning Commission not approve the removal of the Unauthorized Unit, you would then be required to legalize the unit, following one of the legalization routes listed above. The following must be submitted to obtain a Conditional Use authorization:

1. **Project Application.** This form must be submitted for any work requiring Planning Department review, and is available from sfplanning.org/resources.
2. **Conditional Use Authorization Application.** This supplemental form is required for a complete application and is available from sfplanning.org/resources. Please be advised that the completion and submission of this form do not guarantee that the authorization requested will be issued.
3. **Building Permit Application.** If you obtain the Conditional Use authorization to remove the unit, a permit application will be required to legalize the removal of any work that was done illegally.

All permit applications are obtained from the Department of Building Inspection, located at 1660 Mission Street. For any such permit application's submittal, you must meet with a planner at the Planning Information Center's counter, in the same building. In the application's scope of work, be sure to include that the permit "Complies with Code Enforcement Case No. 2018-008429ENF."

PENALTIES AND APPEAL RIGHTS

Failure to respond to this notice by abating the violation or demonstrating compliance with the Planning Code **within fifteen (15) days from the date of this notice** will result in issuance of a **Notice of Violation** by the Zoning Administrator. Administrative penalties of up to **\$250 per day** will also be assessed to the responsible party for each day the violation continues unabated thereafter excluding the appeal period. The Notice of Violation provides appeal processes noted below.

1. **Request for Zoning Administrator Hearing.** The Zoning Administrator's decision is appealable to the Board of Appeals.
2. **Appeal of the Notice of Violation to the Board of Appeals.** The Board of Appeals may not reduce the amount of penalty below \$100 per day for each day the violation exists, excluding the period of time the matter has been pending either before the Zoning Administrator or before the Board of Appeals.

ENFORCEMENT TIME AND MATERIALS FEE

Pursuant to Planning Code Section 350(g)(1), the Planning Department shall charge for 'Time and Materials' to recover the cost of correcting Planning Code violations and violations of Planning Commission and Planning Department's Conditions of Approval. Accordingly, the responsible party may be subject to an amount of **\$1,395.00** plus any additional accrued time and materials cost for Code Enforcement investigation and abatement of violation. This fee is separate from the administrative penalties described above and is not appealable.

OTHER APPLICATIONS UNDER CONSIDERATION

The Planning Department requires that any pending violations be resolved prior to the approval and issuance of any new applications that you may wish to pursue in the future. Therefore, any applications not related to abatement of the violation on the subject property will be placed on hold until the violation is corrected. We want to assist you in ensuring that the subject property is in full compliance with the Planning Code. You may contact the enforcement planner as noted above for any questions or if you wish to review the enforcement file related to the above matter.

cc: Timothy McCall West
P.O. Box 1106
Los Gatos, CA 95031

Timothy McCall West
4410 El Camino Real, Suite 108
Los Altos, CA 94022



SAN FRANCISCO PLANNING DEPARTMENT

NOTICE OF VIOLATION

September 3, 2019

Property Owner

Timothy McCall West, Trustee
P.O. Box 1106
Los Gatos, Ca 95031

Site Address: 1215 29th Avenue
Assessor's Block/Lot: 1721/002
Zoning District: RH-1(D), Residential, House, Single-Family, Detached
Complaint Number: 2018-008429ENF
Code Violation: Section 171 and Section 317(b)(13), Illegal Construction and Unauthorized Dwelling Unit
Administrative Penalty: \$250 per day for each day the property remains in violation
Response Due: Within 15 days from the date of this notice
Staff Contact: Vincent W. Page II: (415) 575-9115, vincent.w.page.ii@sfgov.org

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

The Planning Department has determined that the above referenced property is in violation of the Planning Code. As the owner of the subject property, you are the party responsible to bring the above property into compliance with the Planning Code. Details of the violation are discussed below:

DESCRIPTION OF VIOLATION

The violation pertains to physical alterations on the subject property that were done without the benefit of a building permit, and/or that were not approved by the Planning Department. The violation also pertains to the Unauthorized Unit on the subject property. Pursuant to Planning Code Section 317(b)(13), an Unauthorized Unit is defined as "one or more rooms within a building that have been used, without the benefit of a building permit, as a separate and distinct living or sleeping space independent from residential units on the same property." Our records indicate that there exists such a unit on the subject property.

Pursuant to Planning Code Section 171, structures and land in any zoning district shall be used only for the purposes listed in the Planning Code as permitted in that district, and in accordance with the regulations established for that district. Further, pursuant to Planning Code Section 174, every condition, stipulation, special restriction, and other limitation under the Planning Code shall be complied with in the development and use of land and structures. Failure to comply with any Planning

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Code provision constitutes a violation of the Planning Code and is subject to an enforcement process, pursuant to Planning Code Section 176.

TIMELINE OF INVESTIGATION

On February 14, 2019, the Planning Department sent you a Notice of Complaint. In that notice, you were advised to contact the Planning Department to resolve the complaint. You did not contact the Planning Department.

On June 18, 2019, the Planning Department confirmed the existence of an Unauthorized Unit on the subject property, as defined by Section 317(b)(13) of the Planning Code, through records provided by the Residential Rent Stabilization and Arbitration Board.

On June 19, 2019, the Planning Department sent you a Notice of Enforcement informing you about the violation and the abatement process. In that notice, you were advised to take corrective actions and provide evidence of compliance to the Planning Department within fifteen (15) days from June 19, 2019. You did not respond to this notice.

HOW TO CORRECT THE VIOLATION

The Planning Department requires that you immediately proceed to abate the violation applying for a Building Permit to either (1) legalize the Unauthorized Unit and any work that was done without the benefit of a permit, or (2) obtain the entitlement necessary for the unit's removal, in addition to a Building Permit to legalize the removal of all unpermitted work. Any permit filed to abate the violation should include the following in its scope: "Complies with Planning Code Enforcement Case No. 2018-008429ENF."

If you wish to legalize the Unauthorized Unit, there are several programs available to you. An Unauthorized Unit can be legalized either through the Unit Legalization Program, or as an Accessory Dwelling Unit. In some cases, such a unit can be added under the allowable density authorized by the Zoning District, bypassing the other legalization programs. You are encouraged to visit Counter No. 38 on the fifth floor of 1660 Mission Street to discuss your options. The planners on staff there will be able to help you find which path to legalization is the best fit for you. For more information, you may contact the planner assigned to your case, listed on the front page of this notice. You may also send an email to cpc.adu@sfplanning.org for more information about unit legalization.

In the event that you do not wish to legalize the Unauthorized Unit, a Conditional Use authorization will then be required for its removal, pursuant to Planning Code Section 317(c)(1). Conditional Use authorizations require a hearing before the Planning Commission, where justification for the Unauthorized Unit's removal will be required. Please be advised that should the Planning Commission not approve the removal the unit's removal, you would then be required to legalize it. Contact the planner assigned to your case, listed above, for more information about obtaining a Conditional Use authorization for the removal of an Unauthorized Unit.

TIMELINE TO RESPOND

The responsible party has **fifteen (15) days from the date on which this notice was issued** to either (1) correct the violation as noted above; or (2) appeal this Notice of Violation as noted below. The corrective actions shall be taken as early as possible. Please contact the enforcement staff as noted above to submit evidence of correction. Any unreasonable delays in abatement of the violation will result in further enforcement action by the Planning Department.

APPEAL PROCESSES

If the responsible party believes that this Notice of Violation of the Planning Code is an abuse of discretion by the Zoning Administrator, the following appeal processes are available **within fifteen (15) days from the date on which this notice was issued**:

1. The responsible party may request a Zoning Administrator Hearing under Planning Code Section 176 to show cause why this Notice of Violation is issued in error and should be rescinded by submitting the Request for Zoning Administrator Hearing Form and supporting evidence to the Planning Department. The Zoning Administrator shall render a decision on the Notice of Violation within 30 days of such hearing. The responsible party may appeal the Zoning Administrator's decision to the Board of Appeals within 15 days from the date of the decision.
2. The responsible or any interested party may waive the right to a Zoning Administrator Hearing and proceed directly to appeal the Notice of Violation to the Board of Appeals located at 1650 Mission Street, Room 304, San Francisco, Calif. 94103, telephone: (415) 575-6880, website: sfgov.org/bdappeal. The Board of Appeals may not reduce the amount of penalty below \$100 per day for each day the violation continues unabated, excluding the period of time the matter has been pending either before the Zoning Administrator or before the Board of Appeals.

ADMINISTRATIVE PENALTIES

If a responsible party does not request a process of appeal and does not take corrective action to abate the violation **within the 15-day time limit** as noted above, this Notice of Violation will become final. Beginning on the sixteenth day after which this Notice of Violation was issued, administrative penalties of **\$250 per day** for each day the violation continues unabated will begin to accrue. The penalty amount shall be paid **within 30 days** from the issuance date of a Notice of Penalty. After 30 days, the Planning Department may forward the matter to the Bureau of Delinquent Revenue for collection as authorized by Article V, Section 10.39 of the San Francisco Administrative Code. Please be advised that payment of penalty does not excuse failure to correct the violation or bar further enforcement action. Additional penalties will continue to accrue until a corrective action is taken to abate the violation.

ENFORCEMENT TIME AND MATERIALS FEE

Pursuant to Planning Code Section 350(g)(1), the Planning Department shall charge for "Time and Materials" to recover the cost of correcting the Planning Code violations. Accordingly, the responsible party is currently subject to a fee of **\$1,447.00** for "Time and Materials" cost associated with the Code Enforcement investigation. **Please submit a check payable to "San Francisco Planning Department" for Code Enforcement within 15 days from the date on which this notice was issued.** Additional fees

will continue to accrue until the violation is abated. This fee is separate from the administrative penalties described above and is not appealable.

OTHER APPLICATIONS UNDER CONSIDERATION

The Planning Department requires that any pending violations be resolved prior to the approval and issuance of any new applications that you may wish to pursue in the future. Therefore, any applications not related to abatement of the violation on the subject property will be placed on hold until the violation is corrected. We want to assist you in ensuring that the subject property is in full compliance with the Planning Code.

Please contact the enforcement planner noted above if you have any questions or wish to review the enforcement file related to the above matter. The enforcement file is available for public inspection at the Planning Department during normal office hours (Monday to Friday, 8:00 a.m. to 5:00 p.m., 1650 Mission Street, Room 400) and in the hearing room on the date the matter is scheduled to be heard upon receipt of a request for a hearing.

Sincerely,



Tina Tam
Acting Zoning Administrator

Enc.: Notice of Enforcement, dated July 19, 2019

CC: Timothy McCall West, Trustee
4410 El Camino Real, Suite 108
Los Altos, Ca 94022

Natalie McMahon
1215 29th Avenue
San Francisco, Ca 94122

Christie Barrett West Family Trust
4410 El Camino Real, Suite 108
Los Altos, Ca 94022

Heidi Burr
1215 29th Avenue
San Francisco, Ca 94122



SAN FRANCISCO PLANNING DEPARTMENT

SECOND NOTICE OF VIOLATION

October 21, 2019

Property Owner
Timothy McCall West
P.O. Box 1106
Los Altos, Ca 94023

Site Address: 1215 29th Avenue
Assessor's Block/Lot: 1721/002
Zoning District: RH-1(D): Residential, House, Single-Family (Detached)
Complaint Number: 2018-008429ENF
Code Violation: Section 102, Illegal Group Housing
Section 317(b)(13), Unauthorized Unit
Administrative Penalty: \$250 per day for each day the property remains in violation
Response Due: Within 15 days from the date of this notice
Staff Contact: Vincent W. Page II: (415) 575-9115, vincent.w.page.ii@sfgov.org

The Planning Department has determined that the above referenced property is in violation of the Planning Code. As the owner of the subject property, you are the party responsible to bring the above property into compliance with the Planning Code. Details of the violation are discussed below:

DESCRIPTION OF VIOLATION

Our records indicate that the subject property is authorized for use as a single-family dwelling. The violation pertains to illegal residential uses on the subject property. The violations are two-fold: first, there is an Unauthorized Unit located in the property's garage; and second, various bedrooms not qualifying as residential units have been rented to individual tenants with separate lease agreements for periods of time greater than one week. This set of conditions meets the Planning Code's definition for Group Housing in Section 102. Group Housing is a use that is categorically not permitted in the Zoning District of which the subject property is a part, RH-1(D). Additionally, Planning Code Section 317(b)(13) defines an Unauthorized Unit as "one or more rooms within a building that have been used, without the benefit of a building permit, as a separate and distinct living or sleeping space independent from residential units on the same property. 'Independent' shall mean that (i) the space has independent access that does not require entering a residential unit on the property and (ii) there is no open, visual connection to a residential unit on the property." The living quarters in the garage of the subject property meet this definition and therefore constitute the existence of an Unauthorized Unit.

Pursuant to Planning Code Section 171, structures and land in any zoning district shall be used only for the purposes listed in the Planning Code as permitted in that district, and in accordance with the regulations established for that district. Further, pursuant to Planning Code Section 174, every condition, stipulation, special restriction, and other limitation under the Planning Code shall be complied with in the development and use of land and structures. Failure to comply with any Planning

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

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415.558.6409

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Information:
415.558.6377

Code provision constitutes a violation of the Planning Code and is subject to an enforcement process, pursuant to Planning Code Section 176.

TIMELINE OF INVESTIGATION

On February 14, 2019, the Planning Department issued a Notice of Complaint to the responsible party. In that notice, the responsible party was advised to contact the Planning Department to resolve the complaint. No such contact was made.

On July 19, 2019, the Planning Department issued a Notice of Enforcement to the Christie Barrett West Family Trust, Timothy McCall West, and William Thomas, all of whom were at that time listed in the City's records as owners of the subject property. In that notice, the responsible parties were notified of the alleged Planning Code violation on the subject property, and the process available for its abatement. The responsible parties were advised to take corrective actions and provide evidence of compliance to the Planning Department within fifteen days from July 19, 2019. The Planning Department did not receive response to this notice.

On September 3, 2019, the Planning Department issued a Notice of Violation to Timothy McCall West at the following address: P.O. Box 1106, Los Gatos, California 95031. In that notice, the responsible party was advised to take corrective actions and provide evidence of compliance to the Planning Department within fifteen days from September 3, 2019.

On September 30, 2019, Planning Department staff Vincent W. Page II was contacted by Christie Barrett West, landlord-manager of the subject property. Mrs. West informed Mr. Page that previous notices from the City had been incorrectly addressed, having been sent to a post office box in the City of Los Gatos, rather than the City of Los Altos. Upon further investigation, it was discovered that the information provided to the Planning Department by the Office of the Assessor-Recorder was incorrect. This was a result of an error made on the Grant Deed, recorded September 6, 2018, that transferred all undivided interest in the subject property from Mrs. West, individually and as Trustee of the Christie Barrett West Family Trust, to Timothy McCall West (cf.: San Francisco Office of the Assessor-Recorder, Document No. 2018-K611281-00). Pursuant to this new information, the Planning Department has agreed to re-issue the Notice of Violation.

HOW TO CORRECT THE VIOLATION

The Planning Department requires that you immediately proceed to abate the violation by: (1) completely and irrevocably quitting the illegal Group Housing use; and (2) obtaining a building permit to either legalize the Unauthorized Unit and any unpermitted work, or obtain the entitlement necessary for its removal. An Unauthorized Unit can be legalized through the Unit Legalization Program, or as an Accessory Dwelling Unit. If you wish to remove the Unauthorized Unit, a Conditional Use authorization will be required. For more information, you may contact staff listed on the front page of this notice.

If you believe that the complaint was made in error, you will need to provide sufficient evidence. Evidence sufficient to demonstrate compliance may include—but is not limited to—dimensioned plans approved by the Planning Department and time-stamped photographs. A site visit will be required to verify compliance.

TIMELINE TO RESPOND

The responsible party has **fifteen (15) days from the date of this notice** to either (1) correct the violation as noted above; or (2) appeal this Notice of Violation as noted below. The corrective actions shall be taken as early as possible. Please contact the enforcement staff as noted above to submit evidence of correction. Any unreasonable delays in abatement of the violation will result in further enforcement action by the Planning Department.

APPEAL PROCESS

If the responsible party believes that this Notice of Violation of the Planning Code is an abuse of discretion by the Zoning Administrator, the following appeal processes are available **within fifteen (15) days from the date of this notice**:

1. The responsible party may request a Zoning Administrator Hearing under Planning Code Section 176 to show cause why this Notice of Violation is issued in error and should be rescinded by submitting the Request for Zoning Administrator Hearing Form and supporting evidence to the Planning Department. The Zoning Administrator shall render a decision on the Notice of Violation within thirty (30) days of such hearing. The responsible party may appeal the Zoning Administrator's decision to the Board of Appeals within fifteen (15) days from the date of the decision.
2. The responsible or any interested party may waive the right to a Zoning Administrator Hearing and proceed directly to appeal the Notice of Violation to the Board of Appeals, located at 1650 Mission Street, Room 304. The Board of Appeals can be reached by telephone at (415) 575-6880, and found online at sfgov.org/bdappeal. The Board of Appeals may not reduce the penalty amount to less than \$100 per day for each day the violation continues unabated, excluding the period of time the matter has been pending either before the Zoning Administrator or before the Board of Appeals.

ADMINISTRATIVE PENALTIES

If any responsible party does not request any appeal process and does not take corrective action to abate the violation **within the 15-day time limit** as noted above, this Notice of Violation will become final. Beginning on the following day, administrative penalties of up to **\$250 per day** to the responsible party will start to accrue for each day the violation continues unabated. The penalty amount shall be paid **within 30 days** from the issuance date of a Notice of Penalty. After thirty (30) days, the Planning Department may forward the matter to the Bureau of Delinquent Revenue for collection as authorized by Article V, Section 10.39 of the San Francisco Administrative Code. Please be advised that payment of penalty does not excuse failure to correct the violation or bar further enforcement action. Additional penalties will continue to accrue until a corrective action is taken to abate the violation.

ENFORCEMENT TIME AND MATERIALS FEE

Pursuant to Planning Code Section 350(g)(1), the Planning Department shall charge for "Time and Materials" to recover the cost of correcting the Planning Code violations. Accordingly, the responsible party is currently subject to a fee of **\$2,818.07** for "Time and Materials" cost associated with the Code Enforcement investigation. **Please submit a check payable to "San Francisco Planning Department" for Code Enforcement within 15 days from the date of this notice.** Additional fees will continue to

accrue until the violation is abated. Please note that this fee is subject to change, separate from the administrative penalties described above, and non-appealable.

OTHER APPLICATIONS UNDER CONSIDERATION

The Planning Department requires that any pending violations be resolved prior to the approval and issuance of any new applications that you may wish to pursue in the future. Therefore, any applications not related to abatement of the violation on the subject property will be placed on hold until the violation is corrected. We want to assist you in ensuring that the subject property is in full compliance with the Planning Code.

Please contact the enforcement planner noted above if you have any questions or wish to review the enforcement file related to the above matter. The enforcement file is available for public inspection at the Planning Department, located at 1650 Mission Street, Suite 400, Monday through Friday from 8:00 a.m. to 5:00 p.m., and in the hearing room on the date the matter is scheduled to be heard upon receipt of a request for a hearing.

Sincerely,



Tina Tam
Acting Zoning Administrator

Enc.: Notice of Enforcement, dated July 19, 2019
First Notice of Violation, dated September 3, 2019

cc: Christie Barrett West
1215 29th Avenue
San Francisco, Ca 94122
Electronic copy sent via email to: christiebarrettwest@gmail.com



SAN FRANCISCO PLANNING DEPARTMENT

RECEIVED OCT 24 2019 CITY & COUNTY OF S.F. PLANNING DEPARTMENT RECEPTION DESK

Request for Zoning Administrator Hearing

(Show Cause in Opposition of Notice of Violation)

DATE: 10/24/19 COMPLAINT NO.: NOTICE OF VIOLATION ISSUANCE DATE:

DESCRIPTION OF VIOLATION:

PROPERTY INFORMATION

Property Owner: Timothy and Christie West
Property Address: 1215 29th Ave SF 94122
Assessor's Block/Lot:

Mailing Address: same
Telephone: 650-450-3234 Fax: Email: Christie West 11@gmail.com

Leaseholder:
Address:
Telephone: Fax: Email:

Representative:
Address:
Telephone: Fax: Email:

JUSTIFICATION FOR REQUEST

(Attach documents showing evidence that the Notice of Violation was issued in error. The evidence must include additional or new information since issuance of the Notice of Violation.

Please provide two copies of all materials.) The Notice based solely upon allegations. There is nothing factual. She mailed all of this to the wrong address since February 5 2019.

REQUESTOR'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

- a. The undersigned is the owner or leaseholder or representative of the owner or leaseholder of this property.
b. The information presented is true and correct to the best of my knowledge.

Signed: Christie West Date: 10/24/19

- See Reverse for Appeal Process -

APPEAL PROCESS

The Zoning Administrator shall render a **Violation and Penalty Decision (VPD)** within 30 days of the hearing and the responsible party may appeal the **VPD** to the Board of Appeals **within 15 days from the date of such Decision**. The Board of Appeals requires submittal of an Appeal Form and a non-refundable filing fee for the appeal. For detailed information on the appeal process and submittal requirements, please contact the Board of Appeals located at 1650 Mission Street, Room 304, San Francisco, CA 94103, telephone: (415) 575-6880, website: www.sfgov.org/bdappeal.

Note: The Zoning Administrator may appoint a designee to preside over the Zoning Administrator Hearing. This hearing involves the presentation of facts and is considered informal in nature and does not require a legal counsel. However, you are welcome to bring your counsel or an authorized representative.



SAN FRANCISCO PLANNING DEPARTMENT

Notice of Zoning Administrator Hearing Show Cause in Opposition to Second Notice of Violation

October 25, 2019

Property Owner

Timothy McCall West
P.O. Box 1106
Los Altos, Ca 94023

Site Address: 1215 29th Avenue
Assessor's Block/Lot: 1721/002
Zoning District: RH-1(D): Residential, House, Single-family (Detached)
Record Number: 2018-008429ENF
Code Violation: Section 102, Illegal Group Housing
Section 317(b)(13), Unauthorized Unit
Staff Contact: Vincent W. Page II: (415) 575-9115, vincent.w.page.ii@sfgov.org

The Planning Department has received your Request for Zoning Administrator Hearing on the Notice of Violation issued under Planning Code Section 176 on the above-referenced property. Notice is hereby given that the Zoning Administrator or his designee will hold a hearing to consider the Notice of Violation, issued on October 21, 2019, with regard to the above-referenced matter. The hearing has been scheduled as below:

Hearing Date and Time: Friday, November 8th, 2019, from 10 to 11 o'clock A.M.
Hearing Location: Room No. 403 at 1650 Mission Street, Suite 400

The responsible party or his/her representative must appear personally and bring evidence to demonstrate that the Notice of Violation was issued in error and that the subject property is in full compliance with Planning Code. Two copies of any evidence presented during the hearing must be submitted for Planning Department records. Such evidence may also be submitted prior to the hearing date. Such evidence must include additional and/or new information that was obtained after the Notice of Violation was issued, on October 21, 2019. The requestor has the right to bring an interpreter, witnesses, legal representation, or other representative to the hearing. Please note that legal representation is not required. To request a sign language interpreter, reader, materials in alternative formats, or other accommodation of disability, please contact the staff member noted above no less than forty-eight hours in advance of the hearing. If you have any questions about the hearing process, please contact staff noted above.

cc: **Hearing Requestor**
Christie Barrett West
1215 29th Avenue
San Francisco, Ca 94122
Electronic copy sent via email to: christiebarrettwest@gmail.com

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

Reception:
415.558.6378

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SAN FRANCISCO PLANNING DEPARTMENT

NOTICE OF VIOLATION AND PENALTY DECISION

March 2, 2020

The Property Owner
Timothy McCall West
P.O. Box 1106
Los Altos, CA 94023

RE: **Site Address:** 1215 29th Avenue
Assessor's Block/Lot: 1721/002
Zoning District: RH-1(D): Residential, House, Single-Family (Detached)
Complaint Number: 2018-008429ENF
Code Violation: Section 317, Construction of One or More Unauthorized Units
Administrative Penalty: \$250 per Day for Each Day of Violation
Staff Contact: Vincent W. Page II: (415) 575-9115, vincent.w.page.ii@sfgov.org
DECISION: NOTICE OF VIOLATION UPHELD

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

Reception:
415.558.6378

Fax:
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Planning
Information:
415.558.6377

BACKGROUND

On October 24, 2019, the Planning Department received a Request for Zoning Administrator Hearing to consider the Second Notice of Violation, dated October 21, 2019 for the subject property. On November 8, 2019, a Zoning Administrator Hearing was held to consider the Second Notice of Violation. Details of the violation and hearing are discussed below.

DESCRIPTION OF VIOLATION

The Zoning Administrator determined that the subject property is in violation of Planning Code Section 317. The Planning Department's records indicate that 1215 29th Avenue (i.e., "the subject property,") is authorized for use as a single-family dwelling. The violation pertains to illegal work that resulted in the construction of two Unauthorized Units. Pursuant to Planning Code Section 317(b)(13), an Unauthorized Unit is defined as one or more rooms within a building that have been used, without the benefit of a building permit, as a separate and distinct living or sleeping space independent from residential units on the same property. "Independent" shall mean (i) that the space has independent access that does not require entering a residential unit on the same property and (ii) there is no open, visual connection to a residential unit on the property.

TIMELINE OF INVESTIGATION

On February 14, 2019, the Planning Department issued a Notice of Complaint to the responsible party. In that notice, the responsible party was advised to contact the Planning Department to resolve the complaint. No such contact was made.

On July 19, 2019, the Planning Department issued a Notice of Enforcement to the Christie Barrett West Family Trust, Timothy McCall West, and William Thomas, all of whom were at that time listed in the

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City's records as owners of the subject property. In that notice, the responsible parties were notified of the alleged Planning Code violation on the subject property, and the process available for its abatement. The responsible parties were advised to take corrective actions and provide evidence of compliance to the Planning Department within fifteen days from July 19, 2019. The Planning Department did not receive response to this notice.

On September 3, 2019, the Planning Department issued a Notice of Violation to Timothy McCall West at the following address: P.O. Box 1106, Los Gatos, California 95031. In that notice, the responsible party was advised to take corrective actions and provide evidence of compliance to the Planning Department within fifteen days from September 3, 2019.

On September 30, 2019, Planning Department staff Vincent W. Page II was contacted by Christie Barrett West, landlord-manager of the subject property. Mrs. West informed Mr. Page that previous notices from the City had been incorrectly addressed, having been sent to a post office box in the City of Los Gatos, rather than the City of Los Altos. Upon further investigation, it was discovered that the information provided to the Planning Department by the Office of the Assessor-Recorder was incorrect. This was a result of an error made on the Grant Deed, recorded September 6, 2018, that transferred all undivided interest in the subject property from Mrs. West, individually and as Trustee of the Christie Barrett West Family Trust, to Timothy McCall West (cf.: San Francisco Office of the Assessor-Recorder, Document No. 2018-K611281-00). Pursuant to this new information, the Planning Department agreed to re-issue the Notice of Violation.

On October 21, 2019, the Planning Department issued a Second Notice of Violation to Timothy McCall West at the following address: P.O. Box 1106, Los Altos, California 94023. In that notice, the responsible party was advised to take corrective actions and provide evidence of compliance to the Planning Department within fifteen days from October 21, 2019. The notice also discussed administrative penalties and the available processes of appeal.

On October 24, 2019, the Planning Department received a Request for Zoning Administrator Hearing to consider the Second Notice of Violation, dated October 21, 2019, and to show just cause in opposition to said notice. The request was made by Christie Barrett West, landlord-manager of the subject property, and an authorized agent of the property owner. The Planning Department subsequently issued a Notice of Zoning Administrator Hearing on October 25, 2019, to the responsible party and authorized agent.

EVIDENCE PRESENTED AT THE ZONING ADMINISTRATOR HEARING

The Zoning Administrator Hearing to consider the Second Notice of Violation was held on November 8, 2019. The public hearing was attended by the property owner's authorized agent, Christie Barrett West; her legal counsel, Norman L. Chong, Esq.; and their consultant, Robert Noelke. Mrs. West is landlord-manager of the subject property, where she also resides. Planning Department staff in attendance included Corey Teague, Zoning Administrator; Tina Tam, Code Enforcement Manager; and Vincent W. Page II, Enforcement Planner. No other members of the public were present.

During the public hearing, Mrs. West stated that there are factual inaccuracies in the Second Notice of Violation, and that the Planning Department's investigation is based upon spurious and false accusations made by those who would wish to do her harm. Specifically, the allegation that there are physical alterations to the subject property that were done without the benefit of a building permit is

patently false, a position which Mrs. West contends is true based upon the history of inspections made by the Department of Building Inspection (DBI) upon the subject property. On several occasions, such inspections resulted in the rescindment of Notices of Violation issued by DBI. Mrs. West further stated that there is not, nor has ever been, an Unauthorized Unit located on the subject property. The conditioned space on the ground floor that is adjacent to the garage serves as a "day room," a space used by Mrs. West for relaxation. Photographs of the conditioned space on the ground floor were provided, with Mrs. West clarifying that there is a sink located in that space, and Mr. Noelke adding that minor work has been done. With regard to the allegation of an illegal Group Housing use, Mrs. West was unequivocal: no such use has ever existed, she affirmed, and the subject property has never had more than five unrelated occupants. When asked by Mr. Teague how the subject property is currently used, Mrs. West stated that she rents space in the subject property to two tenants. Mrs. West is also a resident of the subject property.

In response to statements made by Mrs. West, Mr. Chong, and Mr. Noelke, Mr. Teague clarified that the Planning Code and Building Code are separate and distinct, and that investigations of alleged violations of each are necessarily different. Mr. Teague asked Mrs. West if she would be amenable to an inspection of the subject property by Planning Department staff. Mrs. West stated that such a site inspection may be possible at some point in the future.

SUBMITTALS AND CONSIDERATION AFTER THE HEARING

In the months following the Zoning Administrator Hearing that was held on November 8, 2019, the Planning Department was made aware of new information. Further, there were legal proceedings that involved the subject property that reached their conclusion after the Zoning Administrator Hearing was held.

On February 4, 2020, a judgement in favor of Sandra Fierro, Nina Robin, Jennifer Sarkany and Ramsey Abouremeleh, plaintiffs, was made against Christie Barrett West and Timothy West, defendants, in the matter of Sarkany, et al. v. West, et al. (cf.: Superior Court of the State of California in the County of San Francisco, Case No. CGC-18-571355). During the course of the trial, which began on November 18, 2019, testimony was given with regard to the physical nature of the property at which Mrs. West resides. It was entered into evidence that there are two living spaces located on the ground floor of 1215 29th Avenue. As demonstrated by drawings prepared by Robert Noelke that were accompanied by contemporaneous photographs, each living space has its own cooking facilities and is independently accessible. (It should be noted that while one of the living spaces is in possession of a full kitchen, the other has only a wet bar.) It came to the Planning Department's attention that the abovementioned living spaces were advertised as "in-law apartments" for lease as recently as July 8, 2019, and that such spaces were thenceforth occupied by tenants. With both spaces having been demonstrably occupied for periods of time exceeding thirty days, and with each meeting the definition for physical independency in Planning Code Section 317(b)(13), there is evidence sufficient to demonstrate that two Unauthorized Units are located on the subject property.

The Zoning Administrator has reviewed all submittals to date and considered statements made at the November 8, 2020 hearing.

DECISION

NOTICE OF VIOLATION UPHELD. Pursuant to Planning Code Section 176, the Zoning Administrator has a duty in administration and enforcement of the Planning Code. Accordingly, the Zoning Administrator upholds the Second Notice of Violation issued on October 21, 2019 as the property owner has failed to demonstrate compliance with the Planning Code as described above. The subject property owner shall abate the violation as follows:

Irrespective of the residential zoning district in which it is located, an Unauthorized Unit may be legalized through the Unit Legalization Program under Ordinance 43-14 or through the addition of an Accessory Dwelling Unit.¹ The responsible party must immediately proceed to abate the violation by submitting a building permit application to bring the subject property into compliance with the Planning Code. The permit and plans must meet all applicable submittal requirements. The permit scope must propose to legalize the Unauthorized Units.

Alternatively, if the property seeks to remove the Unauthorized Units, a Conditional Use Authorization must be submitted to the Planning Department.² Such building permit application or Conditional Use Authorization application must be submitted **no later than April 2, 2020 to avoid penalties**. The property owner or their authorized representative must diligently pursue all required approvals and any associated building permits such that they are approved, issued, and completed.

PENALTIES

No penalties are due at this time. However, failure to take the compliance actions as noted above will result in accrual of penalties thereafter. Beginning on **April 3, 2020**, the administrative penalties of **\$250 per day** will be assessed to the responsible party for each day the violation continues unabated, excluding the period of time the Notice of Violation has been pending before the Zoning Administrator. The Second Notice of Violation was issued on October 21, 2019 and the Request for Zoning Administrator Hearing was submitted on October 24, 2019.

The Planning Department will issue a Notice of Penalty requiring payment of penalties. If the accruing penalty amount is not received within thirty days from the issuance date of Notice of Penalty, the Planning Department will forward the matter to the Bureau of Delinquent Revenue for collection as authorized by Article V, Section 10.39 of the San Francisco Administrative Code. Please note that you will also be required to pay 25% commission on the penalty amount for the BDR services.

The payment of penalty does not excuse failure to correct the violation or bar further enforcement action.

¹ Eligibility for the Unit Legalization Program is contingent upon the applicant's ability to demonstrate that the unit to be legalized was rented independently prior to January 1, 2013. In the event that an Unauthorized Unit is deemed ineligible for the Unit Legalization Program, it may still be eligible for legalization as an Accessory Dwelling Unit.

² Planning Code Section 317(c)(1) mandates that Conditional Use Authorization be required for any permit proposing the removal of a residential unit, even if that unit was constructed illegally. However, if the Zoning Administrator finds that an Unauthorized Unit has no path to legalization, Conditional Use Authorization would not be required for that unit's removal.

ENFORCEMENT TIME AND MATERIALS FEE

Pursuant to Planning Code Section 350(g)(1), the Planning Department shall charge for "Time and Materials" to recover the cost of correcting Planning Code violations. Accordingly, a fee of \$4,935.93 for "Time and Materials" cost associated with the Code Enforcement investigation is now due to the Planning Department. Please submit a check made payable to "Planning Department Code Enforcement Fund" within 15 days of this letter. Additional fees will continue to accrue until the violation is abated. Please note that this fee is subject to change, separate from the administrative penalties as described above, and not appealable.

APPEALS

This decision letter and any assessed penalties may be appealed to the Board of Appeals within fifteen (15) days from the date of this decision. The Board of Appeals may not reduce the amount of penalty below \$100 per day for each day that the violation exists, excluding the period of time that the matter has been pending either before the Zoning Administrator or before the Board of Appeals. For further information, please contact the Board of Appeals in person on the third floor of 1650 Mission Street, Room 304, or call (415) 575-6880.

Sincerely,



Corey A. Teague, AICP
Zoning Administrator

Enc.: Notice of Violation, dated September 3, 2019
Second Notice of Violation, dated October 21, 2019

cc: Christie Barrett West
1215 29th Avenue
San Francisco, California 94122
Via E-mail: christiebarrettwest@gmail.com

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10 Attorneys for Appellants
11 CHRISTIE WEST and TIMOTHY WEST

12 CITY AND COUNTY OF SAN FRANCISCO,
13 BOARD OF APPEALS

14 CHRISTIE BARRETT WEST AND
15 TIMOTHY WEST,

16 Appellants,

17 vs.

18 ZONING ADMINISTRATOR,

19 Respondent.
20 _____ /

21 Appeal No. 20-027
22 Determination No. 2018-008429ENF
23 Subject Property: 1215 29th Avenue

24 **APPELLANTS' BRIEF**

25 Hearing Date: July 1, 2020
26 Time: 5:00 p.m.

27 TO THE MEMBERS OF THE BOARD OF APPEAL:

28 Christie West, on behalf of herself and Timothy West, her son ("Owners") as owners of
1215 29th Avenue appeal from the Zoning Administrator's March 2, 2020 Notice of Violation
and Penalty Decision ("Decision").

RELIEF SOUGHT

1. Reversal of Decision or, in the alternative,
2. Imposition of Penalty Conditions to:

- 1 a. Extend the penalty date for the Decision by a minimum of 6 months after the
2 current Shelter in Place order has been lifted; and,
3
4 b. Reduction of the investigation fee and penalty rate.

5 **SUMMARY OF REASONS OR GROUNDS FOR APPEAL**

- 6 1. Lack of Due Process: significant defects in the enforcement process denied the property
7 owners a fair hearing including inadequate notice and consideration of unreliable
8 information from concealed sources.
- 9 2. Extend the Enforcement Date for the Penalty: The Decision imposes the penalty unless
10 the owners file applications to abate the alleged violation by April 2, 2020. Especially
11 given the shelter in place orders, this has not allowed the Owners sufficient time to
12 reasonably evaluate their appropriate alternative course and to prepare the necessary
13 documentation. Further, either option would impose a severe financial hardship and
14 could render Ms. West homeless.
- 15 3. Excessive Fees and Penalties:
- 16 a. Some of the investigatory fees may have been incurred due to errors in the
17 Department’s procedures and/or associated with unverified “evidence” from
18 unnamed sources. A detailed account of the fees incurred is requested.
- 19 b. Non-permitted construction of the spaces occurred before Owners purchased the
20 property. After the City suspended DBI enforcement of the unpermitted space,
21 Owners understood that they were no longer required to demolish or legalize the
22 space – either course would have been a financial hardship. The penalty is
23 excessive and does not benefit Owners’ role in the alleged violation.
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I.

INTRODUCTION AND HISTORICAL BACKGROUND

In 1982, Christie West and her late, former husband purchased 1215 29th Avenue as their primary residence and place to raise their family. Prior to their purchase, the lower level behind the garage had been finished into two separate rooms including a cooking area in one room.

After many years, the Department of Building Inspection received a complaint about an unpermitted unit in the lower level of the house and a notice of violation was issued. During the handling of this NOV, the Owners¹ were advised that the City and County imposed a moratorium on enforcement on the residential use of unpermitted spaces. Owners cured all other health and safety violations issued by the housing and building department on the property.

During 2018, legal tenants of rooms in the house made numerous complaints regarding conditions on the property directly to the Department of Building Inspections without first requesting repairs from the landlord. The tenants have admitted that these complaints were part of their coordinated plan to cause severe hardship for the landlord and to effectively evict her from her own home. Among the many complaints, the tenants complained that unpermitted space in the lower level was being used for residential purposes. The Housing Inspection Division responded to these complaints which were abated in 2018.

The disaffected tenants vacated the property at the end of October 2018.

Unbeknownst to Owners, someone (presumably the upstairs tenants) also complained about residential use of the unpermitted spaces to the planning department. Presumably, this complaint initiated this Planning Department action characterized by a series of errant communications by the Department which deceptively created the impression that the Owners were ignoring the Planning Department's communications.

¹ In 2012, Christie West deeded title to the property to her sons, but remained the landlord for all purposes.

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- 2/14/19: Notice of Complaint sent to the former address of a former counsel.
 - Issue: single Unauthorized Unit
 - Owners did not receive this Notice and could therefore not respond.
- 7/19/19: Notice of Enforcement mailed to the same invalid address.
 - Issue: single Unauthorized Unit
 - Owners did not receive this Notice and could therefore not respond.
- 9/3/19: Notice of Violation mailed to an unknown post office box in Los Gatos.
 - Issue: single unpermitted, Unauthorized Unit
 - Owners did not receive this Notice and could therefore not respond.
- 9/25/19: In response to discovery in the lawsuit filed by the vindictive former tenants, plaintiffs produced the July 19, 2019 Notice of Enforcement and the September 3, 2019 Notice of Violation. This was the Owners’ first actual notice of the complaint filed with the Planning Department.
- 10/1 and 2/19: Ms. West contacted the Planning Department to explain the lack of notice.
- 10/4/19: Ms. West emails Tina Tam to confirm the Departments agreement to “start fresh” with the violation procedure. The Department does not notify Ms. West that her understanding is incorrect.
- 10/21/19: Second Notice of Violation is mailed to the correct PO Box for Tim West:
 - Issues: Single unpermitted, Unauthorized Unit in the lower level; and alleged “Group Housing” based on room leases for tenants of the house.
- 10/24/19: Request for Zoning Administrator Hearing was made by Ms. West regarding the 10/21/19 Notice of Violation.

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- 11/8/19: Zoning Administrator Hearing: During this hearing, Ms. West produced photographs of the improved spaces and stated that the lower level space was not leased to others but were used by herself as an accessory space primarily for day time use. Ms. West also stated that the Housing Inspection Division had previously investigated and cleared complaints regarding the condition of the rooms leased in the house.

- 3/2/20: Notice of Violation and Penalty Decision was issued more than 100 days after the Zoning Administrator Hearing and cited the following:
 - Two Unauthorized Units in the lower level: purportedly based upon incomplete and potentially biased reporting of post-hearing “evidence” regarding (1) space in the lower floor connected by an interior stair with the house and (2) an advertisement for the legal upper rooms incorrectly attributed to the lower area spaces.

- 3/13/20: Owners timely appeal from the Notice of Violation and Penalty Decision

- 3/16/20: San Francisco Public Health Department Issues its “Shelter in Place” Order which has effectively prevented Owners from obtaining the additional, detailed inspections reasonably necessary to formulate a reasoned and affordable response to abate the alleged violations on the property.

Although Owners continue to dispute the violation, they are willing to undertake appropriate corrective action. Ms. West initiated efforts to address and mitigate the alleged violations upon receipt of the March 2, 2020 Zoning Administrator decision, but she has been hampered by both physical and financial restrictions from actually addressing the alleged violations.

Ms. West is over 70 years of age and the subject property is Ms. West’s domicile and only available residence. Ms. West suffers from a variety of medical conditions which make her

- 1 1. Lack of timely notice resulting from erroneous service of Notices;
- 2 2. Lack of timely notice and specification of alleged violations; and,
- 3 3. Reliance upon post-hearing information of dubious veracity without providing a full and
- 4 fair opportunity to respond.

5
6 It is a fundamental administrative procedural due process right under the State and
7 federal Constitutions that before a government actor can deprive a person of his or her vested
8 property rights, the Owner must be afforded a reasonable opportunity to understand the basis of
9 the governmental action and have a fair and reasonable opportunity to respond to the claim. See
10 for example, *Spanner v Rancho Santiago Community College Dist.*; (2004) 119 Cal.App.4th 584;
11 *Manufactured Home Communities, Inc. v County of San Luis Obispo* (2008) 167 Cal.App.4th
12 705; *Hipsher v Los Angeles County Employees Retirement Assn.* (2018) 24 Cal.App.5th 740,
13 762. Appellant contends that the Zoning Administrator’s Decision should be reversed on three
14 primary due process grounds as noted above.

15
16 First, due to the miscommunications between the Department and Appellants, the initial
17 notices of the Complaint and Violation were misdirected. Normally, a property owner is afforded
18 more complete opportunities to respond to the alleged complaints than was afforded to Owners in
19 this proceeding. The persistent miscommunications created an incorrect impression that the
20 Owners willfully failed to respond to the Department’s Notices. Although the Owners do not agree
21 with the Planning Department’s contentions regarding the violation or the enforceability, they have
22 nevertheless demonstrated cooperation with City departments on property condition issues. The
23 failure to allow additional time resulting from the failed communications may have impacted the
24 inadequate time allowed for the Owners to take action in response to the Zoning Administrator’s
25 decision.

1 Second, the specification of the alleged violations has changed between the earlier
2 though ineffective notice and the final decision. The change in specification of the alleged
3 violation was clearly material. Each of the Notices given to the Owner specified the violation as
4 a single unauthorized unit on the lower level³. The Zoning Administrator’s decision, however,
5 references two unauthorized units on the lower level apparently based on post-hearing information
6 provided by an unidentified (and unreliable) source⁴. Due Process also requires providing a person
7 with an opportunity to confront witness and evidence prior to a governmental taking of property.
8 *Manufactured Home Communities, Inc. v County of San Luis Obispo* (2008) 167 Cal.App.4th
9 705; *Hipsher v Los Angeles County Employees Retirement Assn.* (2018) 24 Cal.App.5th 740,
10 762; Owners were given no opportunity to address the basis for this revision to the Notice of
11 Violation. By imposing a penalty based upon this alleged violation which was only raised in the
12 final penalty notice, Owners were clear deprived of their due process rights.

15 Third, the same “source” apparently misrepresented an advertisement for a legal room in
16 the upstairs area to implicate an alleged occupancy of the ground floor spaces. No such evidence
17 was adduced at the trial of this matter. The referenced advertisement was introduced as evidence
18 regarding a replacement tenant for a legal upper floor room. Ms. West stated during the hearing
19 that the lower level spaces were not rented at the time of the hearing and this “advertisement” is
20 incompetent evidence to the contrary. Further, the decision also fails to note that there is a
21 staircase connecting the downstairs space with the main house⁵. These evidentiary omissions
22 highlight the dangers of relying upon unauthenticated information from undisclosed third parties
23
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25 _____
26 ³ The October 21, 2019 “Second” Notice of Violation added an alleged “Group Housing” charge based on Owners
27 legal renting of rooms to tenants in the house. Since this alleged violation is not mentioned in the Zoning
28 Administrator’s decision, this claim appears to have been correctly dismissed as unfounded.

⁴ On May 15, 2020, Appellants received the Planning Department file for this Complaint. The file contains no
evidence or reference to any actual source for this misinformation.

⁵ The Zoning Administrator’s decision further suggests that Mr. Noelke presented “contemporaneous” photographs
of the lower level spaces at trial. This was also patently untrue. Mr. Noelke did not testify regarding the lower level
spaces and any “photographs” of those spaces were not contemporaneous with any relevant event.

1 to find a violation without actual evidence and without allowing the Owner a full and fair hearing
2 on the merits.

3 The Zoning Administrator's decision was rendered without affording Owners their
4 constitutionally secured due process rights. Owners respectfully request this Board to reverse the
5 decision of the Zoning Administrator.
6

7 III.

8 **DUE TO OWNERS' PHYSICAL AND FINANCIAL HARDSHIPS, APPELLANTS**
9 **RESPECTFULLY REQUEST THAT THE COMPLIANCE DATE SET FORTH IN THE**
10 **ZONING ADMINISTRATOR'S DECISION BE EXTENDED UNTIL TWO MONTHS**
11 **AFTER THE CURRENT HEALTH EMERGENCY HAS BEEN ALLEVIATED**

12 Prior to the Zoning Administrator's Notice of Violation and Penalty Decision, Owners
13 contested the prior Notices of Violation in good faith. Since the decision of the Zoning
14 Administrator, Owners have been unable to comply with the Decision by the deadline established
15 in the Order. Under the circumstances, it is manifestly unfair to impose penalties on Owners
16 commencing from the original April 1, 2020 deadline.

17 As outlined above, the original decision allowed only four weeks for Owners to retain an
18 appropriate consultant, arrange for inspections, evaluate both the practicality of alternative means
19 to address the alleged non-conforming uses⁶, to evaluate the financial requirements and ability to
20 effect the proposed corrective actions, and prepare appropriate documentation for submission to
21 the appropriate agencies. For Owners to make a reasonable decision on the best potential solution
22 to cure the alleged violation required more time than reasonably allowed by the Decision.
23

24 In any event, Owners had initiated the process for making these decisions when the
25 Covid-19 pandemic struck San Francisco and the shelter in place order was issued. As noted
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27
28 ⁶ Even the Decision notes that there are several alternative approaches for compliance including various options
from legalization of the spaces as dwelling units to complete demolition of the spaces and removal from housing
use.

1 above, Ms. West who resides at the Subject Property is a person at risk and cannot safely allow
2 persons on the property who are not part of her normal cohort. This has impeded Owners' efforts
3 to have consultant Robert Noelke complete his inspection and evaluation of the viability of the
4 various optional measures for compliance. Most significantly, the ground floor spaces need to be
5 accurately measured and evaluated to determine whether those spaces can be legalized, the scope
6 and cost of any work reasonably required to make the spaces habitable and the probable limitations
7 on the use of the spaces under each proposal option. Finally, the cost and difficult of the potential
8 work must necessarily be weighed against Owners' extremely limited financial capability.
9

10 The impact of Owners' precarious financial condition on their ability to comply with the
11 Decision should not be underestimated. As noted above, Owners have no regular income other
12 than the property and pension/disability payments. Debt service for the property is barely covered
13 by the rent and, in some years, not even covered by the actual rent received. At this point, Owners
14 would have a difficult time paying their consultant(s) to prepare the necessary drawings and permit
15 applications to comply with the Decision. Although compliance is tied to submission of
16 applications for permits and/or Conditional Use Authorizations rather than completion of the
17 permitted work, decision on how to proceed must account for Owners' probable ability (or
18 inability) to effectuate any permitted work and/or modification to the property. Owners are not
19 currently in a position to refinance the property or otherwise obtain loans due to a combination of
20 poor credit and lack of income; however, there is a potential that their credit situation may improve
21 sufficiently to allow refinancing at an affordable rate within the next 60 – 90 days.
22

23 Accordingly, Appellants respectfully request that the compliance date in the Decision be
24 either extended from April 1, 2010 to October 1, 2020, or in the alternative, to a date 45 days after
25 the San Francisco Department of Public Health completely rescinds the restrictions on personal
26 activities occasioned by the Covid-19 pandemic.
27
28

1 In the meantime, Appellants intend to make a good faith effort to advance the above
2 process prior to the hearing of this Appeal, but cannot reasonably risk compromising her health
3 and those of other residents on the property⁷.

4
5 **IV.**

6 **THE FINANCIAL PENALTIES ASSESSED IN THE DECISION**
7 **ARE EXCESSIVE AND UNJUST**

8 Owners contend that the Zoning Administrator’s decision should be reversed due to three
9 due process violations which substantially prejudiced their rights: The Zoning Administrator’s
10 Decision imposes two separate financial penalties: \$4,935.93 for “time and materials” cost
11 associated with the Code Enforcement investigation and \$250/day imposed from the compliance
12 date to the date of actual compliance.

13 In May 2020, Appellant requested the Department’s file on this Complaint including any
14 and all records which would support the time and materials fee assessed. While certain documents
15 related to the investigation were produced, no records were produced which support the means
16 and/or method used by the Department to calculate the fee. Prior to assessing the fee, the
17 Department should have documented the means and method by which this fee was calculated so
18 that Appellant could assess the reasonableness of the imposed fees.

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20
21 From the records produced, it is apparent that substantial time may have been wasted
22 following inclusive and erroneous tasks. These tasks may include:

- 23
- 24 • The numerous erroneously directed Notices as indicated above;
 - 25 • Reviewing rent board complaints and records for the legal upstairs room; and,
- 26

27
28 ⁷ The Department previously agreed to continue the date of the hearing on this Appeal on similar grounds but rather than request multiple extensions, Appellants propose that the Board of Appeal either fix a new compliance date sufficiently far out to allow for probable mitigation of the Covid-19 pandemic or to tie the new date to a pronouncement by the Department of Public Health that all restrictions related to the pandemic are released.

EXHIBIT 1

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12 CITY AND COUNTY OF SAN FRANCISCO

13 BOARD OF APPEALS

14 CHRISTIE WEST AND TIMOTHY
15 WEST,

16 Appellants,

17 Vs.

18 ZONING ADMINISTRATOR
19 Respondent.

20 Appeal No. 20-027

21 Determination No.: 2018-008429ENF

22 Subject Property: 1215 29th Avenue

23 DECLARATION OF ROBERT NOELKE
24 IN SUPPORT OF APPEAL

25 Hearing Date: July 1, 2020

26 Time: 5:00 p.m.

27 I, Robert Noelke, declare that:

28 1. I am resident of the City and County of San Francisco over the age of 18 and have
personal knowledge of the matters stated in this declaration except as to matters stated on
information and belief and, as to those matters, I am informed and believe them to be true.

2. I am a former Senior Housing Inspector and former Acting Chief Housing
Inspector for the Department of Building Inspections (DBI) for the City and County of San
Francisco and, since, 2005, have been the owner of Prague Property Management, Inc. The
services I provide to clients include consultation on San Francisco Building, Planning and
Housing Code issues and assistance and consultations relating to legalization and abatement of
non-compliant conditions in residential property in the City and County of San Francisco. I have
qualified to testify as an expert witness in these areas in the San Francisco County Superior
Court on many occasions.

1 3. In the lawsuit brought by certain tenants of the house at 1215 29th Avenue, I was
2 called to testify on behalf of the property owner/landlord Timothy West and his mother Christie
3 West.

4 4. Prior to my testimony, I was informed that there were finished spaces in the
5 ground floor level but did not actually observe or photograph the interior of these spaces. For
6 trial, I prepared schematic diagrams of the reflecting the general layout of the house including
7 the ground floor spaces; however, the diagram of the ground floor spaces was based upon the
8 overall dimensions of the lower level and discussions with others. I did not take or review any
9 photographs of the spaces and have no personal knowledge whether there are, in fact, bathrooms
10 or cooking facilities in the spaces.

11 5. While on the property, I did observe an interior stairway connecting the ground
12 floor space to the main house. Based upon my observation, that part of the lower level would not
13 be “independent” from other living units on the property within the meaning of the San
14 Francisco housing code.

15 6. During the trial, I was not asked to review or testify concerning any photographs
16 of the finished spaces on the ground floor level of the house.

17 7. Prior to the Hearing on the Notice of Violation in this matter, I was retained by
18 counsel for the owners of 1215 29th Avenue to render assistance to the Christie West on behalf of
19 herself and her son as the owner/landlord of the property (the “landlords”) with respect to the
20 hearing, only.

21 8. Following the issuance of the Notice of Violation and Penalty Decision (the
22 “Decision”) regarding Complaint No. 2018-008429ENF, I was again contacted by counsel for
23 the Landlords to assist with the evaluation of the decision and regarding this appeal. I was not
24 retained by counsel to prepare plans and/or applications for permits related to the issues
25 contained in the Decision.

26 9. On or about March 6, 2020, I was separately contacted and preliminarily retained
27 by the Landlords to consult regarding possible alternatives and options for complying with the
28 Decision. Given the timing of the Decision and the amount of work reasonably necessary to

1 submit any permit application, it was unreasonable to expect that a permit application of any sort
2 could have been filed in good faith by April 1, 2020.

3 10. Prior to filing the appeal in this matter, I spoke with my clients regarding the
4 actions reasonably necessary to assist the Owners to evaluate their potential options for abating
5 and alleged non-compliant conditions.

6 11. Among the potential options discussed were:

7 a. Legalization of a portion of the lower level space and obtain a Conditional
8 Use Authorization to remove the remainder from housing use;

9 b. Legalization of an enlarged portion of the lower level space and obtain a
10 Conditional Use Authorization to remove the remainder from housing use;

11 c. Legalization of accessory dwelling spaces on the lower level including
12 necessary permits and a Conditional Use Authorization;

13 d. Legalization of accessory spaces on the lower level which might also
14 require a Conditional Use Authorization to remove the space(s) from housing use;

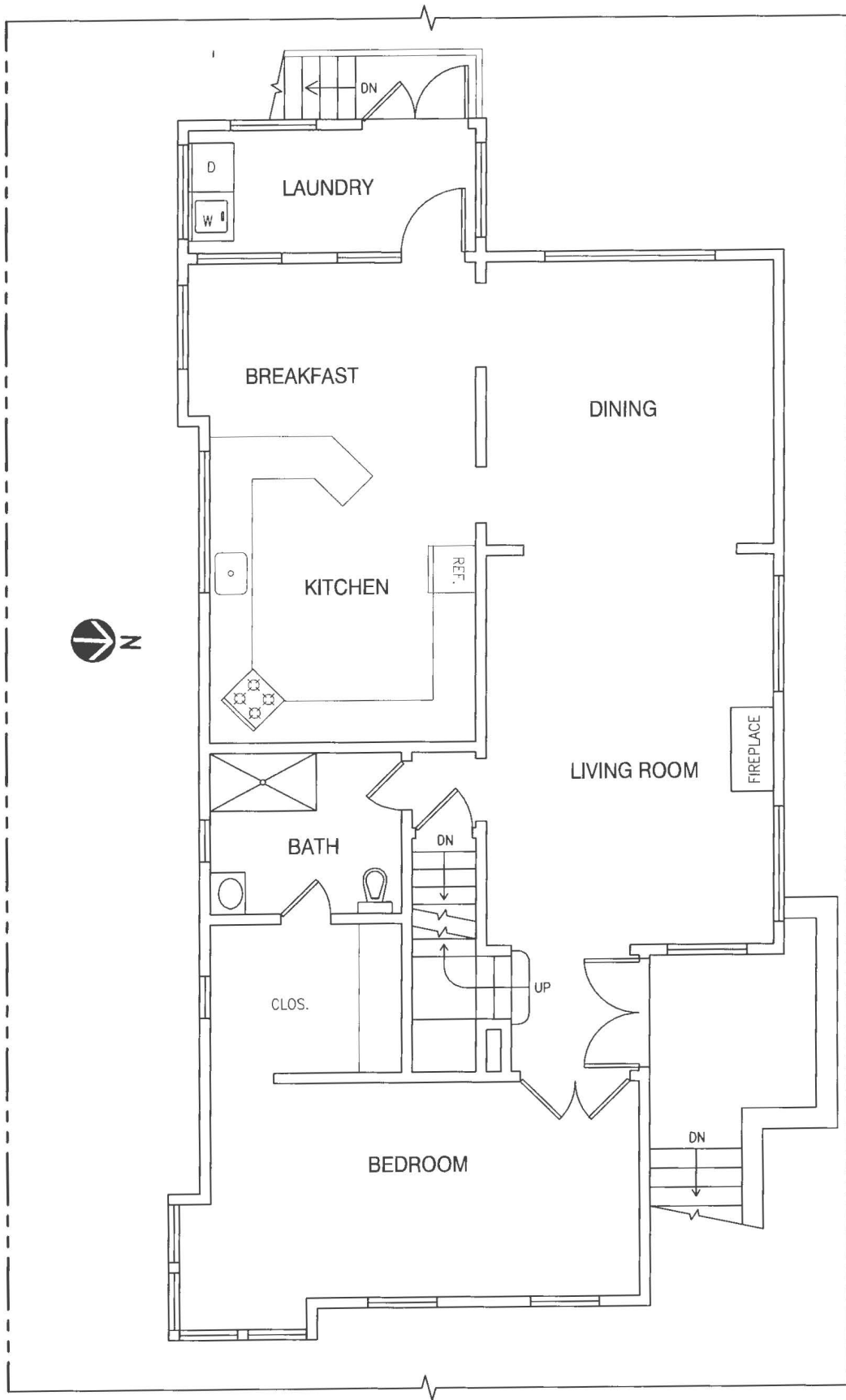
15 e. Complete removal of the lower level spaces from housing use which
16 would require both a building permit for the demolition of the ground floor spaces and a
17 Conditional Use Authorization to remove the spaces from housing use.

18 12. Each of the above options carries specific physical and legal requirements and
19 costs to evaluate, plan and execute.

20 13. In order for the Owners to evaluate their potential options, I was to initially
21 inspect the ground floor spaces during the week of March 16, 2020; however, the City and
22 County issued its Shelter in Place orders before an adequate inspection of the spaces could be
23 completed which would allow me to provide the Owners with sufficient information to
24 reasonably evaluate the costs and probable success of the planned action.

25 14. To date, I have been unable to complete my inspection and evaluation of 1215
26 29th Avenue due to the current SIP orders in effect in San Francisco. I am informed and believe
27 that Christie West resides on the property and may be a person at risk from the Covid-19 virus if
28 improvidently exposed. This has further restricted any opportunity to conduct the reasonable and

EXHIBIT 2

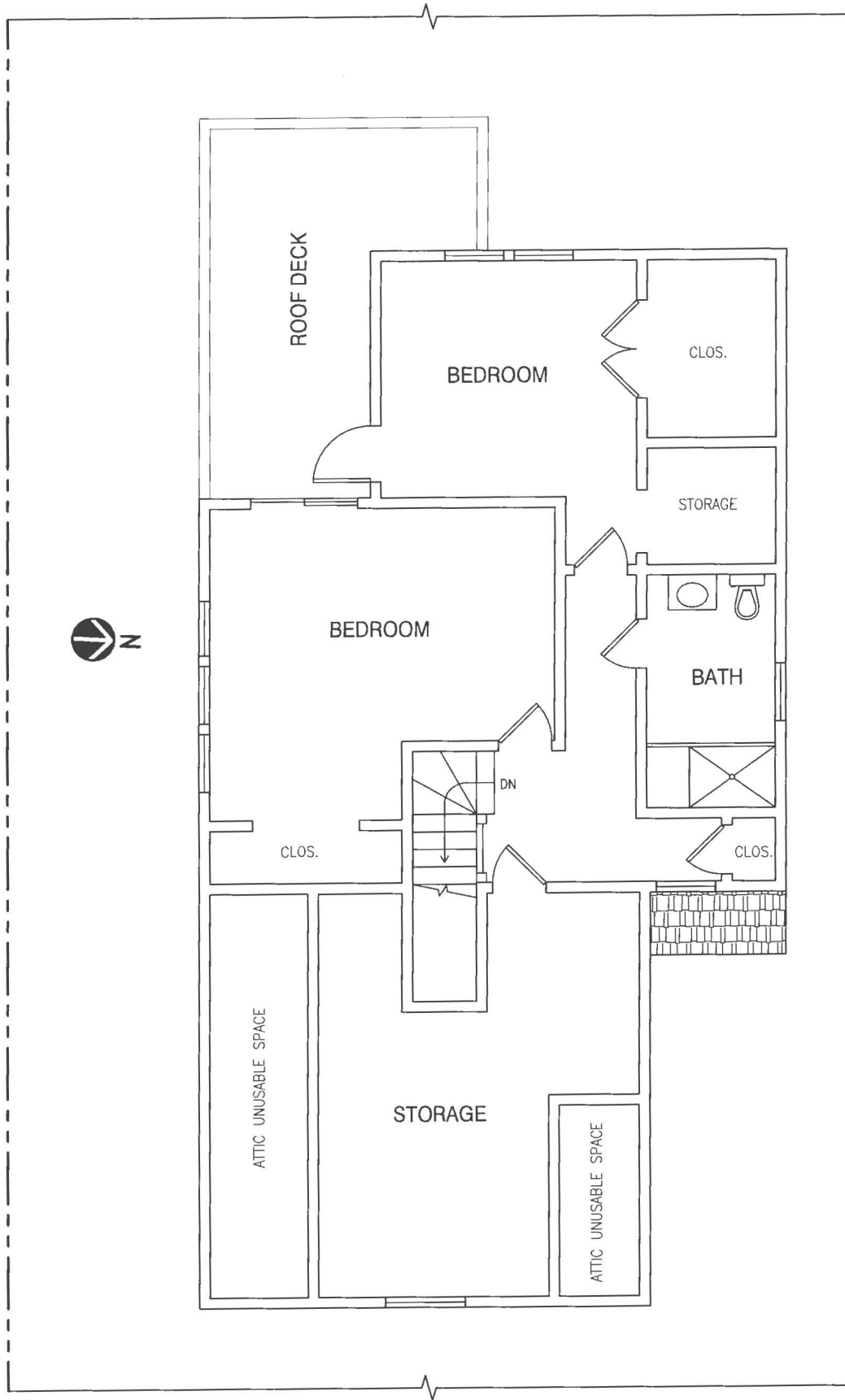


29TH AVENUE

1215 29TH AVENUE - MAIN FLOOR PLAN

PER VISUAL INSPECTION ON 09-27-19

1/4" = 1'-0"

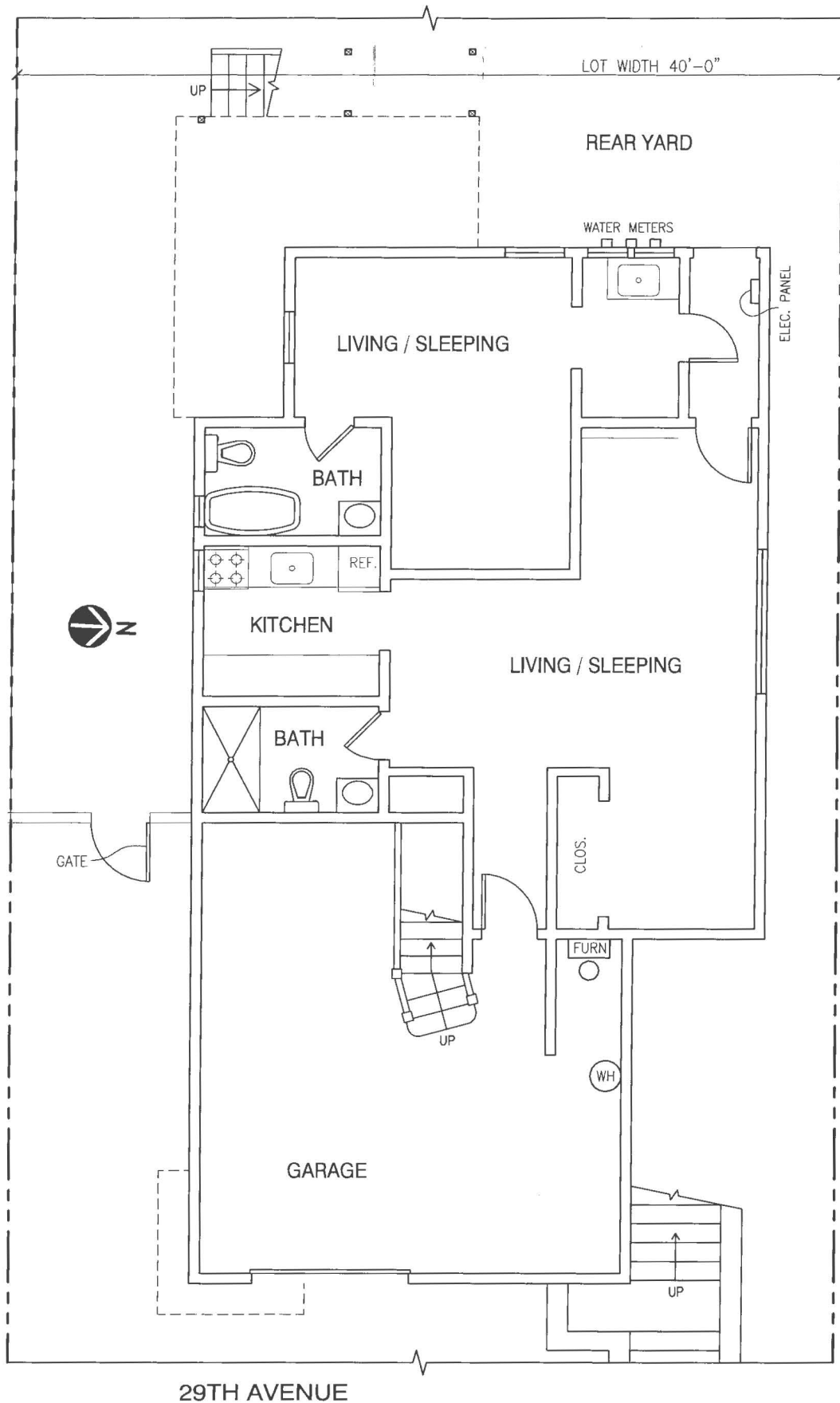


29TH AVENUE

1215 29TH AVENUE - UPPER FLOOR PLAN

PER VISUAL INSPECTION ON 09-27-19

1/4" = 1'-0"



1215 29TH AVENUE - LOWER FLOOR PLAN

PER VISUAL INSPECTION ON 09-27-19

1/4" = 1'-0"

SAN FRANCISCO PLANNING DEPARTMENT RESPONSE
TO APPELLANTS' BRIEF:
BOARD OF APPEALS HEARING TO CONSIDER NOTICE OF
VIOLATION AND PENALTY DECISION

1215 29th AVENUE
PLANNING DEPARTMENT RECORD NO. 2018-008429ENF
APPEAL NO. 20-027
HEARING DATE: JULY 1, 2020

PREPARED BY:
VINCENT W. PAGE II
ASSISTANT ENFORCEMENT PLANNER

I.

RESPONSE TO:

INTRODUCTION AND HISTORICAL BACKGROUND

First, it is not the Planning Department's understanding that a moratorium on the enforcement of the Planning Code against illegal residential units was ever enacted (Exhibit B, p. 3, l. 9). What the responsible party may or may not have been told by a representative of the Department of Building Inspection is immaterial to the issue at hand, as that department is not responsible for the enforcement of the Planning Code.

Second, the responsible party's description of the space behind the garage as having been "finished into two separate rooms including a cooking area in one" is highly inaccurate (Exhibit B, p. 3, l. 6). In fact, each of these "rooms" is an illegal residential unit featuring a full bathroom, with one of the units featuring a full kitchen, and the other a wet bar. Pursuant to the Planning Code's definition for dwelling unit in Section 102, a wet bar is not permitted to coexist in a space having (i) direct access to the street and (ii) a lack of visual, spatial connection to the floor above. The physical condition of the unit having only a wet bar, as well as the condition of the unit having a full kitchen, meets the definition for "unauthorized unit" in Planning Code Section 317(b)(13). Each of these units is physically independent and accessible to the street. Each unit can be accessed without entering another residential unit on the property. The responsible party's description of these two unauthorized, physically independent residential units as "rooms" is highly misleading.

Contrary to the appellants' statement that the responsible party has "cured all other health and safety violations issued by the housing and building department [*sic*] on the property," the

responsible party has failed to demonstrate full cooperation with City departments on property condition issues (Exhibit B, p. 3, ll. 3-12). Of the twenty-six Department of Building Inspection complaints on record for the subject property, seventeen were filed prior to January 1, 2018. In fact, the Department of Building Inspection has been investigating the existence of two illegal residential units on the subject property for more than two decades.

Department of Building Inspection Complaint No. 199923320 was filed on June 30, 1999, alleging the existence of at least one illegal residential unit on the ground floor of the subject property. The complaint resulted in a protracted investigation carried out by the Department of Building Inspection that has yet to be resolved. It was as a result of this investigation that Building Permit Application No. 2005.0215.5502 was filed, six years later, to remove two illegal units (Exhibit M). The plans propose to remove two full kitchens and two full bathrooms, effectively eliminating two dwelling units that were constructed without the benefit of a building permit. It should be noted that the floor plans prepared by Robert Noelke, adviser to Ms. West, represent a condition almost completely unchanged from that which was shown as existing and proposed for removal in the 2005 building permit, which is now expired (Exhibit B, p. 21). In the years following, Complaints Nos. 200451009, 200452627, 200873540, and 200999421 were filed as a result of this permit's expiration. Complaint No. 200451009 alleged an "illegal unit in the single-family dwelling w/out a permit"; Complaint No. 200452627 that "Unit #A and Unit #B . . . are illegal"; Complaint No. 200873540 that there was an "illegal unit in [the] basement/garage"; and Complaint No. 200999421 that there were "two illegal units in [the] basement." Per notes taken by Inspector Coble during a phone call with Ms. West and entered contemporaneously into the Complaint Tracking System on October 15, 2008, Ms. West

stated to Mr. Coble that the corrective work had been completed and that she would get the expired permit, Application No. 2005.0215.5502, renewed. Ms. West was less than proactive in taking the abatement action. Six years later, Building Permit Application No. 2014.1007.8326 was filed to obtain a final inspection for the corrective 2005 permit. This 2014 permit, however, remains incomplete. As declared by Ms. West herself, under penalty of perjury in court on July 3, 2019, “there are two independent units on the ground level of the structure” (Exhibit K, p. 6, ll. 6-7). Given Ms. West’s declaration, it is clear that Ms. West willfully misled Inspector Coble during their telephone conversation on October 15, 2008, when she stated that the corrective work authorized under Building Permit Application No. 2005.0215.5502 had been completed.

The responsible party wishes to confine any discussion of inspections by the City of their property to those carried out during 2018. This is, as discussed above, misleading. During the Zoning Administrator Hearing on November 8, 2019, Ms. West preferred to limit any discussion of inspections by the Department of Building Inspection to those carried out during and after 2014. At sixteen minutes and forty-two seconds into the hearing, Ms. West stated: “The only time I’ve ever had . . . NOVs was [in] 2014 and 2018, and that one in 2019. And that was because the people in 2014 moved into my home without my knowledge . . . In 2018, these people moved in with the intent [to sue], four weeks after they moved in, and they had an attorney, the kind of attorney that goes after landlords” (Exhibit G, 16:42). Ms. West failed to acknowledge that her property has been inspected numerous times, and, moreover, that those inspections occurred during her tenure as owner. The earliest recorded inspection occurred on July 6, 1999, an inspection which resulted in the issuance of a corrective building permit application proposing to remove two illegal residential units. The responsible party wishes to

create the false impression that she has been, and continues to be, harassed by the City as a result of, in her view, spurious, false accusations by former tenants who would wish to do her harm. In fact, the City has for more than two decades been attempting to address the two unauthorized units which the subject property features.

The responsible party gives the false impression that Ms. West discussed “improved spaces,” in the plural, during the Zoning Administrator Hearing on November 8, 2019. In fact, when questioned repeatedly by the Zoning Administrator for further information about the space on the ground floor behind the garage, Ms. West was unequivocal: “It’s just a single room” (21:42). This was not the only time that the responsible party sought to mislead the Planning Department. Throughout the course of the Zoning Administrator Hearing, Ms. West was repeatedly untruthful in her characterizations of the subject property’s physical nature and use. At seventeen minutes and thirty-two seconds into the hearing, the Zoning Administrator sought to clarify the substance of the matter at hand: “The primary issue is [that] it’s a single-family home. It’s a question of, ‘Has an unauthorized unit been added at the garage level’ ” (17:32). Ms. West did not hesitate to answer: “No” (17:40). In a declaration under penalty of perjury filed in the San Francisco Superior Court on July 3, 2019, Ms. West made the following statement with regard to the subject property: “Separate and apart from the main house, there are two independent units on the ground level of the structure” (Exhibit K, p. 6, ll. 6-7). When questioned in court on December 16, 2019, about whether a passageway on the ground floor of the subject property “leads to the two in-law units,” Ms. West answered, “It does” (Exhibit C, p. 156, ll. 2-3). Ms. West then admitted to having designated the two units as Unit A and Unit B, and to having resided in Unit B during April of 2018 (*ibid.*, p. 156, ll. 4-8). In a Declaration of

Landlord for Move-in Eviction, dated August 27, 2018, Ms. West stated that she was “the landlord of a single-family residence located at 1215 29th Avenue” and that she “rent[s] rooms in that residence” (Exhibit L, n.p.). In the same document, Ms. West goes on to say that she was, at that time, “temporarily occupying an illegal unit in the garage of the same house” (ibid.). The declaration was received by the San Francisco Residential Rent Stabilization and Arbitration Board (“Rent Board”) on September 6, 2018.

This was not the first time that the Rent Board had received information that reflected the existence of illegal residential units at 1215 29th Avenue. On March 26, 2011, in Eviction Case No. E150542, the Rent Board received a Report of Alleged Wrongful Eviction from Molly Shere. The premises from which Ms. Shere claimed wrongful notice to quite tenancy were located at 1215 29th Avenue, Apartment A, in a property authorized only for use as a single-family dwelling. When prompted by the report’s form, intended to be filled out by hand, to state the number of residential units located on the subject property, Ms. Shere listed the total unit count as being three (Exhibit H, p. 1). Pursuant to a month-to-month rental agreement between Ms. West and Ms. Shere, the amenities available to Apartment A included a stove and a refrigerator (Exhibit I). This description of one of the two illegal residential units is in keeping with the Planning Department’s records for the subject property, which reflect that one illegal unit has a full kitchen, including a stove, and the other has merely a wet bar.

In Eviction Cases Nos. E141075, E141100, E141124, E141130, all initiated in 2014, various tenants described the subject property to the Rent Board as having two illegal in-law units. In their Report of Alleged Wrongful Eviction, received by the Rent Board on June 12, 2014, Steven and Alanna Van state that the “landlord [is] evicting upstairs (main house) tenants

with no cause” and that “there is an ongoing dispute with [the] downstairs illegal in-law units regarding utilities” (Exhibit J, p. 4). Kevin Raskin, also a former tenant of the subject property, described himself and roommates as having had issues “with other tenants in [the] in-law units about amounts to owe for . . . utilities” (Exhibit F, p. 4). Mr. Raskin and his roommates, Joshua Hewins and Curtis Cochran, were in a dispute with the occupants of the illegal “in-law” units located on the ground level. The Rent Board’s records indicate that it was with Ms. Shere, the occupant of Unit A, and with Stephen and Alanna Van, occupants of Unit B, that Messrs. Raskin, Hewins and Cochran were disputing their utility bills. It was based upon these records furnished to the Planning Department by the Rent Board that the initial Notices of Enforcement and Violation were issued. Given that six people—Molly Shere, Steven Van, Alanna Van, Kevin Raskin, Joshua Hewins, and Curtis Cochran—were residing at the subject property under multiple lease agreements during 2014, the Planning Department was forced to assume that an illegal group housing use, in addition to at least one unauthorized unit, was located upon the subject property. It was for this reason that the Second Notice of Violation listed group housing as one of the alleged violations to be addressed.

II.

RESPONSE TO:

THE NOTICE OF VIOLATION AND PENALTY DECISION
SHOULD BE REVERSED BECAUSE THE PROCEDURES IMPLEMENTED
ON THIS COMPLAINT DENIED OWNERS OF
THEIR DUE PROCESS RIGHTS

The Planning Department provided the responsible party every opportunity to present exculpatory evidence and information. The Planning Department acted in good faith, doing its due diligence in all notification processes. The Planning Department issued the Notices of Complaint, Enforcement, and Violation to an erroneous address because the address of record for the property owner, as provided by the Assessor-Recorder, was incorrect. Recorded Document No. 2018-K611281-00 incorrectly stated the city in which the property owners' post office box is located: the correct city is Los Altos, not Los Gatos. The Planning Department maintains that it was incumbent upon the responsible party to ensure that the information they provide to the Assessor-Recorder is accurate and correct. The Planning Department agreed to re-issue the Notice of Violation as a demonstration of good faith to the responsible party, not because it was required to do so. The appellants' impression that the notification process was not begun "anew" is incorrect. Notices of Complaint and Enforcement are issued as a courtesy—their issuance is in no way required under the provisions of the Planning Code. By re-issuing the Notice of Violation, the Planning Department restarted the enforcement process, providing another fifteen-day period of appeal. The Planning Department acted in good faith, doing its due diligence in all notification processes, and the responsible party was duly notified of the Zoning Administrator

Hearing to consider the Second Notice of Violation.

During the course of the Zoning Administrator Hearing on November 8, 2019, the Zoning Administrator stated to Ms. West that the purpose of the hearing was to get more information before making a final decision with regard to the Notice of Violation. At twenty-three minutes and fifty-eight seconds into the hearing, the Zoning Administrator asked whether Ms. West would be open to the Planning Department conducting a site visit upon the subject property (Exhibit G, 23:58). Rather than replying in the affirmative, Ms. West alternated between outright refusal and hinting that a site visit “might” be an option, were she to be in a better mood. At twenty-four minutes and twelve seconds, Ms. West stated: “How many times does my house have to be inspected? How many times does my house have to be inspected when you have fifty thousand units that have not been inspected?” (24:12). Ms. West grew angry as the discussion continued. At twenty-six minutes and fifteen seconds into the hearing, the Zoning Administrator stated: “But I just wanted to understand, for the purposes of me making a final decision, if you’d be open to a site visit or not” (26:15). Ms. West continued in her protestations as to why, in her view, a site visit should not be required, going so far as to allude that a site visit might unfairly subject her to further enforcement investigations: “The reason . . . that I’m not particularly open to [a site visit], as Mr. Noelke says, you make an inspection, but then the next week somebody calls and says the same thing and you’re gonna [*sic*] have the exact same issue in front of you. And that’s why I’m annoyed with this” (26:32). The Zoning Administrator made very clear during the course of the hearing that a site visit would be extremely helpful in making a final decision. The responsible party repeatedly declined to answer in the affirmative that they would be open to such a site visit.

The responsible party has not demonstrated full cooperation with City departments on property condition issues. In fact, they have a history of misleading both the Department of Building Inspection and the Planning Department with regard to the use and physical nature of the subject property. As discussed previously, the City’s investigation of the subject property for the possession of illegal residential units began on June 30, 1999, when Complaint No. 199923320 was filed. The complainant alleged the absence of a smoke alarm, open electrical outlets, and that “[the] owner goes [in]to tenant’s unit without her permission.” This complaint eventually resulted in the issuance of a corrective building permit, Application No. 2005.0215.5502, which has since expired. With the last status update occurring on November 14, 2014, Complaint No. 199923320 remains open and unabated. Complaint No. 200451009 was filed on June 17, 2004, alleging the existence of an “illegal unit in the single-family dwelling w/out a permit.” The case remains unabated and was referred to the City Attorney on November 18, 2014. Complaint No. 200452627 was filed on August 12, 2004, alleging the existence of “hazardous wiring in Unit A and Unit B,” and that “both units are illegal.” This complaint was abated, perhaps in error, by Inspector Bamberger, Jr., on February 4, 2005. Inspector Bamberger, Jr.’s comment for abatement was as follows: “Abated—no hazardous wiring observed in rear basement rooms.” Inspector Bamberger, Jr. conveniently neglected to mention the two illegal units in his comment, even though both units’ illegality was part of the reason that the complaint was first filed. Complaint No. 200873540 was filed on September 22, 2008, alleging the existence of “[an] illegal unit in [the] basement/garage.” The complaint was abated by Inspector Coble due to the duplicitous nature of the complaint’s substance. Inspector Coble even went so far as to reference Complaints Nos. 199923320 and 200451009—both of which

were at that time, and continue to be, open and unabated—in his comment. Complaint No. 200999421 was filed on April 1, 2009, also alleging the existence of “two illegal units in [the] basement.” Like the one before it, the complaint was abated by Inspector Coble due to its being a duplicate of an existing complaint, Complaint No. 199923320.

Twelve subsequent complaints, Nos. 200922673, 200928357, 200928644, 200929763, 201257709, 201262242, 201453131, 201491321, 201496951, 201401691, 201406961, and 201527461, were filed without reference to any illegal residential units. Then, in 2018 and 2019, a string of nine complaints were filed with the Department of Building Inspection, five of which made reference to an unpermitted space or illegal unit being rented within or behind the garage. These cases were closed or marked abated for reasons that remain unclear. For example, Inspector Osborne did not provide a comment as to why Complaint No. 201876624, which alleged the existence of an illegal unit in the basement, should be closed. The Planning Department was not involved in any of these inspections by the Department of Building Inspection and was not involved in the decisions to close, or mark as abated, the five complaints in 2018 and 2019 that alleged the existence of illegal residential units. It does not appear, from notes entered into the Complaint Tracking System by inspectors from the Department of Building Inspection, that the issue of the illegal units was ever directly addressed during the course of their inspections. The complaints alleging the existence of unauthorized units, filed in 2018 and 2019, that were closed or marked abated, present an anomaly. Their closure is immaterial to the matter at hand. In making reference only to those inspections which she deems to reflect positively upon herself and her conduct, Ms. West wishes to give the false impression that all investigations by the City into the existence of illegal units were closed and marked

abated with no violation found. In fact, the first two complaints which alleged the existence of such units remain open and unabated.

The responsible party received all due process rights throughout the course of the enforcement investigation. Whether or not there is one or two unauthorized units located on the property does not change the substance of the violation. The subject property is authorized for use as a single-family dwelling. Any unauthorized modification to this use is considered a violation of the Planning Code. By upholding the violation in his Decision, the Zoning Administrator was simply finding the subject property to be in violation of the Planning Code and providing additional information as to how such violation might be corrected.

III.

RESPONSE TO:

THE FINANCIAL PENALTIES ASSESSED IN THE DECISION
ARE EXCESSIVE AND UNJUST

The Planning Department has the right to charge fees for “Time and Materials” to recover the cost of correcting Planning Code violations. These fees are not appealable. The Planning Department would be happy to share with the responsible party an accounting of how the fee amount of \$4,935.93 was assessed. The responsible party should be advised that additional Time and Materials fees will continue to accrue until the violation is abated.

The Planning Department maintains that it was the responsible party’s responsibility to ensure that the scope of Building Permit Application No. 2005.0215.5502, filed to remove two illegal dwelling units, be completed. As records obtained by the Planning Department—including Craigslist listings, photographs, and floor plans—indicate, there continue to be two unauthorized units located on the ground floor of the subject property. Regardless of when the illegal units were constructed, it is the responsibility of the property owner to bring the subject property into compliance with the Planning Code.

IV.

CONCLUSION

The responsible party has been repeatedly, demonstrably, and willfully untruthful in their communications to the Planning Department. The truth, which they wish to hide, is that there have been two illegal residential units located on the subject property for decades. Repeated attempts by the City to bring the subject property into compliance were unsuccessful, with the property owner demonstrating a pattern of obfuscation, accusation, and falsehoods to elude enforcement actions by the City on her property. The permitting record for the subject property is more than clear: The corrective permit that was filed in 2005, Building Permit Application No. 2005.0215.5502, expired and the permit filed to obtain its final inspection, Building Permit Application No. 2014.1007.8326, has not been completed. Ms. West herself admitted, under penalty of perjury in court, to the existence of the two illegal units.

V.

SUMMARY OF EXHIBITS

Exhibit A. Cochran, Curtis. Report of Alleged Wrongful Eviction. June 20, 2014. San Francisco Rent Stabilization and Arbitration Board. Case No. E141130. Accessed June 4, 2019.

Exhibit B. Chong, Norman. Appellants' Brief: Appeal No. 20-027. Tarkington, O'Neil, Barrack & Chong, Attorneys. San Francisco Board of Appeals. June 11, 2020.

Exhibit C. DeAlba, Judith. Reporter's Transcript of Proceedings on Monday, December 16, 2019, from 8:53 a.m. to 4:35 p.m. Jennifer Sarkany, et al., Plaintiffs, vs. Christie West, et al., Defendants. San Francisco Superior Court. Accessed June 25, 2020.

Exhibit D. Hewins, Joshua. Report of Alleged Wrongful Eviction. June 20, 2014. San Francisco Rent Stabilization and Arbitration Board. Case No. E141124. Accessed June 4, 2019.

Exhibit E. Transcript of Zoning Administrator Hearing, n.a. November 8, 2019. San Francisco Planning Department. Prepared June 18, 2020.

Exhibit F. Raskin, Kevin. Report of Alleged Wrongful Eviction. June 17, 2014. San Francisco Rent Stabilization and Arbitration Board. Case No. E141100. Accessed June 4, 2019.

Exhibit G. Recording of Zoning Administrator Hearing, n.a. November 8, 2019. San Francisco Planning Department.

Exhibit H. Shere, Molly. Report of Alleged Wrongful Eviction. March 26, 2015. San Francisco Rent Stabilization and Arbitration Board. Case No. E150542. Accessed June 4, 2019.

Exhibit I. Shere, Molly, and Christie West. Month-to-Month Rental Agreement. n.d. San Francisco Rent Stabilization and Arbitration Board. Accessed June 4, 2019.

Exhibit J. Van, Steven and Alanna. Report of Alleged Wrongful Eviction. June 12, 2014. San Francisco Rent Stabilization and Arbitration Board. Accessed June 4, 2019.

Exhibit K. West, Christie. Declaration of Christie West in Support of Opposition to Plaintiffs' Motion to Compel Financial Discovery Responses from Defendant Christie West. Tarkington, O'Neil, Barrack & Chong, Attorneys. San Francisco Superior Court. July 3, 2019.

Exhibit L. West, Christie. Declaration of Landlord for Move-in Eviction. San Francisco Rent Stabilization and Arbitration Board. Case No. M182600. Accessed June 4, 2019.

Exhibit M. Building Permit Application No. 2005.0215.5502. San Francisco Department of Building Inspection. Accessed October 8, 2019.

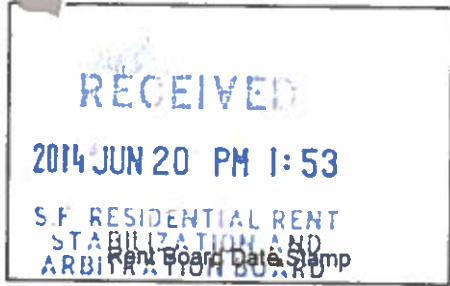
Exhibit N. Craigslist Listing: "\$1,925, 950 ft² – In-law apt." Craigslist.com. Accessed July 8, 2019.

EXHIBIT A

Roger



San Francisco Residential Rent Stabilization and Arbitration Board



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

REPORT OF ALLEGED WRONGFUL EVICTION

↓ Rental Unit Information ↓

1215 29th Ave San Francisco, CA 94122
Street Number of Unit Street Name Unit Number Zip Code

 6
Name of Building Complex (If Applicable) Entire Building Address (lowest & highest numbers) # of Units in Building

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

Move-in Date: 7/1/2013 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No

The rent is paid to (select one): Owner Property Manager Master Tenant Other T. West

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

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

↓ Tenant Information ↓

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

Curtis G Cochran
First Name Middle Initial Last Name

1215 29th Ave San Francisco Ca 94122
Mailing Address: Street Number Street Name Unit Number City State Zip Code
(be specific, e.g. 1, 2, A, B, upper/lower/rear/front)

408-315-2442
Primary Phone Number Other Phone Number

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

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

Primary Phone Number Other Phone Number

↓ Tenant Representative Information ↓ Attorney Non-attorney Representative Interpreter

First Name Middle Initial Last Name

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

Primary Phone Number Other Phone Number

REPORT OF ALLEGED WRONGFUL EVICTION

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

↓ Owner Information ↓

First Name: Christie Middle Initial: B. Last Name: West
 Mailing Address: Street Number: P.O. Box 1106 Street Name: Unit Number: City: Los Altos State: Ca Zip Code: 94122
 Primary Phone Number: 650-823-3025 Other Phone Number:

↓ Master Tenant Information (if applicable) ↓

First Name: _____ Middle Initial: _____ Last Name: _____
 Mailing Address: Street Number: _____ Street Name: _____ Unit Number: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone Number: _____ Other Phone Number: _____

↓ Property Manager Information (if applicable) ↓

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

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

First Name: _____ Middle Initial: _____ Last Name: _____
 Mailing Address: Street Number: _____ Street Name: _____ Unit Number: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone Number: _____ Other Phone Number: _____

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice)

on 6/3/2014 from Christie West
(Date of Receipt of Notice) (First Name) (Last Name)

The eviction notice requires me to vacate my rental unit by: 7/2/2014?
(Date)

Yes, I have included a copy of the Notice to Quit or Vacate with this report.

2. The landlord has orally told me to vacate my rental unit and/or through conduct has tried to make me move out.

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

Please complete the following:

My rent is due on the following date: 6/1, 7/1 My current rent is \$ 900.00

I offered to pay rent. Yes No If Yes, state amount \$ 900.00 and date of offer: 6/1

Did the landlord accept the rent? Yes No If No, please explain briefly:

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

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

If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 days of receiving the Summons and Complaint for Unlawful Detainer.

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

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

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

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

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

Landlord, Christie West, insists that the tenants in illegal units downstairs do not pay their fair share of PG&E. The bill is in my name, however Christie requires that they pay no more than \$40.00 or I face eviction. Furthermore, Christie insists that I now owe another "illegal unit" tenant "Molly" any & all money I've charged her because her Medical Baseline Allowance from PG&E is applied to our bill.

DECLARATION OF TENANT(S)

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

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

Curtis G Cochran
(Print Name)


(Signature of Tenant)

6/13/2014
(Date)

(Print Name)

(Signature of Tenant)

(Date)

(Print Name)

(Signature of Tenant)

(Date)

30-DAY NOTICE TO QUIT

Copyright 2013 Landlord.com

Pursuant to California
Civil Code 1946, 1946.1

TO: Curtis H. Cochran

AND TO ANY AND ALL OTHER OCCUPANT(S), INCLUDING BUT NOT LIMITED TO DOES 1 THROUGH 10, INCLUSIVE.

YOU ARE HEREBY NOTIFIED that your tenancy of the below-described premises is terminated, effective at the end of a thirty (30) day period after service on you of this notice.

The purpose of this notice is to terminate your tenancy of the premises described as:

Address: 1215 29th Ave. Apartment No.: _____
City: San Francisco California, ZIP: 94122

If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you which could include costs, attorney fees and other necessary disbursements, plus California law provides the landlord may recover an additional \$600.00 punitive award for any unlawful detention.

You have a right to an inspection of the premises described above not sooner than two weeks - before termination of tenancy. This inspection is not a final determination of the condition of the premises upon your vacation thereof, nor will it necessarily be the basis upon which the refund, if any, of your security deposit will be made. It will result in written notification to you of conditions then observed by the landlord at the time of inspection that may result in deductions from your security deposit. You have a right to be present during the inspection, but you need not be there if you do not wish to be. If you desire the inspection described above, you must request it. You may request it in writing by mailing your request to the following name and address:

Owner/Agent (name): Christie B West
Address: PO Box 1106
City: Ros Altos California, ZIP: 94023

Tel: _____, or by telephoning the number given here. If you make your request in writing, you must give us a telephone number where you can be reached during the day in order to arrange a mutually convenient date and time. You will be given an additional written notice of intent to enter not less than 48 hours before the agreed date and time for the inspection.

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

DATED: May 29, 2014 *REQUIRED LANDLORD/MANAGER: Christie B West *SIGNATURE REQUIRED
(Signature of Landlord/Agent)

EXHIBIT B

1 Norman Chong (SBN 111439) nchong@to2law.com
2 Joseph D. O'Neil (SBN 226806) joneil@to2law.com
3 Samantha Lewin (SBN 320868) slewin@to2law.com
4 TARKINGTON, O'NEILL, BARRACK & CHONG
5 A Professional Corporation
6 201 Mission Street, Suite 710
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8 Telephone: (415) 777-5501
9 Facsimile: (415) 546-4962

10 Attorneys for Appellants
11 CHRISTIE WEST and TIMOTHY WEST

12 CITY AND COUNTY OF SAN FRANCISCO,
13 BOARD OF APPEALS

14 CHRISTIE BARRETT WEST AND
15 TIMOTHY WEST,

16 Appellants,

17 vs.

18 ZONING ADMINISTRATOR,

19 Respondent.
20 _____ /

21 Appeal No. 20-027
22 Determination No. 2018-008429ENF
23 Subject Property: 1215 29th Avenue

24 **APPELLANTS' BRIEF**

25 Hearing Date: July 1, 2020
26 Time: 5:00 p.m.

27 TO THE MEMBERS OF THE BOARD OF APPEAL:

28 Christie West, on behalf of herself and Timothy West, her son ("Owners") as owners of
1215 29th Avenue appeal from the Zoning Administrator's March 2, 2020 Notice of Violation
and Penalty Decision ("Decision").

RELIEF SOUGHT

1. Reversal of Decision or, in the alternative,
2. Imposition of Penalty Conditions to:

- 1 a. Extend the penalty date for the Decision by a minimum of 6 months after the
2 current Shelter in Place order has been lifted; and,
3
4 b. Reduction of the investigation fee and penalty rate.

5 **SUMMARY OF REASONS OR GROUNDS FOR APPEAL**

- 6 1. Lack of Due Process: significant defects in the enforcement process denied the property
7 owners a fair hearing including inadequate notice and consideration of unreliable
8 information from concealed sources.
- 9 2. Extend the Enforcement Date for the Penalty: The Decision imposes the penalty unless
10 the owners file applications to abate the alleged violation by April 2, 2020. Especially
11 given the shelter in place orders, this has not allowed the Owners sufficient time to
12 reasonably evaluate their appropriate alternative course and to prepare the necessary
13 documentation. Further, either option would impose a severe financial hardship and
14 could render Ms. West homeless.
- 15 3. Excessive Fees and Penalties:
- 16 a. Some of the investigatory fees may have been incurred due to errors in the
17 Department’s procedures and/or associated with unverified “evidence” from
18 unnamed sources. A detailed account of the fees incurred is requested.
- 19 b. Non-permitted construction of the spaces occurred before Owners purchased the
20 property. After the City suspended DBI enforcement of the unpermitted space,
21 Owners understood that they were no longer required to demolish or legalize the
22 space – either course would have been a financial hardship. The penalty is
23 excessive and does not benefit Owners’ role in the alleged violation.
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I.

INTRODUCTION AND HISTORICAL BACKGROUND

In 1982, Christie West and her late, former husband purchased 1215 29th Avenue as their primary residence and place to raise their family. Prior to their purchase, the lower level behind the garage had been finished into two separate rooms including a cooking area in one room.

After many years, the Department of Building Inspection received a complaint about an unpermitted unit in the lower level of the house and a notice of violation was issued. During the handling of this NOV, the Owners¹ were advised that the City and County imposed a moratorium on enforcement on the residential use of unpermitted spaces. Owners cured all other health and safety violations issued by the housing and building department on the property.

During 2018, legal tenants of rooms in the house made numerous complaints regarding conditions on the property directly to the Department of Building Inspections without first requesting repairs from the landlord. The tenants have admitted that these complaints were part of their coordinated plan to cause severe hardship for the landlord and to effectively evict her from her own home. Among the many complaints, the tenants complained that unpermitted space in the lower level was being used for residential purposes. The Housing Inspection Division responded to these complaints which were abated in 2018.

The disaffected tenants vacated the property at the end of October 2018.

Unbeknownst to Owners, someone (presumably the upstairs tenants) also complained about residential use of the unpermitted spaces to the planning department. Presumably, this complaint initiated this Planning Department action characterized by a series of errant communications by the Department which deceptively created the impression that the Owners were ignoring the Planning Department's communications.

¹ In 2012, Christie West deeded title to the property to her sons, but remained the landlord for all purposes.

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- 2/14/19: Notice of Complaint sent to the former address of a former counsel.
 - Issue: single Unauthorized Unit
 - Owners did not receive this Notice and could therefore not respond.
- 7/19/19: Notice of Enforcement mailed to the same invalid address.
 - Issue: single Unauthorized Unit
 - Owners did not receive this Notice and could therefore not respond.
- 9/3/19: Notice of Violation mailed to an unknown post office box in Los Gatos.
 - Issue: single unpermitted, Unauthorized Unit
 - Owners did not receive this Notice and could therefore not respond.
- 9/25/19: In response to discovery in the lawsuit filed by the vindictive former tenants, plaintiffs produced the July 19, 2019 Notice of Enforcement and the September 3, 2019 Notice of Violation. This was the Owners’ first actual notice of the complaint filed with the Planning Department.
- 10/1 and 2/19: Ms. West contacted the Planning Department to explain the lack of notice.
- 10/4/19: Ms. West emails Tina Tam to confirm the Departments agreement to “start fresh” with the violation procedure. The Department does not notify Ms. West that her understanding is incorrect.
- 10/21/19: Second Notice of Violation is mailed to the correct PO Box for Tim West:
 - Issues: Single unpermitted, Unauthorized Unit in the lower level; and alleged “Group Housing” based on room leases for tenants of the house.
- 10/24/19: Request for Zoning Administrator Hearing was made by Ms. West regarding the 10/21/19 Notice of Violation.

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- 11/8/19: Zoning Administrator Hearing: During this hearing, Ms. West produced photographs of the improved spaces and stated that the lower level space was not leased to others but were used by herself as an accessory space primarily for day time use. Ms. West also stated that the Housing Inspection Division had previously investigated and cleared complaints regarding the condition of the rooms leased in the house.

- 3/2/20: Notice of Violation and Penalty Decision was issued more than 100 days after the Zoning Administrator Hearing and cited the following:
 - Two Unauthorized Units in the lower level: purportedly based upon incomplete and potentially biased reporting of post-hearing “evidence” regarding (1) space in the lower floor connected by an interior stair with the house and (2) an advertisement for the legal upper rooms incorrectly attributed to the lower area spaces.

- 3/13/20: Owners timely appeal from the Notice of Violation and Penalty Decision

- 3/16/20: San Francisco Public Health Department Issues its “Shelter in Place” Order which has effectively prevented Owners from obtaining the additional, detailed inspections reasonably necessary to formulate a reasoned and affordable response to abate the alleged violations on the property.

Although Owners continue to dispute the violation, they are willing to undertake appropriate corrective action. Ms. West initiated efforts to address and mitigate the alleged violations upon receipt of the March 2, 2020 Zoning Administrator decision, but she has been hampered by both physical and financial restrictions from actually addressing the alleged violations.

Ms. West is over 70 years of age and the subject property is Ms. West’s domicile and only available residence. Ms. West suffers from a variety of medical conditions which make her

- 1 1. Lack of timely notice resulting from erroneous service of Notices;
- 2 2. Lack of timely notice and specification of alleged violations; and,
- 3 3. Reliance upon post-hearing information of dubious veracity without providing a full and
- 4 fair opportunity to respond.

5
6 It is a fundamental administrative procedural due process right under the State and
7 federal Constitutions that before a government actor can deprive a person of his or her vested
8 property rights, the Owner must be afforded a reasonable opportunity to understand the basis of
9 the governmental action and have a fair and reasonable opportunity to respond to the claim. See
10 for example, *Spanner v Rancho Santiago Community College Dist.*; (2004) 119 Cal.App.4th 584;
11 *Manufactured Home Communities, Inc. v County of San Luis Obispo* (2008) 167 Cal.App.4th
12 705; *Hipsher v Los Angeles County Employees Retirement Assn.* (2018) 24 Cal.App.5th 740,
13 762. Appellant contends that the Zoning Administrator’s Decision should be reversed on three
14 primary due process grounds as noted above.

15
16 First, due to the miscommunications between the Department and Appellants, the initial
17 notices of the Complaint and Violation were misdirected. Normally, a property owner is afforded
18 more complete opportunities to respond to the alleged complaints than was afforded to Owners in
19 this proceeding. The persistent miscommunications created an incorrect impression that the
20 Owners willfully failed to respond to the Department’s Notices. Although the Owners do not agree
21 with the Planning Department’s contentions regarding the violation or the enforceability, they have
22 nevertheless demonstrated cooperation with City departments on property condition issues. The
23 failure to allow additional time resulting from the failed communications may have impacted the
24 inadequate time allowed for the Owners to take action in response to the Zoning Administrator’s
25 decision.

1 Second, the specification of the alleged violations has changed between the earlier
2 though ineffective notice and the final decision. The change in specification of the alleged
3 violation was clearly material. Each of the Notices given to the Owner specified the violation as
4 a single unauthorized unit on the lower level³. The Zoning Administrator’s decision, however,
5 references two unauthorized units on the lower level apparently based on post-hearing information
6 provided by an unidentified (and unreliable) source⁴. Due Process also requires providing a person
7 with an opportunity to confront witness and evidence prior to a governmental taking of property.
8 *Manufactured Home Communities, Inc. v County of San Luis Obispo* (2008) 167 Cal.App.4th
9 705; *Hipsher v Los Angeles County Employees Retirement Assn.* (2018) 24 Cal.App.5th 740,
10 762; Owners were given no opportunity to address the basis for this revision to the Notice of
11 Violation. By imposing a penalty based upon this alleged violation which was only raised in the
12 final penalty notice, Owners were clear deprived of their due process rights.

15 Third, the same “source” apparently misrepresented an advertisement for a legal room in
16 the upstairs area to implicate an alleged occupancy of the ground floor spaces. No such evidence
17 was adduced at the trial of this matter. The referenced advertisement was introduced as evidence
18 regarding a replacement tenant for a legal upper floor room. Ms. West stated during the hearing
19 that the lower level spaces were not rented at the time of the hearing and this “advertisement” is
20 incompetent evidence to the contrary. Further, the decision also fails to note that there is a
21 staircase connecting the downstairs space with the main house⁵. These evidentiary omissions
22 highlight the dangers of relying upon unauthenticated information from undisclosed third parties
23
24

25 _____
26 ³ The October 21, 2019 “Second” Notice of Violation added an alleged “Group Housing” charge based on Owners
27 legal renting of rooms to tenants in the house. Since this alleged violation is not mentioned in the Zoning
28 Administrator’s decision, this claim appears to have been correctly dismissed as unfounded.

⁴ On May 15, 2020, Appellants received the Planning Department file for this Complaint. The file contains no
evidence or reference to any actual source for this misinformation.

⁵ The Zoning Administrator’s decision further suggests that Mr. Noelke presented “contemporaneous” photographs
of the lower level spaces at trial. This was also patently untrue. Mr. Noelke did not testify regarding the lower level
spaces and any “photographs” of those spaces were not contemporaneous with any relevant event.

1 to find a violation without actual evidence and without allowing the Owner a full and fair hearing
2 on the merits.

3 The Zoning Administrator's decision was rendered without affording Owners their
4 constitutionally secured due process rights. Owners respectfully request this Board to reverse the
5 decision of the Zoning Administrator.
6

7 III.

8 **DUE TO OWNERS' PHYSICAL AND FINANCIAL HARDSHIPS, APPELLANTS**
9 **RESPECTFULLY REQUEST THAT THE COMPLIANCE DATE SET FORTH IN THE**
10 **ZONING ADMINISTRATOR'S DECISION BE EXTENDED UNTIL TWO MONTHS**
11 **AFTER THE CURRENT HEALTH EMERGENCY HAS BEEN ALLEVIATED**

12 Prior to the Zoning Administrator's Notice of Violation and Penalty Decision, Owners
13 contested the prior Notices of Violation in good faith. Since the decision of the Zoning
14 Administrator, Owners have been unable to comply with the Decision by the deadline established
15 in the Order. Under the circumstances, it is manifestly unfair to impose penalties on Owners
16 commencing from the original April 1, 2020 deadline.

17 As outlined above, the original decision allowed only four weeks for Owners to retain an
18 appropriate consultant, arrange for inspections, evaluate both the practicality of alternative means
19 to address the alleged non-conforming uses⁶, to evaluate the financial requirements and ability to
20 effect the proposed corrective actions, and prepare appropriate documentation for submission to
21 the appropriate agencies. For Owners to make a reasonable decision on the best potential solution
22 to cure the alleged violation required more time than reasonably allowed by the Decision.
23

24 In any event, Owners had initiated the process for making these decisions when the
25 Covid-19 pandemic struck San Francisco and the shelter in place order was issued. As noted
26

27
28 ⁶ Even the Decision notes that there are several alternative approaches for compliance including various options
from legalization of the spaces as dwelling units to complete demolition of the spaces and removal from housing
use.

1 above, Ms. West who resides at the Subject Property is a person at risk and cannot safely allow
2 persons on the property who are not part of her normal cohort. This has impeded Owners' efforts
3 to have consultant Robert Noelke complete his inspection and evaluation of the viability of the
4 various optional measures for compliance. Most significantly, the ground floor spaces need to be
5 accurately measured and evaluated to determine whether those spaces can be legalized, the scope
6 and cost of any work reasonably required to make the spaces habitable and the probable limitations
7 on the use of the spaces under each proposal option. Finally, the cost and difficult of the potential
8 work must necessarily be weighed against Owners' extremely limited financial capability.
9

10 The impact of Owners' precarious financial condition on their ability to comply with the
11 Decision should not be underestimated. As noted above, Owners have no regular income other
12 than the property and pension/disability payments. Debt service for the property is barely covered
13 by the rent and, in some years, not even covered by the actual rent received. At this point, Owners
14 would have a difficult time paying their consultant(s) to prepare the necessary drawings and permit
15 applications to comply with the Decision. Although compliance is tied to submission of
16 applications for permits and/or Conditional Use Authorizations rather than completion of the
17 permitted work, decision on how to proceed must account for Owners' probable ability (or
18 inability) to effectuate any permitted work and/or modification to the property. Owners are not
19 currently in a position to refinance the property or otherwise obtain loans due to a combination of
20 poor credit and lack of income; however, there is a potential that their credit situation may improve
21 sufficiently to allow refinancing at an affordable rate within the next 60 – 90 days.
22

23 Accordingly, Appellants respectfully request that the compliance date in the Decision be
24 either extended from April 1, 2010 to October 1, 2020, or in the alternative, to a date 45 days after
25 the San Francisco Department of Public Health completely rescinds the restrictions on personal
26 activities occasioned by the Covid-19 pandemic.
27
28

1 In the meantime, Appellants intend to make a good faith effort to advance the above
2 process prior to the hearing of this Appeal, but cannot reasonably risk compromising her health
3 and those of other residents on the property⁷.

4
5 **IV.**

6 **THE FINANCIAL PENALTIES ASSESSED IN THE DECISION**
7 **ARE EXCESSIVE AND UNJUST**

8 Owners contend that the Zoning Administrator’s decision should be reversed due to three
9 due process violations which substantially prejudiced their rights: The Zoning Administrator’s
10 Decision imposes two separate financial penalties: \$4,935.93 for “time and materials” cost
11 associated with the Code Enforcement investigation and \$250/day imposed from the compliance
12 date to the date of actual compliance.

13 In May 2020, Appellant requested the Department’s file on this Complaint including any
14 and all records which would support the time and materials fee assessed. While certain documents
15 related to the investigation were produced, no records were produced which support the means
16 and/or method used by the Department to calculate the fee. Prior to assessing the fee, the
17 Department should have documented the means and method by which this fee was calculated so
18 that Appellant could assess the reasonableness of the imposed fees.
19

20
21 From the records produced, it is apparent that substantial time may have been wasted
22 following inclusive and erroneous tasks. These tasks may include:

- 23
- 24 • The numerous erroneously directed Notices as indicated above;
 - 25 • Reviewing rent board complaints and records for the legal upstairs room; and,
- 26

27
28 ⁷ The Department previously agreed to continue the date of the hearing on this Appeal on similar grounds but rather than request multiple extensions, Appellants propose that the Board of Appeal either fix a new compliance date sufficiently far out to allow for probable mitigation of the Covid-19 pandemic or to tie the new date to a pronouncement by the Department of Public Health that all restrictions related to the pandemic are released.

EXHIBIT 1

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3 Samantha Lewin (SBN 320868) slewin@to2law.com

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10 Attorneys for Appellants

11 CHRISTIE WEST AND TIMOTHY WEST

12 CITY AND COUNTY OF SAN FRANCISCO

13 BOARD OF APPEALS

14 CHRISTIE WEST AND TIMOTHY
15 WEST,

16 Appellants,

17 Vs.

18 ZONING ADMINISTRATOR
19 Respondent.

20 Appeal No. 20-027

21 Determination No.: 2018-008429ENF

22 Subject Property: 1215 29th Avenue

23 DECLARATION OF ROBERT NOELKE
24 IN SUPPORT OF APPEAL

25 Hearing Date: July 1, 2020

26 Time: 5:00 p.m.

27 I, Robert Noelke, declare that:

28 1. I am resident of the City and County of San Francisco over the age of 18 and have
personal knowledge of the matters stated in this declaration except as to matters stated on
information and belief and, as to those matters, I am informed and believe them to be true.

2. I am a former Senior Housing Inspector and former Acting Chief Housing
Inspector for the Department of Building Inspections (DBI) for the City and County of San
Francisco and, since, 2005, have been the owner of Prague Property Management, Inc. The
services I provide to clients include consultation on San Francisco Building, Planning and
Housing Code issues and assistance and consultations relating to legalization and abatement of
non-compliant conditions in residential property in the City and County of San Francisco. I have
qualified to testify as an expert witness in these areas in the San Francisco County Superior
Court on many occasions.

1 3. In the lawsuit brought by certain tenants of the house at 1215 29th Avenue, I was
2 called to testify on behalf of the property owner/landlord Timothy West and his mother Christie
3 West.

4 4. Prior to my testimony, I was informed that there were finished spaces in the
5 ground floor level but did not actually observe or photograph the interior of these spaces. For
6 trial, I prepared schematic diagrams of the reflecting the general layout of the house including
7 the ground floor spaces; however, the diagram of the ground floor spaces was based upon the
8 overall dimensions of the lower level and discussions with others. I did not take or review any
9 photographs of the spaces and have no personal knowledge whether there are, in fact, bathrooms
10 or cooking facilities in the spaces.

11 5. While on the property, I did observe an interior stairway connecting the ground
12 floor space to the main house. Based upon my observation, that part of the lower level would not
13 be “independent” from other living units on the property within the meaning of the San
14 Francisco housing code.

15 6. During the trial, I was not asked to review or testify concerning any photographs
16 of the finished spaces on the ground floor level of the house.

17 7. Prior to the Hearing on the Notice of Violation in this matter, I was retained by
18 counsel for the owners of 1215 29th Avenue to render assistance to the Christie West on behalf of
19 herself and her son as the owner/landlord of the property (the “landlords”) with respect to the
20 hearing, only.

21 8. Following the issuance of the Notice of Violation and Penalty Decision (the
22 “Decision”) regarding Complaint No. 2018-008429ENF, I was again contacted by counsel for
23 the Landlords to assist with the evaluation of the decision and regarding this appeal. I was not
24 retained by counsel to prepare plans and/or applications for permits related to the issues
25 contained in the Decision.

26 9. On or about March 6, 2020, I was separately contacted and preliminarily retained
27 by the Landlords to consult regarding possible alternatives and options for complying with the
28 Decision. Given the timing of the Decision and the amount of work reasonably necessary to

1 submit any permit application, it was unreasonable to expect that a permit application of any sort
2 could have been filed in good faith by April 1, 2020.

3 10. Prior to filing the appeal in this matter, I spoke with my clients regarding the
4 actions reasonably necessary to assist the Owners to evaluate their potential options for abating
5 and alleged non-compliant conditions.

6 11. Among the potential options discussed were:

7 a. Legalization of a portion of the lower level space and obtain a Conditional
8 Use Authorization to remove the remainder from housing use;

9 b. Legalization of an enlarged portion of the lower level space and obtain a
10 Conditional Use Authorization to remove the remainder from housing use;

11 c. Legalization of accessory dwelling spaces on the lower level including
12 necessary permits and a Conditional Use Authorization;

13 d. Legalization of accessory spaces on the lower level which might also
14 require a Conditional Use Authorization to remove the space(s) from housing use;

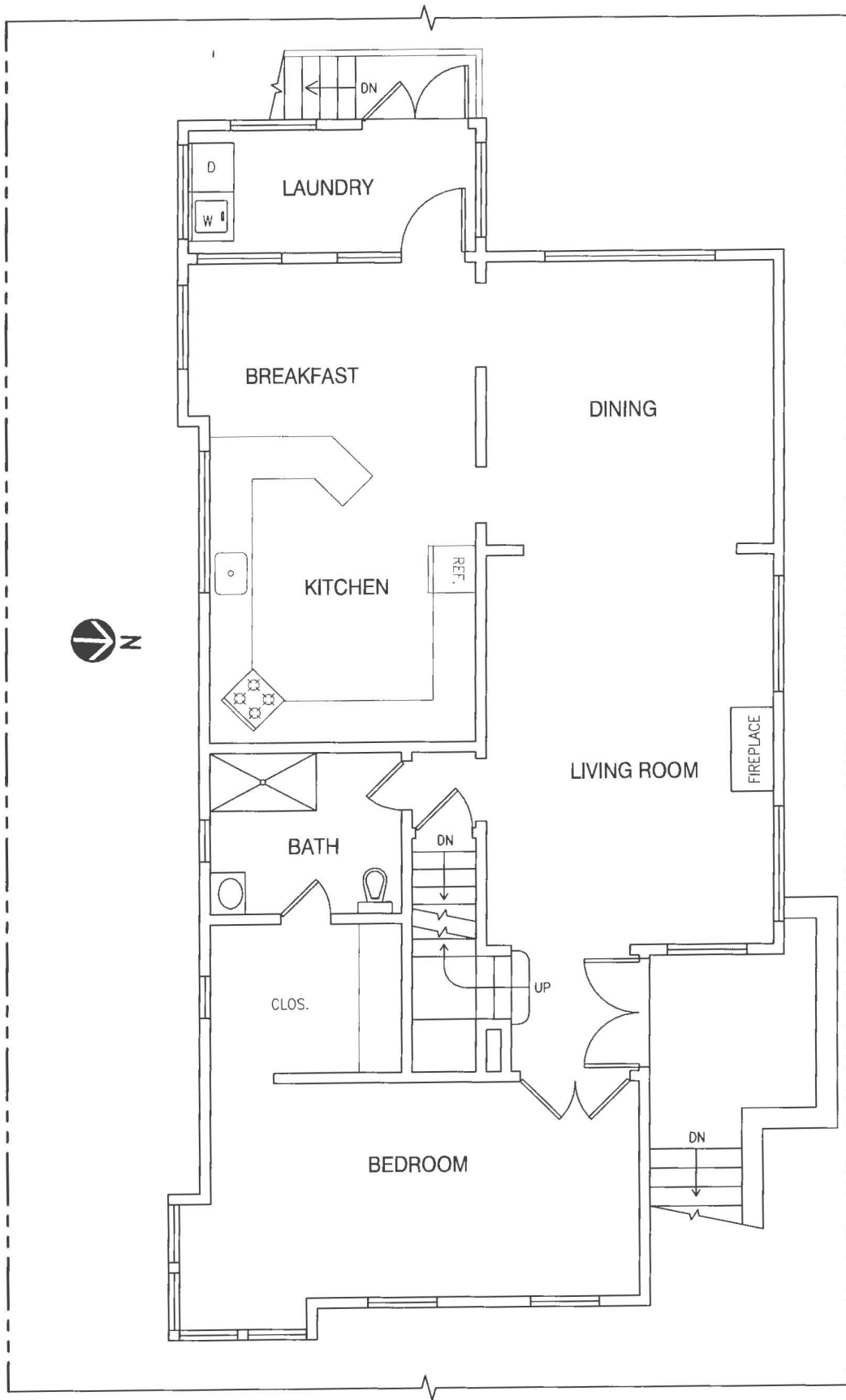
15 e. Complete removal of the lower level spaces from housing use which
16 would require both a building permit for the demolition of the ground floor spaces and a
17 Conditional Use Authorization to remove the spaces from housing use.

18 12. Each of the above options carries specific physical and legal requirements and
19 costs to evaluate, plan and execute.

20 13. In order for the Owners to evaluate their potential options, I was to initially
21 inspect the ground floor spaces during the week of March 16, 2020; however, the City and
22 County issued its Shelter in Place orders before an adequate inspection of the spaces could be
23 completed which would allow me to provide the Owners with sufficient information to
24 reasonably evaluate the costs and probable success of the planned action.

25 14. To date, I have been unable to complete my inspection and evaluation of 1215
26 29th Avenue due to the current SIP orders in effect in San Francisco. I am informed and believe
27 that Christie West resides on the property and may be a person at risk from the Covid-19 virus if
28 improvidently exposed. This has further restricted any opportunity to conduct the reasonable and

EXHIBIT 2

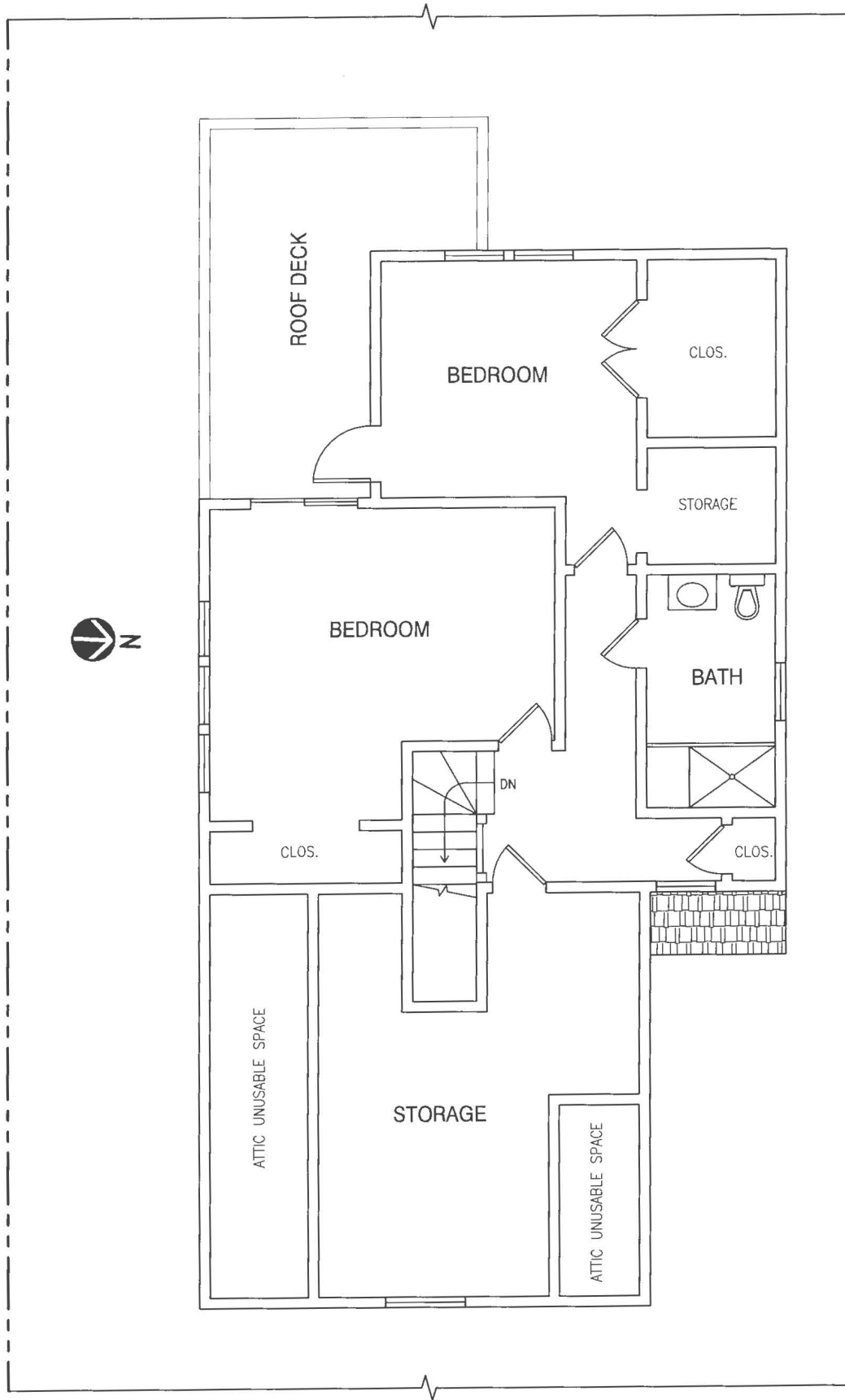


29TH AVENUE

1215 29TH AVENUE - MAIN FLOOR PLAN

PER VISUAL INSPECTION ON 09-27-19

1/4" = 1'-0"

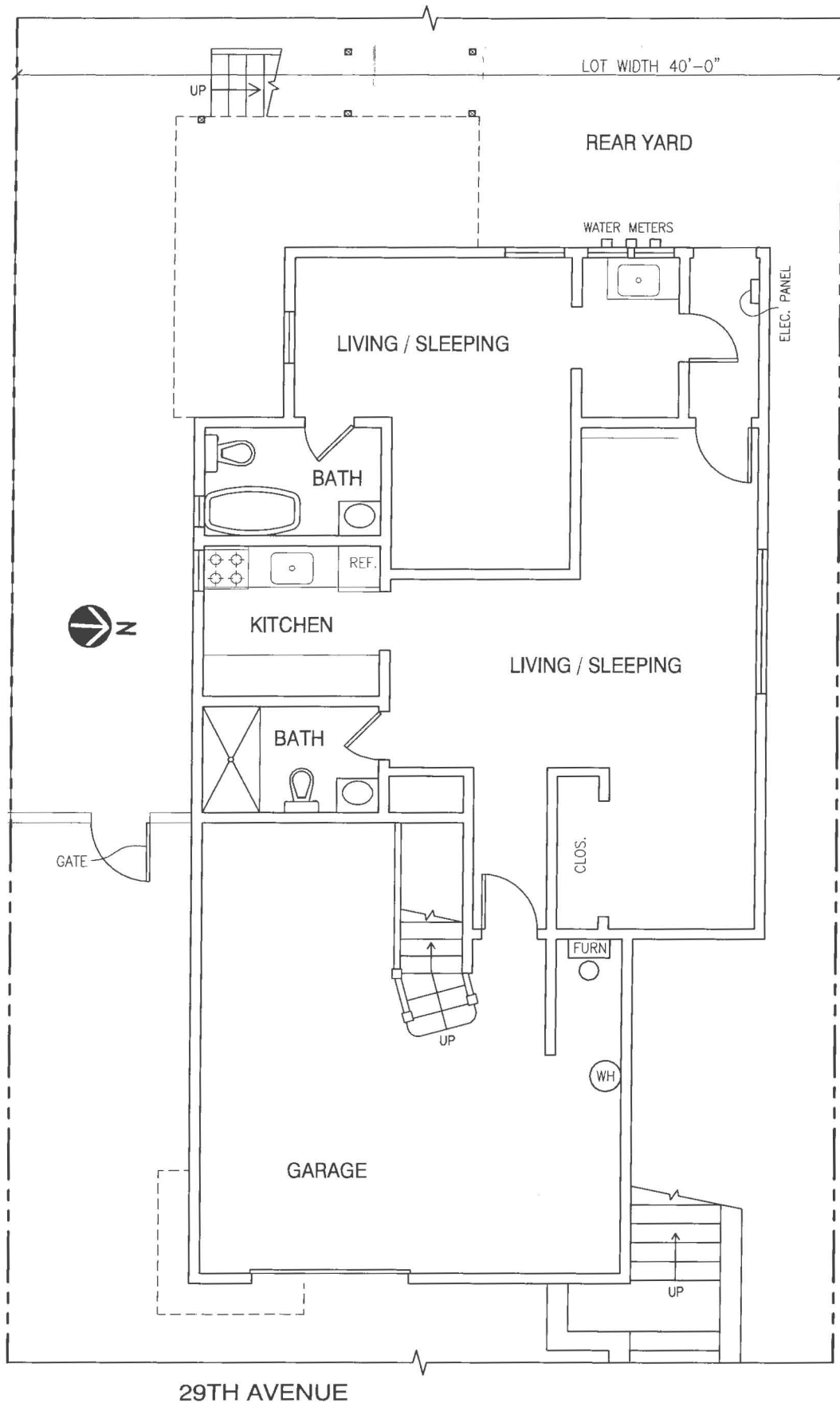


29TH AVENUE

1215 29TH AVENUE - UPPER FLOOR PLAN

PER VISUAL INSPECTION ON 09-27-19

1/4" = 1'-0"



1215 29TH AVENUE - LOWER FLOOR PLAN

PER VISUAL INSPECTION ON 09-27-19

1/4" = 1'-0"

EXHIBIT C

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

3 Department 220

4 HONORABLE KATHLEEN A. KELLY, PRESIDING

5 JENNIFER SARKANY, et al.,

6 Plaintiffs,

7 vs.

No. CGC-18-571355

8 CHRISTIE WEST, et al.,

9 Defendants.

10 _____/

11
12
13 REPORTER'S TRANSCRIPT OF PROCEEDINGS

14 Monday, December 16, 2019

15 8:53 a.m. - 4:35 p.m.

16
17 JOB NO. 4982WES

18 JUDITH A. DeALBA, RMR, CRR, CCRR
19 CSR #5709
20
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1 Q. Yes.

2 A. The grass was cut on many occasions.

3 Q. Okay. Well, you've seen the photos -- let's
4 just turn to Exhibit 37. Plaintiffs' -- actually, I
5 think the photos have been blown up.

6 Right?

7 MS. STRAZZO: (Nods head up and down.)

8 MR. HOOSHMAND: We made them larger.

9 Q. Take Binder 3 and go to 163.

10 A. (Witness complies.)

11 Q. Okay. Do you have it?

12 A. I do.

13 Q. Is it in? I believe it is.

14 This was a photo taken by the Department of
15 Public Health in April of 2018.

16 And let's do this first. You see this door
17 over here (indicating) on the right-hand side of the
18 photo?

19 A. I do.

20 Q. Okay. That door goes to your unit where you
21 were staying. Right?

22 A. No, it does not.

23 Q. Where does that door go?

24 A. It goes to the hallway.

25 Q. Does the hallway go to where you were staying?

1 A. Eventually.

2 Q. Okay. So this leads to the two in-law units?

3 A. It does.

4 Q. And you designated them A and B. Right?

5 A. Correct.

6 Q. Which unit were you staying in in April of
7 2018?

8 A. B.

9 Q. Now, did you ever come in the backyard and see
10 these conditions?

11 A. No.

12 Q. Do you doubt that these conditions existed in
13 April?

14 A. Well, there's pictures of them. So obviously,
15 I don't doubt the veracity of the pictures.

16 Q. Okay. And so did you ever send Jose to the
17 backyard to look at the conditions prior to April 30th,
18 2018?

19 A. That's a really good question because I thought
20 about this. Because the yard now -- we have pictures
21 now showing the yard to be really beautiful now that
22 Jose has taken over the yard.

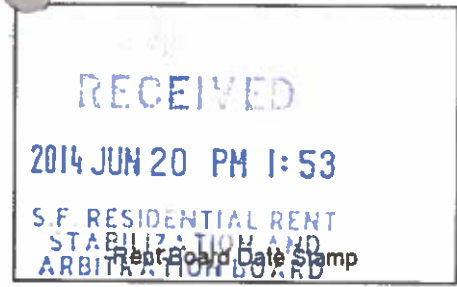
23 And prior to Jose taking over the yard, the
24 plaintiffs had agreed to take over the yard. So for my
25 money, this is the plaintiffs' work, not Jose's lack of

EXHIBIT D



San Francisco Residential Rent Stabilization and Arbitration Board

Roan



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

REPORT OF ALLEGED WRONGFUL EVICTION

↓ Rental Unit Information ↓

1215 29th Ave San Francisco, CA 941 22
 Street Number of Unit Street Name Unit Number Zip Code
 Name of Building Complex (If Applicable) Entire Building Address (lowest & highest numbers) # of Units in Building
 Was the building constructed before June 13, 1979? Yes No Don't Know Foreclosure on property? Yes No
 Move-in Date: July 12, 2013 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No
 The rent is paid to (select one): Owner Property Manager Master Tenant Other _____
 This household includes children under 18. Yes No The number of school aged children (grades K-12) is: _____
 Please list the case numbers of prior relevant Rent Board petitions: _____

↓ Tenant Information ↓

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

Joshua L Hewins
 First Name Middle Initial Last Name
 1215 29th Ave San Francisco CA 94122
 Mailing Address: Street Number Street Name Unit Number City State Zip Code
 (916) 832-1181
 Primary Phone Number Other Phone Number

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

2nd Mailing Address: Street Number Street Name Unit Number City State Zip Code
 Primary Phone Number Other Phone Number

↓ Tenant Representative Information ↓ Attorney Non-attorney Representative Interpreter

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

↓ Owner Information ↓

First Name: Christie Middle Initial: B Last Name: West
 Mailing Address: Street Number: PO Box 1106 Street Name: Los Altos Unit Number: CA City: 94023 State: CA Zip Code: 94023
 Primary Phone Number: (650) 823-3025 Other Phone Number:

↓ Master Tenant Information (if applicable) ↓

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

↓ Property Manager Information (if applicable) ↓

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

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

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

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

- 1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice) on 6/3/14 from Christie West
(Date of Receipt of Notice) (First Name) (Last Name)
 The eviction notice requires me to vacate my rental unit by: 4/2/14
(Date)
 - Yes, I have included a copy of the Notice to Quit or Vacate with this report.
- 2. The landlord has orally told me to vacate my rental unit and/or through conduct has tried to make me move out.
 - Yes, I have included a true statement fully describing the basis for my claim on page 4.

Please complete the following:

My rent is due on the following date: 7/1/14 My current rent is \$ 800.00

I offered to pay rent. Yes No If Yes, state amount \$ 800.00 and date of offer: 6/1/14

Did the landlord accept the rent? Yes No If No, please explain briefly: _____

I have vacated my rental unit. Yes No If Yes, state date of move-out: _____

An Unlawful Detainer (eviction) action has been filed in Superior Court: Yes No
 If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 days of receiving the Summons and Complaint for Unlawful Detainer.

Do you live in the same unit with the owner? Yes No
 If Yes, use the space provided on page 4 to describe the unit and state whether there are other occupants in the unit.

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

30-DAY NOTICE TO QUIT

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Pursuant to California
Civil Code 1946, 1946.1

TO: Joshua L. Hewins

AND TO ANY AND ALL OTHER OCCUPANT(S), INCLUDING BUT NOT LIMITED TO DOES 1 THROUGH 10, INCLUSIVE.

YOU ARE HEREBY NOTIFIED that your tenancy of the below-described premises is terminated, effective at the end of a thirty (30) day period after service on you of this notice.

The purpose of this notice is to terminate your tenancy of the premises described as;

Address: 1015 27th Ave, Apartment No.: _____
City: San Francisco, Ca, California, ZIP: 94132

If you fail to quit and deliver possession, legal proceedings will be instituted against you to obtain possession and such proceedings could result in a judgment against you which could include costs, attorney fees and other necessary disbursements, plus California law provides the landlord may recover an additional \$600.00 punitive award for any unlawful detention.

You have a right to an inspection of the premises described above not sooner than two weeks - before termination of tenancy. This inspection is not a final determination of the condition of the premises upon your vacation thereof, nor will it necessarily be the basis upon which the refund, if any, of your security deposit will be made. It will result in written notification to you of conditions then observed by the landlord at the time of inspection that may result in deductions from your security deposit. You have a right to be present during the inspection, but you need not be there if you do not wish to be. If you desire the inspection described above, you must request it. You may request it in writing by mailing your request to the following name and address:

Owner/Agent (name): Christie B West
Address: PO Box 1106
City: Ros Altos, California, ZIP: 94023

Tel: _____, or by telephoning the number given here. If you make your request in writing, you must give us a telephone number where you can be reached during the day in order to arrange a mutually convenient date and time. You will be given an additional written notice of intent to enter not less than 48 hours before the agreed date and time for the inspection.

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

DATED: May 29, 2017 ^{*} REQUIRED

LANDLORD/MANAGER:

Christie B West
(Signature of Landlord/Agent)

^{*} SIGNATURE
REQUIRED

EXHIBIT E

November 8, 2019

Zoning Administrator Hearing

1215 29th Avenue, Complaint No. 2019-006459ENF

San Francisco Planning Department

Mr. Teague: I will call to order this Zoning Administrator enforcement hearing and note that the date is November 8th, 2019. This is in reference to the Notice of Violation issued on October 21st for 1215 29th Avenue for an unauthorized dwelling unit and potential group housing in the main unit. The purpose of this hearing is somewhat informal but gives an opportunity for the property owner to provide any additional information or documentation they'd like to help me make a final determination as to whether or not there is a violation on the site. It's also an opportunity for the public to speak on the matter, I'll make a note for the record that at this point there are no members of the public here for the hearing at this time. So just briefly again, the Notice of Violation is predicated on a complaint that was received—thank you—

Phone rings.

Ms. West: High honey, sorry, can I call you right back? I'm in a hearing about the house. I'll call you right back. Sorry, I didn't know my phone was on.

Mr. Teague: Sure. Again, we received the complaint—there's been a history of unauthorized units and complaints on the site and permits to those effects in the past. There's also, then, public documentation with references to those units and that use on the site. I do understand that there were also complaints filed with the Department of Building Inspection and that they came out and did one or more inspections for their purposes for determining whether or not there was a violation under the Building Code. Obviously, we are here because we are working through the process for a potential violation of the Planning Code, which is a different code, a different process—

Ms. West: Excuse me, I don't want to—

Mr. Teague: That's OK, you're going to have your time, sorry. And, so, my

understanding is that based on the information we had, we've requested a site visit and that was declined. And, so, based on the information we had, that's why the Notice of Violation was issued. So, for today, again, the purpose is to give you guys an opportunity to provide more comments or documentation. So, I don't know if any members of the public are going to show up, but if they do, they'll have the opportunity to speak as well. So, if we can just do a brief round of introductions so we all know who we are, and then I'm going to open it up and give you guys initially ten minutes to provide any additional information. We'll give time for members of the public to speak too if they, if they show up. My name is Corey Teague, I'm the Zoning Administrator.

Ms. Tam: I'm Tina Tam, Code Enforcement Manager.

Mr. Page: Vincent Page, assigned Enforcement Planner.

Mr. Noelke: I'm Bob Noelke, a consultant.

Mr. Fong: Norman Chong, attorney for Ms. West.

Ms. West: Christie West.

Mr. Teague: Thank you. So with that, I'm going to turn it over to you guys and you'll just have a ten-minute period to have you guys provide more feedback.

03:28 – *Ms. West:* I would just like to say, DBI has not been involved in this at all with regard to these, um, to the day room downstairs and to the upstairs room, with the exception of the fact that the upstairs room, Don Osborne was asked by Ramsey Abouremeleh and Jen [*sic.*] Sarkany and the people who are involved in this spurious lawsuit to make an NOV, and he declined because the room, he felt, was legal, which it is. I have the measurements here, and pictures of the room. But DBI was never involved at any time before that. Mr. Noelke has the

various times that the house has been inspected, as I—because my objection has been that the house has been inspected and any time there’s a vulnerability on the part of myself or my sons who are the owners of the house, on deed, people of, whatever stature they may or may not be, make complaints. And in, with regard to this, I’m involved in a lawsuit with professional tenants who have, who moved in with the intent to sue me. They moved in with that intent in 2014, and they have done the same thing in 2018. It’s the only two times, um, and that’s the only two times that I’ve actually had problems. The rooms downstairs came with the house, I have never—this, this letter, unfortunately, says that it’s alleged that I did work on the house, which has never been proved. There’s no—this letter is full of accusations. There’s no proof of any of this, there’s nothing that says, “On such and such a date, these people said that they did work.” There’s never been work done on these rooms except for paint. And, which does not constitute construction of any kind. And, there’s never been any work done. They’re day rooms where I sometimes go with my dogs. And they are not for profit. People make all types of accusations when they want to do harm. Especially when there’s money involved, which, unfortunately, the City thrives on going after owners—it’s—which is a fairly well-established fact at this point in time in San Francisco.

Gestures to printed photograph.

So, we measured this, the room upstairs, which Don Osborne refused to do an NOV, as I said, and it is eighteen point six, I mean, eight point six inches high [*sic.*], which meets the, um—

Mr. Teague: Minimum ceiling height.

Mr. Noelke: Minimum ceiling height.

Ms. West: Thank you. I’m not, fortunately, thank god I’m not into this “living,” because

I would be very terrible at it. And, um, I brought the pictures to show the room as how we keep it. And, it's, uh, nine point two inches wide, and nineteen point eight inches long, and it fits—

Mr. Teague: Which room is that?

Ms. West: That's the upstairs room. And the room downstairs is seven point four inches high, I believe, at its highest point, but it's just a room that's been there since I bought the house. And it's never been, it's cement floors, so it's never been used for anything other than a day room.

Mr. Teague: Is this, is this where the garage is, or behind the garage?

Ms. West: Yeah, it's the, it's the room that's adjacent to the garage.

Mr. Teague: OK.

Ms. West: And that's the room that's been referred to in this letter ad nauseum, and the letters that were, that I did not receive, were because, unbeknownst to me, this El Camino address was put in there, by, I guess, a former attorney, and when he moved, he did not change my address, which I did not know was my address. But my son, who is the owner on deed, that was never his address. And there's a second address on there. The letter was sent to two women that have never lived, never lived at my, at my house—some woman named Pamela Bar, or Patricia Bar, or somebody Bar. They were sent to 1215 29th Avenue, and my question was, and my question was why—and Ms. Tam was kind enough to rescind all of that. But there's constant reference to these February, March, April, June, July letters that I never received, nor did my son. So, now, P.O. Box 1106, Los Altos, is now part of the record, so that,

Addressing Ms. Tam.

Thanks to you, which, um—and I do not do well on the phone because my voice sounds

like gravel gurdy to begin with. I just have a very low voice. And on Bluetooth, apparently, I don't sound, I sound even worse. But I have no way of knowing that, I can't ascertain how I sound on the other end. So, I just did the best I can with this. But, what my complaint is, is that my house has been inspected ad nauseum, and I have passed all the inspections. I do not want another inspection, because I have done no work, except for paint. And, Joe Donahue, god rest his soul—I guess he died two weeks ago—which, he was going to lend his voice because he was in retirement and died. But Residential Builders was very, very instrumental in helping me, and they came out, the City came out, inspected my home, I passed, it's not my fault if the City loses my inspections. So Bob, fortunately,

Referring to Mr. Noelke.

Has found these inspections, and I passed them. So, I mean, how many freakin' inspections are you all gonna do? There's fifty thousand units in the City. When you do that many inspections for the other fifty thousand, you can come every day to my house. But you've gotta do that many inspections for the other fifty thousand first. And that's how I feel, and I don't feel a little strongly about that, I feel very strongly about that. I'm being singled out, and I don't like it. The fact that these people think that they can just come in, move into my home, sue me—and it's becoming obvious, thanks to the great legal team that my insurance company has provided me, um, it's showing that they're doing this with intent. Just to get money, just to get money, not because I was good, bad, or indifferent, just to get money. I mean, I'm on the edge now, because I'm sick of this stuff. I didn't move to San Francisco, I didn't buy a house in San Francisco, so that people could come and do this. It's just, I mean, it's ridiculous. But, be that as it may, and I think that the pendulum is probably starting to turn the other direction, um, that

doesn't mean that people get to do that just because they feel like it. I, I am ignoring the OMI because they're saying it doesn't exist. Well, so am I now. And that's how I feel about this. This is ridiculous, totally ridiculous. So, um, you know, I've had a back fusion, I got hit by a car, I had my hip replaced, all in a two-year period. That's where my focus is, making sure that I stay healthy. And I can't do all this and, and—stay half-way sane with doing this crap all the time. And that's what these people did to me—they did to me on almost a daily basis. And if Don Osborne, who was part and parcel with this junk, if it hadn't been for Jose Lopez, his supervisor who came in and abated all this crap, that they did and got rid of the NOVs, if Don Osborne refused to do an NOV for this room, I guarantee this room is legal. Because, he did an NOV for the fireplace, he did an NOV for the caulking, he did an NOV for the refrigerator, which is still in the home, which Jose Lopez and Alan Davidson threw out, they threw out almost all the NOVs that Don Osborne put in place. So, my feeling is, if I passed all these inspections, at what point does the City stop harassing me? Because I'm at the point, now, were I feel I'm being harassed. And that's—I'm tired. I don't want to be singled out by the City anymore. Just because somebody picks up the phone and says, "Oh, this is happening, this is happening, this is happening," I understand where it's incumbent upon the City to, to, to make calls, but not the right, th—I mean—this,

12:45 – Gesturing to the Notice of Violation.

This took a long time to write this letter. And to call me out and to say this and to say that, and to say this, but—where did this alleged "construction" come from? There's no, there's no construction done on my home. I've never, I've never had construction done on my home. And, and by whom? It's never, it doesn't say anything—if someone had said, "King

Construction, nineteen-blah-blah did this construction,” then I’d say, “Gee!” But there’s nothing, “Alleged construction.” All this is cloaked in this mysterious language that I don’t—not only do I not agree with it, I don’t appreciate it. And, it’s, it’s just not straightforward. It doesn’t show anything. And, these pictures, I think, show that there’s nothing going on. And I’m not, I am not gonna, no one asked me, said that an inspection was refused. No one asked me to come out and look. I said, “Go inspect the other fifty thousand that haven’t been inspected eighteen times, like my house has, and then you can come out and look.” But, I mean, how many times you gonna look at my house, and find the same thing—nothing? I think my house has been inspected enough times. This is America, it’s not Moscow, it’s not Beijing, I mean, come on. So, there you go.

Mr. Teague: OK. Thank you for that—

Ms. West: Well probably not, but there you go.

Mr. Teague: It’s just, I—I do have a few questions, just to—

Ms. West: Sure.

Mr. Teague: —follow up. I mean, I wanted, again, to clarify that the letter is intended to document the process that we’ve gone through. So, even though you might not have received the other letters, we need to document that we sent them, that’s why we need to keep that information in the letter.

Ms. West: Ad nauseum.

Mr. Teague: We sent what we sent. So, I mean, every time we sent one, we need to document that we sent it.

Ms. West: Well, believe me, it’s documented.

Mr. Teague: It is, and that is standard. And so, you did mention that DBI hasn't been involved in this issue, but there's been a lot of inspections—when were those inspections—

Ms. West beginning to verbalize protestations.

Ms. West: The reason that there was so many inspections was that these tenants, the professional tenants, to try and bolster and make a case, instead of coming to me, which is the law, and telling me they had repairs needed, which they did not, they only had repairs needed on one occasion. I am famous for doing repairs “yesterday.” If someone needs something, and that's been well documented by testimony of other tenants.

Mr. Teague: When did these inspections happen?

Ms. West: This is what I'm trying to answer. Instead of coming to me, which is the law, they went directly to the Department of Building Inspection, which is not the law. That is not the way it works. So they went directly to the Department of Building Inspection to have an inspector come out, who was Don Osborne. Don Osborne is no longer allowed to come to my house without a supervisor, because he came out so many times. The last time, he sneaked into my home, while I was home, and sneaked in the back door, and the NOV that he issued was abated immediately because, number one, I was at home, and number two, his behavior was finally put on the carpet. That's why there were so many DBIs NOVs.

Mr. Teague interrupting.

Mr. Teague: When are we talking about here?

Ms. West: The entire year, the entire year that—

Mr. Teague interjecting.

Mr. Teague: Twenty—

Ms. West: —two eighteen, twenty-eighteen. And part of twenty-nineteen. One time in twenty-nineteen he finally got caught, and was put on the carpet, and is no longer allowed to come to my home. The only time I've ever had DBI and NOV's was two thousand fourteen and two thousand eighteen, and that one in two thousand nineteen. And that was because the people in 2014 moved into my home without my knowledge, I just found out, I found out belatedly they were living there. In two thousand eighteen, these people moved in with the intent, four weeks after they moved in, and they had an attorney, the kind of attorney that goes after landlords.

Mr. Teague: Another quick question—point of clarification—for our NOV, I don't believe we're referencing any kind of unpermitted construction per se, this is more related to how the home is being used, as we may—

Ms. West interrupting.

Ms. West: Not—uh, I don't know where I can find it, I'll have to read the whole damn thing all over again, but there's, it's alleged there was construction, though.

Mr. Teague: The primary issue is, it's a single-family home. It's question of, "Has an unauthorized unit been added at the garage level" —

Ms. West: No.

Mr. Teague: —or, and or, is the home being used as a group housing use, instead of a single-family home?

Ms. West: No.

Mr. Teague: Those are the two issues we're trying to address.

Ms. West: I can rent up to five homes, five rooms.

Mr. Teague: Five rooms, up to five unrelated persons, right. So that's what, that was

leading to my next question, which was, right now, how many tenants are in the home?

Ms. West: Two.

Mr. Teague: Two. And, how many bedrooms are actually in the home?

Ms. West: Four.

Mr. Teague: Four? OK.

Ms. West: I sleep in one of them, I hope that's still OK.

Mr. Chong, attorney for Ms. West, interjecting somewhat inaudibly.

Mr. Chong: There's three bedrooms . . . and an office.

Ms. West: Yeah, there's three bedrooms and an office room. So, and I rent two of them.

I rent two bedrooms and I sleep in one.

Mr. Teague: So, you're the primary resident of this home, and you rent out other rooms,

Ms. West: Two.

Mr. Teague: Two bedrooms—

Ms. West: And I can rent up to five before it becomes a hotel or is considered group housing.

Mr. Teague: And where, this garage level rooms, right now you have a garage where you can pull in and there's a garage, where is this room in relation to the garage itself, is it behind it?

Ms. West: It's adjacent to the garage.

Mr. Teague: Adjacent. Set off to the side?

18:51 – Ms. West: No. You just go through the garage and there's a door and it's right there.

Mr. Teague: OK, so it's behind, it's behind the garage. Thank you. Um, and so, from the inspections, I mean, it sounds like you've had a lot going on this property over time, it's understandable. You know DBI, when they do their inspections, they're very specifically looking at Building Code issues, life safety issues, righty, it's a very different issue from what we have here. We're clearly not, this is not part of any kind of City-wide sweep for illegal units, right, from us—we are, we are complaint-driven, and we respond to complaints. And that's why—

Ms. West: And I understand that. The problem is that this complaint—

Mr. Chong murmuring indistinctly.

Mr. Teague: We can't—right. But we look at complaints from, on a neutral basis, right. When we get a complaint, we have to see if there's any additional evidence of documentation to support that, um, that exists, kind of, in the public record or is publicly available, and then we also contact the property owner for additional information and clarification there—

Ms. West: And I respect that.

Mr. Teague: And when we have, you know, enough information available that warrants a site visit, so we can, just, confirm the conditions of the site, that's when we ask for that. And that's what would be helpful in a case like this, understanding that you've been through other inspections, um, but, those inspections are not actually relevant to the job that we're required to do.

Ms. West: Of course they are. Of course they're relevant, because they're the exact same issue, and, on top of that, this complaint was made by the person who was suing me, and his attorney, good old Mark Hooshmand, who wants to make sure that I (a) go bankrupt, that I (a) go

nuts, if possible—if I'm not already there—and I am tired of nay, naysayers getting the upper hand, being allowed to do this just be making a phone call.

Mr. Teague: And I—I understand that. We can't necessarily, we have to look at that neutrally. Just because there is a private relationship between the complainant and the property owner, that doesn't mean that there may not be a violation. We have to go through the process like we would for any other, any other complaint. That doesn't mean that any issues you may have with the complainant aren't valid or true, we don't, generally, become too involved in that—those are civil matters. We are just investigating the violation as we would any other violation. Just to be clear, so, the room behind the garage—

Gesturing to the photographs.

Can I take a quick look, I see. Is it just a single—

Ms. West: It's just a single room.

Mr. Teague: Are there any, you know, kitchen facilities at all down there?

21: 48 – Ms. West: There's no, there's a sink.

Mr. Teague: A sink? OK. Alright, so, and is this one of the rooms that's rented out separately?

Ms. West: No. The rooms that are rented are upstairs.

Mr. Teague: Is this a room that you have for your own—

Ms. West: For my own. You know, because, the thing is, is that sometimes I like to be down there so that I don't walk up and down the stairs fifty-five times because I did have my back fused, I did have my hip replaced, fortunately, by Ken Hsu, who operated on Joe Montana's second operation, which was the successful one. And, just as I was healing, I got hit by a

freaking car when I was waiting for a parking place. Someone fell asleep and ran into my, going forty. And, um, I had to start my rehabilitation all over again. So, bad for me, I mean, good for Uber Eats' pockets, but bad—if I had to do it all over again, I'd give up the, and who knows if I'm ever going to settle anyway. But the thing is, is that, that's why I had to move upstairs because, if I'm housebound, I have one great big floor. So, that's one of the reasons that I took the upstairs, because I couldn't manage to stay downstairs all the time. So, I go downstairs, I get to be down there with my dogs, who are also old as the hills—I have one dog that has, you know, cancerous tumor and I'm staying—I can't even talk about that.

Clears throat.

It's just, it's good for me to be able to be with him, with my other two dogs who are also old as hills. I had a rescue for American Eskimos, so they're all ten, twelve, fourteen, they're old dogs. I take older dogs. I just get to relax.

Mr. Teague: OK, one last question from me, which is just, to be clear, again, the Notice of Violation was issued. The purpose of this hearing and this process is to get more information before making a final decision on the Notice of Violation. So, with everything we've discussed today, would you be open to us coming and doing a site visit?

24:00 – Ms. West: No, because, here's my feeling about this—I don't know. Maybe, maybe not, it just depends. The thing is—

Mr. Teague: It would be very helpful for us.

Ms. West: I understand that. The thing is, is that, how many times does my house have to be inspected? How many times does my house have to be inspected when you have fifty thousand units that have not been inspected?

24:24 – Mr. Noelke: I'd like to amplify that, if I may. I'm involved a lot in construction, the rooms, are original to this house. These rooms on the—there's been some work done on the garage but it's minor. You know, it's nothing, no big deal. The, the problem comes in, as you mentioned, "use" is a major issue here. So, you could have people coming and going, and you can run into these complaints all the time. I mean, this could be something that's ongoing, you could be running out there every week, you know, for a new complaint. And that's why Ms. West brings this up, because, this stuff is just—we've gone through the Building Department. There aren't any, you know the violations aren't there. It's a question of people calling in.

Mr. Teague: And I get that, I totally understand that.

Mr. Noelke: That's a major issue here.

Mr. Teague: I get that, I guess, again, I would make the distinction that we've not, we've never been out there, and our issues, while similar and sometimes related, are not exactly the same, and, it's very common for us—when we get these types of complaints, it's very common for us to request a site visit.

Mr. Noelke: The Building Department's already been there.

Mr. Teague trying to interject.

Ms. West: Many times, many times!

Mr. Teague: I think we've established that.

25: 48 – Ms. West: Maybe you could look at all their inspections and come to a determination.

Mr. Teague: The challenge is that we can't "look" at their inspections.

Ms. West: Well, I'll be happy to give them to you.

Mr. Teague: I mean, we can see their inspection reports, but they're not necessarily, you know, video/photo footage of, you know, what we need to see. So, obviously, if we didn't feel like it would be helpful, we wouldn't feel the need to ask. We have plenty of projects to work on, we have plenty of work to do. But I just wanted to understand, for the purposes of me making a final decision, if you'd be open to a site visit or not? Um, it sounds like that's ninety percent "no?" But, I just want to, understand, going forward, when I'm trying to make my final decision, if you would be open to the site visit or not and if—

Ms. West: The reason, the reason that I'm not particularly open to that is that, as what Mr. Noelke says, you make an inspection, but then the next week somebody calls and says the same thing and you're gonna have the exact same issue in front of you. And that's why I'm annoyed with this. Because, somebody's gonna call the next week, probably these same people, because they're not going to get what they want, and that's what they do. They called the Department of Health [*sic.*] so many times, that I wanted to throw up. And so, they came out so many times, and I finally said, "enough." You've been out here, I don't know, five, six times—"stop it." And they stopped. And I mean, at, at some point—

Mr. Teague: Sure. And I don't think it's our intention to do many, multiple inspections, especially with—really, what we're trying is to be focused on this one issue and this one—

Ms. West: And what happens when they don't like the results because—I know what they're going to be, they're going to be the results of all these—Mr. Noelke has all the inspections that have been done. So, what's going to happen when they call back? Because I can tell you right now. This guy is relentless.

Mr. Teague: Sure. And we have an appeal process for—

Ms. West: No, I'm not talking about an appeal process. What's gonna happen when the guy calls back and says, "This woman is doing blah blah blah blah."

Mr. Teague: I mean, generally speaking, and I can't say exactly what's going to happen with a future complaint because every complaint is its own context, and its own circumstance, but when we have repeat complaints for the same thing in the same place, we look to see if there's new information or new documentation to determine if that warrants us to move forward with that again.

Ms. West: And I can tell you right that that's what's going to happen.

Mr. Teague: That may be the case that we get another complaint—

Ms. West: You will!

Mr. Teague: And if, generally speaking, if there's not any new information or documentation behind that complaint, then we don't necessarily move forward with that in the same way. But again, I can't speak specifically on any future complaint that may be filed because that's going to be specific to that—

Ms. West: But are you, are you listening to how you're talk—how you're speaking, Mr. Teague? The r-round about, around the rose bush—I mean, at some point, I want this to end, and I think it ends here. I mean, Ms. Tam was kind enough to rescind all of this, you know, she thought I was screaming at her because my Bluetooth was, clearly, not right. OK. Mr. Noelke has seen all these. I have passed all my inspections every time. I don't want any more inspections. I want to be left alone.

Mr. Teague: And if that's your position, that's fair—

Ms. West: It is fair!

Mr. Teague: That's fine. I just want to understand if that is the position before I make a final determination.

Ms. West: Well, if I can help you all, but I don't understand why another inspection is helpful when you've got all these inspections to look at. I mean, you can ask my attorney what he thinks. I mean, what do you think?

29:31 – Mr. Chong: Well, one point that came up, we're in the, we're really close to a trial in the lawsuit with the complaining tenants. It was a lot of moving parts going on with it and it's probably, this is kind of distracting and also compounds things. Is there any way we could put this thing over till that case is resolved? We've got a trial date for November 18th in that case, and we can, hopefully, maybe review our situation and our position and see if we can come to some other decision or, or approach to this. Obviously, the issue is currently weighing on Ms. West, and it's multiple issues with multiple complaints from multiple sources, and it's causing, obviously, a lot of stress.

Mr. Teague: November 18th is the trial date?

Ms. West: For three weeks.

Mr. Teague: And I was just going to say, what length of trial—

Ms. West: Three to four weeks.

Mr. Chong: Probably, yes, probably about three weeks, given the holiday, the Thanksgiving holidays. There are a mounting number of witnesses because the tenants are dragging in things that happened seven or eight years ago with other tenants and they want to bring them in, so we're going to have, we're going to have a battle over what is the evidence that's submitted at the trial or not and the trial could go three weeks easily.

Ms. West: They lived there eight months, and you would think they lived there eight years. I mean it's just, it's just—

Mr. Teague: It sounds like there would be a resolution within a month.

Mr. Chong: I would think that within a month, there will be, the trial will be over probably within a month. Assuming that—if the case is old enough, there will probably go out, the result, there's no guarantees with the superior court, but probably, whichever side loses, whether there's an appeal or not I can't say at this point, it depends what goes on during the trial. But the trial itself should be over within a month or so.

31:11 – Ms. West: This is why, you realize why people don't want to be renters, “rentors,” [*sic.*] it's so awful that tenants have such sway in San Francisco, and that you have to be afraid when you rent to somebody that they're gonna “do you” just because they're tenants. I mean, it's ridiculous. I've been so lucky—I did major in psychology, so I do sometimes, every once in a while, I did pay attention in school. So, I mean, I do tend to pick good people. But, I did not pick, the two people that sued me, I did not pick. So, go figure. But, I mean, this is horrible. This is horrible.

Mr. Teague: OK. Well, I'm going to take all of that under consideration—

Ms. West: Maybe when I'm calm, I wouldn't mind you coming out there. I can't right now—I'm telling you, I'm really on the edge. I'm trying not to make orange my new color, you know what I'm saying?

Mr. Teague: We may, taken all the information that you've provided today, we may follow up with some additional questions, maybe some more—

Ms. West addressing Mr. Page.

Ms. West: And I'm sorry if I was rude to you, Vincent—it wasn't a great day.

Mr. Teague: If we, um, if we don't hold off on anything, if we get a final letter out in thirty days.

Ms. West: Maybe this will be enough!

Mr. Teague: I'm going to take it all under consideration, um, like I said, if I had more information that I think would be helpful regarding the trial or anything else, we'll follow up on that.

Mr. Noelke: Is there any other information I can provide you?

Ms. West: Yes, you can show some of the damn inspections that I passed.

Mr. Teague: Sure, and we may reach out for that additional documentation. And I'm going to make a note for the record that no one from the public showed up, and this hearing is adjourned.

EXHIBIT F

Rod



San Francisco Residential Rent Stabilization and Arbitration Board

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

RECEIVED
2014 JUN 17 PM 12:01
S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD

REPORT OF ALLEGED WRONGFUL EVICTION

↓ Rental Unit Information ↓

1215 29th Ave _____
Street Number of Unit Street Name Unit Number San Francisco, CA 941 22
Zip Code

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

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

Move-in Date: Sept 1, 2011 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No

The rent is paid to (select one): Owner Property Manager Master Tenant Other _____

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

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

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

Kevin G Raskin
First Name Middle Initial Last Name

1215 29th Ave _____ San Francisco, CA 94122
Mailing Address: Street Number Street Name Unit Number City State Zip Code
(be specific, e.g. 1, 2, A, B, upper/lower/rear/front)

415-690-6148 _____
Primary Phone Number Other Phone Number

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

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

Primary Phone Number Other Phone Number

↓ Tenant Representative Information ↓ Attorney Non-attorney Representative Interpreter

First Name Middle Initial Last Name

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

Primary Phone Number Other Phone Number

REPORT OF ALLEGED WRONGFUL EVICTION

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

↓ Owner Information ↓

First Name: Christie Middle Initial: _____ Last Name: West
 Mailing Address: Street Number: P.O. Box 1106 Street Name: _____ Unit Number: _____ City: Los Altos, CA State: CA Zip Code: 94023
 Primary Phone Number: 650-823-3025 Other Phone Number: _____

↓ Master Tenant Information (if applicable) ↓

First Name: _____ Middle Initial: _____ Last Name: _____
 Mailing Address: Street Number: _____ Street Name: _____ Unit Number: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone Number: _____ Other Phone Number: _____

↓ Property Manager Information (if applicable) ↓

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

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

First Name: _____ Middle Initial: _____ Last Name: _____
 Mailing Address: Street Number: _____ Street Name: _____ Unit Number: _____ City: _____ State: _____ Zip Code: _____
 Primary Phone Number: _____ Other Phone Number: _____

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice)

on June 5, 2014 from Christie West
(Date of Receipt of Notice) (First Name) (Last Name)

The eviction notice requires me to vacate my rental unit by: July 1, 2014 or Aug 1, 2014
(Date)

Yes, I have included a copy of the Notice to Quit or Vacate with this report.

2. The landlord has orally told me to vacate my rental unit and/or through conduct has tried to make me move out.

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

Please complete the following:

My rent is due on the following date: July 1, 2014 My current rent is \$ 850.00

I offered to pay rent. Yes No If Yes, state amount \$ 850.00 and date of offer: July 1, 2014

Did the landlord accept the rent? Yes No If No, please explain briefly: Have not sent in rent payment for July yet.

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

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

If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 days of receiving the Summons and Complaint for Unlawful Detainer.

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

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

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

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

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

Landlord sent an "eviction notice" without any reason provided. There has been no discussion or anything to elude to ~~at~~ a need for eviction. Only have had discrepancies with other tenants in in-law units about amounts to owe for bills/utilities. The "eviction notice" also was not filed with the court system and was a sheet downloaded and sent to myself as well as all my roommates.

DECLARATION OF TENANT(S)

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

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

Kevin Raskin
(Print Name)

K. Raskin
(Signature of Tenant)

6/17/14
(Date)

(Print Name)

(Signature of Tenant)

(Date)

(Print Name)

(Signature of Tenant)

(Date)

EXHIBIT G

LINK TO RECORDING OF ZONING ADMINISTRATOR HEARING:

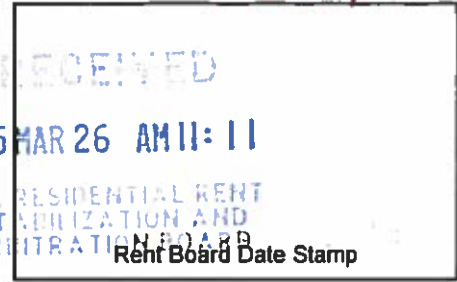
<https://citypln-m-extnl.sfgov.org/SharedLinks.aspx?accesskey=f13d6f1d45d58d3d714f5b5dca19b83f5de547df7ac5d7ac5614f86c41b40676&VaultGUID=A4A7DACD-B0DC-4322-BD29-F6F07103C6E0>

EXHIBIT H



San Francisco Residential Rent Stabilization and Arbitration Board

E150542



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

REPORT OF ALLEGED WRONGFUL EVICTION

↓ Rental Unit Information ↓

1215 29th Avenue A San Francisco, CA 941 94122
 Street Number of Unit Street Name Unit Number City State Zip Code

1215 29th Ave 3
 Name of Building Complex (If Applicable) Entire Building Address (lowest & highest numbers) # of Units in Building

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

Move-in Date: 4-3-2009 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No

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

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

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

↓ Tenant Information ↓

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

Molly T Shere
 First Name Middle Initial Last Name

1215 29th Ave #A SF CA 94122
 Mailing Address: Street Number Street Name Unit Number City State Zip Code
 (be specific, e.g. 1, 2, A, B, upper/lower/rear/front)

415 272 9390 415 623 6936
 Primary Phone Number Other Phone Number

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

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

↓ Tenant Representative Information ↓

Attorney Non-attorney Representative Interpreter

First Name Middle Initial Last Name

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

Primary Phone Number Other Phone Number

San Francisco Residential Rent Stabilization and Arbitration Board

REPORT OF ALLEGED WRONGFUL EVICTION

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

Owner Information

Handwritten owner information: First Name: Christie, Middle Initial: West, Last Name: West, Mailing Address: 314 Almond, Los Altos CA 94022, Primary Phone Number: 650 823 3025, Other Phone Number: 650 450 3234

Master Tenant Information (if applicable)

Blank fields for Master Tenant Information: First Name, Middle Initial, Last Name, Mailing Address, Primary Phone Number, Other Phone Number

Property Manager Information (if applicable)

Blank fields for Property Manager Information: Name of Company, First Name of Manager, Middle Initial, Last Name, Mailing Address, Primary Phone Number, Other Phone Number

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

Blank fields for Other Landlord Representative Information: First Name, Middle Initial, Last Name, Mailing Address, Primary Phone Number, Other Phone Number

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

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

I have been told by my landlord via text that my apartment will be emptied and the door removed on March 30. I have received no written notice. She sends me garbled threatening texts saying this. I have included texts in print

DECLARATION OF TENANT(S)

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

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

Molly Shere

(Print Name)

Molly Shere

(Signature of Tenant)

3-26-15

(Date)

(Print Name)

(Signature of Tenant)

(Date)

(Print Name)

(Signature of Tenant)

(Date)

REPORT OF ALLEGED WRONGFUL EVICTION

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

- 1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice) on _____ from Christie West
(Date of Receipt of Notice) (First Name) (Last Name)
The eviction notice requires me to vacate my rental unit by: 3/20/15
(Date)
 Yes, I have included a copy of the Notice to Quit or Vacate with this report. (encls)
- 2. On _____, the landlord orally told me to vacate my rental unit and/or
(Date(s) of Receipt of Notice)
through conduct has tried to make me move out by: _____
(Date)
 Yes, I have included a true statement fully describing the basis for my claim on page 4.

Please complete the following:

My rent is due on the following date: Apr. 1st My current rent is \$ 1000⁰⁰
I offered to pay rent. Yes No If Yes, state amount \$ _____ and date of offer: _____
Did the landlord accept the rent? Yes No If No, please explain briefly: _____

I have vacated my rental unit. Yes No If Yes, state date of move-out: _____

An Unlawful Detainer (eviction) action has been filed in Superior Court: Yes No
If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 day of receiving the unlawful detainer summons and complaint.

Do you live in the same unit with the owner? Yes No
If Yes, use the space provided on page 4 to describe the unit and state whether there are other occupants in the unit.

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

EXHIBIT I

1257A 29th Ave
4/2/2009

Rental Agreement

Mallie has put down
 one months rent \$ 1000 plus
 dep of 6 weeks \$ 1500
 TOTAL 2500.

This is a binding agreement
 Lease Starts April 3, 2009 -
 April 3, 2010

Rent is due the 1st of
 every month.

signed: rep ~~James [unclear]~~ 4/2/09
 signed: renter ~~Molly [unclear]~~ 4/2/09

- The Landlord, at the following address: _____
- The manager, at the following address: _____
- The following person, at the following address: _____

Clause 22. Additional Provisions

Additional provisions are as follows:

Clause 23. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Clause 25. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

 Date Landlord or Landlord's Agent Title

Address

 City State Zip Code Phone

2/22/2011 Molly Shes _____
 Date Tenant Phone

 Date Tenant Phone

 Date Tenant Phone

cent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons and _____ under the following conditions:

N/A

Clause 15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hrs. notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for _____ or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. *Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall not shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Other disclosures:

Clause 21. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

Prorated first month's rent.

For the period from Tenant's move-in date, 11/3/09, through the end of the month, 11/3/09, Tenant will pay to Landlord the prorated monthly rent of \$ not prorated be paid on or before the date the Tenant moves in.

Clause 6. Late Charges

If Tenant fails to pay the rent in full before the end of the _____ day after it's due, Tenant will pay Landlord a late charge as follows: _____

Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$ _____

Clause 8. Security Deposits

On signing this Agreement, Tenant will pay to Landlord the sum of \$ 1500.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 5 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Clause 9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord: _____

Clause 10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect. Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adja-

Month-to-Month Rental Agreement

Clause 1. Identification of Landlord and Tenant

This agreement is entered into between Christie West (Landlord) and Molly Shene (Tenant) and payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 1215 29th Ave SE CA 94022 APTA together with the following furnishings and appliances:

stove, sink, fridge

Rental of the premises also includes _____

Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and their minor children. Occupancy by guests for more than one month is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy

The rental will begin on _____, and continue on a month-to-month basis. Landlord may terminate the tenancy or modify the terms of this Agreement by giving the Tenant 45 days' written notice. Tenant may terminate the tenancy by giving the Landlord 45 days' written notice.

Clause 5. Payment of Rent.

Regular month rent

Tenant will pay to Landlord a monthly rent of \$ 1000⁰⁰ payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise:

Delivery of Payment.

Rent will be paid:

by mail, to PO Box 1106 Los Altos CA 94023

in person

Form of payment.

Landlord will accept payment in these forms:

personal check made payable to Christie West

cashier's check made payable to _____

credit card

money order

cash

EXHIBIT J



San Francisco Residential Rent Stabilization and Arbitration Board

Rod

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

RECEIVED
2014 JUN 12 PM 3:39
S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD
Rent Board Date Stamp

REPORT OF ALLEGED WRONGFUL EVICTION

↓ Rental Unit Information ↓

1225 1215 29th Ave MAIN San Francisco, CA 941 22
Street Number of Unit Street Name Unit Number Zip Code

Name of Building Complex (If Applicable) Entire Building Address (lowest & highest numbers) 3
of Units in Building

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

Move-in Date: 7/15/13 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No

The rent is paid to (select one): Owner Property Manager Master Tenant Other _____

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

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

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

Steven & ALANNA VAN
First Name Middle Initial Last Name

1215 29th Ave MAIN House SAN FRANCISCO CA 94122
Mailing Address: Street Number Street Name Unit Number City State Zip Code
(be specific, e.g. 1, 2, A, B, upper/lower/rear/front)

415 713-9305
Primary Phone Number Other Phone Number

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

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

Primary Phone Number Other Phone Number

↓ Tenant Representative Information ↓ Attorney Non-attorney Representative Interpreter

First Name Middle Initial Last Name

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

Primary Phone Number Other Phone Number

San Francisco Residential Rent Stabilization and Arbitration Board

REPORT OF ALLEGED WRONGFUL EVICTION

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

Owner Information

CHRISTIE B WEST
First Name Middle Initial Last Name
Mailing Address: PO Box 1106 Los Altos CA 94023
Street Number Street Name Unit Number City State Zip Code
Primary Phone Number Other Phone Number

Master Tenant Information (if applicable)

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

Property Manager Information (if applicable)

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

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

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

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice)

on 6/5/2014 from CHRISTIE WEST
(Date of Receipt of Notice) (First Name) (Last Name)

The eviction notice requires me to vacate my rental unit by: 30 DAYS
(Date)

Yes, I have included a copy of the Notice to Quit or Vacate with this report.

2. The landlord has orally told me to vacate my rental unit and/or through conduct has tried to make me move out.

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

Please complete the following:

My rent is due on the following date: July 1 My current rent is \$ 1200.00

I offered to pay rent. Yes No If Yes, state amount \$ and date of offer:

Did the landlord accept the rent? Yes No If No, please explain briefly:

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

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

If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 days of receiving the Summons and Complaint for Unlawful Detainer.

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

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

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

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

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

LANDLORD EVICTING UPSTAIRS (MAIN HOUSE) TENANTS WITH NO CAUSE. THERE IS AN ONGOING DISPUTE WITH DOWNSTAIRS (ILLEGAL) UNITS REGARDING UTILITIES.

LANDLORD SENDS ABRASIVE TEXTS. WE HAVE ALL MET ONCE. VERY CONTROVERSIAL MEETING UPSTAIRS TENANTS ~~HAVE~~ HAVE UTILITIES IN THEIR NAMES. JOHN HENNING HAS WATER. CURTIS COCHRAN HAS PG&E. KEVIN RACKIN HAS TRASH. LANDLORD HAS "CAPPED" THE UTILITIES PAYMENT OF BOTH DOWNSTAIRS UNITS. \$40 EACH DOWNSTAIRS UNIT FOR PG&E. ONE OF THE DOWNSTAIRS UNITS HAS MS AND A SUBSIDY IS APPLIED BY PG&E 30% FOR HER. IT EQUALS SHARES PAID SHE WOULD STILL OWN

* ALL MAIN HOUSE TENANTS PAY RENT SEPARATELY

DECLARATION OF TENANT(S)

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

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

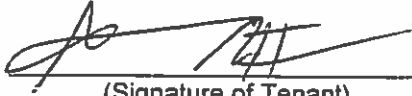
Steven & ALANNA VAN (Print Name)	 (Signature of Tenant)	_____ (Date)
_____ (Print Name)	_____ (Signature of Tenant)	_____ (Date)
_____ (Print Name)	_____ (Signature of Tenant)	_____ (Date)

EXHIBIT K

1 Chris A. Tarkington (SBN 043132) ctark@to2law.com
2 Norman Chong (SBN 111439) nchong@to2law.com
3 Joseph D. O'Neil (SBN 226806) joneil@to2law.com
4 Samantha Lewin (SBN 320868) slewin@to2law.com
TARKINGTON, O'NEILL, BARRACK & CHONG
5 A Professional Corporation
201 Mission Street, Suite 710
6 San Francisco, CA 94105
Telephone: (415) 777-5501
7 Facsimile: (415) 546-4962

8 Attorneys for Defendants
Christie West and Timothy West

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

07/03/2019
Clerk of the Court

BY: RONNIE OTERO
Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 CITY AND COUNTY OF SAN FRANCISCO, UNLIMITED JURISDICTION

13 JENNIFER SARKANY, RAMSEY
14 ABOUREMELEH, SANDRA FIERRO,
and NINA ROBIN

15 Plaintiff,

16 vs.

17 CHRISTIE WEST, TIMOTHY WEST;
18 AND DOES 1 THROUGH 20,

19 Defendants.

Case No. CGC-18-571355

**DECLARATION OF CHRISTIE WEST
IN SUPPORT OF OPPOSITION TO
PLAINTIFFS' MOTION TO COMPEL
FINANCIAL DISCOVERY
RESPONSES FROM DEFENDANT
CHRISTIE WEST**

Date: July 17, 2019
Time: 9:00AM
Dept: 302

Complaint Filed: November 15, 2018
Trial Date: November 18, 2019

23 **[FILED CONDITIONALLY UNDER SEAL]**

24
25 I, CHRISTIE WEST, DECLARE THAT:

- 26 1. I am a defendant in the above captioned case and I am the former owner and
27 current landlord of 1215 29th Avenue, SF CA ("Property").
28 2. I am familiar with the allegations in this matter and make this declaration based
on personal knowledge.

1 3. In February 2018, plaintiffs began moving into the Property. Plaintiffs did not
2 move in at the same time. Plaintiffs Abouremeleh and Sarkany together leased one bedroom on
3 the first floor of the house while plaintiffs Fierro and Robin each leased other, separate rooms
4 on the upper floor. Plaintiffs' leases included non-exclusive rights to share the common areas
5 of the house including the bathrooms, kitchen and living room. **Contrary to the Declaration of**
6 **Laura Strazzo in support of the Motion I do not collect rent from “two illegal units in the**
7 **garage of the Property”.** **The City of SF is fully aware of the permit status of the units in**
8 **question, and there’s a moratorium on code enforcement because of the housing shortage.**

9 4. I do collect rent from a building I used to own in Mountain View for my other
10 son Thomas West, but this amounts to a net of only \$800/month, which I use exclusively for
11 repairs and give the rest to my son Thomas. **I do not make money from the Mountain View**
12 **House.**

13 5. Plaintiffs make many false allegations about the ownership of the Property.
14 Attached as **Exhibit “A”** is a copy of the Gift Deed recorded December 3, 2012 for the Property
15 transferring title from myself to my sons Thomas West and Timothy West. It was my intent to
16 gift the Property to my son Timothy West exclusively, but the recorded Deed did not honor this
17 intent. In order to correct this mistake, on advice of counsel Thomas West transferred his
18 interest to Timothy West on May 7, 2018 (this deed was signed on March 29, 2018). I will
19 attach this as **Exhibit “B”**. Simultaneously I recorded a Grant Deed on May 7, 2018 (Laura
20 Strazzo’s Declaration correctly states the Deed was signed on March 27, 2018) transferring title
21 to my son Timothy West exclusively. I will attach this document as **Exhibit “C”**. Frustratingly,
22 these title transfers created a taxable event because the City of SF considered Thomas West’s
23 interest in the Property to have been transferred Timothy West. As Laura Strazzo states in her
24 Declaration, another Gift Deed was prepared and signed on October 11, 2018 transferring title
25 back to me from Timothy West. I will attach this as **Exhibit “D”**. However, this Deed was
26 never recorded because it would have been ineffective to reverse the taxable event.
27 **Accordingly, I will never file Exhibit “D” because it is not my intent to ever take back**
28 **ownership of the Property from my son Timothy West. I do collect rent from the**

1 **Property, but it is dispersed between me and sons. They receive an approximate 40%**
2 **share each and I receive a 20% share. That is my only financial interest in the Property.**
3 **The reason for these “confusing” title transfers was because I relied upon erroneous**
4 **advice of counsel and was trying to fix a tax mistake, not because I was trying to conceal**
5 **my ownership of the Property from Plaintiffs for this lawsuit or any other lawsuit.**

6 6. Separate and apart from the main house, there are two independent units on the
7 ground level of the structure. One of these units was occupied by myself, Christie West, who is
8 and has been at all relevant times, retired and disabled. As a co-resident, I had every reason to
9 maintain my home in good condition and respond to legitimate complaints and needs of the
10 persons with whom I shared the structure.

11 7. Contrary to the Declaration of Laura Strazzo who states that I engaged in a
12 campaign of harassment against Plaintiffs, after I suffered injury in a car accident, plaintiffs
13 pursued a campaign of harassment and intimidation against me almost immediately after they
14 moved into the premises. I believe that Plaintiff Ramsey Abouremeleh was the “ringleader” of
15 a contrived tenant revolt, and that Mr. Abouremeleh had likely read the allegations of a prior
16 lawsuit against me and used information contained therein to build his own lawsuit against me:

17 His efforts included, but are not limited to:

18 a. Reporting minor conditions to the building/housing inspection
19 departments without first requesting repairs. I believe Plaintiff’s removed the posted
20 “Notice of Violation” from the SF Department of Building Inspection because those
21 Notices were posted on Plaintiff’s door. As a result, these Notices went to Director’s
22 hearings without affording me a chance to correct the violations; Further, the inspections
23 which resulted in these notices were conducted by inspector Don Osborne, who was
24 over-ruled by his superiors in many instances regarding his assessment of violations at
25 said Property. He is now limited by the Department of Building Inspection to inspecting
26 my Property only when a supervisor is present. Attached as **Exhibit “I”** is a true and
27 correct copy of excerpted San Francisco Department of Building Inspection Complaint
28

1 Data Sheets which illustrate a transition from Inspector Osborne’s management to his
2 supervisors.

3 b. Creating “defects” in the house as part of their report;
4 c. Intruding on my personal space without reasonable cause. This included
5 Mr. Abouremeleh barging into my unit without permission and seeing me naked;

6 d. Stealing documents from my room;
7 e. Changing the locks on the house without providing the me with keys
8 which was witnessed by Officer Shawn Imhoff. Officer Imhoff was called and
9 determined, in the presence of Mr. Abouremeleh, that Mr. Abouremeleh had improperly
10 locked me out of the Property. Mr. Abouremeleh was then ordered by Officer Imhoff to
11 give me a key within 24 hours, which he did not do.

12 f. Lodging false reports with the police and other agencies about myself, the
13 defendant, to further interfere with, disturb and invade my peaceful occupation of the
14 premises. None of these calls to the police resulted in any criminal or civil penalties.

15 g. Making false allegations to the US Postal Service about stealing mail, and
16 then claiming a form letter from the US Postal Service about mail theft “proved” I had
17 stolen their mail. The US Postal Service did not charge me with mail theft.

18 h. Provoking me by their rude, intrusive and irresponsible behavior,
19 oftentimes in order to secretly record me at my worst; and,

20 i. Taking video and audio recording of interactions with me without
21 permission and/or consent. Some of these videos were taken by plaintiffs in
22 conversations with me where plaintiffs held their phones, but I was not aware that
23 plaintiffs were recording. Plaintiffs also provoked me into arguments, and did not
24 record their part in the argument.

25 j. Filing a frivolous Temporary Restraining Order Against me which was
26 **DENIED**. Attached as **Exhibit “E”** is a true and correct copy of the August 9, 2018
27 Court Order denying Plaintiffs’ request for a restraining order against me. Notice that
28

1 the TRO was filed by “ringleader” Ramsey Abouremeleh, but sought to protect the other
2 Plaintiffs.

3 k. Plaintiffs pushed their request for a permanent restraining order and
4 pursued their Civil Harassment suit against me which was also **DENIED WITH**
5 **PREJUDICE** on October 1, 2018. Attached as **Exh “F”** is a true and correct copy of the
6 Minutes throwing out the civil harassment suit. The Honorable Judge Anne C. Massullo
7 further explained to Mr. Abouremeleh in open court that “with prejudice” meant that no
8 portion of their allegations submitted prior to October 1, 2018 could be resubmitted.

9 8. Eventually, due to my physical injuries and limitations, I could not comfortably
10 reside in the lower units and advised plaintiff tenants Sarkany/Abouremeleh that they would
11 need to move from their unit pursuant to San Francisco Administrative Code Section 37.9(a)(8)
12 (Called an “Owner Move In” or “OMI”). Contrary to the Plaintiffs’ Motion, I did not falsely
13 claim I was the owner of the Property in the OMI. Further, I included a required Declaration
14 dated August 27, 2018 that was sent to the SF Rent Board demonstrating that I represented
15 myself *as the landlord* to plaintiff tenants Sarkany/Abouremeleh. Attached as **Exh “G”** is a true
16 and correct copy of this Declaration. The Thirty Day Notice of Termination also dated August
17 27, 2018 also clearly and correctly states *my son Timothy West owns title to the Property*.
18 Attached as **Exh “H”** is a true and correct copy of this Thirty Day Notice.

19 9. Before the OMI notice was given, however, plaintiff Abouremeleh filed a
20 baseless civil harassment claim against me. At the October 1, 2018 hearing on that action, the
21 court found the claim to be completely without merit and dismissed his action with prejudice. I
22 will point out that the Hooshmand Law Group began representing Plaintiffs after service of the
23 OMI above, and at all times was advising them on what to do.

24 10. Subsequently, defendants filed an unlawful detainer action against plaintiffs
25 Sarkany and Abouremelh, only, but the Hooshmand Law Group negotiated with defendants’
26 counsel for them to voluntarily vacate their rooms. The remaining plaintiffs also elected to
27 voluntarily vacate their rooms despite repeated statements from defendants that they were
28 welcome to continue their tenancies. Nevertheless, all plaintiffs voluntarily vacated their rooms

1 by October 31, 2018. At no time did any Plaintiff give me notice that they were leaving. This
2 suit followed on November 11, 2018.

3 11. Thus, contrary to the false allegations by attorney Laura Strazzo that I engaged in
4 a campaign of harassment and intimidation against Plaintiffs, the Court Orders in this case are
5 to the contrary. Plaintiffs' claims for harassment against me were **DENIED WITH**
6 **PREJUDICE** by the Court. I never intimidated my tenants to move out.

7 12. Laura Strazzo also falsely claims I made "millions of dollars" from the sale of
8 300 Almond Avenue in Los Altos in 2016. This is not true. The Almond Avenue property, sold
9 in January of 2017, was transferred to my son Timothy in 2012. Timothy did make
10 approximately \$336,000 from the sale of the Almond Avenue property, but this money was
11 used toward a Gelato business and poker investments which failed. This money is therefore
12 gone.

13 13. My most valuable personal asset is a 2018 Nissan Rogue and I am still making
14 payments. I have produced documents regarding this purchase. I owe approximately \$16,000
15 on this vehicle. My primary bank is Frost Bank in San Antonio, CA, with a current balance of
16 approximately \$4000. My name is on a bank account with my mother's home in San Antonio,
17 Texas but I do not use that account or collect money from that account. I survive on rent from
18 the property, which, after disbursement to my sons and expenses, is approximately \$500 per
19 month. As stated previously the \$800 a month netted from renting my other son's property in
20 Mountain View is used for the benefit of that property and any amount remaining belongs to my
21 son. I also receive about \$4000 a month from my pension and disability benefits from my time
22 as a United Airline flight attendant. Aside from the Nissan Rogue, my other personal property
23 is worth less than \$1000. I do have free air travel with United Airlines for life, but this is not
24 transferrable. I also like to gamble at casinos, which is definitely not "income", but I did
25 recently win a jackpot worth approximately \$7,500.

26 14. I have no other sources of income or ownership interest in any other properties
27 not mentioned in this Declaration. To summarize, I make about \$4000 a month from my
28 disability/pension plus \$500 for net rent from the Property. I do not own any real property. I

1 have no other potential cash windfalls such as wealthy uncles, 401Ks, mutual funds, etc, (unless
2 I win the lottery or a big jackpot).

3 I declare under penalty of perjury that the foregoing is true and correct.
4

5
6 Date: July 3, 2019


7 
8 _____
9 Christie West
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EXHIBIT A

Recording Requested By:

Price Law Firm

When Recorded Return To:

Matthew E. Coleman, Esq.
PRICE LAW FIRM
40 Main Street
Los Altos, CA 94022

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2012-J553186-00
Thursday, DEC 03, 2012 15:30:11
Ttl Pd \$20.00 Rept # 004563397
REEL K784 IMAGE 0415
of a/RB/1-2

9/23/14
4/11

2.00

Line above for Recorder's use only

Mall Tax Statements To:
Thomas West
Timothy West
300 Almond Ave.
Los Altos, CA 94022

Documentary transfer tax is \$0.00.
() computed of full value of property conveyed, or
() computed on full value less value of liens
and encumbrances remaining at time of sale.
() Unincorporated area: () City of _____
(x) Realty not sold

A.P.N. Lot 2 Blk 1721

Christie Barrett West
Signature of declarant or agent determining tax

GIFT DEED

IN CONSIDERATION of the love and affection which the grantor bears to the grantees,
Christie Barrett West, Trustee of the CHRISTIE BARRETT WEST FAMILY TRUST, under trust dated
July 4, 2003

Hereby GRANT(S) to Thomas William West, an unmarried man, as to an undivided fifty percent (50% interest,
and Timothy McCall West, an unmarried man, as to an undivided fifty percent (50%) interest, as tenants-in-
common in equal percentage

that property in the City and County of San Francisco, State of California, described as:

See Exhibit A attached hereto and made a part hereof.

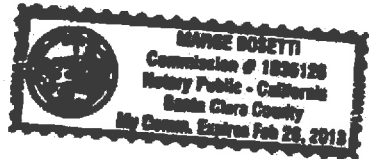
COMMONLY KNOWN AS: 1215 29th Ave.

Dated: November 29, 2012

State of California)
County of, Santa Clara)

On 11/29/12 before me,
MARGE BOSETTI, Notary Public, personally
appeared CHRISTIE BARRETT WEST who proved to
me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

Christie Barrett West
Christie Barrett West, Trustee




I certify under PENALTY OF PERJURY under the laws of
the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal
Signature Marge Bosetti (Seal)

EXHIBIT B

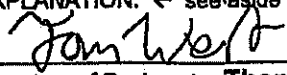
Recording requested by:
Teuninck & DeBishoppe
6203 San Ignacio Ave., San Jose CA 95119
Santa Clara Co. LDA Reg. No 208 / Exp. 09/15/2019

And when recorded, mail this deed and tax statements to:
Timothy McCall West
c/o Christie West
P.O. Box 1106
Los Gatos California 94023


San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2018-K611280-00
Check Number 2423
Monday, MAY 07, 2018 11:13:51
Ttl Pd \$92.00 Rcpt # 0005801326
okc/KC/1-2

GRANT DEED
A.P.N. Lot 2; Block 1721

No County transfer tax due: This conveyance is a bona fide unilateral gift and the Grantor/Donor has not received, nor will be receiving anything in return. R. & T. Code, §11930.

Co. DOCUMENTARY TRANSFER TAX \$ 0.00
EXEMPTION (R&T CODE) § 11930
EXPLANATION: ← see-aside

Signature of Declarant **Thomas William West**

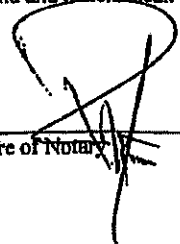
For a valuable consideration, receipt of which is hereby acknowledged,
Thomas William West, an unmarried man
hereby grant(s) ALL HIS UNDIVIDED INTEREST IN SUBJECT PROPERTY to
Timothy McCall West, an unmarried man

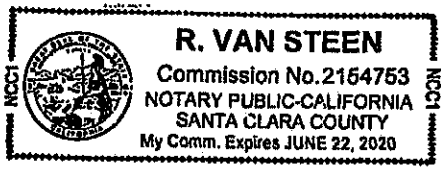
the following real property in the City of ~~Mountain View~~ ^{San Francisco}, County of ~~Santa Clara~~ ^{San Francisco}, State of California:
See attached EXHIBIT "A" as Legal Description
More commonly known as: **1215 29th Avenue, San Francisco**

Date: 03/29/18 
(Signature of declarant) **Thomas William West**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara
On Mar 29, 2018, before me, R. Van Steen, Notary Public, personally appeared **Thomas William West**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary



Mail tax statements to address above
Grant Deed PAGE 1 OF 2

EXHIBIT "A"

Legal Description


Beginning at a point on the westerly line of 29th Avenue, distant thereon 75 feet, Southerly from the Southerly line of Lincoln Way, running thence Southerly along said line of 29th Avenue 40 feet; thence at a right angle Westerly 120 feet; thence at a right angle Northerly 40 feet; thence at a right angle Easterly 120 feet to the point of beginning.

A.P.N. Lot 2; Block 1721

EXHIBIT C


Recording requested by:
Teuninck & DeBishoppe
6203 San Ignacio Ave., San Jose CA 95119
Santa Clara Co. LDA Reg. No 203 / Exp. 08/15/2019

And when recorded, mail this deed and tax statements to:
Timothy McCall West
c/o Christie West
P.O. Box 1106
Los Gatos California 94023


San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2018-K611281-00
Check Number 2423
Monday, MAY 07, 2018 11:13:51
T&I Pd \$92.00 Rpt # 0005801327
okc/KC/1-2

GRANT DEED
A.P.N. Lot 2; Block 1721

No transfer tax due: This conveyance is between parents and their children and meets all of the qualifications set forth in §63.1 of the Revenue and Taxation Code. NO MORTGAGE BALANCE

Co. DOCUMENTARY TRANSFER TAX \$ 0.00
EXEMPTION (R&T CODE) § 11930
EXPLANATION: ← see aside

Signature of Declarant **Christie Barrett West**

For a valuable consideration, receipt of which is hereby acknowledged,
Christie Barrett West, individually and as Trustee of the Christie Barrett Family Trust
hereby grant(s) ALL HER UNDIVIDED INTEREST IN SUBJECT PROPERTY to
Timothy McCall West, an unmarried man

the following real property in the City of ~~Mountain View~~ ^{San Francisco}, County of ~~Santa Clara~~ ^{San Francisco}, State of California.
See attached EXHIBIT "A" as Legal Description
More commonly known as: **1215 29th Avenue, San Francisco**

RECEIVED
SEP 06 2018
S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD

Date: 03/27/18


(Signature of declarant) **Christie Barrett West**

Date: 03/27/18


(Signature of declarant) **Christie Barrett West, Trustee of the Christie Barrett Family Trust**

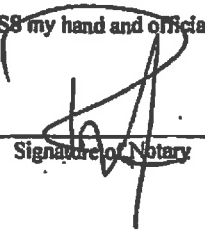
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


State of California)
County of Santa Clara) §

On Nov 27, 2018, before me, R. Van Steen, Notary Public, personally appeared **Christie Barret West**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary


R. VAN STEEN
Commission No. 2154753
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires JUNE 22, 2020

Mail tax statements to address above
Grant Deed PAGE 1 OF 2

EXHIBIT "A"

Legal Description

Beginning at a point on the westerly line of 29th Avenue, distant thereon 75 feet, Southerly from the Southerly line of Lincoln Way, running thence Southerly along said line of 29th Avenue 40 feet; thence at a right angle Westerly 120 feet; thence at a right angle Northerly 40 feet; thence at a right angle Easterly 120 feet to the point of beginning.

A.P.N. Lot 2; Block 1721

EXHIBIT D

Recording requested by (name):

Christie Barrett West

When recorded mail to
and mail tax statements to:

Christie Barrett West

1215 29th Ave.

San Francisco, CA 94122

Recorder's Use Only

GRANT DEED

Assessor's Parcel No. (APN):

Lot 2 Blk 721

Documentary Transfer Tax: \$ 0

If exempt, enter R&T code: 11911

Explanation: Consideration under \$100

Signature of Declarant or Agent determining tax

Declaration of Exemption From Gov't Code § 27388.1 Fee

- Transfer is exempt from fee per GC § 27388.1(a)(2):
 - recorded concurrently "in connection with" transfer subject to Documentary Transfer Tax
 - recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
- Transfer is exempt from fee per GC 27388.1(a)(1):
 - Fee cap of \$225.00 reached
 - Not related to real property

For a valuable consideration, receipt of which is hereby acknowledged,

GRANTOR(S) Timothy McCall West,

(owners who are signing deed)

(current owner(s) form of title)

hereby grant(s) to GRANTEE(S) Christie Barrett West

(new owners, including current owners if staying on title)

(new owners, continued)

as Sole and separate property

(new owner(s) form of title)

the following real property in the City of San Francisco,

County of San Francisco, California (insert legal description):

See Legal Description set forth in Exhibit 1 attached hereto. Commonly known as 1215 29th Avenue.

Date:

10/11/18

(Signature of declarant)

Timothy McCall West

(Print name)

Date:

(Signature of declarant)

(Print name)

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Adams)

On 10/11/18 before me, Sigifredo Carrera Flores
(insert name and title of the officer)

personally appeared Timothy McCall West
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

SIGIFREDO CARRERA FLORES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154048172
MY COMMISSION EXPIRES DECEMBER 16, 2019

EXHIBIT E

CH-110

Temporary Restraining Order

Clark stamps date here when form is filed.

Person in ① must complete items ①, ②, and ③ only.

① Protected Person

a. Your Full Name: Ramsey Nayef Abouremeleh

Your Lawyer (if you have one for this case):

Name: _____ State Bar No.: _____

Firm Name: _____

b. Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.):

Address: 1215 29th Ave

City: San Francisco State: CA Zip: 94122

Telephone: 415 867 6370 Fax: _____

E-Mail Address: _____

FILED
 Superior Court of California
 County of San Francisco
 AUG 09 2018
 CLERK OF THE COURT
 BY: David W. [Signature]
 Deputy Clerk

Fill in court name and street address:

Superior Court of California, County of San Francisco Superior Court
 Civic Center Courthouse
 400 McAllister Street, Room 103
 San Francisco, CA 94102-4510

Court fills in case number when form is filed.

Case Number:
CCH-18-580810

② Restrained Person

Full Name: Christie West

Description: _____

Sex: M F Height: 5'5" Weight: 220 Date of Birth: unknown
 Hair Color: Brown Eye Color: Brown Age: 68 Race: Caucasian
 Home Address (if known): 1215 29th Ave
 City: San Francisco State: CA Zip: 94122
 Relationship to Protected Person: Landlady

③ Additional Protected Persons

In addition to the person named in ①, the following family or household members of that person are protected by the temporary orders indicated below:

Full Name	Sex	Age	Household Member?	Relation to Protected Person
<u>Jennifer DENIED</u>	<u>F</u>	<u>29</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>room mate</u>
<u>Sandra DENIED</u>	<u>F</u>	<u>45</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>room mate</u>
<u>Nina DENIED</u>	<u>F</u>	<u>62</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>room mate</u>

Check here if there are additional persons. List them on an attached sheet of paper and write "Attachment 3—Additional Protected Persons" as a title. You may use form MC-025, Attachment.

The court will complete the rest of this form.

④ Expiration Date

This Order expires at the end of the hearing scheduled for the date and time below:

Date: DENIED PENDING HEARING Time: _____ a.m. p.m.

This is a Court Order.

Case Number: _____

To the Person in 2:

The court has granted the temporary orders checked as granted below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

5 Personal Conduct Orders

Not Requested Denied Until the Hearing Granted as Follows:

- a. You must not do the following things to the person named in 1
 - and to the other protected persons listed in 3:
 - (1) Harass, intimidate, molest, attack, strike, stalk, threaten, assault (sexually or otherwise), hit, abuse, destroy personal property of, or disturb the peace of the person.
 - (2) Contact the person, either directly or indirectly, in any way, including, but not limited to, in person, by telephone, in writing, by public or private mail, by interoffice mail, by e-mail, by text message, by fax, or by other electronic means.
 - (3) Take any action to obtain the person's address or location. If this item (3) is not checked, the court has found good cause not to make this order.
 - (4) Other (specify):
 - Other personal conduct orders are attached at the end of this Order on Attachment 5a(4).

b. Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order. However, you may have your papers served by mail on the person in 1.

6 Stay-Away Order

Not Requested Denied Until the Hearing Granted as Follows:

- a. You must stay at least _____ yards away from (check all that apply):
 - (1) The person in 1
 - (2) Each person in 3
 - (3) The home of the person in 1
 - (4) The job or workplace of the person in 1
 - (5) The school of the person in 1
 - (6) The school of the children of the person in 1
 - (7) The place of child care of the children of the person in 1
 - (8) The vehicle of the person in 1
 - (9) Other (specify): _____

b. This stay-away order does not prevent you from going to or from your home or place of employment.

7 No Guns or Other Firearms and Ammunition

- a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.
- b. You must:
 - (1) Sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms in your immediate possession or control. This must be done within 24 hours of being served with this Order.

This is a Court Order.



Case Number: _____

- (2) File a receipt with the court within 48 hours of receiving this Order that proves that your guns or firearms have been turned in, sold, or stored. *(You may use form CH-800, Proof of Firearms Turned In, Sold, or Stored, for the receipt.)*
- c. The court has received information that you own or possess a firearm.

8 Possession and Protection of Animals

- Not Requested Denied Until the Hearing Granted as Follows *(specify):*
- a. The person in ① is given the sole possession, care, and control of the animals listed below, which are owned, possessed, leased, kept, or held by him or her, or reside in his or her household.
(Identify animals by, e.g., type, breed, name, color, sex.)
- _____

- b. The person in ② must stay at least _____ yards away from, and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of, the animals listed above.

9 Other Orders

- Not Requested Denied Until the Hearing Granted as Follows *(specify):*
- _____
- _____

- Additional orders are attached at the end of this Order on Attachment 9.

To the Person in ① :

10 Mandatory Entry of Order Into CARPOS Through CLETS

This Order must be entered into the California Restraining and Protective Order System (CARPOS) through the California Law Enforcement Telecommunications System (CLETS). *(Check one):*

- a. The clerk will enter this Order and its proof-of-service form into CARPOS.
- b. The clerk will transmit this Order and its proof-of-service form to a law enforcement agency to be entered into CARPOS.
- c. By the close of business on the date that this Order is made, the person in ① or his or her lawyer should deliver a copy of the Order and its proof-of-service form to the law enforcement agency listed below to enter into CARPOS:

Name of Law Enforcement Agency _____

Address *(City, State, Zip)* _____

- Additional law enforcement agencies are listed at the end of this Order on Attachment 10.

This is a Court Order.



Case Number: _____


⑪ **No Fee to Serve (Notify) Restrained Person** **Ordered** **Not Ordered**

The sheriff or marshal will serve this Order without charge because:

- a. The Order is based on unlawful violence, a credible threat of violence, or stalking.
- b. The person in ① is entitled to a fee waiver.

⑫ Number of pages attached to this Order, if any: _____

Date: Aug 16 9, 2018


Judicial Officer

LESLIE C. NICHOLS

Warnings and Notices to the Restrained Person in ②

You Cannot Have Guns or Firearms

You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, or ammunition while this Order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms that you have or control as stated in item ⑦ above. The court will require you to prove that you did so.

Notice Regarding Nonappearance at Hearing and Service of Order

If you have been personally served with this Temporary Restraining Order and form CH-109, *Notice of Court Hearing*, but you do not appear at the hearing either in person or by a lawyer, and a restraining order that is the same as this Temporary Restraining Order except for the expiration date is issued at the hearing, a copy of the order will be served on you by mail at the address in item ②.

If this address is not correct or you wish to verify that the Temporary Restraining Order was converted into a restraining order at the hearing without substantive change, or to find out the duration of the order, contact the clerk of the court.

After You Have Been Served With a Restraining Order

- Obey all the orders.
- Read form CH-120-INFO, *How Can I Respond to a Request for Civil Harassment Restraining Orders?*, to learn how to respond to this Order.
- If you want to respond, fill out form CH-120, *Response to Request for Civil Harassment Restraining Orders*, and file it with the court clerk. You do not have to pay any fee to file your response if the Request claims that you inflicted or threatened violence against or stalked the person in ①.
- You must have form CH-120 served by mail on the person in ① or that person's attorney. You cannot do this yourself. The person who does the mailing should complete and sign form CH-250, *Proof of Service of Response by Mail*. File the completed proof of service with the court clerk before the hearing date or bring it with you to the hearing.
- In addition to the response, you may file and have declarations served, signed by you and other persons who have personal knowledge of the facts. You may use form MC-030, *Declaration*, for this purpose. It is available from the clerk's office at the court shown on page 1 of this form or at www.courts.ca.gov/forms. If you do not know how to prepare a declaration, you should see a lawyer.

This is a Court Order.



Case Number:

- Whether or not you file a response, you should attend the hearing. If you have any witnesses, they must also go to the hearing.
- At the hearing, the judge can make restraining orders against you that last for up to five years. Tell the judge why you disagree with the orders requested.

Instructions for Law Enforcement

Enforcing the Restraining Order

This order is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Restraining and Protective Orders System (CARPOS). If the law enforcement agency has not received proof of service on the restrained person, the agency must advise the restrained person of the terms of the order and then must enforce it. Violations of this order are subject to criminal penalties.

Start Date and End Date of Orders

This order *starts* on the date next to the judge's signature on page 4. The order *ends* on the expiration date in item ④ on page 1.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6. Agencies are encouraged to enter violation messages into CARPOS.

Notice/Proof of Service

The law enforcement agency must first determine if the restrained person had notice of the order. Consider the restrained person "served" (given notice) if (Pen. Code, § 836(c)(2)):

- The officer sees a copy of the Proof of Service or confirms that the Proof of Service is on file; or
- The restrained person was informed of the order by an officer.

An officer can obtain information about the contents of the order and proof of service in CARPOS. If proof of service on the restrained person cannot be verified, the agency must advise the restrained person of the terms of the order and then enforce it.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, this order remains in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The order can be changed only by another court order. (Pen. Code, § 13710(b).)

This Is a Court Order.



Case Number:

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued, the orders must be enforced according to the following priorities (see Pen. Code, § 136.2; Fam. Code, §§ 6383(h)(2), 6405(b)):

1. *EPO*: If one of the orders is an *Emergency Protective Order* (form EPO-001) and is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No Contact Order*: If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence over any other restraining or protective order.
3. *Criminal Order*: If none of the orders includes a no contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order*: If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

Clerk's Certificate
[seal]

(Clerk will fill out this part.)

—Clerk's Certificate—

I certify that this *Temporary Restraining Order* is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by _____, Deputy

This is a Court Order.

EXHIBIT F

MINI MINUTES FOR OCT-01-2018 01:30 PM fo

This cause came on regularly as scheduled this day for Civil Harassment OSC Hearing Only.
Dept. 514, Judge: Anne Massullo, Clerk: A. Mok. Not Reported.

Petitioner Ramsey Nayef Abouremeleh appearing on his own behalf.
Nairi Paterson, Esq., appearing for and with Respondents Christie Barret West and Jose Ortega.
Parties sworn and examined.
Proof of Service on file.

Respondents moved to exclude new evidence as petitioner submission was untimely.
Respondents stated for the record there was no request for attorney's fees.
Petitioner's request for continuance is denied.

Court Denied Petition for Permanent Restraining Order and Ordered case dismissed with prejudice.

EXHIBIT G

**DECLARATION OF LANDLORD FOR MOVE-IN EVICTION
(Rent Ordinance 37.9(a)(8)(v))**

I, Christie Barrett West, declare as follows:

I am the landlord of a single-family residence located at 1215 29th Avenue, San Francisco, CA 94122. I rent rooms in that residence. Two of my tenants, Ramsey Nayef Abouremeleh and Jen Sankary (the "Tenants"), now occupy one of those rooms, under a lease executed on or about March 19, 2018. Their room is referred to below as "the Premises".

I am temporarily occupying an illegal unit in the garage of the same house, Jose M. Ortega. I moved into that unit in February 2018 to effect repairs required by the storms in the winter of 2016-2017. I am seeking to recover possession of the Premises effective October 1, 2018 in good faith, with no ulterior motive and with honest intent for the occupancy of the Landlord for a period of at least 36 months under section 37.9(a)(8) of the Rent Ordinance of the City and County of San Francisco. I am 67 years old and have had spinal and hip surgery that now limit my mobility and make continued occupancy of the illegal unit as my living space difficult and uncomfortable. The garage unit is smaller than the Premises and has little natural light unlike the Premises. I made the decision to seek to move into the Premises well-before being served by the Tenants with court papers requesting Civil Harassment restraining orders on or about August 23, 2019.

My dominant motive and honest intent in taking this action is to occupy the Premises as my residence for at least 36 months. There have been no prior owner move-in evictions with respect to the Premises or the other rooms in the house. I have not evicted any other tenants from rental units in San Francisco for any reason other than non-payment of rent in which the tenant who was evicted had resided in the unit for at least 3 years.

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

Dated: August 27, 2018

Christie Barrett West
Christie Barrett West

RECEIVED
SEP 06 2018
S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

EXHIBIT H

**THIRTY-DAY NOTICE OF TERMINATION OF TENANCY
LANDLORD'S MOVE IN EVICTION**

To: Ramsey Nayef Abouremeleh and Jen Sarkany and all others in possession of the downstairs bedroom located in the single-family house located at 1215 29th Avenue, San Francisco, CA 94122 referred to below as "the Premises".

PLEASE TAKE NOTICE that your occupancy of the Premises under a lease executed on or about March 19, 2018 is terminated effective October 1, 2018 on the grounds that the Landlord, Christie Barrett West, seeks to recover this premises for the occupancy of the Landlord, for a period of at least 36 months under section 37.9(a)(8) of the Rent Ordinance of the City and County of San Francisco.

I purchased the house in which the above described premises in 1982. It is currently held in the name of Landlord's son, Timothy McCall West, as a matter of convenience, under a deed recorded May 7, 2018. Landlord is managing and has managed this rental property for her own benefit for many years and is named as Landlord on the lease under which the Tenants named above hold possession of the Premises and named on the mortgage.

Landlord has been temporarily occupying an illegal unit of the garage in the same building as the Premises since February 2018. The illegal unit is smaller than the Premises and was not originally designed for human occupancy.

The property on which the Premises is located has 3 other legal rooms that are rented to other tenants. In addition, Landlord has a condominium in Mountain View, California that is rented to a long-term tenant. There are no units comparable to the Premises in the same building.

The current rent for the Premises is \$1800 per month. Under section 37.9B(a) of the Rent Ordinance of the City and County of San Francisco, the current tenants have the right to re-rent the Premises at the same rent, as adjusted under that ordinance, if the Premises is offered for rent during the 5-year period after service of this notice to vacate. A copy of section 37.9B is attached to as Exhibit A and served with this Notice.

As required by law, the following forms are attached to this Notice:

Exhibit B-Notice to Tenant Required by Rent Ordinance 37.9(c).

Exhibit C- Landlord's Declaration (Rent Ordinance 37.9(a)(8)(v)).

Exhibit D- Notice of Tenant's Relocation following Owner or Relative Move-in Eviction.

Exhibit E-Relocation Benefits for Tenants form.

Exhibit F-Rights to Relocation for No-Fault Evictions (Rent Ordinance 37.9C).

RECEIVED

SEP 06 2018

S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

M182600

SARKANY 1299

August 27, 2018

Page 2

WARNING: Pursuant to Rent Ordinance 37.9(i), Tenants are notified that either or both of them have 30 days from the date of service of a notice of termination of tenancy under Rent Ordinance 37.9(a)(8), within which to submit a statement, with supporting evidence, to the Landlord if either claims to be aged or disabled for purposes of as defined in that subsection and that Tenants failure to do so shall be deemed an admission that the tenant is not protected by section 37.9(i).

WARNING: Pursuant to Rent Ordinance 37.9(j), Tenants are notified that either or both of them have 30 days from the date of service of a notice of termination of tenancy under Rent Ordinance 37.9(a)(8), within which to submit a statement, with supporting evidence, to the Landlord if either claims to be an educator or that there a school age children living in the Premises as defined in that subsection and that Tenants failure to do so shall be deemed an admission that the tenant is not protected by section 37.9(i).

Dated: August 27, 2018

Christie Barrett West

Christie Barrett West,
Landlord.

EXHIBIT I



COMPLAINT DATA SHEET

COMPLAINT NUMBER : 201877341

OWNER/AGENT: CHRISTIE BARRETT WEST FAMILY T
 CHRISTIE BARRETT WEST FAMIL
 CHRISTIE BARRETT WEST TRUST
 4410 EL CAMINO REAL STE 108
 LOS ALTOS CA
 94022

DATE FILED: 12-JUL-18

LOCATION: 1215 29TH AV

BLOCK: 1721 **LOT:** 002

SITE:

RATING: 1 Year

OCCUPANCY CODE R-2

OWNER'S PHONE --

CONTACT NAME CHRISTIE BARRETT WEST FAMILY T

CONTACT PHONE --

RECEIVED BY: Angelique Gold **DIVISION:** HIS

COMPLAINT SOURCE: OFFICE VISIT

COMPLAINANT: Ramsey

ASSIGNED TO DIVISION: HIS

COMPLAINANT'S PHONE 415-867-6370

DESCRIPTION: Improper lead paint removal. Top floor "attic" is too small for habitability, Owner plans to rent it out.
INSTRUCTIONS:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
HIS	OSBORNE	6322	9	

REFERRAL INFORMATION

DATE	REFERRED BY	TO	COMMENT
------	-------------	----	---------

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIVISION	INSPECTOR	STATUS	COMMENT
12-JUL-18	CASE OPENED	HIS	D OSBORNE	CASE RECEIVED	
13-JUL-18	OTHER BLDG/HOUSING VIC	HIS	D OSBORNE	TELEPHONE CALLS	left message with complainant
16-JUL-18	LEAD PAINT WORK PRACTI	HIS	D OSBORNE	INSPECTION OF PREMISES MADE	Inspector Osborne investigated the complaint at the subject property and observed violations of the San Francisco Housing Code which will be delineated within the Notice of Violation identified by Complaint Tracking #201877341
18-JUL-18	LEAD PAINT WORK PRACTI	HIS	D OSBORNE	FIRST NOV SENT	
18-JUL-18	LEAD PAINT WORK PRACTI	HIS	D OSBORNE	BLDG POSTED & TENANTS NOTIFIED AS PER NOTIFICATION REQMENTS	Unit : ;# of postings left on building: 1;Locations : FRONT ENTRY;Unit #s mailed posting: .
20-AUG-18	LEAD PAINT WORK PRACTI	HIS	D OSBORNE	REINSPECTION I	Inspector Osborne attempted reinspection. Owner denied access.
18-SEP-18	LEAD PAINT WORK PRACTI	HIS	D OSBORNE	FINAL WARNING	



COMPLAINT DATA SHEET

COMPLAINT NUMBER : 201877341

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIVISION	INSPECTOR	STATUS	COMMENT
16-OCT-18	LEAD PAINT WORK PRACTI	HIS	J LOPEZ	LETTER SENT REINSPECTION 2	Senior Housing Inspector Lopez performed a re-inspection of the subject property on 10-16-18 at 3 pm and found that all items listed on NOV#201877341 issued on 7/18/18 were Completed.
22-OCT-18	LEAD PAINT WORK PRACTI	HIS	J LOPEZ	CASE ABATED	

COMPLAINT ACTION BY DIVISION

DIVISION	DATE	DESCRIPTION	ACTION COMMENT
<u>NOV (HIS)</u>	<u>NOV (BID)</u>		
18-JUL-18			



COMPLAINT DATA SHEET

COMPLAINT NUMBER : 201852011

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIVISION	INSPECTOR	STATUS	COMMENT
16-SEP-18	GENERAL MAINTENANCE	HIS	D OSBORNE	ASSESSMENTS DUE	initial bill sent to owner by staff
30-NOV-18	GENERAL MAINTENANCE	HIS	J LOPEZ	REINSPECTION 6	-Senior Housing Inspector Lopez and Senior Housing Inspector Davison performed a reinspetion of the subject property on 11/30/2018 and found that all physical work to comply with NOV#201852011 was completely corrected. *The case will be discussed with Deputy Director Lowrey regarding assesment of cost.
07-DEC-18	GENERAL MAINTENANCE	HIS	J LOPEZ	CASE UPDATE	Case was discussed with Director of DBI and Deputy Director Lawrie and it is okay to abate the case.
07-DEC-18	GENERAL MAINTENANCE	HIS	J LOPEZ	CASE ABATED	

COMPLAINT ACTION BY DIVISION

DIVISION	DATE	DESCRIPTION	ACTION COMMENT
<u>NOV (HIS)</u>	<u>NOV (BID)</u>		
	30-MAR-18		



COMPLAINT DATA SHEET

COMPLAINT NUMBER : 201874532

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIVISION	INSPECTOR	STATUS	COMMENT
					a) outstanding:2,3,5,8 b) completely corrected:6 c) partially corrected: 4 (work looks to be complete, but there is no documentation of functionality, and no Plumbing Permits). 7 (inconclusive, temperature reading needed) within NOV 201874532
18-SEP-18	GENERAL MAINTENANCE	HIS	D OSBORNE	FINAL WARNING LETTER SENT	
18-SEP-18	GENERAL MAINTENANCE	HIS	D OSBORNE	FINAL WARNING LETTER SENT	sent FW with NOV
18-SEP-18	GENERAL MAINTENANCE	HIS	D OSBORNE	REFER TO DIRECTOR'S HEARING	
18-SEP-18	GENERAL MAINTENANCE	HIS	J LOPEZ	CASE UPDATE	reviewed and approved case for referral to Director's Hearing
05-OCT-18	GENERAL MAINTENANCE	HIS	D OSBORNE	DIRECTOR HEARING NOTICE POSTED	posted DH notice
15-OCT-18	GENERAL MAINTENANCE	HIS	J LOPEZ	TELEPHONE CALLS	Scheduled re-inspection for 10-16-18 at 3 pm
17-OCT-18	GENERAL MAINTENANCE	HIS	J LOPEZ	REINSPECTION 2	Senior Housing Inspector Lopez performed a re-inspection of the subject property on 10-16-18 at 3 pm and found that the following items listed on NOV#201874532 issued on 6/28/18 were: -outstanding: items# 2, 3, 5 and 6. -partially completed: items:4 (downspouts completed but permit has been filed) -Completed: items # 7 and 8.
18-OCT-18	GENERAL MAINTENANCE	HIS	A KARCS	DIRECTOR'S HEARING DECISION	Owner/Agent "Present" 30 Day Order of Abatement issued
30-NOV-18	GENERAL MAINTENANCE	HIS	J LOPEZ	REINSPECTION 3	-Senior Housing Inspector Lopez and Senior Housing Inspector Davison performed a reinspection of the subject property on 11/30/2018 and found that all physical work to comply with NOV#201874532 was completely corrected. *The case will be discussed with Deputy Director Lowrey regarding assessment of cost.
07-DEC-18	GENERAL MAINTENANCE	HIS	J LOPEZ	CASE UPDATE	Case was discussed with Director of DBI and Deputy Director Lawrie and it is okay to abate the case.
07-DEC-18	GENERAL MAINTENANCE	HIS	J LOPEZ	CASE ABATED	

COMPLAINT ACTION BY DIVISION

DIVISION	DATE	DESCRIPTION	ACTION COMMENT
----------	------	-------------	----------------

1 Re: Sarkany v. West
2 Case No. CGC-18-571355

3 **PROOF OF SERVICE**
4 **Code of Civil Procedure §§ 1013a, 2015.5**

5 I declare that I am a citizen of the United States, that I have attained the age of majority,
6 and that I am not a party to this action. My business address is 201 Mission Street, Suite 710,
7 San Francisco, California 94105. I am familiar with this firm's practice of collection and
8 processing of correspondence to be deposited for delivery via the U.S. Postal Service as well as
9 other methods used for delivery of correspondence. On the date set forth below, following
10 ordinary business practice, I served a true copy of the document(s) described as:

11 **FILED CONDITIONALLY UNDER SEAL: DECLARATION OF CHRISTIE
12 WEST IN SUPPORT OF OPPOSITION TO PLAINTIFFS' MOTION TO
13 COMPEL FINANCIAL DISCOVERY RESPONSES FROM DEFENDANT
14 CHRISTIE WEST**

15 [] (BY EMAIL) by having personal delivery by ELECTRONIC MAIL of a true copy
16 of the document(s) listed above to the person(s) and at the address(es) set forth below.

17 [X] (BY ELECTRONIC SERVICE) by electronically serving the document(s) described
18 above via a Court approved One Legal vendor on those recipients designated on the Transaction
19 Receipt located on the vendor's Website.

20 [] (BY MAIL) I caused such envelope(s) with postage thereon fully prepaid to be
21 placed in the United States mail at San Francisco, California.

22 addressed as follows:

23 Laura Flynn Strazzo laura@lawmmh.com
24 Mark Hooshmand mark@lawmmh.com
25 Hooshmand Law Group
26 22 Battery Street, Suite 610
27 San Francisco, CA 94111
28 Phone: (415) 318-5709
Fax: (415) 376-5897

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

Executed on July 3, 2019, at San Francisco, California.


Samantha P. Lewin

EXHIBIT L

**DECLARATION OF LANDLORD FOR MOVE-IN EVICTION
(Rent Ordinance 37.9(a)(8)(v))**

I, Christie Barrett West, declare as follows:

I am the landlord of a single-family residence located at 1215 29th Avenue, San Francisco, CA 94122. I rent rooms in that residence. Two of my tenants, Ramsey Nayef Abouremeleh and Jen Sankary (the "Tenants"), now occupy one of those rooms, under a lease executed on or about March 19, 2018. Their room is referred to below as "the Premises".

I am temporarily occupying an illegal unit in the garage of the same house, Jose M. Ortega. I moved into that unit in February 2018 to effect repairs required by the storms in the winter of 2016-2017. I am seeking to recover possession of the Premises effective October 1, 2018 in good faith, with no ulterior motive and with honest intent for the occupancy of the Landlord for a period of at least 36 months under section 37.9(a)(8) of the Rent Ordinance of the City and County of San Francisco. I am 67 years old and have had spinal and hip surgery that now limit my mobility and make continued occupancy of the illegal unit as my living space difficult and uncomfortable. The garage unit is smaller than the Premises and has little natural light unlike the Premises. I made the decision to seek to move into the Premises well-before being served by the Tenants with court papers requesting Civil Harassment restraining orders on or about August 23, 2019.

My dominant motive and honest intent in taking this action is to occupy the Premises as my residence for at least 36 months. There have been no prior owner move-in evictions with respect to the Premises or the other rooms in the house. I have not evicted any other tenants from rental units in San Francisco for any reason other than non-payment of rent in which the tenant who was evicted had resided in the unit for at least 3 years.

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

Dated: August 27, 2018

Christie Barrett West
Christie Barrett West

RECEIVED
SEP 06 2018
S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

EXHIBIT M

APPROVED
Dept. of Building Insp.

FEB 15 2005

DIRECTOR
DEPT OF BUILDING INSPECTION

APPROVED FOR ISSUANCE
FEB 15 2005

BLDG. FORM 3/8
APPLICATION NUMBER
2005/02/15/5502

OSHA APPROVAL RECORD
APPROVAL NUMBER:

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

FORM 3 OTHER AGENCIES REVIEW REQUIRED

FORM 8 OVER-THE COUNTER ISSUANCE

2 NUMBER OF PLAN SETS

PLNS FEE

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HERewith AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH.

OFFICE COPY

DO NOT WRITE ABOVE THIS LINE

DATE FILED 2/15/05	FILING FEE RECEIPT NO.	(1) STREET ADDRESS OF JOB 1215 29TH AVE. S.F. CA 94122	BLOCK & LOT 1721/002
PERMIT NO. 1048076	ISSUE# 2-N-2005	(2A) ESTIMATED COST OF JOB \$60000	(2B) REVISED COST: 61000
		BY: JY	DATE: 2/15/05

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR. N	(5A) NO. OF STORIES OF OCCUPANCY: 2	(6A) NO. OF BASEMENTS AND CELLARS: 0	(7A) PRESENT USE: SFD	(8A) OCCUP. CLASS R-3	(9A) NO. OF DWELLING UNITS: 1
DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION					
(4) TYPE OF CONSTR. N	(5) NO. OF STORIES OF OCCUPANCY: 2	(6) NO. OF BASEMENTS AND CELLARS: 0	(7) PROPOSED USE (LEGAL USE) SFD	(8) OCCUP. CLASS R-3	(9) NO. OF DWELLING UNITS: 1
(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? NO <input checked="" type="checkbox"/>	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION? NO <input checked="" type="checkbox"/>	(12) ELECTRICAL WORK TO BE PERFORMED? NO <input checked="" type="checkbox"/>	(13) PLUMBING WORK TO BE PERFORMED? NO <input checked="" type="checkbox"/>		

(14) GENERAL CONTRACTOR BY OWNER	ADDRESS	ZIP	PHONE	CALIF. LIC. NO.	EXPIRATION DATE
(15) OWNER - LESSEE (CROSS OUT ONE)	ADDRESS	ZIP	BTRC#	PHONE (FOR CONTACT BY DEPT.)	
CHRISTIE WEST	SAME			(415) 823-3025	

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)
REMOVE TWO ILLEGAL UNITS ON EXISTING GROUND FLOOR.
CONVERT ALL ROOMS TO STORAGE USE ONLY TO REPOHD COMPLAINT NO. 199923320 PER GROUND FLOOR PLAN

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING? NO <input checked="" type="checkbox"/>	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT FT.	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING? NO <input checked="" type="checkbox"/>	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA SQ. FT.
(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED? NO <input checked="" type="checkbox"/>	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE? NO <input checked="" type="checkbox"/>	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN) NO <input checked="" type="checkbox"/>	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? NO <input checked="" type="checkbox"/>
(25) ARCHITECT OR ENGINEER (DESIGN <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> ADDRESS	CALIF. CERTIFICATE NO.		
(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY, IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN") N/A	ADDRESS		

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction, to be closer than 6'0" to any wire containing more than 750 volts See Sec 385, California Penal Code.

Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown revised drawings showing correct grade lines, cuts and fills together with complete details of retaining walls and wall footings required must be submitted to this department for approval.

ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED.

BUILDING NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS (10) (11) (12) (13) (22) OR (24).

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

CHECK APPROPRIATE BOX

- OWNER
- LESSEE
- CONTRACTOR
- ARCHITECT
- AGENT
- ENGINEER

APPLICANT'S CERTIFICATION

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERETO WILL BE COMPLIED WITH.

NOTICE TO APPLICANT

HOLD HARMLESS CLAUSE. The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claim, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have coverage under (I), or (II) designated below or shall indicate item (III), or (IV), whichever is applicable. If however item (V) is checked item (IV) must be checked as well. Mark the appropriate method of compliance below.

I hereby affirm under penalty of perjury one of the following declarations:

- () I. I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700 of the Labor Code, for the performance the work for which this permit is issued.
- () II. I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:
Carrier _____
Policy Number _____
- () III. The cost of the work to be done is \$100 or less.
- X IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the workers' compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.
- HA V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the workers' compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

Signature of Applicant or Agent _____ Date 2/15/05

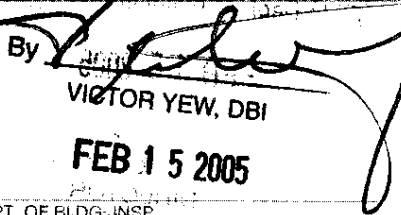
CONDITIONS AND STIPULATIONS

Contact the district building inspector at the start of work call

558-8006 for plumbing inspection scheduling call 558-8006

6054 for electrical inspection scheduling call 558-8006

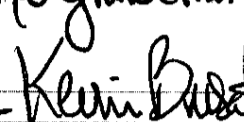
This application is approved without site inspection detailed plumbing or electrical plan review and does not constitute an approval of the building. Work authorized must be done in strict accordance with all applicable codes. Any electrical work should require appropriate separate permits.

By 
VICTOR YEW, DBI

FEB 15 2005

BUILDING INSPECTOR, DEPT. OF BLDG. INSP.

DATE: 2/14/05
REASON: OK TO proceed
To comply with
N.O. A. Greaves

APPROVED: All per application and plans to correct
Nov 1999 123320 by removing 2 illegal units @ ground floor and
convert room to storage. No other work. 

DEPARTMENT OF CITY PLANNING

DATE: _____
REASON: _____
NOTIFIED MR. _____

APPROVED: **FOR SINGLE FAMILY USE ONLY**

BUREAU OF FIRE PREVENTION & PUBLIC SAFETY

DATE: _____
REASON: _____
NOTIFIED MR. _____

APPROVED:

MECHANICAL ENGINEER, DEPT OF BLDG. INSPECTION

DATE: _____
REASON: _____
NOTIFIED MR. _____

APPROVED:

CIVIL ENGINEER, DEPT. OF BLDG INSPECTION

DATE: _____
REASON: _____
NOTIFIED MR. _____

APPROVED:

BUREAU OF ENGINEERING

DATE: _____
REASON: _____
NOTIFIED MR. _____

APPROVED:

DEPARTMENT OF PUBLIC HEALTH

DATE: _____
REASON: _____
NOTIFIED MR. _____

APPROVED:

REDEVELOPMENT AGENCY

DATE: _____
REASON: _____
NOTIFIED MR. _____

APPROVED:

HOUSING INSPECTION DIVISION

DATE: _____
REASON: _____
NOTIFIED MR. _____

I agree to comply with all conditions or stipulations of the various bureaus or department noted on this application, and attached statements of conditions or stipulations, which are hereby made a part of this application.

Number of attachments

OWNER'S AUTHORIZED AGENT _____

HOLD SECTION - NOTE DATES AND NAMES OF ALL PERSONS NOTIFIED DURING PROCESSING



NOTICE OF VIOLATION
of the San Francisco Municipal Codes Regarding Unsafe,
Substandard or Noncomplying Structure or Land or Occupancy

19e

DEPARTMENT OF BUILDING INSPECTION NOTICE: 1

City and County of San Francisco
1660 Mission St. San Francisco, CA 94103

NUMBER: 199923320
DATE: 27-JUL-99

ADDRESS: 1215 29TH AV

OCCUPANCY/USE: ()

BLOCK: 1721 LOT: 002

If checked, this information is based upon site-observation only. Further research may indicate that legal use is different. If so, a revised Notice of Violation is issued.

OWNER/AGENT: WEST CHRISTIE B
MAILING WEST CHRISTIE B
ADDRESS 300 ALMOND AVE
LOS ALTOS CA

PHONE #: 650-941-3538

94022

PERSON CONTACTED @ SITE:

PHONE #: --

VIOLATION DESCRIPTION:

VIOLATION DESCRIPTION	CODE/SECTION//
<input checked="" type="checkbox"/> WORK WITHOUT PERMIT	106.1.1
<input type="checkbox"/> ADDITIONAL WORK-PERMIT REQUIRED	106.4.7
<input type="checkbox"/> EXPIRED OR CANCELLED PERMIT PA#:	106.4.4
<input type="checkbox"/> UNSAFE BUILDING SEE ATTACHMENTS	102.1

THIS IS TYPE 5N, TWO STORY BUILDING. THE LEGAL USE OF THE BUILDING IS SINGLE FAMILY DWELLING. PERM RESEARCH FAILED TO PRODUCE EVIDENCE TO SHOW THAT NO VALID PERMITS WERE ISSUED TO ADD THIS 2ND DWELLING UNIT AT GROUND FLOOR BEHIND THE GARAGE. PRESENTLY, THIS DWELLING UNIT EXISTS A LIVING/SLEEPING ROOM, KITCHEN AND A FULL BATHROOM.

THE FOLLOWING LIFE HAZARDS WERE FOUND IN THE GROUND FLOOR DWELLING UNIT AT THE TIME OF INSPECTION:

- INADEQUATE CEILING HEIGHT IN THE HABITABLE AREA. SEC. 503(a) SFHC.
- LACK OF REQUIRED HEATING IN THE HABITABLE AREA. SEC. 701(a) SFHC.
- LACK OF EMERGENCY ESCAPE/RESCUE WINDOW AT THE SLEEPING AREA. 801(a) SFHC.
- LACK OF APPROVED TYPE OF SMOKE DETECTOR. SEC. 911(a) SFHC.
- THERE IS NO 1 HOUR SEPARATION BETWEEN THE DWELLING UNIT AND THE GARAGE. SEC. 601 SFHC.
- THERE IS UNAPPROVED ELECTRICAL WIRING AND UNAPPROVED PLUMBING INSTALLATION. SEC. 1001(a),(f) SFHC

CORRECTIVE ACTION:

STOP ALL WORK SFBC 104.2.4

415-558-6533

- FILE BUILDING PERMIT WITHIN 0 DAYS (WITH PLANS) A copy of This Notice Must Accompany the Permit Application
- OBTAIN PERMIT WITHIN DAYS AND COMPLETE ALL WORK WITHIN DAYS, INCLUDING FINAL INSPECTION AND SIGNOFF.
- CORRECT VIOLATIONS WITHIN DAYS. NO PERMIT REQUIRED

YOU FAILED TO COMPLY WITH THE NOTICE(S) DATED 27-JUL-99, THEREFORE THIS DEPT. HAS INITIATED ABATEMENT PROCEEDINGS.
● FAILURE TO COMPLY WITH THIS NOTICE WILL CAUSE ABATEMENT PROCEEDINGS TO BEGIN.
SEE ATTACHMENT FOR ADDITIONAL WARNINGS.

APPLY FOR NECESSARY PERMITS (BUILDING, ELECTRICAL & PLUMBING), INCLUDING TWO SETS OF PLANS, TO EITHER LEGALIZE OR DISMANTLE THE DWELLING UNIT AT THE GROUND FLOOR BEHIND THE GARAGE. SHOW EXISTING FLOOR PLANS FOR ENTIRE BUILDING.

PICK UP THE PERMIT WITHIN TEN (10) DAYS OF NOTIFICATION OF APPROVAL AND COMPLETE ALL WORK WITHIN SIXTY (60) DAYS OF THE PERMIT BEING ISSUED.
INVESTIGATION FEE OR OTHER FEE WILL APPLY



DEPARTMENT OF BUILDING INSPECTION

City & County of San Francisco

1660 Mission Street, San Francisco, California 94103-2414

CENTRAL PERMIT BUREAU

1660 MISSION STREET

SAN FRANCISCO, CA 94103

Appl. # _____

Address 1215 29th Ave

S.F. Co. 94122

LICENSED CONTRACTOR'S STATEMENT

Licensed Contractor's Declaration

Pursuant to the Business and Professions Code Sec. 7031.5, I hereby affirm under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Sec. 7000) of Division 3 of the Business and Professions Code, and that my license is in full force and effect.

License Number _____

License Class _____

Expiration Date _____

Contractor _____

PRINT

SIGNATURE

Owner-Builder Declaration

I hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law, Business and Professions Code (Sec. 7031.5). (Mark the appropriate box below).

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044). I further acknowledge that I understand and agree that in the event that any work is commenced contrary to the representations contained herein, that the Permit herein applied for shall be deemed suspended.

architect, agent

I, as owner of the property, am exclusively contracting with licensed contractors to construct this project (Sec. 7044). I certify that at the time such contractors are selected, I will have them file a copy of this form (Licensed Contractor's Declaration) prior to the commencement of any work. I further acknowledge that I understand and agree that, in the event that said contractors fail to file a copy of the Declaration with the Central Permit Bureau, that the Permit herein applied for shall be deemed suspended.

I am exempt under Business and Professions Code Sec. _____

Reason _____

Architect (PRINT)

Date _____

Agent (PRINT)

Owner (PRINT) CHRISTIE WEST

(SIGNATURE) Christie West



DEPARTMENT OF BUILDING INSPECTION

City & County of San Francisco
1660 Mission Street, San Francisco, California 94103-2414

DATE:

PERMIT APPLICANT AND AUTHORIZED AGENT
DISCLOSURE AND CERTIFICATION

- New
Amended

Permit Application No.: Job Address: 1215 29th Ave S.F.

This form must be completed in its entirety in connection with an application for a building permit (Forms 1/2, 3/8, 4/7, 5 and 6). The form must be amended for all new information or change in information for duration of project. Please be advised that the Department does not regulate permit expeditors/consultants or afford them preferential treatment.

A. Permit Applicant Information

I hereby certify that for the purpose of filing an application for a building or other permit with the Central Permit Bureau, or completion of any form related to the San Francisco Building Code, or to City and County ordinances and regulations, or to state laws and codes, I am the owner, the lessee or the agent of the owner/lessee and am authorized to sign all documents connected with this application or permit.

I declare under penalty of perjury that the foregoing is true and correct. I am the permit applicant and I am

Check box(s):

- The owner (B)
The lessee (C)
The authorized agent. Check entity(s):
Architect (D)
Engineer (D)
Contractor (E)
Attorney (F)
Permit Consultant/Expediter (G)
Other (H)

Print Applicant Name CHRISTIE WEST
Sign Name [Signature]

B. Owner Information

Name CHRISTIE WEST
Phone (650) 823-3025
Address 1215 29th Ave S.F. Ca. 94122
City State Zip

C. Lessee Information

Name
Phone
Address
City State Zip

D. Architect / Engineer Information

- None
List all Architect(s)/Engineer(s) on project:

1. Name
Architect
Engineer
Phone No.
Firm Name
License #
Expiration Date
Firm Address
City State Zip
2. Name
Architect
Engineer
Phone No.
Firm Name
License #
Expiration Date
Firm Address
City State Zip

3. Name
Architect
Engineer
Phone No.
Firm Name
License #
Expiration Date
Firm Address
City State Zip

E. General Contractor Information

Note: Complete separate licensed contractor's statement also.

Name
Phone
Firm Name
License #
Expiration Date
Firm address
City State Zip

- Contractor not yet selected. If this box is checked, submit an amended form when known.
Owner - Builder. If this box is checked, submit owner-builder declaration form.

F. Attorney Information

Name
Phone
Firm Name
Firm Address
City State Zip

G. Permit Consultant / Expediter

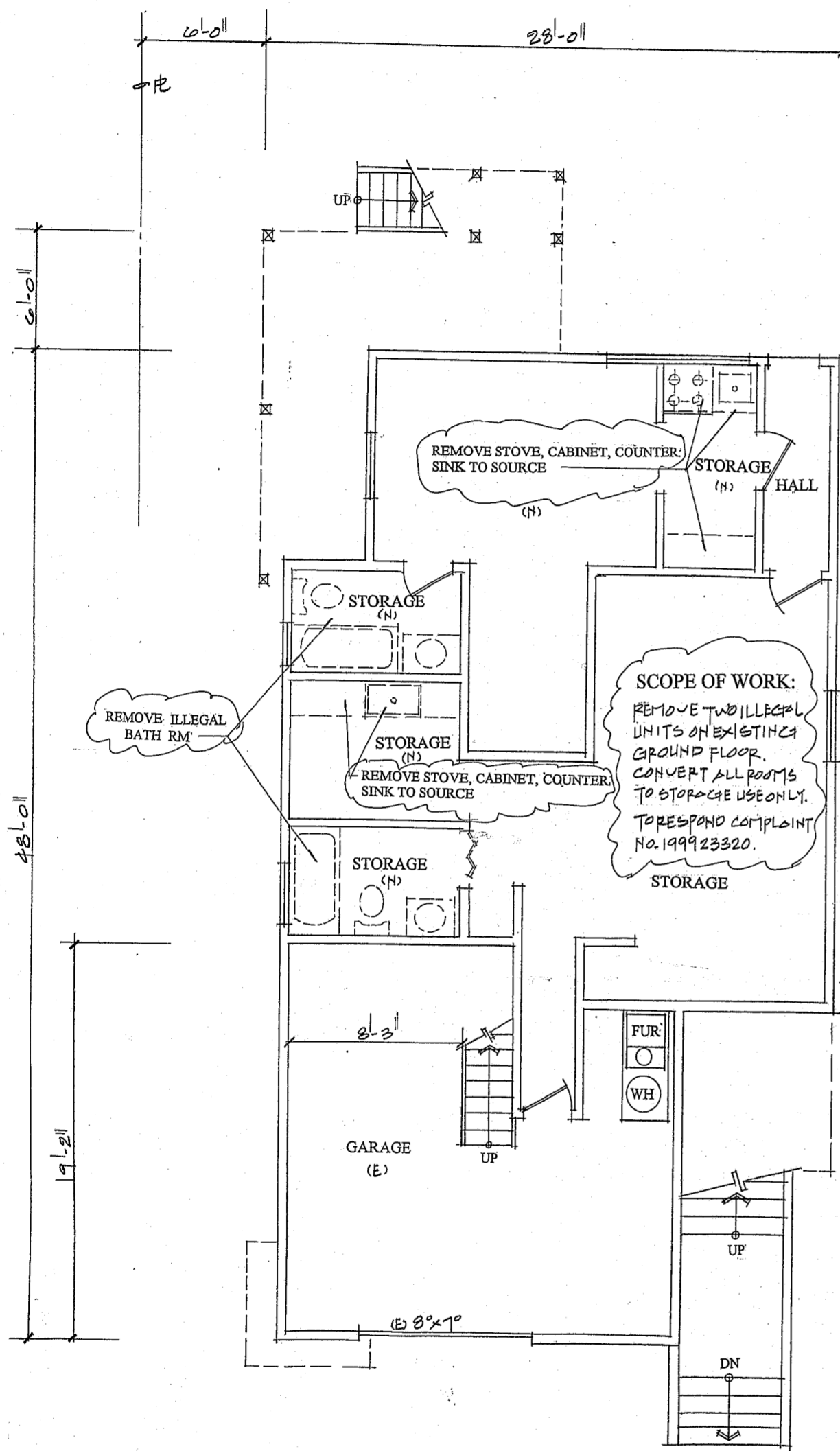
Name
Phone
Firm Name
Firm Address
City State Zip

H. Authorized Agent - Others

Name Derek Young
Phone (650) 553-7880
Firm Name Mortgage Connection
Firm Address 1435 Huntington Ave
City S.F., Ca. State Zip

Please describe your relationship with the owner

Agent

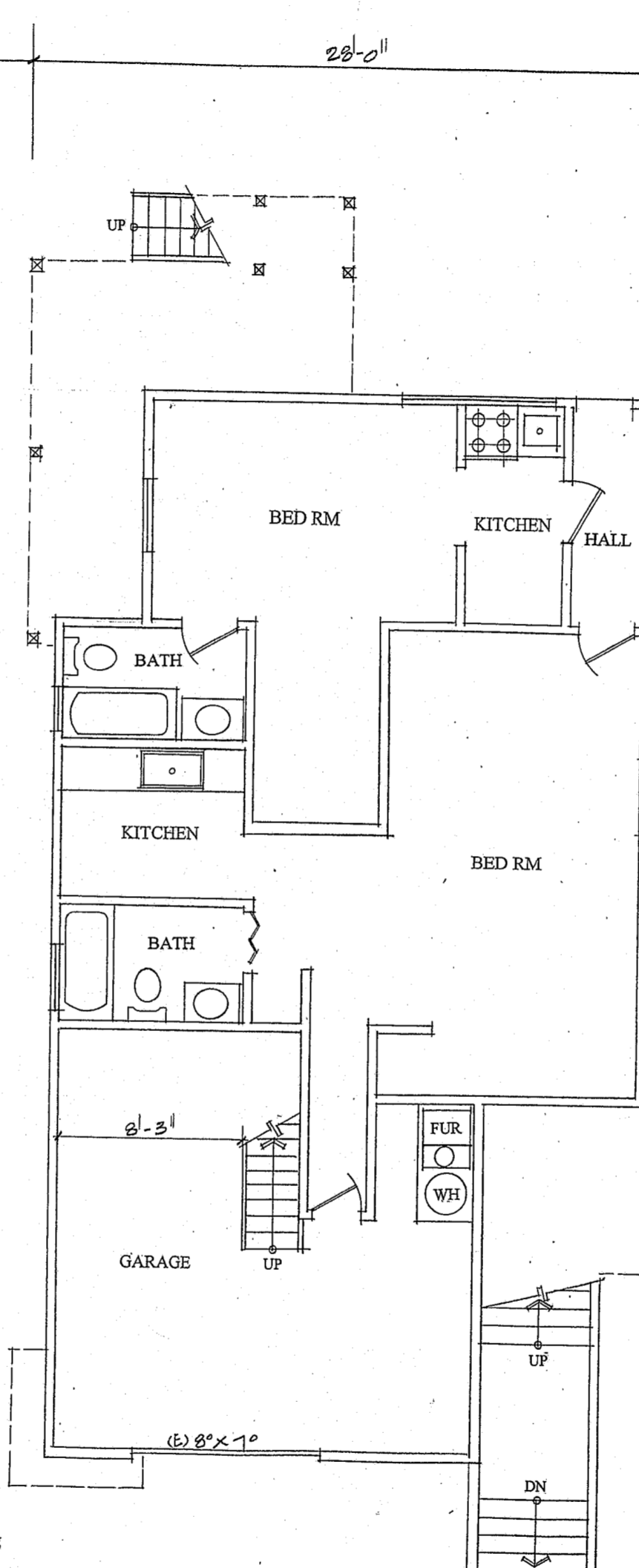


PROPOSED GROUND FLOOR PLAN
1/4" = 1'-0"

Route any changes in Building Dimensions, Exterior Materials, Window Location, Size or Materials, or Use to the Planning Department for reapproval.

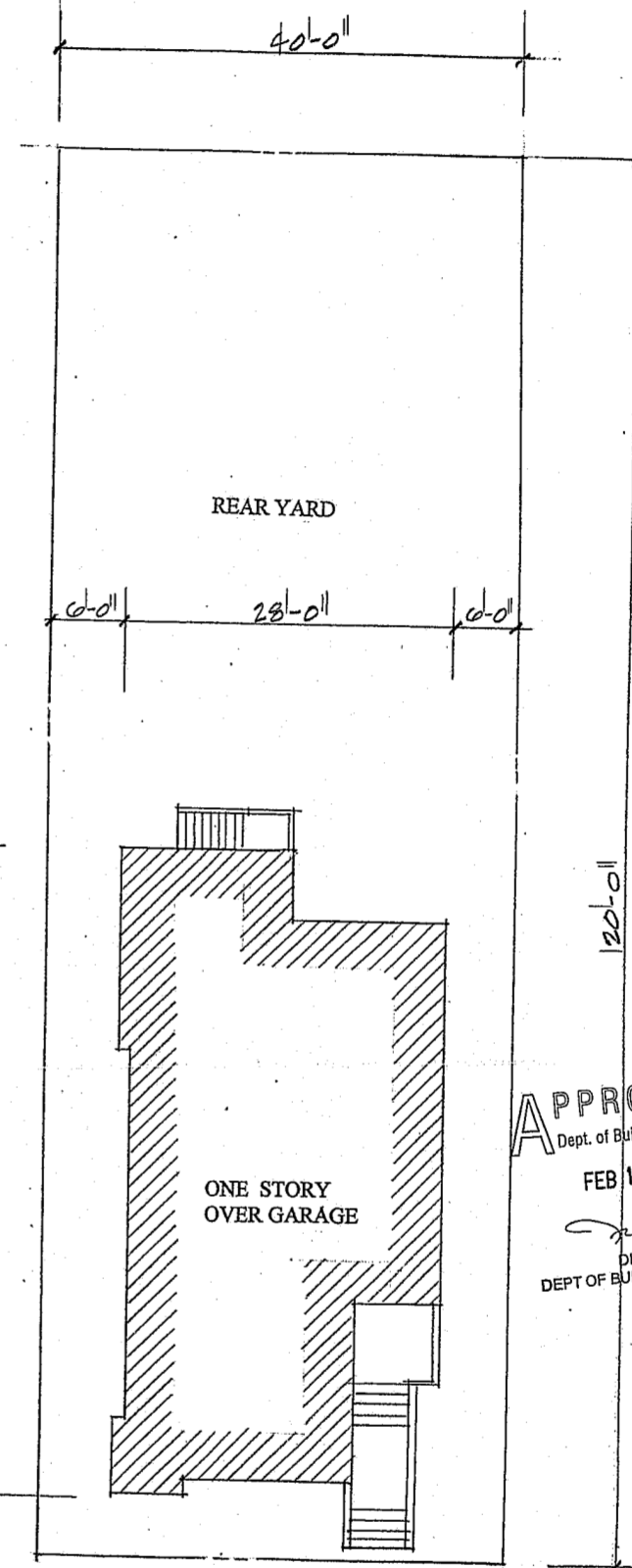
APPROVED 2/15/05
K. Owens
DEPARTMENT OF CITY PLANNING

FOR SINGLE FAMILY USE ONLY



EXIST. GROUND FLOOR PLAN
1/4" = 1'-0"

200502155502



29 TH AVE.

PLOT PLAN
1" = 10'-0"

APPROVED
Dept. of Building Insp.
FEB 15 2005
DIRECTOR
DEPT. OF BUILDING INSPECTION

RECEIVED
FEB 15 2005
DEPT. OF BUILDING INSPECTION
THIS PLAN MEETS THE QUALITY
STANDARD FOR MAPPING AND FILMING
ACCEPT

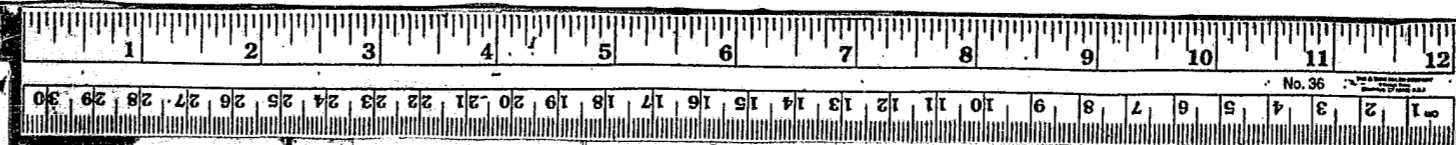
REVISIONS	BY

PROPOSED ALTERATION TO EXIST. GROUND FLOOR AT
1215 29 TH AVE
BLOCK: 172
S.F., CA. 94122
LOT: 002

OWNER:
CHRISTIE WEST

2005/02/15/5502

DRAWN
CHECKED
DATE
Feb. 2005
SCALE
JOB NO.
SHEET
A1
2005/02/15/5502
OF SHEETS



0.185

EXHIBIT N

CL

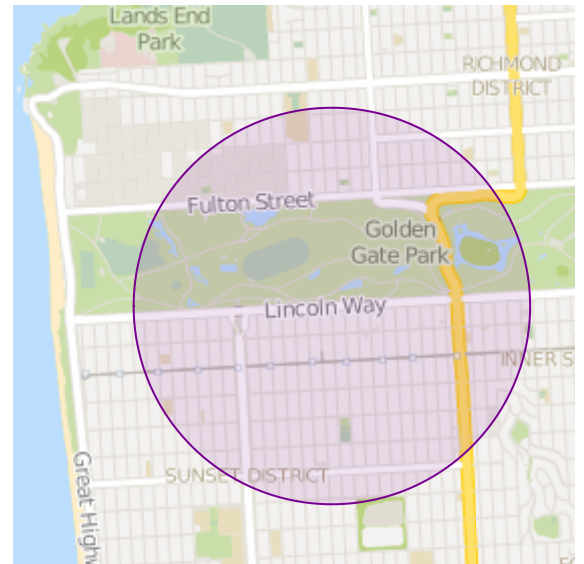
SF bay area > san francisco > housing >

rooms & shares

Contact Information:

★ \$1925 / 950ft² - In-law apt (sunset / parkside) 

image 1 of 19



29th and lincoln near Lincoln

950ft² available aug 1

cats are OK - purrr

dogs are OK - woof

in-law

laundry in bldg

no smoking

street parking

private bath

private room

wheelchair accessible

Available August 1. unexpectedly. Junior one-bedroom w/ separate kitchen. Pet friendly. Big backyard. Totally private. Will help with furniture if necessary. Quiet neighborhood-no crime.great street parking always available. big backyard washer and dryer in laundry room it's a must-see. Feel free to text me @ [show contact info](#) . More pictures of apt being posted later today.

QR Code Link to This Post











AFFIDAVIT OF SERVICE

Christie Barrett West, Appellant(s)
c/o Norman Chong, Attorney for Appellant(s)
Tarkington, O'Neill, Barrack & Chong, PC
201 Mission Street, Suite 710
San Francisco, CA 94105

I, Katy Sullivan, Legal Assistant for the Board of Appeals, hereby certify that on this **25th** day of **August 2020**, I served the attached **Notice of Decision** for **Appeal No. 20-027, Barrett West vs. Zoning Administrator**, subject property at **1215 29th Avenue**, on the appellant(s) via email to: nchong@to2law.com. This decision was sent via email due to the City's shelter-in-place related to COVID-19.

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

August 25, 2020

Date

/s/Katy Sullivan

Katy Sullivan

cc: Scott Sanchez, Deputy Zoning Administrator
email: scott.sanchez@sfgov.org

OTHER PARTIES
OR CONCERNED CITIZENS:

Corey Teague
Zoning Administrator
49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
email: corey.teague@sfgov.org

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
CHRISTIE BARRETT WEST,)
Appellant(s))
vs.)
ZONING ADMINISTRATOR,)
Respondent

Appeal No. **20-027**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on March 13, 2020, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on March 2, 2020 to Timothy McCall West of a Notice of Violation & Penalty (subject property is in violation of Planning Code Section 317: records indicate that there are two Unauthorized Units; failure to take compliance action will result in accrual penalties of \$250 per day; an Unauthorized Unit may be legalized through the Unit Legalization Program under Ordinance 43-14 or through the addition of an Accessory Dwelling Unit) at 1215 29th Avenue.

APPLICATION NO. 2018-008429ENF

FOR HEARING ON August 12, 2020

Address of Appellant(s):	Address of Other Parties:
Christie Barrett West, Appellant(s) c/o Norman Chong, Attorney for Appellant(s) Tarkington, O'Neill, Barrack & Chong, PC 201 Mission Street, Suite 710 San Francisco, CA 94105	N/A

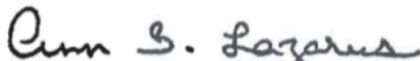
NOTICE OF DECISION & ORDER

The hearing on the aforementioned matter came before the Board of Appeals of the City & County of San Francisco on August 12, 2020.

PURSUANT TO § 4.106 of the Charter of the City & County of San Francisco and Article 1, §14 of the Business & Tax Regulations Code of the said City & County, and the action above stated, the Board of Appeals hereby **DENIES THE APPEAL AND ORDERS** that the ISSUANCE of the Notice of Violation and Penalty by the Zoning Administrator is UPHELD on the basis that the Zoning Administrator did not err or abuse his discretion and the determination was properly issued.

BOARD OF APPEALS
CITY & COUNTY OF SAN FRANCISCO

Last Day to Request Rehearing: August 24, 2020
Rehearing Request: None.
Rehearing: None.
Notice Released: August 25, 2020



Ann Lazarus, President



Julie Rosenberg, Executive Director

If this decision is subject to review under Code of Civil Procedure § 1094.5, then the time within which judicial review must be sought is governed by California Code of Civil Procedure, §1094.6.



CERTIFICATE OF MAILING

Appeal No(s). 20-027, Notice of Decision Released

No letter notice(s) mailed from neighborhood mailing list. Neighbors received postcards from a mass mailing sent to all occupants and property owners within 150 feet of subject property, and no one called the Board office to request additional notice of future proceedings.

Date: 8/25/2020

/s/Katy Sullivan