

President, Board of Supervisors
District 5



RECEIVED

JUN 30 2017
City and County of San Francisco

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
CPC/HPC

LONDON N. BREED

FOR IMMEDIATE RELEASE
September 27, 2017

Contact: Samantha Roxas
samantha.roxas@sfgov.org
(415) 554-7630

Supervisor Breed, Community Members and Developer Build Inc. Strike 30% Affordable Housing Deal on One Oak Project

SAN FRANCISCO, CA – Supervisor London Breed, community members, and the developer of the proposed One Oak project, Build Inc. came together yesterday in agreement on a groundbreaking community benefits deal. This summer, the project's environmental impact report was appealed by San Francisco State professor Jason Henderson, who disputed the Planning Department's findings under California Environmental Quality Act. He contended that the Planning Department did not consider the proliferation of Transportation Network Companies (TNCs) like Uber and Lyft, the impacts of wind on cyclists along the corridor, and the effect parking would have on traffic congestion in their review of the project.

Supervisor Breed brought the appellant and developer together to mediate the dispute. After countless negotiations, the two groups were able to settle on a win-win compromise that includes comprehensive community benefits and citywide improvements for measuring future development impacts. Yesterday, the appellant withdrew the appeal.

"It's been a long road, but I'm incredibly proud of what we were able to accomplish for the community with this project," said President London Breed, whose district is home to the One Oak proposal. "With the development of One Oak on the corner of Market and Van Ness, we'll get over a hundred affordable housing units just a couple blocks away. And not just any units; these will be permanently affordable homes for families, for transitional-aged youth, and for low-income residents. The best part is that we'll be able to use our anti-displacement preference, which means that 40% of those homes will be dedicated to people who actually live in the area."

The agreement includes:

- 30% offsite affordable housing fees directed to four parcels in the Western Addition/Hayes Valley Neighborhood, representing approximately 103 units,
- Agreement that the Mayor's Office of Housing and Community Development will develop and control ground floor retail space of the parcels in conjunction with development of One Oak,
- One parcel dedicated to 100% affordable transitional-aged youth housing with a childcare center option below,
- Low to middle income 2-3 bedroom family housing on the remaining parcels,
- Subsidized ground floor retail for accessible and affordable small businesses or neighborhood services,

City Hall • 1 Dr. Carlton B. Goodlett Place • San Francisco, California 94102-4689 • (415) 554-7630
Fax (415) 554 - 7634 • TDD/TTY (415) 554-5227 • E-mail: London.Breed@sfgov.org

- Creation of a fully maintained public plaza in the Oak Street alley below the One Oak project,
- Commitment from the Planning Department to develop rigorous criteria for measuring wind impacts on bikes, and
- Commitment from the Planning Department to continue to study Transportation Network Companies, e-commerce delivery companies and vehicle miles traveled, and use this data to measure future development impacts.

To address parking issues raised in the appeal, Supervisor Breed also introduced interim control legislation that would remove the conditional use option along The Hub corridor for all new projects seeking additional parking. These interim controls would remain in place until The Hub area plan is finalized.

“We endorse this project and thank our neighbors and partners at Build Inc. for coming to a reasonable compromise to improve it,” said Gail Baugh, President of Hayes Valley Neighborhood Association. “HVNA makes every effort to be informed, committed, and constructive to help all new development look forward, meet challenges of the day, and mitigate negative impacts. We do this while aggressively supporting high-quality development, transit forward projects, and affordable housing in our community. One Oak, while not perfect, is an excellent project with many elements to serve as a baseline for all further development in The Hub.”

“Build is happy that we were able to reach a compromise agreement with HVNA,” said Lou Vasquez of Build Inc. “We’re members of HVNA and also want to see the community thrive as a result of our project”.

Supervisor Breed also announced yesterday that she has requested that the City Attorney draft legislation requiring all large projects along The Hub to conduct a TNC study and to take the rideshare data into account when assessing future environmental impacts.

“We want to thank President Breed for facilitating a solid agreement with multiple pieces,” said Jason Henderson, appellant of the One Oak Environmental Impact Report. “We have moved the dial on transit-oriented development, ensuring more affordability while not oversaturating The Hub with private cars and TNCs. And we’ve raised awareness about the need consider bicyclist safety and comfort. We absolutely need more housing in San Francisco, but not more cars.”

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ORIGINAL HOUSE

Commissions Secy
FOR RECORD

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JUN 30 2022

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
CPC/HPC



OLU
EIGH
Collin
ncisco
Hill St

DURING WORK



DURING WORK



COMPLETED ALTERATION



INTERIORS

ALTERATION LIVING ROOM

12 AM Sat Jun 25

redfin.com

64%



ORIGINAL LIVING ROOM



ALTERATION
DINING AREA W/
KITCHEN BEYOND

ORIGINAL DINING ROOM
W/ KITCHEN ADJACENT



ORIGINAL KITCHEN

ALTERATION STAIRWAY



ORIGINAL STAIRWAY



ALTERED VIEW TO
BACKYARD



ORIGINAL VIEW TO
BACKYARD



ALTERATION VIEW TO
REAR OF HOUSE



ORIGINAL HOUSE
FROM BACKYARD



PRICE HISTORY

○ May 27, 2022
Date

Sold (Public Records)
Public Records

\$7,700,000 (5)
Price

● **May, 2022**

○ May 27, 2022
Date

Sold (MLS) (Closed)
San Francisco MLS #422658547

\$7,700,000
Price

○ May 18, 2022
Date

Pending
San Francisco MLS #422658547

—
Price

○ May 13, 2022
Date

Listed (Active)
San Francisco MLS #422658547

\$7,450,000
Price

● **Dec 2017, Sold for \$6,200,000**

○ Dec 28, 2017
Date

Sold (Public Records)
Public Records

\$6,200,000 (4)
Price

● **Dec, 2017**

○ Dec 28, 2017
Date

Sold (MLS) (Closed)
San Francisco MLS #462233

\$6,200,000
Price

○ Dec 8, 2017
Date

Pending

—
Price

○ Oct 29, 2017
Date

Price Changed
San Francisco MLS #462233

\$6,495,000
Price

○ Sep 8, 2017
Date

Listed (Active)
San Francisco MLS #462233

\$6,750,000
Price



Listing provided courtesy of San Francisco Association of Realtors (SFARMLS)

RARE OFFERING in a coveted location! Pano Downtown vus & a sunny, level garden! This xqst, NEW home was masterfully designed & engineered to achieve the highest possible Green rating - LEED® Platinum certification. This exceptional home showcases the latest
Continue reading ▾

● **Dec 2014, Sold for \$1,875,000**

○ Dec 11, 2014
Date

Sold (Public Records)
Public Records

\$1,875,000
Price

● **Jan, 2015**

○ Jan 5, 2015
Date

Sold (MLS) (Closed)
San Francisco MLS #427824

\$1,875,000
Price

○ Dec 4, 2014
Date

Pending
San Francisco MLS #427824

—
Price

○ Nov 20, 2014
Date

Listed (Active)

\$1,195,000
Price

ORIGINAL DESCRIPTION OF HOUSE



Listing provided courtesy of San Francisco Association of Realtors (SFARMLS)

Awesome location on desirable Collingwood Street in the heart of fabulous Eureka Valley, one of the City's best neighborhoods. Stroll to vibrant 24th Street, the Castro, Dolores Park and restaurants by the dozens. This home provides the opportunity to the fully renovated for modern living and for potentially adding an upper level which would add panoramic downtown views. The main level consists of 2 bedrooms, 1 bath, living room, formal dining room. Lower level with 1 bedroom and 1 bath. 1 car garage. Garden with fruit trees and wood deck with sunny western exposure.

Show Less ^

Show Less ^

DESCRIPTION OF HOUSE FOR RECENT 2022 SALE

This home sold 4 weeks ago.

About This Home

Exceptional and exquisite, this view eco home is tucked away atop Collingwood hill, affording you views of the City while ensuring the ultimate in privacy. Built to the highest of green standards, this 5 bedroom/4.5 half bath home has a layout made for ease and comfort: the main floor welcomes you with a formal living rm, open dining room and quintessential kitchen/'great' room with a wall of retractable glass doors that extends your living outside. The deck off the kitchen has an outdoor kitchen (w/ built in grill) and leads to a manicured yard with built-in firepit. The bedroom level offers three en suite bedrooms with the primary enjoying a large private deck w/ east views. The top floor is a roof deck w/ unparalleled views of downtown and Twin Peaks (and a dining area with built in kitchen/grill). The lower level is a large comfy den w/ mud room, gym area, wine closet, 4th bedroom (w/ en suite bath) and office. The two-car (side by side) garage completes this special home.

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JUN 30 2022

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
CPC/PC

79-81 Homestead: Neighbors' Asks

1. Require a **conditional use permit for this de facto residential merger**. The transcript and video from the pre-application meeting show that the former landlord has taken two rent controlled one-bedroom units off the market to develop three-bedrooms and up/down stairs for her personal use.
2. **Eliminate the lot line and south facing windows** that would be elevated to look into neighbors' bedrooms. Prior to initial approval, staff required screening to reduce privacy invasion from decks, but missed the greater invasions of privacy from the lot line windows. The project has walls of east-facing windows.
3. Allow the main part of the house to be raised, but **don't raise the pop out to 4 stories**; only only 100 ft.² would be gained by raising the pop out. The neighbors have one story pop outs. The proposal to raise the pop out another 2 stories is greatly out of scale to the neighbors.
4. **Prohibit tilt up solar** on top of the proposed flat roof. A gable roof top story like the downhill neighbors or a flat roof no higher than the uphill neighbor would be preferred. The proposed flat roof compromise only benefits neighbors if future tilt up solar is prohibited. Flat solar is fine.
5. Require **angling of the driveway by 4 feet** to the north, to adjust the curb cut position. An angled driveway would preserve two parking spots south of the driveway, instead of taking away two parking spots for a one car garage.

79-81 Homestead: Neighbors' Asks

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4. **Prohibit tilt up solar** on top of the proposed flat roof. Flat solar is fine.
5. Require **angling of the driveway by 4 feet** to the north, to adjust the curb cut position.

PLANNING DEPARTMENT
CITY OF DENVER
RECEIVED



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

**Action Log
Petition # L191400
79-81 Homestead Street**

Date	Action	By
9/ 5/19	Ellis Notice Filed.	Cathy Helton
9/ 5/19	Notice to Quit Filed - to Unit 79.	Cathy Helton
9/ 5/19	L Memorandum of Notice Filed (attached to NOI).	Cathy Helton
9/11/19	Left msg for L Cohen stating that memo of notice was attached to NOI and the L, not the RB, must record the memo of notice. Unit Information/Property Address on NOI states 79 Homestead only. Left my direct #.	Cathy Helton
9/11/19	Ellis Tenant Packets mailed	Cathy Helton
9/11/19	Spoke to L atty who states that L's intent is to withdraw entire bldg, which is 79 -81 Homestead Street. Explained RB will process NOI but does not determine legal validity thereof. It is up to court to determine any legal questions. L states Memo of Notice is RB copy.	Cathy Helton
9/17/19	L filed "Amendment to Notice of Intent to Withdraw Residential Units from the Rental Market" with an attached Notice of Intent. The amendment letter states that the NOI was amended to include vacant unit 81.	Cathy Helton
9/17/19	L filed a second Memorandum of Notice.	Cathy Helton
9/17/19	L filed a document titled "Notice of Intent to Withdraw Rental Units and Termination of Tenancy 120 Days from Effective Date of Withdrawal" w/pos to T stating document served was "Notice of Amendment to Tenant."	Cathy Helton
9/23/19	L Notice to T of Filing of NOI Filed.	Cathy Helton
11/ 4/19	Tenant Extension Claim Filed (by Unit 79 based on age and disability)	Cathy Helton



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

Action Log
Petition # L191400
79-81 Homestead Street

Date	Action	By
11/13/19	Corrected Tenant Extension Claim Filed (by Unit 79 based on disability only)	Cathy Helton
11/13/19	L Notice re Extension Claim Filed (re Unit 79)	Cathy Helton
11/20/19	L Response to 1-Year Extension Filed (denying as to Unit 79). What appears to be a 2nd copy of this letter was filed on 11/22/19.	Cathy Helton
11/20/19	L Memorandum of Notice Filed	Cathy Helton
12/ 9/19	Rec'd call from L stating the T has vacated.	Cathy Helton
12/12/19	Status Report filed	Cathy Helton
12/18/19	Re-rental request filed by fax as to Unit 79. Rec'd fax 2x with no explanation as to reason for duplicate filing. Both placed in file. Hard copy rec'd by mail on 12/20/19. Re-rental request was filed on incorrect form (filed on OMI, rather than Ellis, form).	Cathy Helton
12/27/19	Corrected Re-rental request filed by fax as to Unit 79 (12/18/19 filing was on wrong (OMI) form). Hard copy rec'd by mail on 12/30/19.	Cathy Helton
1/21/20	Constraints Recorded	Cathy Helton
2/ 6/20	NOC Returned by Recorder	Cathy Helton
3/12/20	Status Report filed	Cathy Helton
10/ 5/20	Status Report filed [Filed by email. Email communication placed in file.]	Cathy Helton



San Francisco Residential Rent Stabilization and Arbitration Board

Beginning January 1, 2018, a landlord who serves a tenant with a notice to vacate pursuant to Rent Ordinance Section 37.9(a)(8) (owner or relative move-in) must attach a blank **Notice of Tenant's Change of Address** form that the tenant can use to keep the Rent Board apprised of any future change of address. The Rent Board will use the tenant's contact information as follows: (1) to notify the tenant that the landlord filed a copy of an offer to the tenant to re-rent the unit from which the tenant was evicted; (2) to send the tenant a copy of the landlord's Statement of Occupancy, as required by Rent Ordinance Section 37.9(a)(8)(vii); and (3) if applicable, to send the tenant notice that the landlord has not filed a required Statement of Occupancy.

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APR 08 2021

S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD

Rent Board Date Stamp

NOTICE OF TENANT'S CHANGE OF ADDRESS FOLLOWING OWNER OR RELATIVE MOVE-IN EVICTION [Pursuant to Rent Ordinance Section 37.9(a)(8)(v)]

↓ Tenant Information ↓

Tenant's Name:	<u>Suzanne</u>	<u>E</u>	<u>Katanic</u>
	(First)	(Middle Initial)	(Last)
<u>(415) 272-3784</u>		<u>suzannekatanic@gmail.com</u>	
(Primary Phone Number)	(Other Phone Number)	(Primary Email Address)	(Other Email Address)

↓ Rental Unit Information ↓ Enter the address of the unit from which you were evicted.

<u>79</u>	<u>Homestead St.</u>	<u>San Francisco, CA</u>	<u>94114</u>
(Street Number of the Unit)	(Street Name)	(City/ State)	(Zip Code)

I wish to be contacted by email and at the following address(es) if the rental unit from which I was evicted is offered for rent or lease within five years of the date service of the eviction notice:

↓ New Address ↓

<u>1011</u>	<u>S Barrington Ave</u>	<u>Los Angeles, CA</u>	<u>90049</u>
(Street Number of the Unit)	(Street Name)	(City/ State)	(Zip Code)

↓ Other New Address ↓

(Street Number of the Unit)	(Street Name)	(Unit Number)	(City/ State)	(Zip Code)
-----------------------------	---------------	---------------	---------------	------------

If you require this form in Spanish, Chinese or Filipino, please call 415-252-4602 or visit the Rent Board's office at 25 Van Ness Avenue, #320, San Francisco.

Si necesita este formulario en Español, por favor llame al 415-252-4602 o visite a la oficina de La Junta del Control de Rentas en 25 Van Ness Avenue, #320, San Francisco.

如果您需要此表格的中文版本, 請致電 415-252-4602 或造訪租務委員會辦公室, 地址是: 25 Van Ness Avenue, #320, San Francisco.

Kung kailangan ninyo ng form na ito sa Filipino, mangyaring tumawag sa 415-252-4602 o pumunta sa opisina ng San Francisco Rent Board na matatagpuan sa 25 Van Ness Avenue, #320, San Francisco.

RECORDING REQUESTED

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



San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2020-K892044-00

Acct 37-Rent Arbitration Board
Tuesday, JAN 21, 2020 14:04:43
Ttl Pd \$0.00 Rcpt # 0006144445
VT1/VV/1-1

WHEN RECORDED MAIL TO:

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

NOTICE OF CONSTRAINTS ON REAL PROPERTY

(to be recorded by the Rent Board)

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

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

Block: 6504 Lot: 024

Address: 79-81 Homestead Street, San Francisco, CA 94114

Name of Owner(s): Helene Cohen

The date on which the accommodations are to be withdrawn from rent or lease is **January 3, 2020**.

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

- Government Code Section 7060.2(a)&(d) and San Francisco Administrative Code Section 37.9A(a)&(b): **January 3, 2025**. (Five years from date of withdrawal)
- Government Code Section 7060.2(c) and San Francisco Administrative Code Section 37.9A(c): **January 3, 2030**. (Ten years from date of withdrawal)

**ALL OF THE TERMS AND OBLIGATIONS AS NAMED IN THIS DOCUMENT
WILL TERMINATE AUTOMATICALLY, WITHOUT THE NECESSITY OF ANY
RECORDED TERMINATION, AFTER JANUARY 3, 2030.**

Dated: January 6, 2020

Robert Collins, Executive Director
San Francisco Rent Board



Tenderloin Housing Clinic

FACSIMILE TRANSMITTAL

To: Greg Walston, Esq.
415-956-9205

From: Margaret DeMatteo, Esq.
Law Office, Tenderloin Housing Clinic
126 Hyde Street, 2nd Floor
San Francisco, CA. 94102
Fax: 415.771.1287
Phone: 415.771.9850 x1109

RECEIVED
2019 DEC 27 PM 12:09
SF RESIDENTIAL RENT
STABILIZATION AND
ARBITRATION BOARD

Sent by: Cynthia Price

Date: December 27, 2019

Re: 79 Homestead St., CORRECTED NOTICE OF INTEREST
IN RENEWED ACCOMODATIONS

Pages: 3, including cover

Cc: Cathy Helton, SF Rent Board, 415-252-4699

{00093987;1}This facsimile may contain information that is privileged and/or confidential. If you are not the intended recipient or the employee or agent of the intended recipient, dissemination of the information contained herein is strictly prohibited. If you received this facsimile in error, please immediately notify the sender by telephone and return the original message via the U.S. Postal Service, to the Tenderloin Housing Clinic at the above address. Thank you.



San Francisco Residential Rent Stabilization and Arbitration Board

RECEIVED

2019 NOV 20 PM 12: 22

RECORDING REQUESTED BY:

Helene Cohen

WHEN RECORDED MAIL TO:

663 Hearst Avenue
San Francisco, CA 94112

S.F. RESIDENTIAL RENT
STABILIZATION BOARD
CONFORMED COPY of document recorded
11/13/2019, 2019K856610
on _____ with document no _____
This document has not been compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

Memorandum of Notice
Regarding Withdrawal of Rental Units from Rent or Lease
(to be recorded by owner)

This memorandum evidences that the undersigned, as the owner of the property described in Exhibit A attached, has filed a notice with the San Francisco Residential Rent Stabilization and Arbitration Board, which contents are certified under penalty of perjury, stating the intent to withdraw from rent or lease all units at said property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act.

I declare under penalty of perjury under the laws of the State of California that the above statements are true and correct. This notice is signed on

09/17/2019 in San Francisco California.
(date) (city)
Helene Cohen [Signature]
(print name) (signature)

RE: Property located at 79 & 81 Homestead Street in San Francisco, California.

ALL OWNERS MUST SIGN. Attach an additional declaration and signature for each owner. Please note that the Recorder's Office requires that all owners' signatures must be notarized.

NOTICE: RESTRICTIONS ON THE FUTURE USE OF THE PROPERTY WILL APPLY TO SUCCESSORS IN INTEREST PURSUANT TO SAN FRANCISCO ADMINISTRATIVE CODE SECTION 37.9A.

541 Landlord Ellis Packet 2/14/19

Handwritten note on right margin: "I have checked all pages and all signatures are correct."



RECORDED
2019 SEP 23 PM 4:25

September 18, 2019

Notice of Intent To Withdraw Rental Units Filed with Rent Board

Suzanne Katanic
79 Homestead Street
San Francisco, CA 94114

DATE OF NOTICE: September 18, 2019
TENANT IN POSSESSION: Suzanne Katanic

TO THE ABOVE TENANT AND ALL OTHERS NOW IN POSSESSION OF THE LEASED PREMISES:
YOU ARE HEREBY NOTIFIED that the lawful owner of the Lease Premises described as: 79 Homestead Street, San Francisco, CA 94114, filed the Notice of Intent To Withdraw Rental Units with the Rent Board. The Notice of Intent To Withdraw Rental Units with the Rent Board was filed with the Rent Board on September 5, 2019 and an amended notice was filed on September 17, 2019. The filing date is September 5, 2019.

Tenant is advised that the tenant must vacate the premises on the effective date of withdraw, pursuant to the Ellis Act, Government Code section 7060 et seq., and Section 37.9A of the San Francisco Rent Ordinance, Chapter 37 of the San Francisco Administrative Code. The effective date of withdraw is one hundred and twenty (120) days after receipt of landlord's Notice of Intent Withdraw Residential Units from the Rental Market by the San Francisco Residential Rent Stabilization and Arbitration Board or one year after delivery of the Notice of Intent if the tenant is elderly (age 62 or older) or disabled.

Therefore, you are required to quit and deliver up possession of the Leased Premises to the Landlord/Agent upon the expiration of the one hundred and twenty (120) day period (or one-year period if elderly or disabled) after the effective date of withdraw discussed above. Failure to comply will result in the landlord initiating legal proceedings for an Unlawful Detainer against you to recover possession of the Leased Premises plus court costs, attorney fees, writ fees, sheriff fees, and other fees and for such further relief as the Court may deem proper. California law also provides that a landlord may recover in addition to a punitive amount of \$600 for any unlawful detention.

Pursuant to Sections 37.9A(c) and (e) of the Rent Ordinance, tenants have certain rights to reoccupancy and relocation accommodations, provided as follows:

37.9A(c) Rights to Re-Rent. Any owner who again offers for rent or lease any unit covered by subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

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

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

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

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

37.9A(e) Relocation Payments to Tenants.

(1) Before August 10, 2004, Low Income, Elderly or Disabled. Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units was filed with the Board before August 10, 2004, the relocation payments described in this Subsection 37.9A(e)(1) shall be limited to tenants who are members of lower income households, who are elderly, or who are disabled, as defined below. (A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California

Health and Safety Code, and who receive a notice to quit based upon Section 37.9(a)(13), in addition to all rights under any other provision of law, shall be entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit. (B) With respect to Subsection 37.9A(e)(1)(A) above, the Mayor's Office of Housing or its successor agency shall annually determine the income limits for lower income households, adjusted for household size. (C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at the time such notice is served, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit. (D) The payments due pursuant to this Subsection 37.9A(e)(1) for any unit which is occupied by more than one tenant shall be divided equally among all the occupying tenants, excluding those tenants who are separately entitled to payments under subsection 37.9A(e)(1)(C) above.

(2) On August 10, 2004 and until February 19, 2005. Where a landlord seeks eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units is filed with the Board on or after August 10, 2004 through February 19, 2005 or (ii) the notice of intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as follows: (A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500.00, \$2,250.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250.00 of which shall be paid when the tenants vacate the unit. (B) Subject to subsections 37.9A(e)(2)(C) and (D) below, tenants who are not members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall each be entitled to receive \$4,500.00, which shall be paid when the tenant vacates the unit; (C) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit; (D) Notwithstanding Subsections 37.9A(e)(2)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(3) On or After February 20, 2005. Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows: (A) Subject to subsections 37.9A(e)(3)(B), (C) and (D) below, the landlord shall be required to pay a relocation benefit on behalf of each authorized occupant of the rental unit regardless of the occupant's age ("Eligible Tenant"). The amount of the relocation benefit shall be \$4,500 per Eligible Tenant, one-half of which shall be paid at the time of the

service of the notice of termination of tenancy, and one-half of which shall be paid when the Eligible Tenant vacates the unit; (B) In the event there are more than three Eligible Tenants in a unit, the total relocation payment shall be \$13,500, which shall be allocated proportionally among the Eligible Tenants based on the total number of Eligible Tenants in the unit; and (C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any Eligible Tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within 15 calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit. (D) Commencing March 1, 2005, the relocation payments specified in Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

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

As required above, a check for one-half of the relocation payment in the amount of three thousand four hundred ninety two dollars and sixty two cents (\$3,492.62) was sent via mail to the tenant on September 5, 2019 and delivered to the tenant on September 6, 2019. **A copy of the check is attached hereto. The remaining one-half will be paid when the tenant vacates the unit.**

ELDERLY OR DISABLED TENANTS: Elderly or disabled tenants who have lived in the unit for at least a year have the right to extend the date of withdrawal from 120 days to one year. An elderly or disabled tenant claiming the extension must notify the owner in writing within sixty (60) days after the owner files the Notice of Intent with the Rent Board. Within thirty (30) days of receipt of a tenant's claim to an extension, the owner must notify the Rent Board in writing of the claim.

In the event an elderly or disabled tenant claims an extension, the owner has the option of extending the withdrawal date for the other units in the building to one year. Within ninety (90) days of filing of the Notice of Intent, the owner must inform the Rent Board whether the owner disputes the tenant's extension claim and if the owner is extending the date of withdrawal for other units in the building.

NOTICE: Attached hereto is the Notice to Tenant Required by Rent Ordinance §37.9(c). Further, by law you have the right to request an initial inspection of your unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. At this inspection, the Landlord will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. This may not be a final accounting of deductions from the security deposit.

Please contact the Landlord at (415) 370-6694.

IMPORTANT NOTICE: 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.



Helene Cohen, Landlord
663 Hearst Avenue
San Francisco, CA 94112
(415) 370-6694

9/17/19

Date

“Popout” is the area circled in Red
“Main Body” is the rest of the structure



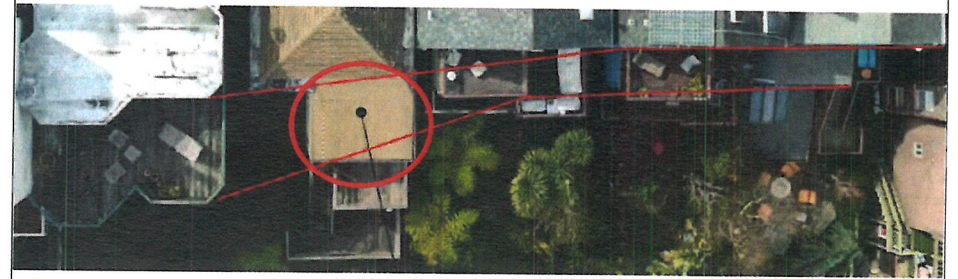
Photo 25



Photo 26



Photo 33



“Popout” is the area
circled in Red
“Main Body” is the rest
of the structure



Ginny Dawes
85 Homestead St.
San Francisco, CA 94114

Rachael Tanner, President
San Francisco Planning Commission
49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103

June 22, 2022

Re: **Project Address: 79-81 Homestead Street - Hearing Date: June 30, 2022**

Discretionary Review Neighbor Ginny Dawes' Reply to Opposition Just Received
Building Permit Application No.: 202105120274

"Remodel (e) 2-story 2-fam residence. Raise (e) building 15'-9 1/2". Add garage at street
lvl, curb cut/infill at front yard for (n) driveway. Remodel/reconfig interior of both
dwellings- stairs, kitch & bath rms. Rear yard decks. Reconfig (e) rear deck stairs. (n)
rear deck & stairs at 3rd flr."

President Tanner and Members of the Commission:

Immediate neighbor Ginny Dawes urges that this reply is timely and should be included in the
Planning Commission packet.¹

This discretionary review follows the Sponsor invoking the Ellis Act to evict my long-term
neighbor Suzanne from her rent controlled apartment. The Sponsor has lived in her home south
of Mount Davidson and been the landlord for two rent controlled apartments for 32 years,
according to her narrative. At the preapplication meeting, the Sponsor boldly announced that she
is merging two rent controlled apartments into a single home. Her Opposition echos this merger,
on page 8. "My remodel proposes a single car garage for my house and my car, with potential to
add a car elevator for a second car in the future if needed."

Regarding scale and massing, when comparing 79 and 85 Homestead, it is necessary to consider
the main body of these houses separately from the pop outs with their decks. The issues of
scaling and intrusion of 79 Homestead into the mid-block are completely different for the main
body of the house than for the pop out with decks.

¹ This reply is timely both under the posted rules governing this DRP and in consideration that staff overlooked forwarding Sponsor's Opposition from May 18 until June 17. The posted rules, at, <https://sfplanning.org/resource/rules-regulations-san-francisco-planning-commission>, Appendix A, A. Submittals, permit a submission for inclusion in the PC packet up until the end of the day today, eight days before the Planning Commission hearing. Even more persuasively, we first received the Sponsor's Opposition the day after staff wanted this reply. The DRP information packet, https://sfplanning.org/sites/default/files/forms/DRP_InfoPacket.pdf, gives requestors six weeks between the required submission of any Opposition and the date for this reply. Staff accepted a tardy opposition, without consequence. Then, staff only forwarded the Opposition to us, a month after receiving it, in response to an email from a Requestor that confirmed that no Opposition had been submitted. This reply is a mere two business days after staff forwarded the Opposition to the DRP01 representative.

In the main body, the existing hip roof of 79 Homestead could be replaced by a gable story to improve the upper unit. The existing storage cellar has portions with an 8' headspace. The cellar could be developed into a walk out, garden apartment living space to improve the lower unit. These substantial improvements in the main body of the house would be consistent with neighbors and would preserve two units. Or, the main body of the house could be raised one story to replace the lower unit with a garage, as long as the pop out were not raised.

The 79 pop out and decks already dominate the neighbors, already exceed the scale and massing of three neighbors to the north and of 85 to the south. The decks intrude into the mid-block open space further than surrounding decks. The north neighbors' decks are on top of or primarily tucked under their pop outs, except near grade. In contrast, 79 has existing elevated decks that start at the east edge of the neighbors' pop outs and extend at height into mid-block beyond the line of surrounding decks. The 79 decks already exceed the neighbors'. The latest proposed plan adds one more deck that pushes into the open space, at 33' 8 1/2" above grade.

The existing 79 pop out is 2 1/2 stories. Sponsor proposes to expand the pop out to 4 1/2 stories. The Sponsor acknowledges that the neighbors to the north have one story pop outs, so there is no dispute that the 79 pop out would be 3 1/2 stories larger than the north neighbors' pop outs. The Sponsor inaccurately characterizes 85 Homestead as having a two-story pop out. In the Sponsor's Exhibit 2, sheet 2.11, South Elevation, and in Exhibit 3, Photograph from Location 5, it is clear that 85 Homestead has a one-story pop out suspended over a deck. Thus, the proposed pop out would be 3 1/2 stories more massive than the four surrounding properties on equally down sloped lots.

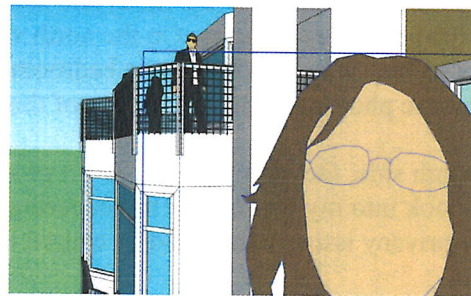
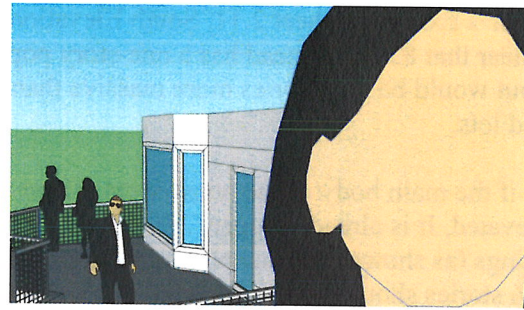
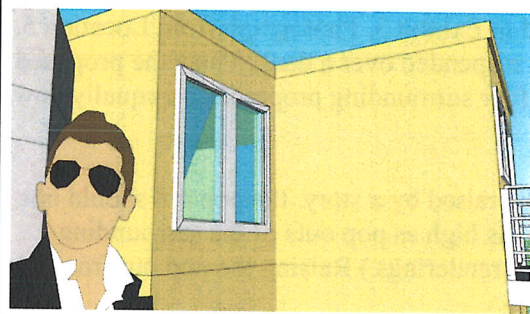
Even if the main body of the house were allowed to be raised by a story, the pop out should not be elevated. It is already bigger (2 1/2 stories vs 1) and as high as pop outs of the surrounding buildings (as shown in drone photos, deck photos, and renderings.) Raising the pop out from 2 1/2 to 4 1/2 stories should not be allowed.

The proposal also would elevate north and south facing windows of the 79 pop out to a level that invades the neighbors' privacy. On the north side, 79 proposes to raise two large lot line windows so they would look into the bedroom of 65 Homestead. Documents supporting DRP02 include drone photos and 3D renderings of this condition.

On the south side, facing my house, 79 proposes to raise a south facing window by 13 1/2 feet, so it would look into my bedroom. The renderings on the following page, from a 3D model, illustrate privacy issues that would be caused if the whole building were raised 13 1/2 feet, as proposed.



Vantage points of three people on the 85 deck and two 79 decks



The Opposition, page 6, first paragraph, complains that the existing 85 deck looks into the bedroom of the upper rent controlled unit of 79 Homestead. Raising 79 would position a new upper deck to look into my bedroom and a middle deck to look into my dining room, as shown. While our 3D model reproduces an earlier deck configuration, the Sponsor's renderings depict the same vantage points shown above in the latest proposal. Thus, the decks of 79 and the south facing window, if raised 13 ½ feet, would create privacy issues that should not be dismissed

lightly. These privacy issues are why the DRP requestors commissioned creation of a 3D model – the Sponsor refused to allow the requestors to use the architect’s 3D model to envision and document resulting invasions of privacy. Sadly, staff did not require the architect to produce views from the perspectives depicted above.

All of the south and north facing windows should be eliminated or restricted to frosted glass, as provided in the Design Review Guidelines.

The Planning Commission should require resubmission of this application for a conditional use permit under Section 317, because the Sponsor announced and planned the building for residential merger of two rent controlled apartments into a three bedroom home for her personal use, with space for her daughter to visit occasionally.

The withdrawal of two rent controlled apartments from the housing stock should not be rewarded by approval of a luxuriated three bedroom tower. Thus, this DRP01 should be accepted and either a conditional use permit required or the plan rejected outright.

Sincerely,

Ginny Daws