

1 DENNIS J. HERRERA, State Bar #139669
City Attorney
2 THOMAS S. LAKRITZ, State Bar #161234
Chief Attorney
3 Neighborhood and Resident Safety Division
MICHAEL S. WEISS, State Bar #168378
4 MEGAN CESARE-EASTMAN, State Bar #253845
VICTORIA L. WEATHERFORD, State Bar #267499
5 Deputy City Attorneys
Fox Plaza
6 1390 Market Street, Sixth Floor
San Francisco, California 94102-5408
7 Telephone: (415) 554-3824
Facsimile: (415) 437-4644
8 E-Mail: michael.weiss@sfgov.org
E-Mail: megan.cesare@sfgov.org
9 E-Mail: victoria.weatherford@sfgov.org

10 Attorneys for Plaintiffs
CITY AND COUNTY OF SAN FRANCISCO and
11 PEOPLE OF THE STATE OF CALIFORNIA

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO
14 UNLIMITED JURISDICTION
15

16 CITY AND COUNTY OF SAN
FRANCISCO, a Municipal Corporation, and
17 the PEOPLE OF THE STATE OF
CALIFORNIA, by and through DENNIS J.
18 HERRERA, City Attorney for the CITY AND
COUNTY OF SAN FRANCISCO,

19
20 Plaintiffs,

21 vs.

22 ANNE KIHAGI aka ANNA KIHAGI aka
ANNA SWAIN aka ANNE KIHAGI SWAIN
23 aka ANNA KIHAGI SWAIN, JULIA
MWANGI aka JULIA MUNENE,
24 CHRISTINE MWANGI aka CHRISTINA
MWANGI aka CHRISTINE JOHNSON,
25 XELAN PROP 1, LLC, RENKA PROP, LLC,
NOZARI 2, LLC, ZORIAL, LLC, and DOE
26 ONE THROUGH DOE FIFTY,

27 Defendants.
28

Case No. CGC-15-546152

DECLARATION OF DALE DUNCAN IN
SUPPORT OF PRELIMINARY INJUNCTION
WITH EXHIBITS A THROUGH L

Hearing Date: December 23, 2015
Hearing Judge: Hon. Ronald E. Quidachay
Time: 9:30 a.m.
Place: Dept. 501

Date Action Filed: June 4, 2015
Trial Date: Not Yet Set

1 I, Dale Duncan, declare as follows:

2 1. I have personal knowledge of the following facts except those stated on information
3 and belief. As to those facts, I believe them to be true. If called upon to testify, I could and would
4 testify competently to the contents of this Declaration.

5 2. From March 1, 1994 until August 31, 2015, I lived at 71 Hill Street, a two bedroom
6 rent-controlled unit in a five-unit residential building at 69-75 Hill Street (the "Hill" property), near
7 Guerrero Street, in San Francisco's Mission District. Over the 20+ years I called 71 Hill Street
8 home, I shared it with a variety of roommates. For the last five years or so, I lived there with my
9 wife and now seven-year old daughter. The original rent was \$975 per month. My most recent rent
10 was \$1,281.65, which was below market. A true and correct copy of the original lease, executed in
11 1994, is attached hereto as **Exhibit A**.

12 3. I am a professional custom cabinet maker, which is how I support my family. My
13 wife is a preschool teacher. My daughter is in the 2nd grade.

14 4. Throughout my long tenancy, I was never late with any rent payment, and my credit
15 score is 841.

16 5. During my entire tenancy at the building, my rent included parking, laundry, gas and
17 electric, and trash removal. My parking spot was within a carport structure, not an actual garage
18 space.

19 6. In April or May 2014, our then-landlord, Chris Vanderstaay, with whom I enjoyed a
20 good relationship, listed the Hill property for sale. The tenants actually attempted to purchase the
21 building ourselves, but were ultimately stymied by the complexity of obtaining a multi-party loan
22 for a multi-unit building. On May 16, 2014, I received a letter from the landlord's realtor with a
23 rental questionnaire/estoppel. I completed the questionnaire/estoppel on which I listed my wife and
24 daughter, and I also included a separate letter to the realtor setting forth the details of my tenancy,
25 including a parking space and keys/access to the laundry/storage and garage area that I have
26 enjoyed since 1994. No one responded to my letter to disagree with any of its representations. All
27 of the information in the letter was true and accurate, except I inadvertently understated my security
28 deposit as \$975, when apparently it is \$1,275. A true and correct copy of the realtor's May 16,

1 2014 letter, the completed questionnaire/estoppel and my response letter to the realtor are attached
2 hereto, collectively, as **Exhibit B**.

3 7. In August 2014, the Hill property was purchased by Defendant ANNE KIHAGI aka
4 ANNA KIHAGI aka ANNA SWAIN aka ANNE KIHAGI SWAIN aka ANNA KIHAGI SWAIN
5 (“KIHAGI”), through her entity, Defendant ZORIAL, LLC (“ZORIAL”).

6 8. Shortly after Defendants purchased the building, Defendant KIHAGI or her agent,
7 began slipping back-dated correspondence under my door. On or about August 1, 2014, I received
8 a Notice of Change of Ownership and Management dated June 26, 2014, and signed by Defendant
9 KIHAGI using one of her other aka names, “ANNA SWAIN,” instructing that rent should be now
10 paid to Zorial LLC and sent to 584 Castro Street (a post office box). On or about August 10, 2014,
11 and again on August 15, 2014, I received additional documents in the same manner, all back dated
12 to June 26, 2014. One document purported to change the terms of my tenancy on the subject of
13 attorneys’ fees.

14 9. Another backdated document slipped under my door on or about August 1, 2014,
15 was titled “New House Rules,” that provided lengthy, conflicting and confusing regulations
16 regarding the basement/laundry/garage area, and specifically permitted the storage of bicycles.
17 These new House Rules were slipped under all of our front doors. I did not understand the legal
18 nature of the new House Rules, and I consulted with an attorney. On counsel’s advice, I just
19 continued timely paying our rent, but did not formally respond to the new House Rules.

20 10. On or about August 2, 2014, our standard two recycling bins were reduced to one
21 bin, which promptly caused an overflow of recyclables into the garbage collection area.

22 11. Sometime in August 2014, I had an exchange with Defendant KIHAGI regarding the
23 uprooted sidewalk in front of the house. The building was under notice to repair the sidewalk
24 because it had been forced up by tree roots. I had also learned that Friends of the Urban Forest were
25 planting trees in the area. I contacted Defendant KIHAGI about repairing the sidewalk and possibly
26 planting a tree. Her response to me was: “I’m not putting any money into that building.”

27 12. In September 2014, the bottom portion of our unit’s water heater rusted out and
28 developed a slow leak. It was a nine-year heater which had been installed in 2000 and had run its

1 course. In the past, when Mr. Vanderstaay had been the landlord, I typically performed my own
2 minor repairs such as this, but this time I decided against it, because I did not want to give any
3 reason for Defendant KIHAGI to be upset with me. Instead, I sent Defendant KIHAGI a text about
4 the water heater.

5 13. In September 2014, I also informed Defendant KIHAGI that tenants were unable to
6 use the laundry machines because the coin boxes were full. Ms. Kihagi told me I should never call
7 her, only send her texts or letters. I texted her right away with the water heater and laundry machine
8 issues. She did not respond. I texted her a second time. Finally, I sent a handwritten letter about
9 these issues to Defendant KIHAGI on October 1, 2014, enclosed with my October rent payment. I
10 never received a reply. Eventually, I contacted the company that owned and serviced the laundry
11 equipment and requested they come and empty the coin boxes so we could resume doing our
12 laundry. A true and correct copy of my October 1, 2014 letter is attached hereto as **Exhibit C**.

13 14. On October 15, 2014, having received no response to my four requests for repairs, I
14 contacted the San Francisco Department of Building Inspection (“DBI”). While the water heater
15 was eventually replaced, it was done so by two of Defendant KIHAGI’s laborers, and without a
16 plumbing permit. My wife is Chilean, and speaks fluent Spanish. She spoke to the laborers, who
17 became scared when I asked whether they were licensed contractors. Neither of the laborers were
18 licensed.

19 15. Notwithstanding the fact that Defendants’ own House Rules allowed for bicycle
20 storage, on or about October 26, 2014, I received a written notice (backdated by 10 days to October
21 16, 2014), entitled, “Request for Documentation & Notice to Remove All Work Items from Ground
22 Level.” In this document, Defendants demanded that I remove my bicycle and personal items
23 which had long been stored in the garage area. Then, Defendants falsely accused me of wrongfully
24 using the basement storage area to store personal items, including my bicycle, and falsely accused
25 me of “forcibly” taking a parking spot without proof of permission or payment. A true and correct
26 copy of the document is attached hereto as **Exhibit D**.

27 16. In or about mid-November 2014, Defendants sent a Notice to Remove All Items,
28 backdated to November 9, 2014, demanding (again) that we remove our bikes and personal items

1 from the laundry/storage/garage area before November 24, 2014, or they would consider them
2 abandoned and remove them. Though the Notice also purported to give us notice that Defendants
3 were going to replace our mailboxes, they had by this time already removed our mailboxes, and
4 replaced them, claiming that the old mailboxes were not big enough to accommodate larger
5 packages. For the 20 years I have lived here, I am certain that no one ever experienced any
6 difficulties with the size of the mailboxes. Surprisingly, even though there are only five units in our
7 building, the new mailbox unit had six mailboxes. Defendants did not provide us with keys to the
8 new mailboxes for almost a month. This resulted in a security issue for a few weeks while the
9 “master” lock to the mailboxes was unlocked. In addition there was a week when we had no access
10 to the mail at all. We did not receive notice that the mailboxes would be changed until after the new
11 boxes had already been installed. Around this time, I saw a slender Black woman with hair
12 extensions that I believed to be Defendant KIHAGI, testing mail box keys, but behaving in an
13 unusual manner, “like she was hiding.” The woman spoke with a similar accent and voice to
14 Defendant KIHAGI, who I had only spoken with on the phone, but not met in person. She gave me
15 the key to my mail box. I believe that she retained a second key to each mail box. I did not know
16 whether that was legal. I later figured out that the woman was Defendant KIHAGI’s sister,
17 Christine Mwangi, aka Defendant C. MWANGI. A true and correct copy of the Notice backdated
18 to November 9, 2014, is attached hereto as **Exhibit E**.

19 17. Beginning around November 14, 2014, the power in the common areas of the
20 building went out for nearly a week, creating a continuously hazardous condition for the tenants. I
21 called PG&E to see about the outage and they informed me the new owners had never opened an
22 account for electric service. I texted Defendant KIHAGI about the problem, provided her with the
23 meter number for the common area meter, and requested she immediately establish an account and
24 get the electrical service restored. I also informed DBI of the problem. The power outage had a big
25 impact on all of our lives. With the power off in the common areas, the light to the front porch area
26 was off, there was no light in the passage way leading to the garbage, and residents could not use
27 the laundry facilities. I had to take four to six hours out of my work day to do our family’s laundry
28 at another location. And the lack of power was a security issued, exacerbated by a rash of car

1 break-ins and car thefts in the area. The front porch light provided the only illumination between
2 the building and the nearest street light. The passageway leading to the garbage was essentially a
3 “pitch-black” tunnel, providing the potential for accidents and assaults.

4 18. In November 2014, I was home when an agent of the local water utility service
5 arrived at the building unannounced. He informed me that he was there to shut off the water service
6 for nonpayment. I pleaded with him to keep the water running for the benefit of the tenants,
7 including my wife and daughter. Luckily, he agreed to hold off for a few days. I called the water
8 company and was informed the owners had never opened a water account since their purchase of
9 the building. I texted Defendant KIHAGI and requested she provide water service.

10 19. In December 2014, I encountered a woman at the building opening the garage door.
11 She identified herself as an architect. I then went into the garage and encountered an Asian guy
12 measuring stuff. When I asked him what he was doing, the man responded openly “we’re making a
13 unit.” The garage has a large empty space that could easily fit an extra apartment unit. Thereafter, I
14 regularly checked with DBI to see whether any permits were obtained for constructing a new unit,
15 but to date, have found none.

16 20. In December 2014, my neighbors Nick Reggars (Unit 73) and Brian Smyth (Unit
17 73A), both of whose leases, like mine, included parking and laundry, received letters from
18 Defendant KIHAGI saying she wanted their parking spaces for alleged “seismic work” and was
19 offering to reduce their rent. Both Nick and Brian filed petitions with the Rent Board. At the time,
20 no permits for seismic work had been applied for or issued. On information and belief, as of
21 November 2015, Defendants have neither applied for nor obtained any permits for seismic work.

22 21. On or about January 17, 2015, I received a letter from PG&E sent to the residents of
23 the building, and addressed to “OCCUPANT at 69-75 Hill Street,” stating that the landlord had
24 been notified of her past-due account on the common area electric service, and that power would be
25 disconnected for nonpayment. Sure enough, in February 2015, the common area power was out
26 again for three or four days. I texted Defendant KIHAGI about the electricity and her failure to pay.
27 In addition, I called P G & E, who stated they had made attempts to contact the individual
28 responsible for paying the bill. P G & E would not provide me with the contact information which

1 they had for Defendants, but did confirm the phone number and address we had did not match the
2 information they had. PG&E stated they had been directing their efforts to an address and phone
3 number in Southern California.

4 22. As of January 2015, although I had not personally experienced any unlawful entry by
5 Defendants, my neighbor Nick Reggars (in Unit 73) had become so concerned about the possibility
6 that he installed his own in-house security camera.

7 23. On or about February 18, 2015, I received a letter from the City Attorney's Office,
8 stating that City inspectors wanted to conduct a complete inspection of our building on March 4,
9 2015, at 1:00 pm. The letter asked for all building tenants to give the City permission to enter our
10 residences, and requested us to be present during the inspection or arranging for somebody to be
11 present who could provide access to the inspectors. After February 18, 2015, and prior to March 4,
12 2015, I spoke with tenants in each of the other four units in our building about the upcoming
13 inspection, and I learned that everybody was giving permission to the City to enter their residences.
14 Ben in unit 75 Hill Street told me that he would be out of town, and asked me to take a copy of his
15 keys and give the City inspectors access.

16 24. On March 4, 2015, at about noon, the building was inspected by agents of the San
17 Francisco City Attorney's Office, and DBI. Prior to their arrival, Defendant KIHAGI and three
18 large security guards stationed themselves at the exterior gate to our building. I saw out my
19 window that these guards were refusing the City inspectors access. My neighbor in Unit 73 Nick
20 Reggars and I came out to the porch and invited the City inspectors inside. Defendant KIHAGI and
21 her guards filmed the tenants and the City inspectors, and otherwise attempted to intimidate us. The
22 guards stationed themselves at common areas, and refused the inspectors access to these areas.

23 25. During DBI's inspection of my unit, the Plumbing Inspector became alarmed when
24 he inspected the water heater that had been replaced by Defendant KIHAGI's unlicensed laborers
25 back in October 2014, and summoned Defendant KIHAGI to come inside and look at the water
26 heater which has been dangerously and improperly installed without proper venting. The Plumbing
27 Inspector stated that this was an extremely dangerous condition, and demanded that Defendant
28 KIHAGI call a licensed plumber immediately and correct it. On the same day, a plumbing

1 contractor arrived and corrected the problem. The plumbing inspector came back soon thereafter
2 and confirmed the water heater installation was now proper and safe.

3 26. On March 4, 2015, at about 4:00 p.m., after the City inspectors left, Defendant
4 KIHAGI returned to our building with workers, and a truck full of construction material. Under
5 Defendant KIHAGI's instruction, the workers built a barricade wall at the base of the rear stairs,
6 blocking access to the garage/laundry/storage area. They then changed the locks to the main garage
7 door, and did not provide keys to the tenants. Defendant KIHAGI then told one of the tenants, "the
8 laundry is done." In effect, they locked us out of the garage/laundry/storage area, and even locked
9 in one tenant's wet laundry and another tenant's car. My neighbor overheard Defendant KIHAGI
10 on the phone ordering surveillance cameras to be installed on the units. Another tenant was
11 compelled to break the new lock on the door to the laundry to retrieve his wet clothing. We then
12 called the police and reported the lock out and the broken lock. The police confirmed that tenants
13 had a right to access their personal property, and even offered to come back if the landlord put
14 another lock on it.

15 27. On March 9, 2015, I sent a letter to Defendant KIHAGI memorializing her bad
16 conduct, and requested that she abide by proper business practices, follow the law, restore our
17 access to the summarily removed services, pay the utility bills, and stop harassing me and my
18 family. A true and correct copy of the March 9, 2015 letter is attached hereto as **Exhibit F**.

19 28. On March 9, 2015, I filed a "Report of Alleged Wrongful Severance of a Housing
20 Service" Pursuant to San Francisco Administrative Code Section 37.2(r) with the San Francisco
21 Rent Board. A true and correct copy of the March 9, 2015 Report is attached hereto as **Exhibit G**.

22 29. On or about March 18, 2015, I became aware that DBI had issued and posted a
23 Notice of Violation at the property. That day, an inspector requested entry into my unit which I
24 allowed. The inspector asked me if I could provide access into the garage/laundry/storage area. I
25 told the inspector that the landlord had built a wall and changed the locks but that the lock was
26 broken, so the inspector could see for themselves. I did not go in.

27 30. On March 20, 2015, Defendant KIHAGI and a tow truck came to the building and
28 towed tenant Brian Smyth's (Unit 73A) car out of the garage and into the driveway. I called the

1 police. When the police arrived and asked why Defendant KIHAGI was towing the car, she told
2 them “because she needs to park there.” The police warned her that there could be civil
3 ramifications and liability, and she said she understood. The towing of Brian’s car took about an
4 hour, and during this time, two of Defendants’ other workers entered the laundry room, and
5 physically removed the laundry machines from the garage, loaded them onto a truck, and drove off.
6 Then, other workers began boarding up access to the garage from the outside with heavy lumber,
7 and installed a sign saying “Private Property,” and warning that all unauthorized vehicles would be
8 impounded at owners’ expense.”

9 31. On or about March 26, 2015, the Rent Board sent me a copy of a Memorandum from
10 Roger Levin of the Eviction Unit to “Anna Swain, Zoriall LLC” regarding the Alleged Wrongful
11 Severance of Housing Service I filed with the Rent Board on March 9, 2015. A true and correct
12 copy of the Memorandum is attached hereto as **Exhibit H**.

13 32. On or about April 2, 2015, a Notice for repairs, backdated to April 1, 2015, was
14 posted on my door, stating that entry would be made for repairs between 9:00 am and 4:00 pm. on
15 April 3, 2015 and April 7, 2015. My wife and I both stayed home on both days because we did not
16 want Defendant or her workers coming in to our home without us being there. No repair persons or
17 other agents of the owner showed up on either date.

18 33. On April 6, 2015, my wife and I sent another letter to Defendants KIHAGI and
19 ZORIALL, informing them that deprivation of storage space for my bike was creating a struggle for
20 me because I had to carry my bike up and down two flights of stairs, which was causing me back
21 problems. I also informed them that because of the deprivation of laundry services, I was having to
22 spend many hours per week traveling to laundromats and waiting for laundry to be finished. We
23 requested that they advise us in writing why our long-established housing services had been
24 removed. A true and correct copy of the April 6, 2015 letter is attached hereto as **Exhibit I**.

25 34. By April 7, 2015, I was informed that my neighbors Nick and his fiancée Erin were
26 going to move out of unit 73, due to the harassment and threat of eviction from Defendants. On the
27 same day, I sent another letter to Defendant KIHAGI, this one from all of the tenants,
28 memorializing the events that had taken place, and making it clear that unit 73, which she had

1 publicly stated was going to be subject to her next owner-move-in eviction, would soon be vacant,
2 so they should not wrongfully pivot and try to use the same process to unlawfully evict any of the
3 remaining tenants. A true and correct copy of that letter is attached hereto as **Exhibit J**.

4 35. On April 17, 2015, I faxed and filed a Report of Wrongful Eviction with the San
5 Francisco Rent Board. A true and correct copy of that letter is attached hereto as **Exhibit K**.

6 36. Later in the day on April 17, 2015, a 60-day Notice of Termination of Tenancy (for
7 Owner-Move In (“OMI”) at Unit 71 was delivered to us. The OMI explained that Defendant
8 CHRISTINE MWANGI aka Defendant C. MWANGI (“C. MWANGI”) had become an owner of
9 the building, and was evicting us so that she could move into our unit. Looking into the matter, I
10 learned that shortly after the City’s inspection, Defendant KIHAGI executed and recorded a Grant
11 Deed transferring 27% of 69-75 Hill Street to Defendant C. MWANGI, setting her up to do yet
12 another Owner Move-In eviction. In the OMI, Defendant C. MWANGI claims that she wants to
13 live in my unit (Unit 71), and not the recently vacated and available Unit 73. In the OMI,
14 Defendant conveniently claims that Unit 73 is not available because Defendants intend to remodel
15 the unit, but at the time of the service, no remodeling permits had been applied for or issued, and no
16 work had begun. A true and correct copy of the OMI is attached hereto as **Exhibit L**.

17 37. On May 4, 2015, my wife Marta and I filed a civil lawsuit in San Francisco Superior
18 Court against Defendants KIHAGI, C. MWANGI, and ZORIAL, LLC, alleging claims for
19 habitability, breach of quiet enjoyment, and improper business practices in violation of the San
20 Francisco Rent Ordinance, which has caused us stress and suffering. We are represented by
21 attorney Steven McDonald of Greenstein & McDonald. That case is pending.

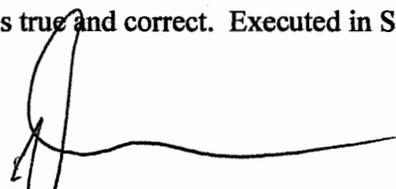
22 38. On or about June 2015, after the expiration of the 60-day Notice, we were served
23 with a Three-Day Notice to terminate our tenancy for alleged nuisance, containing patently false
24 accusations. Subsequently we were served with two Unlawful Detainers – one for alleged nuisance
25 and one for owner-move in. On September 1, 2015, the unlawful detainer action for nuisance was
26 resolved when the Superior Court struck the UD complaint, and granted our anti-SLAPP motion to
27 strike.
28

1 39. On August 31, 2015, exhausted by Defendants' relentless pursuit of our eviction, and
2 wanting to reclaim our lives, we surrendered possession of our home at 71 Hill Street.

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7 I declare under penalty of perjury that the foregoing is true and correct. Executed in San
8 Francisco, California.

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10 DATED:

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11/19/15



DALE DUNCAN
former tenant at 71 Hill Street

1 **PROOF OF SERVICE**

2 I, MORRIS ALLEN, declare as follows:

3 I am a citizen of the United States, over the age of eighteen years and not a party to the
4 above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza
5 Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

6 On December 1, 2015, I served the following document(s):

7 **DECLARATION OF DALE DUNCAN IN SUPPORT OF PRELIMINARY INJUNCTION
8 WITH EXHIBITS A THROUGH L**

9 on the following persons at the locations specified:

10 Aleksandr A. Volkov, Esq.
11 211 Gough Street, Suite 116
12 San Francisco, CA 94102
13 E-mail: alex@volff.com

14 VIA PERSONAL DELIVERY AND
15 ELECTRONIC SERVICE

16 Julie N. Nong, Esq.
17 NT Law

18 2600 W. Olive Avenue, Fifth Floor #647
19 Burbank, CA 91505

20 E-mail: julienong@ntlawgroup.com
21 VIA ELECTRONIC SERVICE

22 in the manner indicated below:

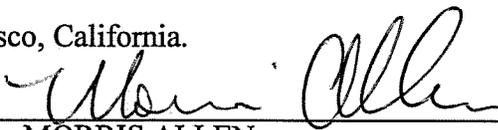
23 **BY PERSONAL SERVICE:** I sealed true and correct copies of the above documents in addressed
24 envelope(s) and caused such envelope(s) to be delivered by hand at the above locations by a professional
25 messenger service. A declaration from the messenger who made the delivery is attached or will
26 be filed separately with the court.

27 **BY OVERNIGHT DELIVERY:** I sealed true and correct copies of the above documents in addressed
28 envelope(s) and placed them at my workplace for collection and delivery by overnight courier service. I am
readily familiar with the practices of the San Francisco City Attorney's Office for sending overnight deliveries.
In the ordinary course of business, the sealed envelope(s) that I placed for collection would be collected by a
courier the same day.

BY ELECTRONIC MAIL: Based on a court order or an agreement of the parties to accept electronic
service, I caused the documents to be served electronically through File & ServeXpress in portable document
format ("PDF") Adobe Acrobat.

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

Executed December 1, 2015, at San Francisco, California.


MORRIS ALLEN

INDEX TO EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Residential Lease-Rental Agreement and Deposit Receipt received from Dale Richard Duncan re 71 Hill
B	Letter to Tenants, 69-75 Hill Street, from Allison Chapleau dated May 16, 2014, and Letter from Dale Duncan to Allison Chapleau
C	Handwritten letter to Anna from Dale Duncan re 69-75 Hill Street, dated 10/1/14
D	Letter to Dale Duncan from Zoriall LLC re Request For Documentantion [sic] & Notice to Remove all Work Items From Ground Level dated October 16, 2014
E	Letter to All Occupants, 69-75 Hill Street, from Zoriall LLC re Change of Mail Box and Notice to Remove All Items in Lower Level dated November 9, 2014
F	Letter to Anne Kihagi Swain/dba Zoriall LLC from Dale Duncan, Marta Munoz, Emilia Duncan Munoz dated 3/9/15
G	Report of Alleged Wrongful Serverance of a Housing Service Pursuant to Ordinance 37.2(r) by Dale R. Duncan received by Rent Board March 9, 2015
H	Memorandum from Residential Rent Stabilization and Arbitration Board to Anna Swain, Zoriall LLC re 71 Hill Street, San Francisco CA dated March 26, 2015
I	Letter to Anne Kihagi and Zoriall LLC from Dale Duncan and Marta Munoz dated 4/6/15 with mailing receipt
J	Letter to Anne Kihagi from 69-75 Hill St. Tenants Union, Marta Munoz, Dale Duncan, Brian Smyth, Ben Hutchinson, Tim Scoppetta, Bryan Hoffman dated 4/7/15
K	Report of Alleged Wrongful Eviction re 71 Hill Street received by Rent Board April 17, 2015
L	Sixty Day Notice of Termination of Tenancy to Dale Richard Duncan, Marta Munoz Mendoza re 71 Hill Street, San Francisco, California from Karen Y. Uchiyama, Esq., dated April 17, 2015

EXHIBIT A

RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM Dale Richard Dymon hereinafter referred to as Tenant,
 the sum of \$ 12,200.00 One thousand two hundred twenty 00 (DOLLARS),
 evidenced by _____ as a deposit which, upon acceptance of this rental agreement, the Owner
 of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	DEPOSIT RECEIVED	BALANCE OWNING FROM TO OCCUPANCY
Rent for the period from <u>Jun 5/1974</u> to <u>June 5/1974</u>	\$ <u>750.</u>	\$ <u>750.</u>
Security deposit (not applicable toward last month's rent)	\$ <u>2.50.</u>	\$ _____
Other <u>Last month's rent</u>	\$ <u>975.</u>	\$ _____
TOTAL	\$ <u>1727.50.</u>	\$ _____

In the event this agreement is not accepted by the Owner or his authorized agent, within N/A days, the total deposit received shall be refunded.
 Tenant hereby offers to rent from the Owner the premises situated in the City of San Francisco County of San Francisco
 State of California described as 74 Hill Street
 and consisting of 2 bedrooms 1 bath apartment upon the following TERMS and CONDITIONS:

- TERM:** The term hereof shall commence on June 10th, 1974, and continue (check one of the two following alternatives):
 until _____ for a total term of _____ days.
 on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party 30 days written notice delivered by certified mail.
- RENT:** Rent shall be \$ 975. per month, payable in advance upon the 1st day of each calendar month to Owner or his authorized agent, at the following address: 74 Hill Street, San Francisco.
 If such other places as may be designated by Owner from time to time. In the event rent is not paid within 5 days after due date, Tenant agrees to pay a late charge of \$ 25. plus interest at 1% per month on the delinquent amount. Tenant further agrees to pay a 2.50 late charge disclosed bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent arrearage on the second day of the rental period. Any unpaid balances remaining after expiration of occupancy are subject to 12% interest per month or the maximum rate allowed by law.
- MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
- UTILITIES:** Tenant shall be responsible for the payment of all utilities and services, except Water & Garbage which shall be paid by Owner.
- USE:** The premises shall be used exclusively as a residence with no more than Two (2) persons. Guests staying more than a total of 30 days in a calendar year shall be considered occupants and not guests.
- ANIMALS:** No animals shall be brought on the premises without the prior consent of the Owner.
- HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a workshop on the premises without prior written consent of the Owner.
- ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
- ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.
- MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may at any time give Tenant in written inventory of fixtures and furnishings on the premises and Tenant shall be deemed to have possession of all such fixtures and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, fixtures and furnishings furnished and shall, upon the term of termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not post, paste or otherwise make alterations or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds. If such grounds are a part of the premises and are exclusively for the use of the Tenant, Tenant shall not commit any waste upon said premises, or any substance or act which may detract the quiet enjoyment of any tenant in the building.
- INVENTORY:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.
- DAMAGE TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, provided written notice to the other party, to be given within fifteen (15) days after occurrence of such damage, except that should such damage or destruction occur as the result of the negligence or negligence of Tenant, or his invitees, then Owner may still have the right to terminate. Should this right be exercised by either Owner or Tenant, then the portion of the damage which shall be apportioned between the parties as of the date the damage occurred and any prepaid rent and deposit shall be refunded to Tenant. This Lease is not terminable, from Owner shall properly repair the premises and there shall be a proportional reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportional reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.
- ENTRY AND INSPECTION:** Owner shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, or other maintenance, or to perform any other services, on the premises to prospective or actual purchasers, mortgagees, lessees, workmen or contractors; (c) when Tenant has abandoned or surrendered the premises. Except under (a) and (b), entry may not be made other than during normal business hours, and without notice at least 24 hours prior notice to Tenant.
- INDEMNIFICATION:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof, or in connection therewith, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damage for which Owner is legally responsible.
- PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant shall terminate this agreement if possession is not delivered within _____ days of the commencement of this term hereof.
- DEFAULT:** If Tenant shall fail to pay rent when due, or shall violate any other provision of this agreement, then and from that time Tenant shall be in default of this agreement.

EXHIBIT "A"

1. **TERM:** This lease is for a term of 12 months, for a total rent of \$ 1200 on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party 30 days written notice delivered by certified mail.

2. **RENT:** Rent shall be \$ 97.50 per month, payable in advance, until the 1st day of each month to Owner or his authorized agent, at the following address: 73 Hill Street, San Francisco or at such other place as may be designated by Owner from time to time. In the event rent is not paid on or before the 15th day after due date, Tenant agrees to pay a late charge of \$ 2.50 per month on the amount of rent due. If rent is not paid on or before the 30th day after due date, Tenant agrees to pay a late charge of \$ 5.00 per month on the amount of rent due. If rent is not paid on or before the 60th day after due date, Tenant agrees to pay a late charge of \$ 10.00 per month on the amount of rent due. The late charge period is not a grace period, and Owner is entitled to terminate this lease if rent is not paid on or before the second day of the rental period. Any unpaid balances remaining after termination of occupancy are subject to 10% interest per month on the amount of such balance, as provided by law.

3. **MULTIPLE OCCUPANCY:** It is agreed and understood that the premises shall be occupied by the Tenant and his family and household. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

4. **UTILITIES:** Tenant shall be responsible for the payment of all utilities and services, except: Water + Garbage which shall be paid by Owner.

5. **USE:** The premises shall be used exclusively as a residence with no more than Two persons. Guests staying more than a total of 30 days in a calendar year shall be considered occupants and not guests.

6. **AMENITIES:** No animals shall be brought on the premises without the prior consent of the Owner.

7. **HOUSE RULES:** It is agreed that the premises are a portion of a building containing more than one unit. Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, articles, parking, and use of common areas. Tenant shall not have a vehicle on the premises without prior written consent of the Owner.

8. **ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now existing, or which may hereafter be in force, pertaining to the use of the premises.

9. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner.

10. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Owner may, at any time, give Tenant a written inventory of furniture and furnishings on the premises and Tenant shall be deemed to have possession of all such furniture and furnishings in good condition and repair, unless he objects thereto in writing within five (5) days after receipt of such inventory. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or waste. Such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

11. **INVENTORY:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.

12. **DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenantable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or his invitees, then Owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties on the date the damage occurred and any prepaid rent and unearned security deposit shall be returned to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate deduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

13. **ENTRY AND INSPECTION:** Owner shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; (c) when Tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours, and without not less than 24 hours prior notice to Tenant.

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

15. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant shall indemnify this agreement if possession is not delivered within 5 days of the commencement of the term hereof.

16. **DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the work at the time of such termination, or at the time of an award if suit be instituted to enforce the provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant would have reasonably avoided.

17. **SECURITY:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent.

18. **DEPOSIT REFUNDS:** The balance of all deposits shall be returned within two weeks from date possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits by Owner.

19. **ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof or to enforce the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including the cost of collection of such fees and costs.

20. **WIVES:** No action of Owner to enforce any term hereof shall be deemed a waiver. The acceptance by Owner shall not waive his right to enforce any term hereof.

21. **NOTICES:** Any notice which either party may give or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the premises or to Owner at the address shown herein or at such other place as may be designated by the parties from time to time.

22. **HOLDING OVER:** Any holding over after expiration hereof, with the consent of Owner, shall be considered as a month-to-month tenancy in accordance with the terms hereof, as applicable, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail.

23. **TIME:** Time is of the essence of this agreement. **ADDITIONAL TERMS AND CONDITIONS** set out further on page two.

ENTIRE AGREEMENT: This foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The foregoing Exhibits, if any, have been made a part of this agreement before the parties' execution hereof.

The undersigned Tenant hereby certifies that he is the sole tenant for the premises.

DATE: 12-1-77

EXHIBIT B



May 16, 2014

Tenants
69-75 Hill Street
San Francisco, CA. 94110

RE: Tenant Questionnaire

Dear Tenants:

The owner of the property has decided to sell the property at 69-75 Hill Street, San Francisco.

Enclosed is a rental questionnaire along with information regarding San Francisco tenants rights. The purpose of this form is to insure that there are no discrepancies between the current owner and that, which is provided by you. This benefits all parties involved, thank you in advance for your cooperation

If you have any comments, questions, or concerns please let me know.

Sincerely,

Allison Chapleau
www.allisonchapleau.com
415-516-0648
achapleau@apr.com
DRE 01369080

Allson Chapleau, c/o Alain Pinel Realtors

Rental information for:

69-75 Hill St. , San Francisco, Ca 94110

Allison,

The following information is being provided to confirm rental agreement for 71 Hill St.

Tenants: Dale Duncan, his wife Marta Munoz, and daughter Emilia Duncan, student in SFUSD.

Monthly rental: \$1,261.85, effective January 1st 2012. Paid monthly on 1st, past due on the 5th.

Utilities included: Water and trash service.

Deposit held since 03/01/1994: \$975. No interest has been paid to date.

Additional uses included in monthly rent:

Parking: Center exterior space of 3 located at rear of property.

Access to roof and basement garage via exterior staircase and basement garage doors.

Use of coin operated laundry in basement. -

Bicycle/surfboard/ladder etc. storage in basement. -

Pets OK, dog or cat. None currently.

Co tenants/subletters have been permitted and not been subject to owner approval.

Apartment was rented as unfurnished and all furnishings, including bedroom closet and additional bathroom cabinetry, are property of tenants.

Best regards,

Dale Duncan

[REDACTED]

[REDACTED]

EXHIBIT C

10-1-14

ANNA,

THIS LETTER IS TO ADVISE YOU
OF SOME REPAIR/MAINTENANCE ISSUES AT
69-75 HILL ST.

(A) THE COIN BOX ON WASHING MACHINE IS
FULL AND PREVENTS THE MACHINE FROM
WORKING. COINS JAM AND WON'T RUN.

(B) WATER HEATER AT 71 HILL ST. IS
LEAKING. APPEARS TO BE RUSTED AT
BOTTOM AND LEAKING SLOWLY. IT IS 11
YEARS OLD, ^{WITH A} 9 YEAR WARRANTY ~~THAT~~ WE
ARE MOPPING UP WATER TO KEEP IT FROM
FLOWING DOWNSIDE BUT THE LEAK COULD
INCREASE ANYTIME. HENCE MY TERM. MARKED URGENT.

PLEASE ADVISE ON ABOVE.

THANK YOU, DALE DUNCAN

EXHIBIT D

ZORIALI LLC
584 Castro Street, #199
San Francisco, CA 94114
(415) 691-1264

October 16, 2014

Dale Duncan
71 Hill Street
San Francisco, CA 94110

**REQUEST FOR DOCUMENTATION &
NOTICE TO REMOVE ALL WORK ITEMS FROM GROUND LEVEL**

Hi Dale,

We notified you to remove items in you are storing in the ground level including work ladders, paint supplies, materials and bikes for your household. We notified you that the prior landlords did not allow you to use this space. We also learned that you had previously done the same in regards to parking and forcibly taken a slot without any proof of permission nor any payment.

If you disagree with the information we received, please provide any written acknowledgement giving you permission to use the ground level and any corresponding payment for additional amounts you have paid for those items. While you are at it, any similar document regarding your parking space.

In the meantime, you should remove all your items while we await your response and conduct any inquiry of such response.

Sincerely,



Zoriali LLC

Note: Management's failure to require compliance with conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Management/Landlord or such condition or right. Management's / Landlord's acceptance of the rent with knowledge of default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Management's / Landlord's rights with respect to that or any subsequent right. It is further agreed between the parties that payment of rent at any time shall not be a waiver to any Unlawful Detainer action unless Management in writing specifically acknowledges that this constitutes a waiver to the Unlawful Detainer action.

EXHIBIT 'R'

EXHIBIT E

ZORIAL LLC
584 Castro Street, #199
San Francisco, CA 94114
(415) 691-1264

November 9, 2014

All Occupants
69-75 Hill Street
San Francisco, CA 94114

CHANGE OF MAIL BOX AND
NOTICE TO REMOVE ALL ITEMS IN LOWER LEVEL

Hi Everyone,

We noticed that the mail slots are too small for some of the larger items being delivered. We ordered and are installing the new boxes. We spoke to the Post Office local center and they can take up to a month to get a lock. In the meantime, they will continue to deliver the mail.

We also previously altered several of you to clear all your personal items from the lower level of the building. We noticed bikes and some trash that need to be cleared. Please remove those last items no later than November 24th as after that day as we will assume they don't belong to anyone and we will remove the items.

Sincerely,



Zorall LLC

Note: Management's failure to require compliance with conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Management/Landlord or such condition or right. Management's / Landlord's acceptance of the rent with knowledge of default under agreement by Tenant shall not be deemed a waiver of such default, nor shall it limit Management's / Landlord's rights with respect to that or any subsequent right. It is further agreed between the parties that payment of rent at any time shall not be a waiver to any Unlawful Detainer action unless Management in writing specifically acknowledges that this constitutes a waiver to the Unlawful Detainer action.

EXHIBIT F

Anne Kihagi Swain/ DBA: Zoriall LLC

3/9/15

PO Box #199
584 Castro St
San Francisco, CA, 94114

Anne Kihagi Swain,

We live at 71 Hill St.

There have been a series of actions and inactions on your part that have caused high level of emotional stress and anxiety in our home since your purchase of 69-75 Hill St. in July of 2014. We would like to review these events for you.

Shortly after you purchased this property we called as a courtesy and to inform you of the tag on the building regarding a sidewalk repair required by the city. We mentioned the sidewalk garden program that was working in the neighborhood and that it might save you some money on concrete work, we were harshly rebuffed with "I'm not spending any damn money on maintenance". We'd hoped for better as our relationship with the previous owner had been quite cordial and we had mutual respect for the neighborhood.

Not long after our water heater was leaking and we called to inform you. We were rudely told not to call, to only contact you via text or letter. We then sent several texts and a letter regarding the leaking heater. After 2 weeks of mopping the floor every few hours and not hearing from you, we notified the the SF Building Department. Water heater was subsequently replaced by an unlicensed contractor and installed without permit and without proper venting or drain.

Then the building power went out. We texted you about the outage and gave you the meter number. Your reply was that there was no meter and that you had been working with PG&E for months to figure it out. We then pointed out that the meter number was in first text. There was no mystery, just an unopened account by a professional landlord. We went for a week without exterior lighting and laundry. It was a very unsafe period for my family getting in or out of the house or to laundry at night due to the unlit porch and stairs.

Shortly after, an SF water company service man came to shut off water to building. Luckily we were home and he was kind enough to delay, giving us time to call the water department. We subsequently found that you had never opened an account, despite owning the property for over 3 months.

Next our existing mailboxes are changed for no reason and the individual box keys were not given to us. We then had to try and catch the mailman to receive mail. A month later we are given a copy of the key.

After mailbox was changed we received notification of their change. This notice also included a demand to remove bicycles from garage, despite the fact that garage bicycle storage was provided for in our original lease and our estoppel, and prohibited in the unit by "new house rules". These changes feel like an unprovoked attack and we are increasingly feeling anxious and stressed in what has been our peaceful home for years.

Power then goes out at building again due to lack of payment. We received a letter from PG&E advising us of their repeated attempts to contact you. Once again we are without laundry and trying to find our way in and out of house in the dark. With a young child this felt very unsafe for us and scary for her.

Fellow tenants in the building receive a notice to stop using their parking spaces in garage. It has become blatant that you are harassing everyone in the building. Your behavior has been a very stressful and time consuming for all of us.

We next receive a letter from the SF city attorney's office requesting permission to inspect our building. Given what has been going on we grant them permission to inspect.

On March 4th, 2015, an inspection team, including deputy city attorneys, Sr. building inspectors, and housing dept. officials arrive at our home. They are stopped by you and several large private security guards at our front gate. They are prevented from entering until invited by us. Your security force continue to follow everyone around, blocking access to the common areas of 69-75 Hill St. You and the security agents film us in and around our home.

Later that day, after the city task force has left, workers show up with a truck full of lumber and tools. They quickly proceed to erect a barricade wall at the base of our back stairs and change garage door lock, effectively shutting us out of the garage, laundry, bicycle parking, and storage. When we ask one of the workers about what he is doing, we get no answer. When we take pictures to document event he gets out of the truck and charges at us, screaming "Fuck you motherfucker!"

When asked what you were doing closing up our access within building, your only reply was "the laundry is gone". Then you threaten to install surveillance cameras. Our home has come under siege by you, your guards, and your workers.

We are at a loss trying explain to our young daughter what has been going on these past months. This is the only home she has known. Our family has been feeling great emotional stress and anxiety since you've become the owner of our building. Of late we are also experiencing concern for our safety.

We have lived here for many years in peace. We love our home, our neighbors, and our community. We have never been negligent in paying rent. We take care of our apartment and the common areas.

We ask that you abide by proper business practices, follow city and state rental housing laws, restore our access to laundry, parking, and storage, pay your utility bills, and stop harassing us.

Sincerely,

Dale Duncan, Marta Munoz, Emilia Duncan Munoz

71 Hill St.
San Francisco, Ca
94110

EXHIBIT G

Royn

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

RECEIVED

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

2015 MAR -9 PM 7:48

(Please Print) My name is: DALE R DUNCAN

Work Phone: [Redacted] Home Phone: [Redacted] Other Phone: [Redacted]

Fax #: [Redacted] E-mail: [Redacted]

I have lived at 71 HILL ST 94110 since 3/1/94

My mailing address (if different) is: [Redacted]

The entire building address (including the lowest and highest numbers) is: 69-75 HILL ST. 94110

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

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

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

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

The person or business I pay my rent to is: ANNE KIHAGI SWAN / ZORIAL LLC

The owner's name is: ANNE KIHAGI SWAN

The owner's mailing address is: 584 CASTRO ST. SAN FRANCISCO, CA 94110

Work Phone: 415 691-1264 Home Phone: [Redacted] Other Phone: [Redacted]

The master tenant's name (if applicable) is: [Redacted]

The master tenant's mailing address is: [Redacted]

Work Phone: [Redacted] Home Phone: [Redacted] Other Phone: [Redacted]

The landlord's attorney/representative (if applicable) is: [Redacted]

The attorney/representative's mailing address is: [Redacted]

Work Phone: [Redacted] Home Phone: [Redacted] Other Phone: [Redacted]

The name, mailing address and phone number of MY representative attorney interpreter (if any) is: NANCY M CONWAY Work Phone: 415 241-1140

345 FRANKLIN ST SAN FRANCISCO, CA 94102 Fax Number: 415-241-1156

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

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

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

- 1. I received a written and/or oral notice to stop using the following housing service (check one):
2. I have attached a copy of the notice to this Report of Alleged Wrongful Severance.
3. I have attached other supporting evidence to this Report of Alleged Wrongful Severance.
4. My use of the housing service was supposed to stop on the following date:
5. I did not stop using the housing service on the following date:
6. The landlord reduced my rent by the following amount for the decreased housing service:

7. I believe the severance of the housing service is wrongful because (use additional sheet if needed):
GARAGE ACCESS, STORAGE, BICYCLE PARKING, AND USE OF LAUNDRY HAS BEEN PART OF MY LEASE SINCE INCEPTION 3/94. NEW OWNER HAS BOARDED UP ACCESS AND CHANGED LOCKS ON GARAGE DOOR AND HAS TURNED REVERSE OF

- 8. I understand that I am responsible for my own defense in any lawsuit. I release the Rent Board, its members and staff, the City and County of San Francisco, and any and all of its officials or employees from claims arising out of my filing of this complaint or the Rent Board's action upon it.
9. Have you or your landlord previously filed a petition or report with the Rent Board concerning this property?

DECLARATION OF TENANT(S)

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

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

Print Tenant's Name: DALE R DUNCAN
Tenant's Signature: [Signature]
Dated: 3/9/15

25 Van Ness Avenue #320
San Francisco, CA 94102-8033

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

Phone 415.252.4602
FAX 415.252.4699

EXHIBIT H



MEMORANDUM

TO: Anna Swain, Zorialis LLC

FROM: Roger Levin, Eviction Unit (252-4634)

DATE: March 26, 2015

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

CASE NO: E150461

PROPERTY: 71 Hill Street, San Francisco CA 94110

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

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

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

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

cc: Dale Duncan (Tenant); Rent Board files

EXHIBIT I

4/6/15

Anne Kihagi and Zorall LLC

It has been over a month since you removed our family's access to laundry and bicycle storage services without notice or just cause.

Without access to our long established and appropriate storage in the ground level garage, I struggle each day to get my bike up and down 2 flights of stairs. This is quite tiresome and awkward. It is also causing back problems for me.

In addition, we now spend many hours each week, traveling to and waiting in laundromats. We are a family of 3 with a young child and have substantial laundry needs. Without the security of laundry facilities in our own building the task has become exponentially more time consuming.

Can you please advise us in writing as to why these long established housing services have been removed from our tenancy?

Regards,
Dale Duncan and Marta Munoz

Sent via Regular and Registered Mail

7007 0220 000J 3827 9969

Postage	\$ 0.49
Confid Fee	3.30
Return Receipt Fee (Endorsement Required)	
Registered Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.79

Sent To: ZORIALI LLC
 Street, Apt., P.O. or PO Box No.: 587 CASTRO
 City, State, Zip: SAN FRANCISCO, CA 94114

Postmark: 4/15/15

EXHIBIT J

4/7/15

Dear Anne Kihagi,

On March 4th 2015, as San Francisco building inspectors were inspecting our building, you were heard to remark that you planned on moving your sister into unit 73 at Hill St., occupied by Nick Reggar and Erin Fromherz.

On March 19th it came to our attention that the deed on our building at 69-75 Hill St., San Francisco was transferred from Zorlall LLC to Christine Mwangi. Due to the threat of eviction and your ongoing harassment, Unit 73 is now being vacated by Nick and Erin on 4/15/15. Please be advised that a Notice of Owner Move In to any of the remaining occupied units would be in bad faith and would show lack of good faith and an ulterior motive.

Regards,

The 69-75 Hill St. Tenants Union

Marta Munoz

Dale Duncan

Brian Smyth

Ben Hutchinson

Tim Scoppetta

Bryan Hoffman

EXHIBIT K

E150461



San Francisco Residential Rent Stabilization and Arbitration Board

RECEIVED
 2015 APR 17 PM 1:06
 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 ↓

71 Hill ST 71 San Francisco, CA 94110
 Street Number of Unit Street Name Unit Number Zip Code

69-75 Hill ST 5
 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: 3/93 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: 1

Please list the case numbers of prior relevant Rent Board petitions: E150461

↓ Tenant Information ↓

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

DALE R DUNCAN
 First Name Middle Initial Last Name

71 Hill ST SAN FRANCISCO CA 94110
 Mailing Address: Street Number Street Name Unit Number City State Zip Code
(be specific, e.g. 1, 2, A, B, upper/lower/earfront)

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

NANCY M CONWAY
 First Name Middle Initial Last Name

345 Franklin St. SAN FRANCISCO CA 94102
 Mailing Address: Street Number Street Name Unit Number City State Zip Code

415 241-1146 415 370 6264
 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

ANNE KIKAGI SWAIN
First Name Middle Initial Last Name
504 CASTRO ST. # 199 SAN FRANCISCO, CA 94114
Mailing Address: Street Number Street Name Unit Number City State Zip Code
415 691-1264
Primary Phone Number Other Phone Number

Master Tenant Information (if applicable)

DALE R DUNCAN
First Name Middle Initial Last Name
71 HILL ST. SAN FRANCISCO, CA 94110
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.

San Francisco Residential Rent Stabilization and Arbitration Board

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 []

The eviction notice requires me to vacate my rental unit by: []

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

2. On [] the landlord orally told me to vacate my rental unit and/or through conduct has tried to make me move out by: []

[] 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: 1/9/85 My current rent is \$ 7261.85

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

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

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

An Unlawful Detainer (eviction) action has been filed in Superior Court: [] Yes [X] 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 [X] 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 [X] 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.)

San Francisco Residential Rent Stabilization and Arbitration Board

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

LANDLORD HAS BEEN ANTAGONISTIC AND NEGLIGENT IN AN OBVIOUS ATTEMPT TO HAVE US VACATE. SEE ATTACHED TIMELINE AND DOCUMENTATION. LANDLORD HAS GIVEN NO RESPONSE TO LETTERS

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.

DALE DUNCAN
(Print Name)


(Signature of Tenant)

4/17/15
(Date)

(Print Name)

(Signature of Tenant)

(Date)

(Print Name)

(Signature of Tenant)

(Date)

Anne Kihagi Swain/ DBA: Zorall LLC
3/9/15
PO Box #199
584 Castro St
San Francisco, CA, 94114

3/9/15

Anne Kihagi Swain,

We live at 71 Hill St.

There have been a series of actions and inactions on your part that have caused high level of emotional stress and anxiety in our home since your purchase of 69-75 Hill St. in July of 2014. We would like to review these events for you.

Shortly after you purchased this property, a courtesy call was placed to say hello and inform you of the recent tagging of the building regarding a sidewalk repair required by the city. We tried to tell you about the city wide sidewalk garden program and were harshly rebuffed with "I'm not spending any damn money on maintenance". We'd hoped for better as our relationship with previous owner Chris Vanderstaay had been quite cordial and he was a good neighbor.

Not long after our water heater was leaking and we called to inform you. We were rudely told not to call, to only contact you via text or letter. We then sent several texts and a letter regarding the leaking heater. After 2 weeks of mopping the floor every few hours, we notified the the SF Building Department. Water heater was subsequently replaced.

Then the building power went out. We texted you about the outage and gave you the meter number. Your reply was that there was no meter and that you had been working with PG&E for months to figure it out. We then pointed out that the meter number was in first text. There was no mystery, just an unopened account by a professional landlord. We went for a week without exterior lighting and laundry. It was very unsafe for my family getting in or out of house in the evening due to the unlit stairs.

Shortly after, an SF water company service man came to shut off water to building. We were home and he was kind enough to delay, giving us time to call the water department. We found that you had never bothered to open an account, despite owning the property for over 3 months.

Next our existing mailboxes are changed for no reason. The individual box keys were not given to us. We then had to try and catch the mailman to receive mail. A month later we are given a copy of the key.

After mailbox change we received notification of their change. This notice also includes a demand to remove bicycles from garage, despite the fact that garage bicycle storage was provided for in our original lease and our estoppel, and prohibited in the unit by "new house rules". These changes appeared baseless and we were increasingly feeling anxious and harassed.

Power at building goes out again due to lack of payment. We received a letter from PG&E advising us of their repeated attempts to contact you. Once again we are without laundry and trying to find our way in and out of house in the dark. With a young child this felt very unsafe for us and scary for her.

Fellow tenants in the building receive an illegal notification of severance regarding parking. The implication is now quite clear that you as building owner have no understanding and/or regard for rental housing laws. This has been a very stressful and time consuming as we are now having to research and verify our rights.

We next receive a letter from the SF city attorney's office requesting permission to inspect our building. Given what has been going on we grant them permission to inspect.

On March 4th, 2015, the inspection team including deputy city attorneys, Sr. building inspectors, and housing dept. officials arrive at our home and are stopped by several private guards at our front gate. They are prevented from entering until invited by us. Your security continue to follow everyone around, blocking access to the common areas of 69-75 Hill St. You and the security agents film us in and around our home.

Later that day, after the city task force has left, your workers show up with a truck full of lumber and tools. They quickly proceed to erect a barricade wall at the base of our back stairs and change garage door lock, effectively shutting us out of laundry, bicycle parking, and storage. When we ask one of the workers about what he is doing, we get no answer. When we take pictures to document event he gets out of the truck and charges at us, screaming profanities.

When we asked you what you were doing closing up access in our building, your only reply was "the laundry is gone". Next you say you're going to install surveillance cameras. Our home has come under siege by you, your guards, and your workers.

We are at a loss trying explain to our young daughter what has been going on these past months. This is the only home she has known. Our family has been feeling great emotional stress and anxiety since you've become the owner of our building. Of late we are also experiencing concern for our safety.

We have lived here for many years in peace. We love our home, our neighbors, and our community. We ask that you abide by proper business practices, follow the city and state laws regarding rental housing, and cease harassment.

Sincerely,

Dale Duncan, Marta Munoz, Emilia Duncan Munoz
71 Hill St.
San Francisco, Ca
94110

4/6/15

Anne Kihagi and Zoriall LLC

It has been over a month since you removed our family's access to laundry and bicycle storage services without notice or just cause.

Without access to our long established and appropriate storage in the ground level garage, I struggle each day to get my bike up and down 2 flights of stairs. This is quite tiresome and awkward. It is also causing back problems for me.

In addition, we now spend many hours each week, traveling to and waiting in laundromats. We are a family of 3 with a young child and have substantial laundry needs. Without the security of laundry facilities in our own building the task has become exponentially more time consuming.

Can you please advise us in writing as to why these long established housing services have been removed from our tenancy?

Regards,
Dale Duncan and Marta Munoz

Sent via Regular and Registered Mail

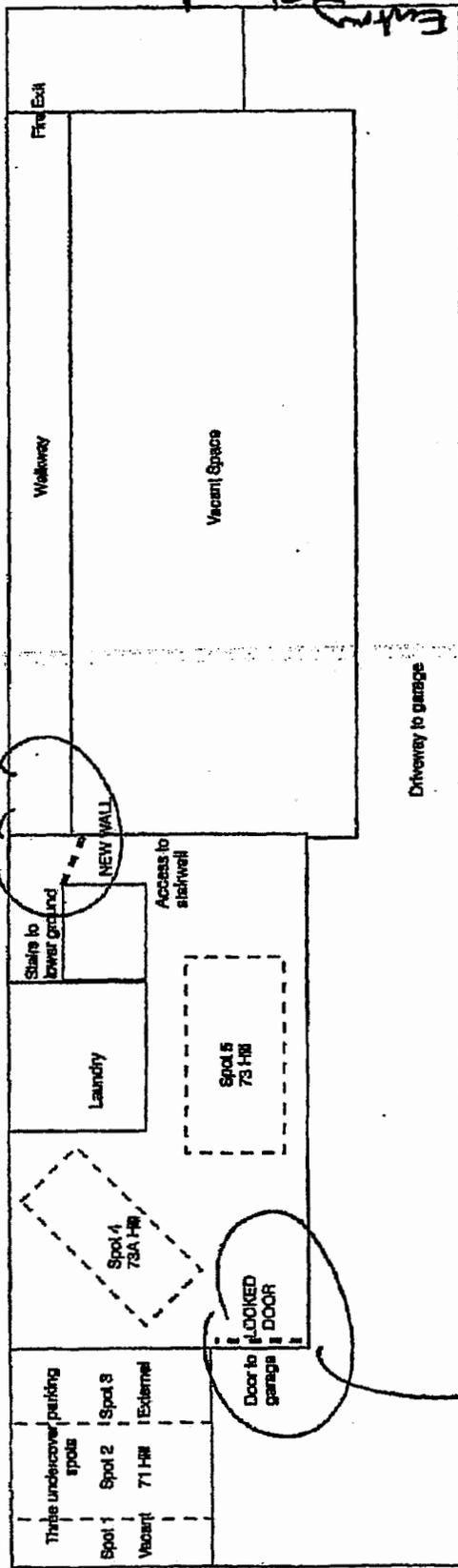
7007 0220 000J 3827 9969

Postage	\$ 0.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	
Registered Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.79

Postmark
SAN FRANCISCO
CA

Form 15
ZORIALL LLC
Street, Apt. No. or PO Box No. 584 CASTRO
City, State, ZIP+4 SAN FRANCISCO, CA 94114

Lower Ground
Floor - 69 - 75
Hill St



New wall

locked door



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

Date: 5/13/15

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: 71 HILL STREET
CASE NO. E150722

Dale R. Duncan
71 Hill Street
San Francisco, CA 94110
(Tenant Petitioner)

Nancy M. Conway
345 Franklin Street
San Francisco, CA 94102
(Tenant Attorney)

Anne K. Swain
584 Castro Street, #199
San Francisco, CA 94114
(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:

SEE ATTACHMENT

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 Aaron Morrison at 252-4611.
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:

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ATTACHMENT

**IN RE: 71 HILL STREET
CASE NO. E160722**

Tenant petitioner Dale Duncan reports that the landlord, Anne Kihagi Swain, purchased the property in July 2014. The tenant reports that he reached out to his new landlord shortly after the sale, and attempted to discuss a city-wide sidewalk garden program, to which the landlord replied "I'm not spending any damn money on maintenance." Not long afterwards, the tenant reports that he called the landlord to inform her about a water heater leak, in reply to which the landlord demanded to be only contacted via text or letter. The tenant reports that he followed up with several texts and a letter, but after two weeks of inaction by the landlord, was forced to contact DBI, after which the water heater was finally replaced.

The tenant reports that later the building power went out, and that he texted the landlord about the outage and gave her the meter number. The landlord reportedly replied claiming that there was no meter and that she had been working with PG&E for months to figure it out. The tenant alleges however that there always was a meter and that the landlord had in fact just failed to open an account with PG&E.

After that, the tenant reports that a person from the San Francisco PUC came to shut off water to the building. After inquiry, the tenant learned that the landlord had failed to open a water account, despite having owned the property for over three months.

Later, the tenant reports that the mailboxes were changed, but that the landlord failed to give the tenants their individual keys for a month. The tenant also reports that the landlord subsequently demanded that the tenant stop using the garage to store bicycles, even though such storage was provided for in the original lease.

The tenant reports that the power again was shut off due the landlord's lack of payment, and that PG&E sent a letter detailing their repeated attempts to contact the landlord.

Subsequently, the tenant reports receiving a letter from the San Francisco City Attorney's office requesting permission to inspect the building. The tenant granted permission. On March 4, 2015, the tenant reports that a city inspection team came by but was stopped by several private security guards at the front gate placed there by the landlord. They reportedly followed the inspectors around the building, blocking access to common areas, and filming everyone. After the city inspectors had left, the tenant reports that workers of the landlord arrived, barricaded the back stairs, changed the garage door lock, effectively shutting the tenants out of the laundry, bicycle parking, and storage. When the tenants took photos to document what was happened, the tenant reports that one of the workers charged at the tenants and screamed profanities.



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

page 2
Date:

ATTACHMENT

**IN RE: 71 HILL STREET
CASE NO. E150722**

The landlord should be aware that Section 37.10B of the Rent Ordinance prohibits a landlord from performing various acts of harassment in bad faith, including interrupting, terminating, or failing to provide housing services required by contract or law; failing to perform repairs and maintenance required by contract or law;; influencing or attempting to influence a tenant to vacate a rental housing unit through fraud, intimidation or coercion; threatening the tenant with physical harm; interfering with a tenant's right to quiet enjoyment of the premises; as well as other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet enjoyment of a lawful occupant and that cause, are likely to cause, or are intended to cause any lawful occupant to vacate, or surrender or waive any rights in relation to such occupancy.

Any person who is convicted of violating Section 37.10B shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of up to \$1,000, imprisonment of up to 6 months, or both. A landlord's breach of this Section may also subject him or her to significant civil liability, including three times the tenant's actual damages (including emotional distress if the landlord acted in knowing violation or in reckless disregard of this Section) or statutory damages of \$1000, whichever is greater, attorney fees, costs of suit, and punitive damages.



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

Date: 5/13/15

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。

Response to Receipt of Report Of Alleged Wrongful Eviction

**IN RE: 71 HILL STREET
CASE NO. E150722**

Dale R. Duncan
71 Hill Street
San Francisco, CA 94110
(Tenant Petitioner)

Nancy M. Conway
345 Franklin Street
San Francisco, CA 94102
(Tenant Attorney)

Anne K. Swain
584 Castro Street, #199
San Francisco, CA 94114
(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: 5/25/2015

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 Aaron Morrison at 252-4611.
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*

EXHIBIT L

SIXTY DAY NOTICE OF TERMINATION OF TENANCY
San Francisco Administrative Code Chapter 37.9(a), Subsection 8
Civil Code Section 1954.535
[Owner Move-In]

TO: DALE RICHARD DUNCAN, MARTA MUNOZ MENDOZA, and All Occupants in Possession of the real property located at 71 Hill Street, San Francisco, California 94110 (hereafter, "Subject Property").

PLEASE TAKE NOTICE THAT YOU ARE HEREBY required within sixty (60) days of the service upon you of this notice to vacate from and deliver possession of the Subject Property now being occupied by you, to the Owner, CHRISTINA MWANGI, who is authorized to take possession of the same by virtue of a 27 percent (27%) undivided ownership interest in the property situated in the City and County of San Francisco, State of California, commonly known as 71 Hill Street, San Francisco, California 94110.

THIS NOTICE IS INTENDED to terminate your tenancy and the written rental agreement by which you now hold possession of the Subject Property. If you fail to comply, legal proceedings will be instituted against you to recover possession, to declare said rental agreement forfeited, and to recover rents and damages for the period of unlawful detention, and court costs.

YOUR RENT OF \$1,261.85 shall be regularly due and payable to the Owners, up to and including the date of the termination of your tenancy.

Owner and landlord CHRISTINA MWANGI and this notice are in compliance with 24 CFR Sections 982.310, **San Francisco Administrative Code Chapter 37** (San Francisco Residential Rent Stabilization and Arbitration Ordinance, or "the Rent Ordinance"), particularly, **Section 37.9(a), Subsection (8)** in that:

Owner and landlord, CHRISTINA MWANGI, seeks to recover possession of the Subject Property at 71 Hill Street, San Francisco, California 94110 in good faith, without ulterior reasons, and with honest intent, for the use and occupancy of the Owner who currently rents an apartment at 3947 18th Street, Unit #6, San Francisco, CA 94114. The Owner CHRISTINA MWANGI intends to move out into the Subject Property and occupy and reside at the Subject Property as her principal residence, for a period of at least 36 continuous months, and she will move into the Subject Property within three months of the date that you actually vacate it. The Owner will properly petition the San Francisco Rent Board for additional time, if necessary.

For purposes of this subsection, the term "landlord" shall be defined as an owner of record on or before February 21, 1991 of at least 10% interest of the Subject Property, and as an owner of record after February 21, 1991 of at least 25% interest in the Subject Property, or, for Section 37.9(a)(8)(i) only, two individuals registered as Domestic

Partners as defined in San Francisco Administrative Code Chapter 62.1-62.8 whose combined ownership of record is at least 25 percent.

Owner CHRISTINA MWANGI is acting in good faith, with honest intent, and without ulterior motive by way of commencing this proceeding, and has complied with the provisions of the San Francisco Administrative Code Section 37.9(a)(8)(ii) *et seq.* and all other mandates of state and local law. Since you have resided at the Subject Property for at least one year and there is a minor child residing at the Subject Property, the expiration date of this Notice falls outside your child's school year and outside the school year of San Francisco Unified School District, as required by Section 37.9(j) of the San Francisco Residential Rent Stabilization and Arbitration Ordinance.

Section 37.9(a)(8) states that a landlord may recover possession of the rental unit in good faith, without ulterior reasons and with honest intent "(i) For the landlord's use or occupancy as his or her principal residence or a period of at least 36 continuous months." Section 37.9(a)(8) also states that a landlord may recover possession of the rental unit in good faith, without ulterior reasons and with honest intent "(ii) For the use of occupancy of the landlord's grandparents, grandchildren, parents, children, brother or sister, or the landlord's spouse, or the spouse of such relations, as their principal place of residency for a period of at least 36 months, in the same building in which the landlord resides as his or her principle place of residency, or in a building in which the landlord is simultaneously seeking possession of a rental unit under 37.9(a)(8)(i)..."

A landlord may not recover possession under Section 37.9(a)(8) if any comparable unit owned by the landlord in San Francisco is already vacant and is available, or if such unit becomes vacant and available before the recovery of possession, the landlord shall rescind the notice to vacate and dismiss any action filed to recover possession of the premises. Provided further, if a non-comparable unit becomes available before the recovery of possession, the landlord shall offer that unit to the tenant. It shall be evidence of lack of good faith if a landlord times the service of the notice, or the filing of an action to recover possession, so as to avoid moving into a comparable unit, or to avoid offering a tenant a replacement unit. It shall be rebuttably presumed that the landlord has not acted in good faith if the landlord or relative for whom the tenant was evicted does not move into the unit within three months of the date you actually vacate the unit and occupy said unit for a minimum of 36 continuous months.

Once a landlord has successfully recovered possession of a rental unit pursuant to Section 37.9(a)(8)(i), then no other current or future landlords may recover possession of any other rental unit in the building under Section 37.9(a)(8)(i). It is the intention of this section that only one specific unit per building may be used for such occupancy, all future occupancies under Section 37.9(a)(8)(i) must be of that same unit, provided that a landlord may file a petition with the Rent Board, or at the landlord's option, commence eviction proceedings, claiming that disability or other similar hardship prevent him or her from occupying a unit which was previously occupied by the landlord.

CHRISTINA MWANGI is the record owner of the real property with an undivided twenty seven percent (27%) ownership interest in fee simple. She intends to recover possession of the Subject Property for her own use and occupancy, and as her principal place of residence for a period of at least 36 continuous months. The Owner is acting in good faith, without ulterior reasons, and with honest intent. The current ownership was recorded in San Francisco County on March 19, 2015. *A true and correct copy of the current Grant Deed recorded on March 19, 2015 is attached as Exhibit "A" to the Declaration of Owner CHRISTINA MWANGI herewith and incorporated herein by reference.*

PLEASE BE ADVISED THAT a landlord may not recover possession of a unit from a tenant under Section 37.9(a)(8) if the landlord has or receives notice, any time before recovery of possession, that any tenant in the rental unit (A) is 60 years of age or older and has been residing in the unit for ten (10) years or more, or B) is disabled within the meaning of Section 37.9(i)(1)(B)(i) and has been residing in the unit for ten (10) years or more, or is catastrophically ill within the meaning of Section 37.9(i)(1)(B)(ii) and has been residing in the unit for five (5) years or more. The provisions of Section 37.9(i)(1)(A) and (B) shall not apply where there is only one rental unit owned by the landlord in the building, or where each of the rental units owned by the landlord in the same building where the landlord resides (except the unit actually occupied by the landlord) is occupied by a tenant otherwise protected from eviction by Sections 37.9(i)(1)(A) and (B) and where the landlord's qualified relative who will move into the unit pursuant to Section 37.9(a)(8) is 60 years of age or older.

YOU HAVE 30 DAYS AFTER SERVICE OF THIS NOTICE upon you in which to invoke the protections of Section 37.9(i) and/or Section 37.9(j) of the Rent Ordinance. To invoke the protection of Section 37.9(i) and/or Section 37.9(j), you must, within 30 days after service of this Notice upon you, serve a statement upon the landlord, **including supporting evidence**, either through the United States Postal Service or by hand delivery, that you claim or do not claim to be a member of one of the classes protected by Section 37.9(i) and/or Section 37.9(j). Your failure to timely serve the landlord with your statement shall be deemed an admission that you are not protected by Section 37.9(i) or Section 37.9(j). The landlord may challenge your claim of protected, at the landlord's option, through commencement of eviction proceedings. You shall have the burden of proving your protected status. No civil or criminal liability shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

EFFECTIVE NOVEMBER 1, 1998; amended by Ord. No. 57-02, effective June 2, 2002; amended by Proposition H, effective December 22, 2006, *Section 37.9B of the San Francisco Administrative Code explains your rights and is attached hereto as Exhibit "B" and incorporated herein by reference.*

NOTE: The voters approved Proposition H on November 7, 2006, effective December 22, 2006, which requires landlord to pay relocation payments for "no fault" evictions such as an Owner Move-In Eviction under Section 37.9(a)(8) of the San Francisco Rent Ordinance.

Therefore, Section 37.9C of the San Francisco Administrative Code provides, in pertinent part,

“37.9C Tenants Rights to Relocation for No-Fault Evictions

(a) Definitions.

(1) Covered No-Fault Eviction Notice.

For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon **Section 37.9(a)(8)**, (10), (11), or (12).

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

(e) Relocation expenses shall be:

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

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Sections 12955.3 and 12926 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, 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 Eligible Tenant of entitlement to the additional relocation payment along with supporting evidence, and \$1,500.00 of which shall be paid when the Eligible Tenant vacates the unit. If you claim the additional \$3,000.00, please notify the Owner with supporting evidence of your eligibility for the additional payment. Within 30 days after notification to the Owner of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the Owner will give written notice to the Rent Board of your claim for additional relocation assistance and whether or not the Owner disputes the claim, without invalidating this Notice.

Since March 1, 2007, these relocation expenses have been increased annually, rounded to the nearest dollar, 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 date is made available by the United States Department of Labor and published by the Rent Board.

Effective March 1, 2015, relocation payments were increased to the following amounts: \$5,551.00 per Eligible Tenant with a cap of \$16,653.00 per rental unit, with an additional \$3,701.00 for each elderly (60 years or older) or disabled (per California Governmental Code section 12955.3) tenant or each household with at least one child under the age of 18 years old.

Please be advised that, based upon the Owner's information and belief, the following Eligible Tenants residing at the Subject Property are entitled to the following payments:

DALE RICHARD DUNCAN	\$11,102.00
MARTA MUNOZ MENDOZA	\$ 5,551.00
HOUSEHOLD PAYMENT	<u>\$ 3,701.00</u>
(One minor child)	\$20,354.00

One-half of the statutory relocation payment is being paid to you with the service of this Sixty (60) Day Notice of Termination of Tenancy. One-half, or ten thousand one hundred seventy seven dollars (\$10,177.00) will be paid when the Eligible Tenants, and each of them, vacate and/or subject to any credit that the Owner may be due. *Section 37.9C of the San Francisco Rent Ordinance, and the most recent Relocation Payments schedule for no cause evictions under Sections 37.9(a)(8), (10), (11), and (12) are attached collectively hereto as Exhibit "C" and incorporated herein by reference.*

No comparable rental unit is available for your occupancy. A noncomparable rental unit at 73 Hill Street became vacant prior to the expiration of this Notice and is being renovated. It will be offered to you for \$4,250.00 monthly rent after it is renovated and available for rent in approximately 4-5 months. Please contact the undersigned if you are interested in renting it.

The Owner's current principal place of residence is a rental unit located at 3947 18th Street, Unit #6, San Francisco, California 94114. The Owner CHRISTINA MWANGI owns the single family house where her mother resides, at [REDACTED] Fremont, California 94538. She also owns less than 5% membership interest in an investment real estate company called Katoka 5, LLC, which owns one two-unit apartment building at 3328 - 3330 26th Street, San Francisco, CA 94110. It is currently occupied by tenants with month-to-month tenancies and is not available to rent to you.

CHRISTINA MWANGI does not own or co-own any vacant, available, comparable or incomparable properties anywhere else, and she cannot offer any vacant rental property to you or the tenants being displaced.

The signed declaration of the Owner, CHRISTINA MWANGI is attached hereto and is incorporated herein by reference, and the pertinent law and relevant information has been provided to the tenant as required under Section 37.9B of the San Francisco Administrative Code. *In addition, pertinent information regarding Owner Move-In Evictions of Minor Children During the School Year is attached hereto as Exhibit "D."*

Be advised you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from your security deposit, if any. Please contact the Owner or her attorney to request an initial 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.

ADVICE REGARDING THIS NOTICE is available from the San Francisco Residential Rent Stabilization and Arbitration Board located at 25 Van Ness Avenue, Room 320, San Francisco, California, 415.252.4600.

Date: April ~~17~~, 2015



KAREN Y. UCHIYAMA, ESQ.
Attorney for Owner CHRISTINA MWANGI
1439 Baker Street
San Francisco, California 94115
Telephone: 415.563.9300

cc: San Francisco Residential Rent Stabilization and Arbitration Board

1 26th Street, San Francisco, California 94110. The building is currently occupied by tenants with
2 month-to-month tenancies.

3 8. The tenants at the rental unit identified as 73 Hill Street, San Francisco, CA
4 94110 recently vacated as of April 15, 2015. That apartment is larger than the Subject Property
5 and not comparable in size or location. It has two bedrooms and two bathrooms, and it faces the
6 back of the lot. It also lacks the charm and aesthetic potential of the Subject Property, and I do
7 not want to live in it or designate it as the owner's unit in the future. That apartment looks like it
8 might have been added on to the building at a later date.

9 9. The apartment at 73 Hill Street will not be available for rent for 4-5 months
10 after it is vacated. The owners plan to renovate it by doing some structural work, upgrading the
11 plumbing and electrical systems, and cosmetically improving it. The owners are willing to rent it
12 to tenant DALE RICHARD DUNCAN and his family for the monthly rent of \$4,250.00, when it
13 is finished and becomes available.

14 10. At this time, I do not own any other vacant, available, comparable or
15 incomparable properties anywhere else.

16 11. I am requesting, in good faith, and without any ulterior motive, that the
17 current tenants and all occupants in possession move out of the Subject Property and all of the
18 common areas, so I can permanently move into the Subject Property, and use and occupy it as my
19 principal place of residence, with roommates.

20 12. In the event that I do not reside at the Subject Property as my principal
21 residence for 36 continuous months after taking possession thereof, I agree and promise that the
22 same approved tenant, DALE RICHARD DUNCAN and his wife and child who reside at the
23 Subject Property now, have the right to re-rent the same unit at the same rent DALE RICHARD
24 DUNCAN is paying now (\$1,261.85 per month), subject to any lawful rent increases.

25 13. Since the tenants have resided at the Subject Property for more than twelve
26 months, they are entitled to, and I am willing to pay them each, relocation expenses in the sum of
27 five thousand five hundred fifty one dollars (\$5,551.00) and an additional three thousand seven
28 hundred and one dollar (\$3,701.00) for their having a minor child in their household, the total to

1 be paid in two installment payments. All security and refundable deposits will be handled
2 according to California law.

3 14. The first installment payment in the sum of ten thousand one hundred and
4 seventy seven dollars (\$10,177.00) to the approved tenant, DALE RICHARD DUNCAN and his
5 wife and child, who have resided at the Subject Property for twelve months or more, is enclosed
6 (in one check made payable to "DALE RICHARD DUNCAN") along with the Sixty Day Notice
7 of Termination of Tenancy and this declaration.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct. Executed this 17 day of April, 2015 at San Francisco, California.

10
11 
12 CHRISTINE MWANGI

Recording Requested By

AND WHEN RECORDED MAIL TO:

Name ZORIAL, LLC
Street 458 Doheny Drive, #1889
City & State LOS ANGELES, CA 90048

CONFIRMED COPY of document recorded

03/19/2015, 2015K035497

ON _____
This document has not been compared with the original
SAN FRANCISCO ASSESSOR-RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

204

GRANT DEED

Lot 036; Block 3617
69-75 Hill Street, San Francisco, CA 94110

The undersigned grantor (s) declare (s):
Documentary transfer tax is \$ _____ City transfer tax is \$ --0--(Zero)
() computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: (X) City of San Francisco, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Zoriall LLC, a California Limited Company

hereby GRANT(s), Christine Mwangi

the following 27% interest described real property in the City of San Francisco, County of San Francisco, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT " A " AND MADE A PART HEREOF

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.

Dated March 1, 2015

STATE OF CALIFORNIA,

COUNTY OF Los Angeles)SS.

On March 9, 2015 before me,

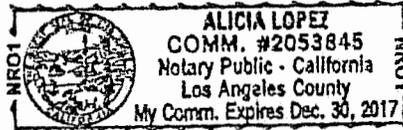
Anne Kihagi, personally appeared

Anne Kihagi, Manager
Zoriall LLC, a California Limited Company
By Anne Kihagi, Manager

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 Alicia Lopez

(This area for official notarial seal)

MAIL TAX SAME AS ABOVE

EXHIBIT 'A'

EXHIBIT A

The property referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

An undivided 27% interest, fractional interest in Lot 036 and Block 3617.

Commencing at the point on the Southerly line of Hill Street, distant thereon 130 feet Easterly from the Easterly line of Guerrero Street; running thence Easterly along said line of Hill Street, 40 Feet; thence at a right angle Southerly 114 feet; thence at the right angle Westerly 40 feet; thence at right angle Northerly 114 feet to the point of the beginning.

Being a portion of Mission Block No. 74.

Assessor's Lot 036; Block 3617.

Rent Board

CITY & COUNTY OF SAN FRANCISCO

Section 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]

(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 three-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. 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) 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).

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

- (1) The identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;
- (2) The dates the percentages of ownership were recorded;
- (3) The name(s) of the landlord endeavoring to recover possession and, if applicable, the names(s) and relationship of the relative(s) for whom possession is being sought and a description of the current residence of the landlord or relative(s);
- (4) A description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's grandparent, parent, child, grandchild, brother, or sister for whom possession is being sought;
- (5) The current rent for the unit and a statement that the tenant has the right to re-rent the unit at the same rent, as adjusted by Section 37.9B(a) above;
- (6) The contents of Section 37.9B, by providing a copy of same; and
- (7) The right the tenant(s) may have to relocation costs and the amount of those relocation costs.

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

(e) Within 30 days after the effective date of a written notice to vacate that is filed with the Board under Section 37.9B(c) the Board shall record a notice of constraints with the County Recorder identifying each unit on the property that is the subject of the Section 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under Section 37.9(a)(8) and 37.9B. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord may apply to the Board for a rescission of the recorded notice of constraints.

EXHIBIT 'B'

Rent Board

CITY & COUNTY OF SAN FRANCISCO

Section 37.9C Tenants Rights To Relocation For No-Fault Evictions

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

(a) Definitions.

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

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

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

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

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

(e) Relocation expenses shall be:

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

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, 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 Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit. Within 30 days after notification to the landlord of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the landlord shall give written notice to the Rent Board of the claim for additional relocation assistance and whether or not the landlord disputes the claim.

(3) Commencing March 1, 2007, these relocation expenses, including the maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar, 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.

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

EXHIBIT 'C'

City and County of San Francisco

Residential Rent Stabilization and Arbitration Board



Relocation Payments for Evictions based on Owner/Relative Move-in OR Demolition/Permanent Removal of Unit from Housing Use OR Temporary Capital Improvement Work OR Substantial Rehabilitation*

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 (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
3/01/14 – 2/28/15	\$5,261.00	\$15,783.00	\$3,508.00
3/01/15 – 2/29/16	\$5,551.00	\$16,653.00	\$3,701.00

*See Ordinance Section 37.9C for additional relocation requirements for evictions under 37.9(a)(8) (owner/relative move-in), 37.9(a)(10) (demolition/permanent removal from housing use), 37.9(a)(11) (temporary eviction for capital improvement work) and 37.9(a)(12) (substantial rehabilitation). [However, effective 1/1/13, the amount of relocation payments for temporary capital improvement evictions under 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by Rent Ordinance Section 37.9C.]

Pagos de traslado por desalojo debidos a mudanza del propietario/pariente O por demolición/eliminación definitiva del uso de la unidad como vivienda O trabajos temporales de mejora de capital O rehabilitación substancial*

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 (60 años o más) o inquilino discapacitado o familia con niños menores
3/01/14 – 2/28/15	\$5,261.00	\$15,783.00	\$3,508.00
3/01/15 – 2/29/16	\$5,551.00	\$16,653.00	\$3,701.00

*Ver la Sección 37.9C de la Ordenanza para requisitos adicionales de traslado por desalojo según 37.9(a) (8) (mudanza del dueño/pariente), 37.9(a)(10) (demolición/eliminación definitiva del uso de la unidad como vivienda), 37.9(a)(11) (trabajos temporarios de mejora de capital) y 37.9(a)(12) (rehabilitación substancial). [Sin embargo, efectivo 1/1/13, la cantidad del pago de traslado para los desalojos temporales de mejora de capital bajo la Sección 37.9(a)(11) por menos de 20 días esta gobernado por la Sección del Código Civil de California 1947.9 y no por la Sección 37.9C de la Ordenanza.]

以業主/親屬身份入住，或拆除/出租單位，且永遠不再做為居住房屋使用或臨時資本設備改善工程或大規模裝修為由進行迫遷的搬遷費*

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 (60 歲或以上) 或殘障房客或每戶有未成年兒童的家庭應得的額外金額
3/01/14 – 2/28/15	\$5,261.00	\$15,783.00	\$3,508.00
3/01/15 – 2/29/16	\$5,551.00	\$16,653.00	\$3,701.00

*請參閱《租賃條例》第 37.9C 節中有關依照第 37.9(a)(8) 節 (業主/親屬入住)、第 37.9(a)(10) 節 (拆除/出租單位永遠不再做為居住房屋使用)、第 37.9(a)(11) 節 (臨時資本設備改良工程) 及第 37.9(a)(12) 節 (大規模裝修) 迫遷的額外搬遷費要求。[然而從 2013年1月1日開始生效，因主要修繕的臨時逐出少於20天受租賃條例37.9(a)(11) 條的制約。此類搬家費用金額由加州民事訴訟法1947.9條規管制而不是租賃條例 37.9C條制約。]

579 Relocation Payments-37.9C 1/21/15

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

www.sfrb.org

Phone 415.252.4602
FAX 415.252.4699

EXHIBIT 'C'

Rent Board

CITY & COUNTY OF SAN FRANCISCO

New Amendment Prohibiting Owner Move-In Evictions of Minor Children During The School Year

Ordinance No. 33-10, which was recently passed by the Board of Supervisors and signed by the mayor, became effective on March 14, 2010. The Ordinance amendment adds new section 37.9(j), which generally provides that a tenant who has resided in the unit for at least one year, and has a child under the age of 18 who also resides in the unit, may not be evicted during the school year for an owner or relative move-in eviction. However, there are two exceptions: an owner move-in eviction may proceed if there is only one unit owned by the landlord in the building; or, if there are multiple units in the building, an owner move-in eviction may proceed if the owner will move into the unit with a minor child. These exceptions do not apply to relative move-in evictions. The eviction notice for owner/relative move-in must inform the tenant of this new restriction, and that the tenant must submit a written claim of such protected status with supporting documentation within 30 days of receipt of the landlord's notice. Any dispute regarding a tenant's protected status may be decided by the court or the Rent Board. Section 37.9(j) is set forth below.

(j) The following additional provision shall apply to a landlord who seeks to recover a rental unit by utilizing the grounds enumerated in Section 37.9(a)(8):

(1) It shall be a defense to an eviction under Section 37.9(a)(8) if any tenant in the rental unit has a custodial or family relationship with a child under the age of 18 who is residing in the unit, the tenant with the custodial or family relationship has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year. The term "school year" as used in this Section 37.9(j) means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.

(2) The foregoing provision Section 37.9(j)(1) shall not apply where there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to a Section 37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner.

(3) Within 30 days of personal service by the landlord of a written request, or, at the landlord's option, a notice of termination of tenancy under Section 37.9(a)(8), the tenant must submit a statement with supporting evidence to the landlord, if the tenant claims to be a member of the class protected from eviction by Section 37.9(j). The landlord's written request or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). The landlord shall file a copy of the landlord's request or notice with the Rent Board within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

(4) For purposes of this Section 37.9(j), the term "custodial relationship" means that the person is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or that the person has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less. The term "family relationship" means that the person is the parent, grandparent, brother, sister, aunt or uncle of the child, or the spouse or domestic partner of such relations.

EXHIBIT 'D'

CHASE 

Date 04/17/2015

1963012288

91-2

Void after 7 years

1221

Remitter: CHRISTINA MWANGI

Pay To The Order Of: DALE RICHARD DUNCAN

Pay: TEN THOUSAND ONE HUNDRED SEVENTY SEVEN DOLLARS AND 00 CENTS

\$** 10,177.00 **

Do not write outside this box

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

Drawer: JPMORGAN CHASE BANK, N.A.

Paulahey

Senior Vice President
JPMorgan Chase Bank, N.A.
Phoenix, AZ



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