

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  
11 CITY AND COUNTY OF SAN FRANCISCO and  
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 LEONARD JOHNSON, JR.  
IN SUPPORT OF PRELIMINARY INJUNCTION  
WITH EXHIBITS A THROUGH G

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, Leonard Johnson, Jr., 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. I am currently 72 years old, and am disabled. I am retired, and am a former  
6 ironworker with Local 377. I am also a former U.S. Army Corporal, and have three grandchildren.

7 3. For 22 years, since 1993, I have continuously been a tenant of 1139A Guerrero  
8 Street, San Francisco, California (hereinafter, "1139A Guerrero"), a two-bedroom, one-bathroom,  
9 rent-controlled apartment. I live with my wife, Sheila Hembury, who is 67 years old who runs an  
10 adult day health program for seniors and people with disabilities in the Bayview District of San  
11 Francisco, and who teaches social work part-time at San Francisco State University and California  
12 State University, East Bay. She is also disabled. We pay \$1228.37 per month in rent. When we  
13 first moved in, there were five of us in the apartment: me, Sheila, and my sons Lawrence and  
14 Leonard, and my son Troy, who was a college student but who also stayed with us when he was on  
15 school breaks. This multi-unit residential apartment building is located at Guerrero and Elizabeth  
16 Streets in San Francisco's Mission District.

17 4. It is my understanding that Defendant ANNE KIHAGI aka ANNA KIHAGI aka  
18 ANNA SWAIN aka ANNE KIHAGI SWAIN aka ANNA KIHAGI SWAIN ("KIHAGI") purchased  
19 the property at 1135-1139 Guerrero Street on June 13, 2014, through her entity, Defendant RENKA  
20 PROP, LLC ("RENKA"). Following the acquisition of our building, Defendant KIHAGI began a  
21 campaign of harassment, intimidation and retaliation against us.

22 5. My initial contact with Defendant KIHAGI was in approximately June 2014, when I  
23 received a letter from Paragon Real Estate stating that the potential buyer of 1135-1139 Guerrero  
24 was going to inspect the property on a certain day and time. Shortly after I received the letter, I met  
25 Defendant KIHAGI and a representative of Paragon Real Estate at my home for the inspection.  
26 Defendant KIHAGI mumbled something underneath her breath, and I did not catch her name. The  
27 representative from Paragon Real Estate said that she was assisting him, and neither Defendant  
28 KIHAGI nor the representative from Paragon Real Estate stated that Defendant KIHAGI was the

1 potential buyer for the building. In December 2014, after Defendant KIHAGI purchased the  
2 building and I found out that she was in fact the owner of the building and not working for Paragon  
3 Real Estate, I asked her “why did you lie to me?” Defendant KIHAGI did not respond, and only  
4 laughed.

5         6. In approximately July 2014, I received a copy of the new House Rules, and it is my  
6 understanding that the other tenants in 1135-1139 Guerrero also received the same House Rules.  
7 The House Rules were outrageous, and required us to notify Defendant KIHAGI whenever we  
8 would leave on vacation, refused to allow us to have guests for more than seven consecutive days,  
9 or 15 days in a calendar year without Defendant KIHAGI’s prior written consent, and took away  
10 our right to store items on our back porch, that we had enjoyed for over twenty years.

11         7. At about the same time as we received the House Rules, on or about July 15, 2014, it  
12 is my understanding that Defendant KIHAGI sent a letter to me and Sheila, and it is my  
13 understanding that the letter was also sent to the other tenants of 1135-1139 Guerrero, notifying us  
14 that we could no longer store any items on our back porch as we had been accustomed. This  
15 constituted a material change to the terms of our tenancy, as our lease presumes we have the right to  
16 store items there and only prohibits the storage of “flammable” or other dangerous materials. This  
17 material change to the terms of our tenancy is an inconvenience to us, as our apartment does not  
18 have a lot of storage space, and we used the back porch to store some tools and other items in  
19 plastic containers such as photographs and old cassette tapes and CDs. On or about November 9,  
20 2014, we received a letter from Defendant KIHAGI telling us again to remove our items from  
21 storage on the back porch, a true and correct copy of which is attached hereto as **Exhibit A**.

22         8. At approximately the same time, in July or August 2014, Defendant KIHAGI locked  
23 the door to the shared backyard, preventing us and the other tenants at 1135-1139 Guerrero from  
24 accessing it. Around the same time, Defendant KIHAGI and her agents demolished the storage  
25 units in the basement that were used by the tenants in the building.

26         9. Around the same time, Defendant KIHAGI also changed the locks to the area where  
27 the garbage bins were located in the basement, and as a result the trash collectors could not access  
28 the trash bins for a period of time. To this day, we cannot access the basement for taking out our

1 trash except through the back stairway. Because the back staircase is narrow and difficult to  
2 navigate, Sheila cannot take out the trash, so I always take out the trash now.

3 10. On two separate occasions, the utilities to 1135-1139 Guerrero were shut-off. First,  
4 on or about August 6, 2014, the water to the building was shut-off. My wife called the Housing  
5 Rights Committee about the utility shut-off, and found out that the water bill for the building had  
6 not been paid for three months. Ultimately, the water was restored approximately eight or ten hours  
7 later.

8 11. Second, in September 2014, for approximately two or three weeks, the common  
9 areas of the building had no power or lighting. During this time, the front door bells, entry buzzer,  
10 and fire alarm did not work, and the common areas and staircases were pitch black in the early  
11 morning. Sheila leaves for work early in the morning, and had trouble walking down the stairs in  
12 the darkness. Because the entry buzzer was not working, we did not know when packages were  
13 being delivered or when guests were arriving. Because the remote door opener inside my apartment  
14 was not working, I had to walk down the dark stairs to let-in guests. I wrote a letter to Defendant  
15 KIHAGI on September 25, 2014, complaining about the power being off in the common areas of  
16 the building, a true and correct copy of which is attached hereto as **Exhibit B**. I never received a  
17 response. My wife also called the telephone number that we had for Defendant KIHAGI and left  
18 voice messages for her, but received no response.

19 12. In early December, my wife and I noticed that Defendant KIHAGI had not cashed  
20 our November 2014 rent check, which we had mailed on or before the first of the month. In early  
21 December, I saw Defendant KIHAGI at the property and I asked her why she had not cashed our  
22 November rent check. Defendant KIHAGI said she had to check with the office and would get  
23 back to me. This is also the conversation in which I asked Defendant KIHAGI why she lied to me  
24 about being the owner of the building, and she laughed and walked away. Shortly after, we  
25 received a letter from Defendant KIHAGI dated December 11, 2014, stating that our rent check had  
26 not been received and that we needed to send a replacement check. My wife mailed a replacement  
27 check on December 19, 2014.

1           13.     Once Defendant KIHAGI became the owner of the building, the common areas and  
2 basement began to accumulate trash and debris, from her construction and demolition work in  
3 several units and from junk mail that accumulated by the mailboxes. Defendant KIHAGI and her  
4 agents also removed the wood sideboards in the hallways. Now, the building is constantly filthy  
5 and dusty.

6           14.     Tired of being harassed by Defendant KIHAGI and her agents, and having the terms  
7 of our tenancy changed, and suffering from a reduction in services and invasion of privacy and  
8 destruction of our right to quiet enjoyment, my wife and I contacted a lawyer, Anwar Burton at  
9 Parker Stanbury LLP. Mr. Burton sent Defendant RENKA a letter on December 16, 2014, outlining  
10 the harassment, a true and correct copy of which is attached hereto as **Exhibit C**. When Mr. Burton  
11 sent the letter to Defendant RENKA, Defendant KIHAGI and her agents had on at least two  
12 occasions violated our right to quiet enjoyment and right to privacy, by making unauthorized entries  
13 into our apartment without the required 24 hours' written notice and without our consent. It is my  
14 understanding that one of those entries was on or about September 3, 2014, when Defendant  
15 KIHAGI and/or her workers entered my apartment to make a repair to a window ledge. I was out of  
16 town at the time, but Sheila told me about the incident. Defendant KIHAGI posted the notice to  
17 entry on our front door, with two dates and time frames during which she intended to enter. My  
18 wife called Defendant KIHAGI and stated she was not available for one of the dates, but that she  
19 would be home and available for the other date. Sheila waited at home for the entire period of time  
20 stated in the notice, but Defendant KIHAGI and her workers did not come. Sheila then posted a  
21 note on the front door telling Defendant KIHAGI not to enter while she was away, but Defendant  
22 KIHAGI and her agents entered our apartment without proper notice or authorization anyway.

23           15.     Beginning in approximately mid-December 2014, the mailman's key to the front  
24 door of the building disappeared from its lockbox, and as a result the mailman was unable to access  
25 our mailboxes to deliver our mail. For approximately six weeks, from mid-December 2014 to  
26 January 2015, I did not receive any mail at home, and either my wife or I had to retrieve our mail,  
27 including my necessary prescription medications, from the Bryant Street post office, which was a  
28 considerable hassle. We also experienced problems receiving packages mailed to us. My wife

1 mailed a letter to Defendant KIHAGI on December 19, 2014, along with our replacement rent check  
2 for November 2014, asking when our mail service would be reinstated. A true and correct copy of  
3 the letter is attached hereto as **Exhibit D**.

4 16. On December 31, 2014, we mailed our January 2015 rent check to Defendant  
5 RENKA along with a letter to Defendant KIHAGI again notifying her about the lack of mail service  
6 to 1135-1139 Guerrero, and putting Defendant KIHAGI on notice that we believed the lack of mail  
7 service, in addition to the water and power shut-offs and loss of storage and access to the backyard  
8 constituted a reduction in services. A true and correct copy of the letter is attached hereto as  
9 **Exhibit E**. Defendant KIHAGI ignored our letter, as she had ignored our earlier written and  
10 telephone complaints. One of the other tenants at 1135-1139 Guerrero eventually gave the postman  
11 a new master key, and mail service was subsequently restored.

12 17. On March 4, 2015, I invited City inspectors into my unit at 1139A Guerrero, to  
13 perform a noticed code enforcement Task Force inspection for code violations. Before the City  
14 inspectors came to my unit, two large, bulky paramilitary-like security guards dressed in dark  
15 clothing knocked on my front door. I asked them if they were inspectors, and they said no, so I  
16 closed the door. These security guards did not have any visible identification on them. A little  
17 while later, I heard a commotion on the back staircase, and walked onto my back porch and looked  
18 over the side to see what was going on. I heard Deputy City Attorney Michael Weiss say something  
19 to the effect of "I know you're not touching me," and saw him with his arms spread out beside him.  
20 I saw one security guard standing close behind Michael Weiss, and I saw Deputy City Attorney  
21 Victoria Weatherford in the staircase as well. I went back inside my apartment, where I waited until  
22 the City inspectors came to inspect my unit. Later on, I found out that the security guards were  
23 Defendant KIHAGI's bodyguards.

24 18. In retaliation for cooperating with City inspectors, Defendant KIHAGI installed a  
25 video surveillance camera directly facing my front door on or about March 23, 2015. I believe that  
26 the surveillance camera captures at least a part of the inside of my apartment, which is intrusive,  
27 disturbing, and a gross invasion of my privacy.

1           19.     As a result of the City's inspection of 1135-1139 Guerrero, it is my understanding  
2 that several violations of the San Francisco Housing Code were identified, including violations in  
3 my apartment. When Defendant KIHAGI notified me of her intent to enter my unit to perform  
4 repairs, she told me that she and her workers will arrive sometime over a span of thirteen days,  
5 between the time period of March 26 and April 21, during the week, and between a wide range in  
6 time, such as between 9:00 a.m. and 5:00 p.m. Worried that Defendant KIHAGI or her agents were  
7 going to make unauthorized entry into my apartment when I or my wife was not home, I would  
8 change my plans, such as cancelling doctors' appointments, and wait around for Defendant  
9 KIHAGI and her workers. I wouldn't leave the house because I found Defendant KIHAGI's  
10 conduct up until now, including the prior unauthorized entries and installation of surveillance, to be  
11 disturbing, and did not want Defendant KIHAGI or her workers to enter our apartment when we  
12 were not home. On other occasions, Defendant KIHAGI and her workers have failed completely to  
13 appear during the noticed time for repairs. Defendant KIHAGI has repeatedly engaged in this  
14 conduct. On April 16, 2015, I sent Defendant KIHAGI a letter regarding her harassing and  
15 inconvenient conduct, and also regarding her workers' inadequate repairs, the loud construction  
16 work in the building on Easter Sunday, and the video surveillance on our apartment. A true and  
17 correct copy of the letter is attached hereto as **Exhibit F**.

18           20.     On or about June 5, 2015, my wife and I received a Four-Day Notice To Quit from  
19 attorney Aleksandr A. Volkov, on behalf of Defendant KIHAGI and her agents, a true and correct  
20 copy of which is attached hereto as **Exhibit G**. The notice made false accusations against me,  
21 claiming that on April 17, 2015, Defendant KIHAGI and another man entered my apartment for a  
22 noticed inspection, and that I approached them both and threatened them with a knife. This never  
23 happened, and I never saw Defendant KIHAGI on that date. The notice also falsely claimed that,  
24 on April 22, 2015, Defendant KIHAGI and two other men (one City inspector and one of Defendant  
25 KIHAGI's workers) attempted to enter my apartment for an inspection, and that I threatened the  
26 group with a knife. In fact, I was home, in my pajamas and preparing a salad in the kitchen, when I  
27 thought I heard a knock on my front door. I turned and took one or two steps to approach the  
28 kitchen door, which is over 40 feet away from the front door, holding a scallion and the knife I was

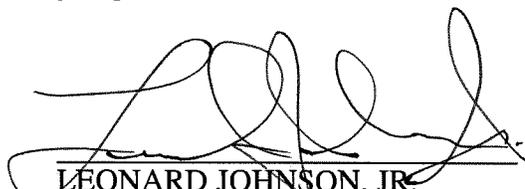
1 cutting it with, and stopped as my front door opened almost immediately. I was shocked and  
2 surprised, and was very upset that Defendant KIHAGI came into my house with no notice or  
3 permission, and invaded my privacy. Defendant KIHAGI stepped into my apartment, and I yelled  
4 at her from the door to the kitchen, approximately 40 feet away from the front door, “what are you  
5 doing here?” Defendant KIHAGI said she was doing an inspection, and I said “what inspection?”  
6 Defendant KIHAGI said she had a notice “down in the car,” and I told her “that’s not doing me any  
7 good,” and that the notice she had previously provided was for April 23 or 24, not April 22. I  
8 believe my neighbor, Sylvia Smith, witnessed the incident, as did inspector Tony Lepe and  
9 Defendant KIHAGI’s worker. I turned around and walked back into the kitchen, put the knife down  
10 and wiped my hands, and returned to the entryway of my apartment. Ultimately, I granted access  
11 for Mr. Lepe to review the repairs that had been performed to my apartment. While Mr. Lepe was  
12 inspecting, I spoke with Defendant KIHAGI. She told me “I’m not afraid of you,” and I told her,  
13 “good, I don’t want you to be” and I also told her, “don’t come in to my place like that again,”  
14 referring to the unauthorized entry.

15 21. On June 9, 2015, Defendant RENKA filed an unlawful detainer action against me  
16 and my wife. Appearing in *pro per*, my wife and I filed a Demurrer on June 15, 2015, and we  
17 obtained counsel from Legal Assistance to the Elderly on June 16, 2015. Our Demurrer was  
18 overruled on July 29, 2015, and our counsel filed an Answer on August 10, 2015. The lawsuit  
19 against us remains pending.

1           22. To this day, I continue to feel harassed and retaliated against by Defendant KIHAGI  
2 and her agents. The experiences in dealing with Defendant KIHAGI and her agents has caused me  
3 constant stress and anxiety, and I have lost almost 20 pounds as a result of the stress. Every day I  
4 am fearful that Defendant KIHAGI will harass me and enter my apartment without notice. I  
5 frequently have trouble sleeping, and am constantly thinking about Defendant KIHAGI and her  
6 harassment against us, and her false accusations against me. I no longer go on any extended trips to  
7 visit my children or grandchildren, because I do not want to leave Sheila to deal with Defendant  
8 KIHAGI alone.

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

11  
12 DATED: 9/29/2015

  
LEONARD JOHNSON, JR.  
Current tenant of 1139A Guerrero 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 LEONARD JOHNSON, JR. IN SUPPORT OF PRELIMINARY  
8 INJUNCTION WITH EXHIBITS A THROUGH G**

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@volf.com

14 Julie N. Nong, Esq.  
15 NT Law  
16 2600 W. Olive Avenue, Fifth Floor #647  
17 Burbank, CA 91505  
18 E-mail: julienong@ntlawgroup.com

19 VIA PERSONAL DELIVERY AND  
20 ELECTRONIC SERVICE

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**

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	Letter to Leonard Johnson Jr. & Sheila Hembury from Renka Prop LLC re Second Notice-Remove All Personal Items From Rear Stairway dated November 9, 2014
B	Letter to Anna Swain from Sheila Hembury & Leonard Johnson, Jr dated September 25, 2014
C	Letter to Renka Prop LLC Attn: Anna Swain from Anwar Burton, Parker-Stanbury LLP, re Sheila Hembury & Leonard Johnson dated December 16, 2014
D	Letter to Leonard Johnson Jr. & Sheila Hembury from Renka Prop LLC re Missing November Rent Check-Please Replace dated December 11, 2014
E	Letter to Anna Swain, Renka Prop LLC, from Sheila Hembury/Leonard Johnson Jr. dated December 31, 2014 with copy of check
F	Letter to Anna Swain from Leonard Johnson Jr & Sheila Hembury dated April 16, 2015
G	4-Day Notice to Quit to Leonard Johnson, Jr. Sheila S. Hembury re 1139A Guerrero Street, San Francisco, California

# EXHIBIT A

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

November 9, 2014

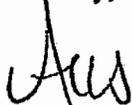
Leonard Johnson, Jr. & Sheila Hembury  
1139A Guerrero Street  
San Francisco, CA 94114

**SECOND NOTICE – REMOVE ALL PERSONAL ITEMS  
FROM REAR STAIRWAY**

Helio Leonard & Sheila,

It appears that clearing all items as requested from the rear stairways, you returned items after you thought we had finished our inspection. On our visit on October 21<sup>st</sup>, we noticed numerous items stored again in the same area we informed you that storing such items could jeopardize our insurance as well as we had had to comply with a housing inspector's request. Whereas you appear to be cleaner than the neighbors, we cannot pick and choose to have your stuff and none of theirs so the request is same as in July. Store all your household items inside your unit at all times.

Sincerely,



RENKA Prop 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 B

Leonard Johnson, Jr  
1139A Guerrero St.  
San Francisco, CA 94110  
[REDACTED]

September 25, 2014

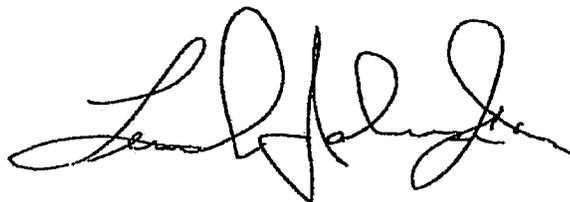
Anna Swain  
Revko Props LLC  
584 Castro Street # 199  
San Francisco, CA 94114

Ms. Anna Swain:

This letter is to complain about having no lights in the hallway and the basement steps. Mail carriers are not able to get into building, because the doorbell does not work. This has been like this for 7 days. These dark steps and hallways are a safety concern. We also need to have a working doorbell and remote door opener. Please provide these basic safety issues immediately.

In the future, unless you are responding in an emergency situation, you may not enter our unit unless someone is at home.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard Johnson, Jr.", written in a cursive style.

Sheila Hembury & Leonard Johnson, Jr

# EXHIBIT C

**PARKER · STANBURY LLP**

ATTORNEYS AT LAW

444 SOUTH FLOWER STREET  
NINETEENTH FLOOR  
LOS ANGELES, CA 90071-2901  
TELEPHONE (213) 622-5124  
FAX (213) 622-4858  
E-MAIL: LA@PARKSTAN.COM

MANAGING PARTNER  
ROBERT W. LOPRESTI

DOUGLASS H. MORI  
JOHN D. BARRETT, JR.  
ROBERT W. LOPRESTI  
RONALD L. SMITH  
J. LUIS GARCIA  
MICHAEL E. MCCABE  
MATTHEW W. DAVIS  
REYNALDO C. SANTOS  
DAVID E. COWAN  
GEORGE A. HUNLOCK  
ALEX L. SHIA  
B. PETER LEE

MARCUS BASTIDA  
THERESA J. CARROLL  
ROSEMARIE MERRILL  
DAVID C. LANE  
DANA C. GIOVINE  
MATHEW L. MAY  
PATRICK M. HEVESY  
ALAN B. SHEETS  
JOHN E. REDD  
JEFF H. GREEN  
GLENN M. HABAS  
GEORGANN CARMAR

MARI N. CAHELLA  
MICHAEL J. GRUSH  
WILLIAM M. PAO  
JOEL O. MARTINEZ  
TIEN H. LE  
RICARDO A. MERCADO  
GLORIA M. JUAREZ  
H. MICHAEL SONG  
J. MARTIN LATHROP  
CHUONG Q. PHUNG  
JERRY L. JOHNSON  
JAMES L. WOLFSEN

ALEX MONTEALEGRE  
BERNARD R. USSERY  
GEORGE C. GONZALEZ  
KELLY A. SHEERMAN  
FELIX P. MONTERO  
CINDY G. MAGANA  
HANS W. CHEN  
ANWAR BURTON  
ERIK PRIEDKALNS  
EVELYNN A. RAMIREZ

\* MEMBER OF AMERICAN BOARD OF TRIAL ADVOCATES

HARRY D. PARKER (1891-1978)  
RAYMOND G. STANBURY (1904-1988)

IRVINE • LOS ANGELES • SACRAMENTO  
RIVERSIDE • SAN DIEGO

December 16, 2014

RENKA Prop LLC  
Attn: Anna Swain  
584 Castro St., #199  
San Francisco, CA 94114

Ms. Swain:

Re: Sheila Hembury & Leonard Johnson  
Our File Number: 3552357

Please be advised that Ms. Sheila Hembury & Mr. Leonard Johnson have contacted our law firm regarding the above-referenced matter.

According to Ms. Hembury, she and her husband have been renting the property located at 1139A Guerrero St., San Francisco, California 94110 since 1993. Earlier this summer, your company, RENKA Prop, LLC purchased the building that the property is located in. Since that time, my clients allege that you and your company have harassed them and interfered with their quiet use and enjoyment of the property in violation of California state law and the San Francisco Residential Rent Stabilization and Arbitration Ordinance (hereinafter "The Ordinance").

First, Hembury/Johnson allege that you have changed the terms of their tenancy without giving proper notice. Specifically, you have notified Hembury/Johnson that they are no longer allowed to store some of their personal belongings on the back porch. Their original lease presumes their storage, and only disallows storing toxic or dangerous substances. Moreover, you have prohibited the tenants from using the backyard. Finally, you have circulated a document entitled "House Rules" to all of the tenants in the building. This document places significant restrictions on the tenant's ability to have visitors and requires them to give you notice any time they leave town. Please be aware that California state law requires you to give a tenant 30 days notice before changing the terms of their tenancy. California Civil Code Section 827. Moreover, The Ordinance requires landlords to have a "just cause" reason to remove or sever specified housing services from a tenancy, including parking and storage. Once parking or storage is taken away by the landlord, the tenant is entitled to a corresponding rent reduction.

Additionally, Ms. Hembury states that you have entered her apartment on two occasions without giving her proper notice in violation of California Civil Code Section 1954. That section requires landlords to give a tenant 24 hours written notice before making entry. She was available during the posted time to allow entry, and gave you telephone notice about the times she was available;

Also please remember that it is illegal for a landlord to retaliate against a tenant for exercising their rights under the law. California Civil Code Section 1942.5. A violation of this may result in an award of punitive damages of up to \$2,000 for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice.

Thank you for your anticipated cooperation and professional courtesy.

Very truly yours,

PARKER · STANBURY LLP

By

ANWAR BURTON

cc: Ms. Sheila Hembury  
via portal

# EXHIBIT D

RENKA Prop LLC  
584 Castro Street, #199  
San Francisco, CA 94114  
(415) 691- 264

December 11, 2014

Leonard Johnson, Jr. & Sheila Hembury  
1139A Guerrero Street  
San Francisco, CA 94114

Missing November Rent Check – Please Replace

Hello Leonard & Sheila,

Yesterday at the property you brought it to our attention that we had not cashed your November rent check. You indicated correctly that we had cashed your December rent check and hence by virtue of having cashed December you indicated we should have done the same for November.

Unfortunately, you are incorrect. We have looked at our records and we did not receive your November rent check. Chances are it got lost in the mail during this hectic holiday period.

We will always give you the opportunity to replace the check and appreciate your bringing it to our attention.

Please can you mail a replacement check to the above address? We understand mail can go wrong and we have been bogged down still trying to transition the building but in the future please do not hesitate to call us no later than the 10<sup>th</sup> to confirm that we have received and cashed your rent check.

Sincerely,



RENKA Prop 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.

12/19/14-

When will we be able to have our mail delivered? It has been weeks and you have not remedied the problem p.o. reported?  
S. Hembury

# EXHIBIT E

December 31, 2014

Ms. Anna Swain  
Renka Prop LLC  
584 Castro St. #19  
San Francisco, CA

Sheila Hembury  
Leonard Johnson, Jr.  
1139A Guerrero Street  
San Francisco, CA 94110-2914

11-78443210

Date 12/31/14

Pay to the Order of: Renka Prop. LLC

\$1,228.37

Twelve Hundred Twenty eight 37/100 Dollars

SAN FRANCISCO FEDERAL CREDIT UNION  
770 GOLDEN GATE AVENUE  
SAN FRANCISCO, CA 94102

MISS IT GOODBYE

For: Jan 2015 Rent

Sheila Hembury

2101

Dear Ms. Swain:

We have asked you on three occasions to make a key available for the postal carrier so that we can receive mail. You have ignored our call and two mailed requests. This is not acceptable, as we receive important mail and medications through the mail, and it is a hardship to go to the post office on Bryant St. frequently to pick up mail. The last time, I had to wait 35 minutes to even get the mail.

I have asked my attorney to check California tenant law to see if the rent can be withheld until the problem is addressed. This on top of having

- Water shut off
- No electricity for hall lights, fire alarm and door opener for two full weeks
- Our storage taken away, as well as access to the back yard

is not acceptable, and is a reduction in housing services. If your intention is to make us leave, this will not work. This has been our home for 21 years—it just makes you look greedy and without class to treat tenants this way.

Please consider this formal notice that, if it is legal, we will pay no more rent until the problem of mail access is fixed.

Sincerely,

*Sheila Hembury*

Sheila Hembury/Leonard Johnson Jr.  
1139A Guerrero St.  
San Francisco, CA 94110

# EXHIBIT F

Leonard Johnson, Jr & Sheila Hembury  
1139A Guerrero St.  
San Francisco, CA 94110  
[REDACTED]

April 16, 2015

Anna Swain  
Renko Props LLC  
584 Castro Street # 199  
San Francisco, CA 94114

Anna Swain:

Months ago, your workers "fixed" the water faucets in the bathtub. Recently, the faucet drips, and now we have a water drip in the kitchen sink! This needs to be fixed!!! Since we are in a severe drought, this should be fixed now!!!

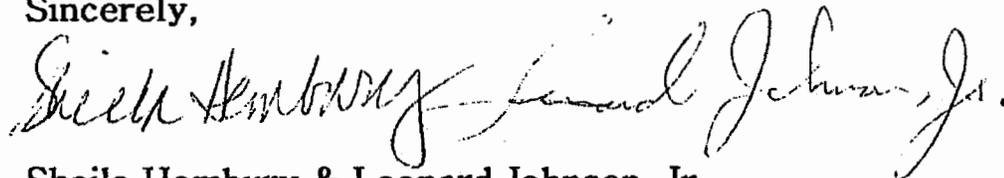
You have been very disrespectful over these last weeks of heater repairs. Since you started providing notices to enter on 3/26, you have also reserved the right to come into our home on 3/26, 3/27, April 1, 2, 3, 6, 7, 8, 9, 16, 17, 20 and 21. A full 13 days—9-4 or 5—68% of the weekdays in question required someone to stay at home to protect our home. This has been inconvenient and harassing, and even after all of that, your workers rarely showed up, and never finished any quality work.

We really resented the loud construction on Easter weekend. The holiest of Christian days was filled with the sound of drills, saws, and hammers.

It is an amazing thing to have your landlord surveil your home. You have set up a camera pointed right to our door with no good reason. You have tried everything to bring down the quality of life here to equal the most dismal of hotels in the TL and Sixth St. The quiet enjoyment of our home has been greatly impaired. After renting this apartment for 22 years, it will take more than that to move us. We plan to stay.

In the future, unless you are responding in an emergency situation, you may not enter our unit unless someone is at home.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sheila Hembury & Leonard Johnson, Jr.", written in black ink.

Sheila Hembury & Leonard Johnson, Jr

cc: Michael Weiss  
Supervisor Scott Weiner  
SF Strong

# EXHIBIT G

## 4-DAY NOTICE TO QUIT

TO: **LEONARD JOHNSON, JR., SHEILA S. HEMBURY**, tenants in possession, and all other subtenants, or occupant(s), claiming to have a right to possess the premises located at:

1139A GUERRERO STREET, SAN FRANCISCO, CALIFORNIA, 94110;  
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

including any land, residence, or other fixtures and improvements, located on the above premises,  
Collectively referred to as "Premises"

NOTICE IS HEREBY GIVEN that **at the expiration of FOUR DAYS** after the service of this Notice upon you, **you are required to quit and deliver up the possession** of the above-described premises to the landlord's duly authorized agent: Aleksandr A. Volkov, Esq., 211 Gough Street, Suite 116, San Francisco, CA 94102. Aleksandr A. Volkov can also be contacted via telephone, at (415) 987-7000.

POSSESSION of the premises is sought in good faith and pursuant to California Code of Civil Procedure, Section 1161(4):

"Any tenant, subtenant ... maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises or using the premises for an unlawful purpose, thereby terminates the lease, and the landlord, or his or her successor in estate, shall upon service of three days' notice to quit upon the person or persons in possession, be entitled to restitution of possession of the demised premises under this chapter. For purposes of this subdivision, a person who commits or maintains a public nuisance as described in Section 3482.8 of the Civil Code, or who commits an offense described in subdivision (c) of Section 3485 of the Civil Code, or subdivision (c) of Section 3486 of the Civil Code, or uses the premises to further the purpose of that offense shall be deemed to have committed a nuisance upon the premises."

Termination of tenancy is further made pursuant to the San Francisco Administrative Code, Chapter 37, otherwise known as "Residential Rent Stabilization and Arbitration Ordinance," Section 37.9(a)(3), which allows eviction when:

"The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or tenants in the building"

**NATURE OF NUISANCE. THE TERMINATION OF TENANCY AND ISSUANCE OF THIS NOTICE ARE BASED ON THE FOLLOWING GROUNDS:** repeated instances of interference with the comfort, safety, and enjoyment of the building by the landlord or tenants, involving the incidents at the following place, time, and with the following victims and witnesses:

- (1) On April 17, 2015, at approximately 1 p.m., at the Premises, substantially interfering with the comfort, safety, and enjoyment of the landlord and others in the building, Mr. Leonard Johnson, Jr., approached Ms. Anna Kihagi and Mr. Evercio Calderon with a knife, threatening both Ms. Kihagi and Mr. Evercio Calderon not to enter for the previously noticed inspection of the Premises, and further threatening to conduct himself even more aggressively in the future;
- (2) On April 22, 2015, at approximately 2:45 p.m., at the Premises, again substantially interfering with the comfort, safety, and enjoyment of the landlord and others in the building, Mr. Leonard Johnson, Jr., yet again suddenly and unexpectedly put himself in close proximity of Ms. Anna Kihagi, an inspector Mr. Antony Lepe, and Mr. Evercio Calderon, pointing a knife at Ms. Anna Kihagi, and threatening her with using the knife if the group will come in, along with shouting "This is my unit!" and "Try again and you will see!"

If you fail to perform or otherwise comply with this notice requirement to vacate at or before the expiration of FOUR DAYS after the service of this Notice upon you, the landlord will institute legal proceedings to obtain possession of the above-described premises. Such proceedings may result in a judgment against you, which may also include damages for each day that you occupy the above-described premises after the periods covered by this notice, and attorneys' fees and court costs in accordance with California law.

YOU ARE FURTHER NOTIFIED that the landlord elects to **declare the forfeiture** of your lease/rental agreement, under which you hold possession of the Premises.

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033.

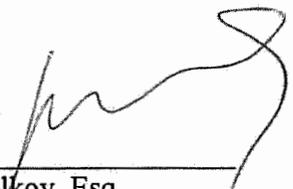
A copy of the San Francisco Administrative Code, Chapter 37, Section 37.9, is attached herein and provided simultaneously with this notice.

**NOTICE IS FURTHER GIVEN REGARDING PERSONAL PROPERTY LEFT AT THE PREMISES:**

"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.

**This notice supersedes all prior notice(s).**

Date: 6-3-15

  
\_\_\_\_\_  
Aleksandr A. Volkov, Esq.  
Duly Authorized Agent  
for the property owners/landlord.

## San Francisco Administrative Code

---

**SEC. 37.9. EVICTIONS.**

Notwithstanding Section 37.3, this Section shall apply as of August 24, 1980, to all landlords and tenants of rental units as defined in Section 37.2(r).

(a) A landlord shall not endeavor to recover possession of a rental unit unless:

(1) The tenant:

(A) Has failed to pay the rent to which the landlord is lawfully entitled under the oral or written agreement between the tenant and landlord:

(i) Except that a tenant's nonpayment of a charge prohibited by Section 919.1 of the Police Code shall not constitute a failure to pay rent; and

(ii) Except that, commencing August 10, 2001, to and including February 10, 2003, a landlord shall not endeavor to recover or recover possession of a rental unit for failure of a tenant to pay that portion of rent attributable to a capital improvement passthrough certified pursuant to a decision issued after April 10, 2000, where the capital improvement passthrough petition was filed prior to August 10, 2001, and a landlord shall not impose any late fee(s) upon the tenant for such non-payment of capital improvements costs; or

(B) Habitually pays the rent late; or

(C) Gives checks which are frequently returned because there are insufficient funds in the checking account; or

(2) The tenant has violated a lawful obligation or covenant of tenancy other than the obligation to surrender possession upon proper notice or other than an obligation to pay a charge prohibited by Police Code Section 919.1, and failure to cure such violation after having received written notice thereof from the landlord.

(A) Provided that notwithstanding any lease provision to the contrary, a landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld the right to sublet following a written request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.

(B) Provided further that where a rental agreement or lease provision limits the number of occupants or limits or prohibits subletting or assignment, a landlord shall not endeavor to recover possession of a rental unit as a result of the addition to the unit of a tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner (as defined in Administrative Code Sections 62.1 through 62.8) of such relatives, or as a result of the addition

of the spouse or domestic partner of a tenant, so long as the maximum number of occupants stated in Section 37.9(a)(2)(B)(i) and (ii) is not exceeded, if the landlord has unreasonably refused a written request by the tenant to add such occupant(s) to the unit. If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord. A landlord's reasonable refusal of the tenant's written request may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the rent to the landlord. A landlord's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a unit exceeds (or with the proposed additional occupant(s) would exceed) the lesser of (i) or (ii):

(i) Two persons in a studio unit, three persons in a one-bedroom unit, four persons in a two-bedroom unit, six persons in a three-bedroom unit, or eight persons in a four-bedroom unit; or

(ii) The maximum number permitted in the unit under state law and/or other local codes such as the Building, Fire, Housing and Planning Codes; or

(3) The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or tenants in the building, and the nature of such nuisance, damage or interference is specifically stated by the landlord in writing as required by Section 37.9(c); or

(4) The tenant is using or permitting a rental unit to be used for any illegal purpose, provided however that a landlord shall not endeavor to recover possession of a rental unit solely as a result of a first violation of Chapter 41A that has been cured within 30 days written notice to the tenant; or

(5) The tenant, who had an oral or written agreement with the landlord which has terminated, has refused after written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration and under such terms which are materially the same as in the previous agreement; provided, that such terms do not conflict with any of the provisions of this Chapter; or

(6) The tenant has, after written notice to cease, refused the landlord access to the rental unit as required by State or local law; or

(7) The tenant holding at the end of the term of the oral or written agreement is a subtenant not approved by the landlord; or

(8) The landlord seeks to recover possession in good faith, without ulterior reasons and with honest intent:

(i) For the landlord's use or occupancy as his or her principal residence for a period of at least 36 continuous months;

(ii) For the use or occupancy of the landlord's grandparents, grandchildren, parents, children, brother or sister, or the landlord's spouse, or the spouses 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 principal place of residency, or in a building in which the landlord is simultaneously seeking possession of a rental unit under Section 37.9(a)(8)(i). For purposes of this Section 37.9(a)(8)(ii), the term spouse shall include domestic partners as defined in San Francisco Administrative Code Sections 62.1 through 62.8.

(iii) For purposes of this Section 37.9(a)(8) only, as to landlords who become owners of record of the rental unit on or before February 21, 1991, the term "landlord" shall be defined as an owner of record of at least 10 percent interest in the property or, for Section 37.9(a)(8)(i) only, two individuals registered as domestic partners as defined in San Francisco Administrative Code Sections 62.1 through 62.8 whose combined ownership of record is at least 10 percent. For purposes of this Section 37.9(a)(8) only, as to landlords who become owners of record of the rental unit after February 21, 1991, the term "landlord" shall be defined as an owner of record of at least 25 percent interest in the property or, for Section 37.9(a)(8)(i) only, two individuals registered as domestic partners as defined in San Francisco Administrative Code Sections 62.1 through 62.8 whose combined ownership of record is at least 25 percent.

(iv) A landlord may not recover possession under this Section 37.9(a)(8) if a comparable unit owned by the landlord is already vacant and is available, or if such a unit becomes vacant and available before the recovery of possession of the unit. If a comparable unit does become 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 noncomparable unit becomes available before the recovery of possession, the landlord shall offer that unit to the tenant at a rent based on the rent that the tenant is paying, with upward or downward adjustments allowed based upon the condition, size, and other amenities of the replacement unit. Disputes concerning the initial rent for the replacement unit shall be determined by the Rent Board. It shall be evidence of a 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.

(v) 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 rental unit within three months and occupy said unit as that person's principal residence for a minimum of 36 continuous months.

(vi) 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 under Section 37.9(a)(8)(i) and that once a unit is 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 prevents him or her from occupying a unit which was previously occupied by the landlord.

(vii) If any provision or clause of this amendment to Section 37.9(a)(8) or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other chapter provisions, and

clauses of this Chapter are held to be severable; or

(9) The landlord seeks to recover possession in good faith in order to sell the unit in accordance with a condominium conversion approved under the San Francisco subdivision ordinance and does so without ulterior reasons and with honest intent; or

(10) The landlord seeks to recover possession in good faith in order to demolish or to otherwise permanently remove the rental unit from housing use and has obtained all the necessary permits on or before the date upon which notice to vacate is given, and does so without ulterior reasons and with honest intent; provided that a landlord who seeks to recover possession under this Section 37.9(a)(10) shall pay relocation expenses as provided in Section 37.9C except that a landlord who seeks to demolish an unreinforced masonry building pursuant to Building Code Chapters 16B and 16C must provide the tenant with the relocation assistance specified in Section 37.9A(f) below prior to the tenant's vacating the premises; or

(11) The landlord seeks in good faith to remove temporarily the unit from housing use in order to be able to carry out capital improvements or rehabilitation work and has obtained all the necessary permits on or before the date upon which notice to vacate is given, and does so without ulterior reasons and with honest intent. Any tenant who vacates the unit under such circumstances shall have the right to reoccupy the unit at the prior rent adjusted in accordance with the provisions of this Chapter. The tenant will vacate the unit only for the minimum time required to do the work. On or before the date upon which notice to vacate is given, the landlord shall advise the tenant in writing that the rehabilitation or capital improvement plans are on file with the Central Permit Bureau of the Department of Building Inspection and that arrangements for reviewing such plans can be made with the Central Permit Bureau. In addition to the above, no landlord shall endeavor to recover possession of any unit subject to a RAP loan as set forth in Section 37.2(m) of this Chapter except as provided in Section 32.69 of the San Francisco Administrative Code. The tenant shall not be required to vacate pursuant to this Section 37.9(a)(11), for a period in excess of three months; provided, however, that such time period may be extended by the Board or its Administrative Law Judges upon application by the landlord. The Board shall adopt rules and regulations to implement the application procedure. Any landlord who seeks to recover possession under this Section 37.9(a)(11) shall pay relocation expenses as provided in Section 37.9C or

(12) The landlord seeks to recover possession in good faith in order to carry out substantial rehabilitation, as defined in Section 37.2(s), and has obtained all the necessary permits on or before the date upon which notice to vacate is given, and does so without ulterior reasons and with honest intent. Notwithstanding the above, no landlord shall endeavor to recover possession of any unit subject to a RAP loan as set forth in Section 37.2(m) of this Chapter except as provided in Section 32.69 of the San Francisco Administrative Code; Any landlord who seeks to recover possession under this Section 37.9(a)(12) shall pay relocation expenses as provided in Section 37.9C; or

(13) The landlord wishes to withdraw from rent or lease all rental units within any detached physical structure and, in addition, in the case of any detached physical structure containing three or fewer rental units, any other rental units on the same lot, and complies in full with Section 37.9A with respect to each such unit; provided, however, that guestrooms or efficiency units

within a residential hotel, as defined in Section 50519 of the Health and Safety Code, may not be withdrawn from rent or lease if the residential hotel has a permit of occupancy issued prior to January 1, 1990, and if the residential hotel did not send a notice of intent to withdraw the units from rent or lease (Administrative Code Section 37.9A(f), Government Code Section 7060.4(a)) that was delivered to the Rent Board prior to January 1, 2004; or

(14) The landlord seeks in good faith to temporarily recover possession of the unit solely for the purpose of effecting lead remediation or abatement work, as required by San Francisco Health Code Articles 11 or 26. The tenant will vacate the unit only for the minimum time required to do the work. The relocation rights and remedies, established by San Francisco Administrative Code Chapter 72, including but not limited to, the payment of financial relocation assistance, shall apply to evictions under this Section 37.9(a)(14).

(15) The landlord seeks to recover possession in good faith in order to demolish or to otherwise permanently remove the rental unit from housing use in accordance with the terms of a development agreement entered into by the City under Chapter 56 of the San Francisco Administrative Code.

(16) The tenant's Good Samaritan Status (Section 37.2(a)(1)(D)) has expired, and the landlord exercises the right to recover possession by serving a notice of termination of tenancy under this Section 37.9(a)(16) within 60 days after expiration of the Original and any Extended Good Samaritan Status Period.

(b) A landlord who resides in the same rental unit with his or her tenant may evict said tenant without just cause as required under Section 37.9(a) above.

(c) 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) above is the landlord's dominant motive for recovering possession and unless the landlord informs the tenant in writing on or before the date upon which notice to vacate is given of 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, before endeavoring to recover possession. A copy of all notices to vacate except three-day notices to vacate or pay rent and a copy of any additional written documents informing the tenant of the grounds under which possession is sought shall be filed with the Board within 10 days following service of the notice to vacate. The District Attorney shall determine whether the units set forth on the list compiled in accordance with Section 37.6(k) are still being occupied by the tenant who succeeded the tenant upon whom the notice was served. In cases where the District Attorney determines that Section 37.9(a)(8) has been violated, the District Attorney shall take whatever action he deems appropriate under this Chapter or under State law.

(d) No landlord may cause a tenant to quit involuntarily or threaten to bring any action to recover possession, or decrease any services, or increase the rent, or take any other action where the landlord's dominant motive is retaliation for the tenant's exercise of any rights under the law. Such retaliation shall be a defense to any action to recover possession. In an action to recover possession of a rental unit, proof of the exercise by the tenant of rights under the law within six months prior to the alleged act of retaliation shall create a rebuttable presumption that the

landlord's act was retaliatory.

(e) It shall be unlawful for a landlord or any other person who willfully assists the landlord to endeavor to recover possession or to evict a tenant except as provided in Section 37.9(a) and (b). Any person endeavoring to recover possession of a rental unit from a tenant or evicting a tenant in a manner not provided for in Section 37.9(a) or (b) without having a substantial basis in fact for the eviction as provided for in Section 37.9(a) shall be guilty of a misdemeanor and shall be subject, upon conviction, to the fines and penalties set forth in Section 37.10A. Any waiver by a tenant of rights under this Chapter except as provided in Section 37.10A(g), shall be void as contrary to public policy.

(f) Whenever a landlord wrongfully endeavors to recover possession or recovers possession of a rental unit in violation of Sections 37.9 and/or 37.10 as enacted herein, the tenant or Board may institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages, (including damages for mental or emotional distress), and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of Section 37.9 or 37.10A herein. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court. The remedy available under this Section 37.9(f) shall be in addition to any other existing remedies which may be available to the tenant or the Board.

(g) The provisions of this Section 37.9 shall apply to any rental unit as defined in Sections 37.2(r)(4)(A) and 37.2(r)(4)(B), including where a notice to vacate/quit any such rental unit has been served as of the effective date of this Ordinance No. 250-98 but where any such rental unit has not yet been vacated or an unlawful detainer judgment has not been issued as of the effective date of this Ordinance No. 250-98.

(h) With respect to rental units occupied by recipients of tenant-based rental assistance, the notice requirements of this Section 37.9 shall be required in addition to any notice required as part of the tenant-based rental assistance program, including but not limited to the notice required under 24 CFR Section 982.310(e)(2)(ii).

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

(1) 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 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 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 years or more:

(i) A "disabled" tenant is defined for purposes of this Section 37.9(i)(1)(B) as a person who is disabled or blind within the meaning of the federal Supplemental Security Income/California State Supplemental Program (SSI/SSP), and who is determined by SSI/SSP to

qualify for that program or who satisfies such requirements through any other method of determination as approved by the Rent Board;

(ii) A "catastrophically ill" tenant is defined for purposes of this Section 37.9(i)(1)(B) as a person who is disabled as defined by Section 37.9(i)(1)(B)(i), and who is suffering from a life threatening illness as certified by his or her primary care physician.

(2) The foregoing provisions of Sections 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) or (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.

(3) The provisions established by this Section 37.9(i) include, but are not limited to, any rental unit where a notice to vacate/quit has been served as of the date this amendment takes effect but where the rental unit has not yet been vacated or an unlawful detainer judgment has not been issued.

(4) 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 one of the classes protected by Section 37.9(i). The 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 by Section 37.9(i). The landlord shall file a copy of the 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 by Section 37.9(i). 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.

(5) This Section 37.9(i) is severable from all other sections and shall be of no force or effect if any temporary moratorium on owner/relative evictions adopted by the Board of Supervisors after June 1, 1998 and before October 31, 1998 has been invalidated by the courts in a final decision.

(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.

**(k) Disclosure of Rights to Tenants Before and After Sale of Rental Units Subject to Section 37.9.**

(1) Disclosure to Tenants By Seller of the Property. Before property containing rental units subject to Section 37.9 may be sold, the owner/seller shall disclose to tenants of the property the rights of tenants during and after the sale of the property. This disclosure shall be in writing and shall include:

(A) A statement in bold type of at least 12 points that tenants can not be evicted or asked to move solely because a property is being sold or solely because a new owner has purchased that property.

(B) A statement in bold type of at least 12 points that tenants cannot have their rent increased above that permitted by Chapter 37 solely because a property is being sold or solely because a new owner has purchased that property.

(C) A statement in bold type of at least 12 points that the rental agreements of tenants

cannot be materially changed solely because a property is being sold or solely because a new owner has purchased that property.

(D) A statement that the owner's right to show units to prospective buyers is governed by California Civil Code section 1954, including a statement that tenants must receive notice as provided by Section 1954, and a statement that a showing must be conducted during normal business hours unless the tenant consents to an entry at another time.

(E) A statement that tenants are not required to complete or sign any estoppel certificates or estoppel agreements, except as required by law or by that tenant's rental agreement. The statement shall further inform tenants that tenant rights may be affected by an estoppel certificate or agreement and that the tenants should seek legal advice before completing or signing an estoppel certificate or agreement.

(F) A statement that information on these and other tenant's rights are available at the San Francisco Rent Board, 25 Van Ness Ave, San Francisco, California, and at the counseling telephone number of the Rent Board and at its web site.

(2) Disclosure to Tenants by Purchaser of the Property. Within 30 days of acquiring title to rental units subject to Section 37.9, the new purchaser/owner shall disclose to tenants of the property the rights of tenants following this sale of the property. This disclosure shall be in writing and shall include:

(A) A statement in bold type of at least 12 points that tenants cannot be evicted or asked to move solely because a new owner has purchased that property.

(B) A statement in bold type of at least 12 points that tenants cannot have their rent increased above that permitted by Chapter 37 solely because a new owner has purchased that property.

(C) A statement in bold type of at least 12 points that the rental agreements of tenants cannot be materially changed solely because a new owner has purchased that property.

(D) A statement in bold type of at least 12 points that any tenants, sub-tenants or roommates who were lawful occupants at the time of the sale remain lawful occupants.

(E) A statement in bold type of at least 12 points: that tenants' housing services as defined in Section 37.2(r) first paragraph cannot be changed or severed from the tenancy solely because a new owner has purchased that property; and that tenants' housing services as defined in Section 37.2(r) second paragraph that were supplied in connection with the use or occupancy of a unit at the time of sale (such as laundry rooms, decks, or storage space) cannot be severed from the tenancy by the new purchaser/owner without just cause as required by Section 37.9(a).

**(I) Hearings on Alleged Wrongful Endeavor To Recover Possession Through Tenant Harassment.**

(1) Upon receipt of a tenant report alleging wrongful endeavor to recover possession of the tenant's unit through harassment, the Board through its Executive Director shall send a notice acknowledging receipt of the report and summarizing the rights and responsibilities of landlords

and tenants regarding possession of, and eviction from, residential rental units. Upon consideration of such report, the Executive Director may schedule an investigative hearing on the allegations before a Board Administrative Law Judge, where both the tenant and the landlord may appear and make oral and/or written presentations, including presentation of other witnesses. Following such hearing, the Administrative Law Judge shall provide the Board with a summary of evidence produced at the hearing.

(2) Upon review of the evidence, the Board shall consider whether to undertake any further proceedings such as, but not limited to, civil litigation pursuant to Section 37.9(f), or referral to the District Attorney (see Section 37.9(e)).

(3) For purposes of this Subsection 37.9(l), harassment includes but is not limited to the types of harassment defined in Section 37.10B(a)(1)-(6) and (8)-(14).

**(m) Implementation of California Civil Code Section 1947.9(a)(1)(A).** Notwithstanding any other provision of Administrative Code Chapter 37, and consistent with California Civil Code Section 1947.9, the daily compensation payment specified in Civil Code Section 1947.9(a)(1)(A) for a tenant household temporarily displaced for less than 20 days, 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. This increase shall be calculated as of March 1 each year, commencing March 1, 2014.

(Amended by Ord. 7-87, App. 1/15/87; Ord. 30-91, App. 1/22/91; Ord. 192-91, App. 5/31/91; Ord. 221-92, App. 7/14/92; Ord. 405-96, App. 10/21/96; Ord. 482-97, App. 12/30/97; Ord. 239-98, App. 7/17/98; Ord. 250-98, App. 7/31/98; Ord. 293-98, App. 10/2/98; Proposition G, 11/3/98; Ord. 237-99, File No. 990168, Eff. 8/30/99; Ord. 347-99, File No. 992197, App. 12/30/99; Ord. 348-99, File No. 991265, App. 12/30/99; Ord. 135-01, File No. 010526, App. 7/6/2001; Ord. 186-01, File No. 011497, App. 7/28/2001; Ord. 23-02, File No. 020153, App. 2/22/2002; Ord. 57-02, File No. 011575, App. 5/3/2002; Ord. 99-04, File No. 031992, App. 6/4/2004; Ord. 282-04, File No. 030667, App. 12/1/2004; Ord. 21-05, File No. 041151, App. 1/21/2005; Proposition H, App. 11/7/2006; Ord. 92-07, File No. 061217, App. 4/27/2007; Ord. 33-08, File No. 071522, App. 3/17/2008; Ord. 28-09, File No. 080822, App. 2/20/2009; Ord. 33-10, File No. 090835, App. 2/11/2010; Ord. 72-11, File No. 110153, App. 4/27/2011, Eff. 5/27/2011; Ord. 1-14, File No. 131060, App. 1/14/2014, Eff. 2/13/2014; Ord. 44-14, File No. 140035, App. 4/18/2014, Eff. 5/18/2014; Ord. 218-14, File No. 140381, App. 10/27/2014, Eff. 11/26/2014, Oper. 2/1/2015)