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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 ALLISON LESHEFSKY IN
SUPPORT OF PRELIMINARY INJUNCTION
WITH EXHIBITS A THROUGH P

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, ALLISON LESHEFSKY, 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. For nearly ten years, since 2005, I have been a tenant of 195 Eureka Street, Unit #2,
6 in San Francisco, California, a two-bedroom rent-controlled apartment in San Francisco's Castro
7 District (hereinafter, the "Eureka Property"). I currently pay \$2,000 per month plus a \$30 pet fee.
8 Under a January 25, 2008 addendum to my original lease, executed with the landlord at the time, I
9 was permitted to have one dog and one cat.

10 3. Because I cannot afford to pay \$2,000 per month in rent on my salary, I have almost
11 always had a roommate, but I have always been the primary tenant. In January 2011, I began dating
12 Wendy Perkins, who moved in with me in or around May 2011, with the approval of Rachel
13 Beckert, the landlord at the time.

14 4. I have taught school in San Francisco for 11 years. The first five years, I taught in
15 Catholic schools. Five years ago, I was hired by the San Francisco Unified School District, and
16 have been teaching public school students ever since. I currently teach physical education to middle
17 school students in Bernal Heights. Teaching public school students is a wonderful and rewarding
18 career, but it is not lucrative. My students are primarily African-American and Latino students who
19 come from lower income families and are generally underserved. These students deserve a great
20 education, with the highest quality teachers. But local teachers cannot give their highest quality
21 service if they are not secure in their homes, if they are being harassed and intimidated, and if they
22 are at constant risk of displacement. Because San Francisco is such an expensive place to live,
23 especially in the last five years, if it were not for rent control, I would not be able to afford to stay in
24 my apartment, and at today's prices, I would not likely be able to afford to live elsewhere in San
25 Francisco. If I were not able to live in San Francisco, I would be deprived of the ability to live in
26 the same community which I serve. If I were displaced from my apartment, and effectively from
27 San Francisco, I might also be forced to quit my tenured teaching position because of the distance I
28 would have to travel to get to/from work.

1 5. Until December 2013, my landlord was Rachel Beckert. During my eight years as
2 her tenant, we enjoyed a good relationship, and we are still in touch today. During my tenancy,
3 Rachel lived across the street from the Eureka property before moving to Mountain View, CA.
4 Whenever we ran into each other, we would have great conversations, we laughed, we shared
5 stories, and over the years she introduced me to several of her family members. I always paid the
6 rent on time, and Rachel was great about making repairs in a timely and friendly manner. I trusted
7 her on multiple occasions to enter my unit when I was not there, to perform any repairs. We did not
8 have any conflicts or problems during my eight years as her tenant.

9 6. In December 2013, Rachel sold the Eureka Property to Defendants, including ANNE
10 KIHAGI aka ANNA KIHAGI aka ANNA SWAIN aka ANNE KIHAGI SWAIN aka ANNA
11 KIHAGI SWAIN (“KIHAGI”), through her entity, Defendant RENKA PROP, LLC (“RENKA”).

12 7. The Eureka Property is comprised of five residential units, and one commercial unit.
13 At the time Defendants purchased our building in December 2013, four of the five residential units
14 were occupied, and one was vacant. Unit 1 was occupied by Sarah Hassan and her two children,
15 who are still there. Unit 2 has been my home. Unit 3 was occupied by Jerry James Stone, who
16 moved out in September 2014. Unit 4 was occupied by Jamie Austin and Ray Schreiber, who were
17 later evicted by Defendants in January 2014 under the guise of an owner-move in eviction. Unit 5,
18 a one-bedroom unit, was vacant at the time of sale, and remained vacant for more than a year
19 following the December 2013 purchase. The commercial unit is occupied by a property
20 management company called Action Property Management.

21 8. As part of the sale of the Eureka Property, I was requested to, and did, fill out a
22 Rental Information Questionnaire/estoppel and Pet Addendum, on which I included Wendy Perkins,
23 and our pets: a dog and a cat. A true and correct copy of the Rental Information
24 Questionnaire/estoppel and Pet Addendum is attached hereto, collectively, as **Exhibit A**.

25 9. The first correspondence I received from Defendants was entitled “Notice to
26 REMOVE ALL ITEMS ON LOWER LEVEL AND GARAGE.” The Notice was dated March 1,
27 2014, and had been slipped under my door. The stated purpose of the notice was to clean the area.
28 Many of the tenants at the Eureka Property had long stored their personal belongings there,

1 including bicycles, sports equipment, and seasonal holiday items. Nevertheless, the tenants held a
2 “clean up the garage day” and removed all the items, as requested. Within days after we moved our
3 stuff out of the garage area, Defendants began to store cars and personal belongings of their
4 workers, along with tools and construction materials.

5 10. On or about July 21, 2014, I received a call from Defendant KIHAGI, who
6 represented herself as the building manager, not the owner. She said she was just trying to get some
7 information about my tenancy. She asked who had given me permission to have a dog. I told her
8 that my former landlord had given me permission. She requested documentation to prove it. She
9 asked whether Wendy Perkins was my “registered” domestic partner. I became uncomfortable
10 because it sounded like she was asking me to disclose my sexual orientation to her. I requested that
11 she send her questions in writing. She agreed, and told me I would be hearing from her by the end
12 of the week. I became anxious and remained so for the rest of the evening and the remainder of the
13 week. I didn’t hear back from her until five months later, in December 2014.

14 11. On July 31, 2014, I saw and heard Defendants’ workers doing construction on the
15 back staircase. I believe that they had no permits for that work. For the next many months,
16 Defendants created a serious security problem for the tenants by continuously leaving the Eureka
17 Property unsecured, front doors wide open, and allowing numerous, unnamed male workers to
18 parade through the building, hanging around, smoking, talking, playing music, and doing
19 unpermitted construction work. During these months, it felt like I was living at a construction site.
20 It was noisy, crowded, dirty, and stressful, and was becoming impossible to simply relax or feel safe
21 in my home.

22 12. On August 6, 2014, I saw Defendant KIHAGI delivering new “House Rules” to each
23 of the tenants at the Eureka Property, by slipping them under our doors. Although the House Rules
24 documents were delivered on August 6, 2014, they were dated July 30, 2014. These new rules
25 purportedly upended many longstanding arrangements enjoyed by the tenants. For example, the
26 new rules required that tenants pay for garbage service, when none of us had paid for garbage
27 before. The new rules also set a maximum number of days that a tenant’s guest could stay (15 days
28 in a calendar year). The new rules purported to ban pets, ban bicycles, ban satellite dishes, and

1 impose intrusive restrictions such as requiring notice before going on vacation. The new rules
2 advised tenants in an emergency to contact “Anna Swain” who is the same person as Defendant
3 KIHAGI. A true and correct copy of the House Rules is attached hereto as **Exhibit B**.

4 13. On August 18, 2014, Wendy and I informed Defendant KIHAGI by certified mail
5 that we rejected the new house rules. On August 23, 2014 we received a letter from Defendants’
6 attorney Aaron Farmer from the Law Offices of Karen Uchiyama, stating that if we violated any of
7 the new house rules, we did so “at our peril.” On October 1, 2014, Wendy and I responded to the
8 letter from Defendants’ attorneys, and included a copy of Section 12.20(a) of the Rent Ordinance
9 (“Unilaterally Imposed Obligations and Covenants”). This letter was copied to the San Francisco
10 Rent Board and the Housing Rights Committee. True and correct copies of our letter rejecting the
11 new house rules, the letter we received in response, and our response to that letter, are attached
12 hereto collectively as **Exhibit C**. (3 letters)

13 14. On September 20, 2014, at around noon, without any communication to the tenants,
14 Defendants removed the lock to the front door to Eureka Street, leaving the door unsecured until the
15 next day, September 21, 2014, when the lock was replaced, albeit with an inferior lock that was not
16 code compliant, and did not work properly.

17 15. On or about November 24, 2014, I made two complaints to the San Francisco
18 Department of Building Inspection (“DBI”) – one with regards to the security of our building (front
19 door lock) and the second with respect to the substantial leaning of the building, which is obvious
20 and apparent to the naked eye. Based on these complaints, DBI issued at least two Notices of
21 Violation, documenting those issues and others. The Notices of Violation were taped onto the
22 building by DBI inspectors. On November 25, 2014, I met in person with DBI Housing Inspector
23 Isabel Olivares regarding violations, including the broken door lock, keys not working, lack of self-
24 closing mechanism, leaning building, electrical issues, and unpermitted work in the back stairs. On
25 November 26, 2014, Inspector Olivares issued a Notice of Violation. The lock was replaced, and
26 the Notice of Violation was abated. However, the front door still did not close properly. On
27 December 24, 2014, this problem was reported to DBI who issued another Notice of Violation
28 which was not corrected until February 11, 2015.

1 16. In early December 2014, after Unit 5 had sat vacant for nearly a year, Defendants
2 began “gutting” the interior of Unit 5, dismantling the kitchen and bathroom, and installing
3 plumbing and electrical, without first obtaining the required permits. The breadth of the gutting was
4 evident. I could periodically see what was going on inside Unit 5 when the workers left the door
5 open. Also, Defendants’ workers were discarding all of the construction debris and detritus from
6 Unit 5’s former kitchen and bathroom in the basement’s trash area, and letting it accumulate there.
7 A complaint was made to DBI about the unpermitted construction, as well as the fact that
8 Defendants’ were illegally housing their workers in a basement storage area that has never been
9 approved for housing. On December 11, 2014, Inspector Mauricio Hernandez, a building inspector,
10 followed up on the complaints and attempted to gain access to the Eureka Property to investigate
11 the unpermitted work in Unit 5. Inspector Hernandez left a note for Defendant KIHAGI requesting
12 access, and later issued a Notice of Violation. On December 12, 2014, I spoke with Inspector
13 Hernandez who confirmed he was trying to get access to Unit 5 and the basement storage area being
14 used as housing. On December 18, 2014, having been caught doing the remodel without required
15 permits, Defendants applied for a building permit to remodel Unit 5. That permit application was
16 for kitchen and bath remodel, but specifically stated there would be no structural work. According
17 to DBI, on December 24, 2015, another complaint was made to DBI about the unpermitted
18 construction which was continuing unabated, and the continuing illegal occupancy of the basement
19 storage area. On December 29, 2014, I met with Inspector Hernandez regarding the illegal
20 construction in Unit 5 and the illegal occupancy of the basement storage area. On December 30,
21 2014, Inspector Hernandez issued a Notice of Violation. According to DBI, on January 16, 2015,
22 DBI issued a building permit for Unit 5. But, contrary to the representation in the permit
23 application which claimed “no structural work,” Defendants were in fact performing structural
24 work, including removing walls. This was reported to DBI, who issued another Notice of Violation
25 on February 3, 2015. Thereafter, on information and belief, Defendants, having again been caught
26 performing unpermitted work, applied for another permit to revise the first permit to reflect the true
27 extent of the remodel, and admitted that they were performing structural work. According to DBI,
28 the violations were not abated until July 27, 2015, when the revised permit was signed off.

1 17. On or about December 6, 2014, some of the Jewish tenants and their children at the
2 Eureka property put up their annual “H-A-P-P-Y H-A-N-N-U-K-A-H” greeting on the inside of the
3 building’s front door’s window using removable window decals. On or about December 13, 2014,
4 all but two of the lettered decals were removed, leaving only “H-A.” Although I could not prove it,
5 I believe that Defendants removed the other window decal letters. A true and correct photo of the
6 vandalized holiday message is attached hereto as **Exhibit D**.

7 18. The next day, on December 14, 2014, I received a harassing text message from
8 Defendant KIHAGI, stating: “wrong text on december 3rd... looks like you do not plan to respond to
9 written request for additional information on privileges outside your lease? sending another request.” I did not know
10 what Defendant KIHAGI was referring to. Defendant never sent me a written request for additional
11 information. A true and correct copy of a screen shot of the December 14, 2014 text message is
12 attached hereto as **Exhibit E**.

13 19. On December 15, 2014, I sent a letter to Defendant KIHAGI demanding she stop
14 sending harassing text messages and made a second request for communications to be made in
15 writing, by mail. A true and correct copy of the December 15, 2014 letter is attached hereto as
16 **Exhibit F**.

17 20. On December 18, 2014, I received a letter/notice, which was backdated to December
18 14, 2014, from Defendant KIHAGI entitled “Second Notice to Provide Requested Evidence.” In
19 this letter, Defendants referred back to our June 2014 telephone call and requested more information
20 about my dog and additional occupants, for their investigation. In the letter, Defendant KIHAGI
21 demands to know who has keys to the building, stating that “we ran into a gentleman unlocking the
22 front entrance who informed us that the [sic] walks your dog.” For the last seven years, my hired
23 dog walker has been a man named John, who is a neighborhood icon in his 60s and HIV positive.
24 John has a key to my apartment, so while I am at work, he can pick up my dog, Harvey Milk, take
25 him out, and then bring him back. A true and correct copy of the letter backdated to December 14,
26 2014, is attached hereto as **Exhibit G**.

1 21. On December 19, 2014, I sent a letter to Defendant KIHAGI, responding to her
2 “request for evidence,” and included copies of the estoppel and the pet agreement. A true and
3 correct copy of the letter backdated to December 14, 2014, is attached hereto as **Exhibit H**.

4 22. On December 19, 2014, I received another text message from Defendant KIHAGI,
5 stating: “so I will make it easy to see your poor conduct like taping notice on door by getting
6 surveillance. will send official letter to both of you.” A true and correct copy of a screen shot of
7 the December 19, 2014 text message is attached hereto as **Exhibit I**.

8 23. On December 23, 2014, Wendy and I filed a Report of Alleged Wrongful Eviction
9 with the San Francisco Residential Rent Stabilization and Arbitration Board (“Rent Board”). A true
10 and correct copy of the Report is attached hereto as **Exhibit J**.

11 24. In January 2015, Defendants evicted our friends and longtime neighbors James
12 Austin and Raymond Schreiber from Unit 4, under the guise of an Owner-Move In eviction for
13 Defendant J. MWANGI to whom Defendant RENKA had just weeks earlier transferred an
14 undivided 25% ownership of the Eureka property.

15 25. On January 30, 2015, construction workers were all over the Eureka property.
16 Wendy was home and took photos from the back porch. Defendant KIHAGI showed up and started
17 calling after Wendy who was by then walking down the street. Defendant KIHAGI then began
18 taking photographs of Wendy on the street.

19 26. In late February or early March, Defendants began “gutting” Unit 4, James and
20 Ray’s former home, which is the unit directly above ours. The construction went on for months,
21 and was noisy, dirty and extremely disruptive to us, in that we could not relax or enjoy our lives in
22 our home. There were times when we would come home and find layers of dust and debris all over
23 our kitchen, stove and countertops. Photos would fall off the walls from the shaking. Due to the
24 dust and debris, our cat sneezed constantly for months. Due to the noise and chaos, our dog hid
25 under the bed for months.

26 27. On March 5, 2015, the City conducted a noticed inspection of the Eureka property. I
27 was present, and witnessed two large security guards with cameras and phones or walkie-talkies
28 posted up outside the property. I assisted the City inspectors in gaining access to the building.

1 28. On March 6, 2015, Defendants installed surveillance cameras at the Eureka property,
2 in the hallway. The installation and ongoing presence of this camera is creepy, and a gross invasion
3 of our privacy.

4 29. On March 18, 2015, I was talking with my dog walker in front of 4018-4022 19th
5 Street, another rental property owned by Defendants. I began a conversation there with a man who
6 said he had been a tenant there for six months. While we were talking, Defendant KIHAGI drove
7 up. I walked away without engaging. A few minutes later, I received a harassing text message
8 from Defendant KIHAGI, stating, "Stop wasting your time talking to people who don't care about
9 your nonsense and gossip. The cameras at the front capture you bothering tenants who have no
10 interest in your issues. It's quite shameful and desperate." A true and correct copy of a screen shot
11 of the March 18, 2015 text message is attached hereto as **Exhibit K**.

12 30. When I got home, Defendant KIHAGI was parked in front of the Eureka property.
13 She got out of the car, and said: "Stop being so pathetic." I told her to communicate with me in
14 writing only. She followed me up the steps as I said, "welcome to my home where I live." She
15 said: "welcome to my building which I own."

16 31. On March 19, 2015, Defendants installed another surveillance camera, this one
17 aimed at my front door. I later noticed that Defendants had also installed a third surveillance
18 camera, this one aimed at my back door. The installation and ongoing presence of these cameras is
19 creepy, and a gross invasion of our privacy. True and correct photographs accurately depicting the
20 three surveillance cameras at the Eureka property are attached hereto as **Exhibit L**.

21 32. On March 24, 2015, our hot water stopped working, and was out for four hours. We
22 were unable to shower, flush the toilet or make dinner.

23 33. On March 24, 2015, my previous landlord Rachel informed me that Defendant
24 KIHAGI had been started asking for more information from her about my dog, and any rent
25 increases that were applied to my unit.

26 34. On March 25, 2015, the hot water went out again. An Asian male plumber showed
27 up, and said that Defendants' workers had messed up the plumbing lines, and that he had been
28

1 called in to fix it. I asked if he was the contractor listed on Plumbing Permit #PP20150126454. He
2 told me he was uncomfortable giving me any information, and showed me a military card instead.

3 35. On April 15, 2015, Defendants posted on all of our front doors a 24 hour notice for
4 entry on "Friday 4/17 & Mon –Wed 4/21-4/23 (sic) from 10 a.m-4 p.m." In fact, 4/21 was a
5 Tuesday not a Monday, and 4/23 was a Thursday not a Wednesday. It appeared to me that
6 Defendants were informing us that some kind of work would or could be occurring from 10-4 each
7 day for five days. This, for a small repair job that should have taken less than three hours. Because
8 we were so uncomfortable allowing Defendants access to our home in our absence, Wendy and I
9 scrambled to take days off of work to make sure one of us would be there. This abuse of the
10 landlord's right of access caused extreme disruption to our lives and jobs. Wendy stayed home all
11 day on Friday April 17, 2015, but no one showed up. April 17, 2015, I delivered a letter to
12 Defendant KIHAGI's mailbox at the P.O. Plus Store, stating that I would comply with the request,
13 but informing her that five days was excessive and harassing, and was causing harm to my job. On
14 Monday, April 20, 2015, I stayed home all day, but no one showed up. Finally, on Tuesday, April
15 21, 2015 at 8:37 a.m. (notably outside the 10 am-4pm timeframe for which we were given notice), a
16 worker came and made the repairs, which took less than one hour. A true and correct copy of the
17 24 hour notice is attached hereto as **Exhibit M**.

18 36. On June 12, 2015, the hot water went out again. As in the past, the hot water heater
19 had been mysteriously turned way down. On the same day, I observed massive amounts of
20 construction debris heaped in the basement, and made a complaint to DBI. A true and correct copy
21 of a photograph which accurately depicts the construction debris is attached hereto as **Exhibit N**.

22 37. On July 1, 2015, Defendant KIHAGI was at the building, and we discovered that we
23 had no water service at all – barely a trickle. I called DBI and made a complaint. Defendant
24 KIHAGI went into the basement and turned the water back on.

25 38. On July 12, 2015, after being away for the weekend, I came home at about 2:00 p.m.,
26 and found the kitchen sink had overflowed with dirty water and debris, all coming up from the
27 drain, and about 1/2 inch of water covering the floor cabinets and countertop. The issue was not
28 resolved until the next morning. The flood caused the kitchen to reek of mold and mildew.

1 39. On July 26, 2015, the kitchen pantry became flooded with yellow-brown water
2 which was leaking from several areas of the ceiling onto the floor where I had to put towels to sop
3 up the mess. The kitchen continued to smell of mold and mildew from the earlier flood of July 12,
4 2015. I sent a text message and left a voicemail for Defendant KIHAGI. Her workers came the
5 next day and fixed it.

6 40. On July 27, 2015, I attended a press conference at City Hall regarding evictions.
7 When I returned home, I saw that the internet was no longer working and had been disconnected.
8 According to the Astound service person who came the next day to restore service, it was “very
9 obvious that the line had been tampered with.”

10 41. On August 29, 2015, I came home to dried-up dirt/rust back up in the bathroom sink.
11 True and correct copies of photographs which accurately depict the flood, the mess and the debris
12 we found in our home on July 12, July 26, and August 29, 2015, are attached hereto, collectively, as
13 **Exhibit O.**

14 42. On or about September 29, 2015, we received a 60-Day Notice for Temporary
15 Eviction for Capital Improvement. It is unclear to me what capital improvements Defendants are
16 allegedly going to make, since according to DBI there are no active building permits, and only
17 plumbing and electrical permits for what seems like minor work in unspecified units. A true and
18 correct copy of the 60-Day Notice is attached hereto as **Exhibit P.**

19 43. On November 2, 2015, my dog walker, John, reported to me that Defendant KIHAGI
20 saw him at the Eureka property and began following him and taking photographs of him on the
21 street.

22 44. My wonderful home and life in San Francisco turned into a living hell when
23 Defendants purchased the Eureka property. As a result of her threats, scare tactics, and illegal
24 conduct, including invasion of privacy, harassment, intimidation, and retaliation, anxiety and fear
25 have now taken over my life. As a result of Defendants’ latest ploy in “temporarily” evicting me
26 while they pursue some phony “capital improvements,” I am now facing the loss of my home.
27 Despite being employed as a public schoolteacher, I am now confronted with the real prospect of
28

1 homelessness. Not knowing where I am going to live, has replaced my happy and fulfilled life with
2 one of constant tension, desperation and worry.

3
4 I declare under penalty of perjury that the foregoing is true and correct. Executed in San
5 Francisco, California.

6
7 DATED: 12/1/15

8 
9 _____
10 ALLISON LESHEFSKY
11 Current Tenant of 195 Eureka St

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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 ALLISON LESHEFSKY IN SUPPORT OF PRELIMINARY
8 INJUNCTION WITH EXHIBITS A THROUGH P**

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

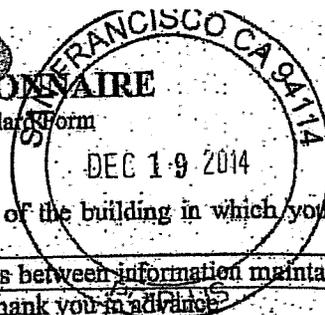
INDEX TO EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Rental Information Questionnaire re 195 Eureka stamped San Francisco CA 94114, Dec 19, 2014
B	House Rules dated July 30, 2014, re 195 Eureka Street, Units 1 through 5, San Francisco, California 94114
C	Correspondence among Renka LLC, Allison Leshefsky, and Wendy Perkins dated August 18, 2014, to October 1, 2014
D	Photo (redacted) labeled Ha-Hanukkah showing light blue car in street with letters H A superimposed
E	Text message Verizon 8:26 am (415) 691-1264 Sun, Dec 14, 3:07 pm
F	Letter to Renka LLC from Allison Leshefsky and Wendy Perkins dated December 15, 2014
G	Letter to Allison Leshefsky from Renka Prop LLC re Second Nottice to Provide Requested Evidence dated December 14, 2014
H	Letter to Attn: Renka Prop LLC from Allison Leshefsky and Wendy Perkins re Notice to Provide Requested Evidence dated December 19, 2014
I	Text message Verizon 8:26 am (415) 691-1264 Contact, Friday 8:36 am
J	Report of Alleged Wrongful Eviction re 195 Eureka Street Unit 2 received by Rent Board Dec 23, 2014
K	Text message Wed, Mar 18, 5:35 pm
L	Photos of white round device mounted on wall of building, of interior window of building, white fixture on interior wall
M	24-Hour Notice of Intent to Enter Premises to All Occupants 195 Eureka Street Units 1 and 2, dated 4/15/15, from Renka Prop LLC
N	Photo of interior of building containing pieces of wood, wires, etc.
O	Photos of dirt filled sinks, floor, wall, light fixture
P	60-Day Notice to Temporary Vacate the Premises to Allison Leshefsky re 195 Eureka Street, Apartment No. 2, San Francisco, California, from Aleksandr A. Volkov, Esq, dated 7/28/2015

EXHIBIT A

RENTAL INFORMATION QUESTIONNAIRE

San Francisco Association of REALTORS® Standard Form



Dear Occupant:

The information contained in this document will be provided to any future owner of the building in which you are residing. Please fill out the form as completely as you can and return it to _____ as soon as possible. The purpose of this form is to ensure that there are no discrepancies between information maintained by the current owner and that which is provided by you. This benefits all involved. Thank you in advance.

A. Property Address: 195 Eureka Unit No. 2

Names of all occupants	Move-in date
<u>Allison Leshetzky</u>	<u>3/2006</u>
<u>Wendy Perkins</u>	<u>5/2011</u>
<u>Laurie Stiles</u>	<u>9/2007</u>

Work Phone No.

B. Names of occupants above not on written lease: Wendy Perkins; Laurie Stiles

C. Names on written lease no longer occupying unit: Ø

D. Date lease started: 3/16/06 E. Date lease expired/converted to month-to-month: 3/15/07

F. Current monthly rent: \$ 2030 G. Is one check or separate checks, paid to owner?

H. Amount of security deposit: \$ 500 I. Interest on deposits paid through: never paid?

J. Any other prepaid rent or deposits? Yes No If Yes, please itemize below, including dates of deposits:

K. Due date of rent: 1st of the month L. Rent currently paid through: 9/30/13

M. Date of last rent increase: never N. Amount of last rent increase: \$ Ø

O. Does your rent include utilities? Yes No If Yes, which utilities? water/garbage

Parking included? Yes No If yes, space # _____ Any additional rent paid for parking: \$ _____

Storage included? Yes No If yes, space # _____ Any additional rent paid for storage: \$ _____

Use of a laundry? Yes No Use of a garden? Yes No Use of a roof deck? Yes No

? Does your current rent contain any operating expense or capital improvement passthroughs? Yes No
Amount attributable to passthroughs: \$ _____ Date passthroughs started: _____

P. Are you receiving any rent concessions for any reason? Yes No If Yes, please explain the concessions:

Q. List any appliances, window coverings, light fixtures, etc. which YOU own: all window coverings

R. Any pets? Yes No If Yes, how many and what kind? 1 dog; 1 cat *written/oral agreement for additional \$20/mo

S. Any oral agreements or active disputes with current owner or current problems with your unit? Yes No
If Yes, please explain: _____

Signed: [Signature] Date: 9/9/13

Occupant(s) _____ Date _____

Owner(s) _____ Date _____



PET ADDENDUM

(Addendum to Residential Tenancy Agreement)

THIS AGREEMENT is hereby attached to and made a part of the Residential Tenancy Agreement dated March 16, 2006 by and between True Traditions, Inc., then owner of 195 Eureka Street, and Allison Leshefski, tenant of 195 Eureka Street, unit 2. This Pet Addendum is executed by Rachel Beckert, current owner of 195 Eureka Street, and Allison Leshefski, tenant of 195 Eureka Street, unit 2.

WHEREAS, the Tenant desires to keep a certain pet described below on the said premises and the Residential Tenancy Agreement, paragraph 12, specifically prohibits allowing pets on the premises without prior written consent of Owner and the execution of a Pet Addendum. The Residential Tenancy Agreement is hereby amended to grant such permission to the Tenant. In exchange for this permission, the Tenant agrees as follows:

1. To pay additional rent in the amount of \$30.00 (Thirty Dollars) per month;
2. To keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet;
3. To keep the pet under control at all times;
4. To keep the pet restrained, but not tethered, when it is outside of the dwelling;
5. To hold the Owner harmless from all liability arising from the Tenant's ownership or keeping of the pet;
6. To dispose of the pet's droppings properly and quickly;
7. Not to leave food or water for the pet outside of the dwelling;
8. Not to keep the pet's offspring on the premises for longer than 8 weeks after birth;

The permission granted herein shall be limited to a certain pet described as follows:

Type of Pet Dog and Cat Breed: Any

Should the Tenant fail to comply with any part of this Pet Addendum, the Owner reserves the right to revoke permission to keep the pet. In such event, the Tenant agrees to permanently remove the pet from the premises within 48 hours of receiving written notice thereof from the Owner.

THIS AGREEMENT is made on January 25, 2008

[Signature]
Owner Signature

[Signature]
Tenant Signature

Rachel Beckert
Owner Print

Allison Leshefski
Tenant Print

EXHIBIT B

HOUSE RULES

Dated: July 30, 2014

Effective: 30 Days from Receipt
California Civil Code Section 827
(These Rules supersede all other Apartment House Rules)

I. GENERAL

This document is an addendum and is part of your Rental Agreement for your rental unit at property location: **195 Eureka Street, Units 1 through 5, San Francisco, California 94114.**

New policies and rules or amendments to this document may be adopted by the Landlord upon giving 30 days' notice in writing to Tenants with month-to-month tenancies. Tenant accepts the House Rules by remaining in possession after they come into effect and paying rent each month. If Tenant does not accept the House Rules, Tenant may opt to give 30 days' written notice to Landlord to terminate his or her tenancy and move out.

II. USE

1. All apartment units in the building are to be used exclusively as the primary and principal place of residence of the Tenant who is the "Original" Tenant of the premises, and for residential use only. No business operations may be run from the premises. Retail or commercial use is prohibited except that limited home office use will be allowed provided that Tenant complies with all applicable laws regulating such use.
2. Tenant may not assign this Agreement or sublet the whole or any portion of the Premises without obtaining the prior written consent of Landlord which MAY be unreasonably withheld. The Tenant(s) named in the rental agreement and/or who originally moves into the vacant rental unit is the only "original" Tenant. Tenant may not take in any boarders, lodgers, or roommates (including replacement roommates) without the prior written consent of the Landlord. No person other than the named Tenant(s) shall be permitted to regularly or continuously use or occupy the Premises unless he or she completes the Landlord's regular application process and abides by the guidelines set forth in Section 6.15 of the San Francisco Rent Board Rules & Regulations. Particularly, all of the following conditions must be met: (1) Tenant notifies Landlord in writing, stating a request to have a new person occupy the Premises; (2) said prospective occupant completes Landlord's rental application and pays the processing fee; (3) Landlord approves of the prospective occupant's credit worthiness and references

from prior landlords; and (4) The prospective occupant is served with a copy of Section 6.14 of the Rules and Regulation of the San Francisco Rent Ordinance. No action or inaction or acceptance of rent or knowledge on the part of Landlord shall be deemed to be a waiver of the provision of this Paragraph on the part of Landlord and shall not be deemed an approval of any person as a "subtenant" for any purpose.

3. Depending upon the habitable space in rooms used for sleeping purposes, as defined by the Uniform Housing Code, Landlord may place a reasonable limit on the number of persons occupying the rental unit. Where more than two persons occupy a room used for sleeping purposes, the required floor space may not be less than 70 square feet; and where more than two persons occupy a bedroom, the required floor space is increased by 50 square feet for each occupant in excess of two, minor children under six years old excepted.
4. No Tenant may use the kitchen, hallways, closets, stairwells, laundry rooms, or bathrooms or any room less than 70 square feet for sleeping purposes. Tenant must utilize portions of the rental property for living, sleeping, cooking or dining purposes only as they were respectively designed or intended to be used for such occupancies.
5. No guest(s) can stay for more than 7 consecutive days or 15 days in a calendar year without prior written consent of the Landlord. Violation of this rule shall be deemed a substantial and material breach of the rental agreement and just cause for eviction.
6. All common areas, such as backyard, must be shared equally amongst the tenants. Any areas designated for exclusive use by certain tenants must be mutually agreed to by all tenants. Once certain areas have been designated for exclusive use by certain tenants, then the other tenants shall courteously respect that designated and not trespass thereon.

III. RENT TERMS

1. All rents are due to Landlord by midnight on the first day of each month and deemed late after the fifth day. After that, Tenant will be responsible for payment of a late fee in the amount of \$50.00. Tenant will also be responsible for payment of \$25.00 for each bounced check. No cash rental payments will be accepted at any time. Failure to pay the late fee within 60 days after a written demand is made upon Tenant by Landlord for said payment will result in the late fee being deducted from the Tenant's security deposit.
2. Tenant must replenish the amount of the original security deposit in the possession of the Landlord by the Tenant's next Anniversary Date. Failure to do so will constitute a breach of a covenant of tenancy and lawful obligation, and a Three Day Notice to

Cure or Quit may be served by Landlord, at its option, and only cured by Tenant by the timely replenishment of the security deposit in full.

3. A written rental agreement with each Tenant's name, and/or present or former Master Tenant's name on it if Tenant is a Subsequent Occupant as defined by Section 6.14 of the Rent Board Rules & Regulations, must be on file with the Landlord. The written rental agreement shall be the Landlord's then standard rental agreement or the standard written rental agreement used by a prior landlord at or about the time the Tenant's tenancy commenced (if said form is available). If a Tenant maintains that he has an oral rental agreement, then the House Rules promulgated by the Landlord shall apply to Tenant's tenancy if he or she has a month-to-month tenancy and continues to pay monthly rent.
4. A completed and signed Tenant Information Form or Tenant Application containing each Tenant's information (re general background check, current employment, credit and income information, references and emergency contact persons) must be on file with the Landlord and updated upon the Landlord's request.
5. If requested by the Landlord, Tenant will have ten (10) calendar days to provide updated Tenant Information and a signed written rental agreement to the Landlord.
6. After Tenant's written lease expires, Tenant's tenancy automatically becomes a month-to-month tenancy. Tenant must give 30 days' written notice to vacate Landlord. Tenant's security deposit cannot be used for last month's rent. The day Tenant vacates is the day he or she turns in the key to his apartment to the Landlord and fills out a *Statement of Condition* form with the Landlord, whichever is later. If Landlord accepts the key, the tenancy is terminated, and Tenant and Landlord are no longer responsible for performance under the terms of the applicable Rental Agreement.
7. If Tenant has given a 30-day notice to vacate, it is Tenant's responsibility to make an appointment with landlord to turn in the keys and fill out a *Statement of Condition* form with Landlord. Failure to do so may result in damage, cleaning, or other charges being withheld from Tenant's security deposit refund.
8. Whether or not Tenant informs Landlord that he or she is vacating the apartment, if Tenant vacates the apartment for longer than 180 days and sets up residency elsewhere (as his or her principal place of residency as defined by Section 1.21 of the San Francisco Rent Board Rules & Regulations) without making arrangements with the Landlord to continue his tenancy, that Tenant's tenancy is deemed terminated and treated like an abandonment without further notice by the Landlord or without formal acceptance by the Landlord or Tenant's termination of his tenancy, even if other Tenants, who resume responsibility of paying the rent under the applicable rental agreement for the apartment, remain.

9. Upon the request of Landlord, Tenants must disclose to the Landlord what amount of rent each Tenant contributes to the total rent on the rental unit. No master tenant may collect more rent (or charge for services relating to housing services) from his roommates or co-tenants more than what he pays the Landlord. Any such violation of the San Francisco Rent Control laws will result in eviction of all Tenants in the rental unit. Furthermore, no master tenant may charge more to his or her roommates than that proportional share of the rent which is being charged by and paid to the Landlord which is attributable to any exclusive use area rented to the subtenant, plus a reasonable pro-rata share of the common area space of the apartment unit that the subtenant has a right to utilize.
10. All communications with the Landlord must be in writing, or followed up in writing.
11. All sums of money received by the Landlord from Tenant shall be applied to the oldest outstanding monetary obligation owed by Tenant to Landlord (rent and late fees). Any other designation by Tenant of the manner in which said payment is to be applied shall be void and of no effect.

IV. NOISE AND CONDUCT

1. Tenant shall be courteous to all other tenants, Tenant shall not make or allow any excessive noise in the unit nor permit actions, which shall interfere with the rights, comforts or conveniences of other persons, especially between the hours of 9.00 p.m. and 8.00 a.m., that including cleaning in common areas, doing laundry in the laundry room (if applicable), operating machinery, equipment, playing with toys with wheels or motors, or toys that pound.
2. All floors that have the potential to cause excessive noise when walked upon, to surrounding rental units shall be covered, at the Tenant's expense. Alternatively, Tenant must remove his or her shoes before walking on such floors if he or she is unwilling to cover the floors at his or her own expense.
3. Tenant shall refrain from playing musical instruments, television sets, stereos, Radios, and other entertainment items at a volume which will disturb other persons.
4. Tenant shall refrain, and shall ensure that Tenant's guests likewise refrain, from Activities and conduct outside of the unit (in common areas, parking areas, etc.) which are likely to annoy or disturb other persons.
5. Tenant is responsible for the conduct of his or her guests. Bad conduct or property damage or destruction by a guest shall be charged to the Tenant. Tenant shall not permit any person on the premises with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or rental unit, or the facilities, equipment, or appurtenances thereto, or do any such thing himself.
6. Any acts of harassment, verbal abuse, or property damage by any tenant upon

Another tenant, the landlord, or its representatives shall be grounds for eviction.

7. **NO SMOKING** in the building, including inside dwelling units and inside interior common areas.

V. CLEANLINESS AND TRASH

1. Tenant shall keep the rental unit clean, sanitary and free from objectionable odors and clutter at all times.
2. Tenant shall properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
3. Tenant shall maintain their own garbage service and put garbage cans on the curb for pick up timely and as required. No more than six persons may use one garbage can. Tenant shall pay for the use of additional garbage cans as the occupancy of his rental unit requires.
4. None of Tenant's belongings shall be stored anywhere on the premises, other than in Tenant's rental unit, or areas designated by the Landlord. Any fines or cost of enforcement may be deducted from Tenant's security deposit.
5. Tenant shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
6. Tenant shall ensure that garbage is not permitted to accumulate and that it is placed in the trash containers provided for that purpose on a daily basis. Tenant shall ensure that large boxes are broken apart before being placed in the trash containers. Tenant shall be responsible, at Tenant's expense, for hauling to the dump those items too large to fit in the trash containers.
7. Tenant shall ensure that furniture and property is kept inside the unit and that unsightly items are kept out of view.
8. Newspapers are to be placed in the newspaper disposal bin located in on the premises.
9. Other than laundering delicate in need of hand washing, Tenant shall not use the sinks or bathtub inside the premises to launder his or her clothes, and instead use an outside Laundromat.
10. Tenant shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and plants outside of or on any window, ledge, or balcony.
11. Tenant shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

12. Landlord cannot be held responsible for any damage or theft of any nature due to Tenant's personal property which might be stored in the common areas on the premises.
13. Bicycles cannot be parked or stored anywhere except in the garage, if one is Available. Tenant's apartment and common areas in the building cannot be used for bicycle parking or storage. It is Tenant's responsibility to keep his bicycle securely locked at all times. **Landlord cannot be held responsible for any damage or theft of any nature to Tenant's bicycle or any other personal property which might be stored on the premises.**
14. Scooters, mopeds, and motorcycles can only parked in rented garage spaces, if a garage is available. They are not allowed anywhere else, including sidewalks, driveways, or in the building.
15. Repairing Tenant's vehicle is not permitted ANYWHERE on the building property or adjoining driveways or sidewalks.
16. Parking is not allowed on sidewalks, nor may Tenant block the garage door or Service door entrances or fire escapes. Tenant is subject to towing, at his expense, if he parks on the sidewalk or blocks any entrances.
17. THE ROOF OF THE BUILDING IS OFF LIMITS EXCEPT AS A FIRE ESCAPE.
18. NO PETS ALLOWED – not even to visit or on a temporary basis, unless set forth in Tenant's Rental Agreement or in a written Pet Agreement. In the event Tenant obtains written consent of Landlord to keep a pet, all pets must be kept on leashes while in the common areas of the building property.
19. Tenant shall be responsible for paying for his own gas and electric bill as separately metered, or his proportional share of the Landlord's single bill. If said bill is not separately metered, then Tenant's fair share shall be determined by dividing up the bill by the number of occupants using and occupying Landlord's property (minors included), including Landlord and his family or co-occupants. .
20. No parking space may be used for storage or as a storage place for anything other than one working vehicle. Tenant may not store a nonworking, defunct or broken vehicle in any parking space for more than 60 days.
21. No parking space included in Tenant's rental or rented to Tenant under a separate rental agreement, or any portion thereof, may be sublet without the prior written consent of Landlord. Nor may Tenant's rental agreement be assigned to another without the prior written consent of Landlord.
22. No satellite dishes are allowed in or about the building.

VI. SAFETY/SECURITY

1. Security is the responsibility of each Tenant and guest. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Tenants' and guests' safety and security, or for injury or damage caused by the criminal acts of other persons.
 2. Tenant should help keep the building secure. Tenant should never allow any unknown person into the building and make sure the front and garage doors are locked behind him.
 3. Tenant should ensure that all doors are locked during Tenant's absence.
 4. Tenant may not install alarms, change the locks or add additional security hardware to his apartment, or any portion thereof, without prior written permission of the Landlord. Tenant shall provide a copy of the key to the Landlord. In case access is necessary, Tenant may never secure his apartment in any manner that would deny access to the apartment by Landlord.
 5. Tenant should ensure that all appliances are turned off before departing from the premises.
 6. When leaving for an extended period, Tenant should notify Landlord how long Tenant will be away.
 7. Prior to any planned absence from the unit, Tenant shall give Landlord authority to allow entry to the unit to any person or provide Landlord with the name of any person or entity permitted by Tenant to enter the unit.
 8. Tenant shall refrain from smoking in bed, and not within 20 feet from Landlord's or other tenants' residences. Tenant shall not throw away or leave any cigarette butts on Landlord's property.
-
9. Tenant shall refrain from storing at the premises, and shall regularly dispose of household hazardous waste such as paint, used batteries, pesticides, fluorescent lights, mercury thermometers, solvents, degreasers, antifreeze, gasoline, used motor oil, cleaning solvents or other combustibles, and electronics waste, etc. from the premises. All volatile materials shall be regularly disposed of by Tenant (at no charge) at the proper site on Tunnel Road in San Francisco, call (415) 554-4333 for instructions.

10. Tenant shall refrain from placing any newspapers, potted plants or any items in interior and exterior stairways, or fire escapes.
11. If Tenant is locked out of his apartment, Tenant may ask Landlord to let him in. In such a case, Landlord may charge Tenant \$100.00 for each incident. If unable to do so, Landlord will recommend Locksmith Company whose fees are to be determined by the company.

VII. MAINTENANCE, REPAIRS AND ALTERATIONS

1. Tenant shall advise Landlord any items requiring repair, such as dripping faucets, running toilets, and plumbing leaks. Tenant shall make repair requests as soon after the defect is noticeable and causing a continuous problem.
2. Each rental unit is entitled to have the drain in their rental unit snaked by a plumbing professional one time per year, at no charge. If the same drain needs to be snaked more than one time per year, and the plumber determines that the clog is due to improper care by Tenant (i.e., hair or food in the drain which could have been prevented by the use of a strainer or hair catch), then Tenant will be charged for and pay for the actual cost of the snaking.
3. If Tenant needs a repair within his unit, Tenant must make a work order request in writing unless it is an emergency. Until the Landlord has received a written request, signed by the Tenant, the repairs cannot be done. **TENANT MAY NOT UNILATERALLY MAKE REPAIRS TO THE PROPERTY AND DEDUCT IT FROM HIS RENT UNLESS LANDLORD HAS BEEN NOTIFIED AND GIVEN A REASONABLE AMOUNT OF TIME TO MAKE THE REPAIR.** All procedures regarding the "Repair and Deduct" remedy must be pursuant to applicable California law.
4. If Tenant has an EMERGENCY repair, contact Anna Swain at (415)691-1264.
5. Tenant shall be responsible for replacing batteries in all smoke detectors and advise Landlord if smoke detector(s) in his apartment are not operating properly.
6. Tenant shall refrain from making any alterations, modifications or improvements to the unit or building without written consent of Landlord.
7. Tenant shall refrain from using aluminum foil or paper as a window covering and shall obtain the approval of Landlord before using any window covering visible from the exterior of the building.
8. Tenant may not, under any circumstances, use the sink as a garbage disposal. Bones, grease, oil, egg shells, stringy vegetables, hard materials, etc. shall not be dumped down the sink drains or toilets.

9. Tenant may not use sharp instruments to defrost the refrigerator, if damaged in this manner, he or she will be held responsible for the replacement cost of a new refrigerator.

VIII. NO WAIVER BY LANDLORD

1. No failure of the Landlord to enforce any term hereof shall be deemed a waiver. The receipt by Landlord of the rent with knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such violation.
2. If any legal action or proceeding is brought by any party against the other under this rental contract, to enforce the terms hereof, or relating to the premises, each party shall pay their own attorney's fees and costs.
3. This set of House Rules supersedes any previous house rules for the property.

IX. AUTHORITY OF INDEPENDENT CONTRACTORS

4. Workers at the building are independent contractors of the Landlord, and are not designated property managers or agents authorized to act on behalf of the Landlord. No person, other than Management is authorized to approve tenancies, receive verbal or written notices from Tenant intended for the Landlord, receive formal complaints from Tenant intended for the Landlord, give permission to Tenant for anything concerning tenancies or use of the building, modify or amend rental agreements, promulgate House Rules, issue legal notices, or authorize repairs by Tenant or reimbursements to him or her.

EXHIBIT C

August 18, 2014

SENT FIRST CLASS MAIL BY DELIVERY CONFIRMATION

Renka LLC
584 Castro Street #199
San Francisco, CA 94114

Attn: Renka LLC
Subject: House Rules

Dear Renka LLC:

This letter is to inform you that I have received your proposed changes to the terms of our tenancy titled "House Rules" and I decline them as I will remain bound to my original lease signed in 2006.

Please note that the rejection of your proposed "House Rules" is explicitly provided for under the San Francisco Rent Ordinance and Rent Board Rules and Regulations. Also, "Renka LLC" does not appear on the document.

In addition, you dated your "House Rules" for July 30 2014, but delivered them to the tenants of 195 Eureka Street on August 6 2014. Please be sure in the future that you always accurately date your communication with tenants.

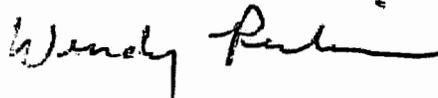
Please direct any future communication in writing only to:
195 Eureka Street, Apt.2 San Francisco, CA 94114

Sincerely,

Allison Leshefsky



Wendy Perkins



L A W O F F I C E S
O F K A R E N Y. U C H I Y A M A

1441 Baker Street
San Francisco, CA 94115
415.563.9300
facsimile 415.563.9304
karen@uchlegal.com

VIA FIRST CLASS MAIL

August 21, 2014

Ms. Allison Leshefsky
Ms. Wendy Perkins
And All Occupants in Possession
195 Eureka, Unit #2
San Francisco, CA 94114

Re: House Rules

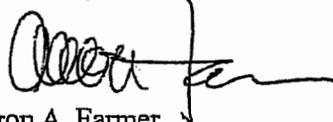
Dear Ms. Leshefsky and Ms. Perkins:

Please be advised that this office represents the Owner of 195 Eureka, San Francisco, CA. We recently received your letter which purports to reject the House Rules that recently supplemented your rental agreement pursuant to a valid thirty day notice of change in terms of tenancy. It appears you believe that by sending us a letter that you can reject the House Rules.

Please be advised that California Code of Civil Procedure Section 827 provides "The notice, when served upon the tenant, shall in and of itself operate and be effectual to create and establish, as a part of the lease, the terms, rents, and conditions specified in the notice, if the tenant shall continue to hold the premises after the notice takes effect."

Therefore, by continuing to pay rent and staying in possession of the apartment you are accepting the change in terms of your tenancy (the House Rules). **If you choose to ignore the House Rules that will control your tenancy after the thirty day notice takes effect, and violate them, you do so at your peril.** The manner in which breaches of House Rules are handled is currently on appeal in the Courts. Please feel free to contact me with any questions or concerns.

Very truly yours,



Aaron A. Farmer

October 1, 2014

Renka LLC/Anna Kihagi
584 Castro Street #199
San Francisco, CA 94114

Dear Renka LLC/Ms. Kihagi:

We received a letter from Mr. Aaron A. Farmer dated August 21, which stated that if we choose to ignore the House Rules that you delivered earlier in the month, we would do so at our "own peril". We have attached the House Rules, our response to you, and Mr. Farmer's response to us.

We state, as we did earlier, that according to the City and County of San Francisco Rent Board Rules and Regulations Section 12.20, we do not need to accept nor do we accept these House Rules (see Section 12.20 attached). Mr. Farmer refers to California Code of Civil Procedure Section 827, stating that this Section allows for a change in terms of our tenancy. We believe that Mr. Farmer's letter is an attempt to coerce us to vacate the unit, a disruption to our right to quiet use and enjoyment of our apartment, and therefore grounds for harassment under Section 37.10B of the San Francisco Rent Board Rules and Regulations.

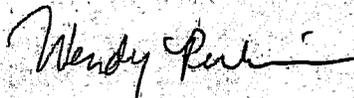
We continue to require that any further discussion of our tenancy must be done only in writing. We will not answer any questions in person. Also, please remember that you must comply with California Civil Code 1954.

Sincerely,

Allison Leshefsky



Wendy Perkins



Enclosures:

Letter to Renka LLC/Anna Kihagi, sent August 18, 2014

Letter from Aaron Farmer to Allison Leshefsky and Wendy Perkins, sent August 21, 2014

City and County of Rent Board Rules and Regulations Section 12.20

Copies to:

City and County of San Francisco Rent Board

Housing Rights Committee

Law Offices of Karen Uchiyama c/o Aaron Farmer

Section 12.20 Evictions under Section 37.9(a)(2)

(Adopted November 12, 1997; amended March 6, 2007; amended December 14, 2011; amended February 1, 2012)

(a) **Unilaterally Imposed Obligations and Covenants**

Notwithstanding any change in the terms of a tenancy pursuant to Civil Code Section 827, a tenant may not be evicted for violation of a covenant or obligation that was not included in the tenant's rental agreement at the inception of the tenancy unless: (1) the change in the terms of the tenancy is authorized by the Rent Ordinance or required by federal, state or local law; or (2) the change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new term as part of the rental agreement. The landlord's inability to evict a tenant under this Section for violation of a unilaterally imposed change in the terms of a tenancy shall not constitute a decrease in housing service under the Rent Ordinance as to any other tenant.

EXHIBIT D



Ha- Hanukkah



EXHIBIT E

Verizon

8:26 AM



< Back (2) (415) 691-1264

Contact

U.

Sun, Dec 14, 3:07 PM

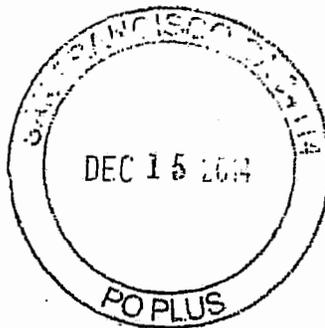
wrong text on December
3rd...looks like you do not
plan to respond to written
request for additional
information on privileges
outside your lease?
sending another request.



Send

EXHIBIT F

December 15, 2014



Renka LLC
584 Castro Street #199
San Francisco, CA 94114

Attn: Renka LLC/Anne Kihagi Swain
Subject: Harassing Text Messages

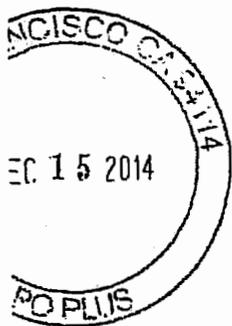
Please send all communication in writing to our home address via mail. I haven't understood your text messages and I find them harassing. This is not the first time we have made this request.

Allison Leshefsky
195 Eureka Street #2
San Francisco, CA 94114

Sincerely,

Allison Leshefsky

Wendy Perkins



Renka LLC
#199

EXHIBIT G

RENKA Prop LLC

584 Castro Street, #199
San Francisco, CA 94114

323-244-9178

December 14, 2014

Allison Leshefsky
195 Eureka Street, #2
San Francisco, CA 94114

SECOND NOTICE TO PROVIDE REQUESTED EVIDENCE

Hello Allison,

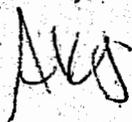
We previously requested that you provide any evidence that you stated you had from prior owners for you to have a dog / pet on the premises as well as additional occupants. We notified you previously that we will continue to work with you and that acceptance of rent while we continue to investigate this issue in no way waives our right to seek enforcement of your Lease Agreement.

It's been more than 3 months of no communication from you. In the last letter, you sent an objection to the House Rules. We hope that whoever was giving you advise also informed you that by your continued occupancy of the unit, that the House Rules go into effect after 30 days and are enforceable.

We encourage you to respond soon as we will assume your failure to do so is evidence that you never received any authorization.

On a different matter, you need to inform us to whom you are giving keys so we have information on who is accessing the building as we ran into a gentleman unlocking the front entrance who informed us that the walks your dog.

Sincerely,

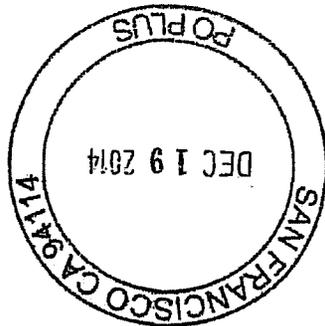


RENKA Prop, LLC

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 H

584 Castro Street #199
San Francisco, CA 94114



December 19, 2014

Attn: Renka Prop LLC
Re: Notice to Provide Requested Evidence

There are several false statements in your letter. It is dated on December 14, 2014 but was delivered on December 18, 2014. I have asked before that you properly date your correspondence as you have done this in the past as well.

You also state that this is your second request for information, however, this is your first. You did ask over the phone for information during your first harassing phone call on July 21, 2014 at which point I told you to refer to the estoppel before we both agreed that written communication is the best method from that point forward. You had said you would send a letter with this request, and I have not received one until now, nearly 6 months later.

You also state that, "We notified you previously that we will continue to work with you and the acceptance of rent while we continue to investigate this issue in no way waives our right to seek enforcement of your lease agreement". I received no such notification.

There are no additional occupants here as you seem to believe. I live here with 1 other occupant, Wendy Perkins, my partner. We have lived here for many years and she is included in the estoppel.

Please refer to the attached estoppel, which you received when you purchased the building as well as a pet agreement that I have signed with the previous landlord. The estoppel clearly states that Wendy Perkins as well as the pet live here.

As for my dog walker, his name is John and he has keys to the building and my unit so that he can walk my dog, which he has been doing for 7 years.

We believe your continued harassment is an attempt to coerce us to leave our rent controlled apartment so that higher paying tenants can replace us. Once again, please stop your harassment as you are taking away from the quiet, peaceful enjoyment of my home.

Attachments:
Estoppel and Pet Agreement

Handwritten signature of Allison Leshefsky.

Allison Leshefsky
12/19/2014

Sincerely,
Handwritten signature of Wendy Perkins.

Wendy Perkins
12/19/2014

EXHIBIT I

●●●● Verizon

8:26 AM



◀ Back (2) **(415) 691-1264**

Contact

Friday 8:36 AM

so i will make it easy to
see your poor conduct like
taping notice on door by
getting surveillance. will
send official letter to both
of you.



Send

EXHIBIT J



San Francisco Residential Rent Stabilization and Arbitration Board

Roay

B142458
 2014 DEC 23 AM 10:21
 S.F. RESIDENTIAL RENT STABILIZATION BOARD
 Rent Board Data 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 ↓

Street Number of Unit: 195 Street Name: Eureka Street Unit Number: 2 San Francisco, CA 94114 Zip Code

Name of Building Complex (if Applicable): _____ Entire Building Address (lowest & highest numbers): 195 Eureka St. / 4360 19th St. ← commercial property # of Units in Building: 5

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

Move-in Date: 3/16/06 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: 0

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

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

First Name: Allison/Wendy Middle Initial: B/S Last Name: Leshefsky/Perkins

Mailing Address: Street Number: 195 Street Name: Eureka St. Unit Number: 2 City: San Francisco State: CA Zip Code: 94114
(be specific, e.g. 1, 2, A, B, upper/lower/rear/front)

Primary Phone Number: [REDACTED] Other Phone Number: (note [REDACTED] area code, not [REDACTED]) Wendy Perkins [REDACTED]

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

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

Primary Phone Number _____ Other Phone Number _____

↓ Tenant Representative Information ↓ Attorney Non-attorney Representative Interpreter

First Name _____ Middle Initial _____ Last Name _____

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

Primary Phone Number _____ Other Phone Number _____

REPORT OF ALLEGED WRONGFUL EVICTION

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

↓ Owner Information ↓

Anne Kihagi Swain/ Renka LLC
 First Name Middle Initial Last Name

584 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) ↓

Allison B Leshefsky
 First Name Middle Initial Last Name

195 Eureka St 2 San Francisco CA 94114
 Mailing Address: Street Number Street Name Unit Number City State Zip Code

[REDACTED]
 Primary Phone Number Other Phone Number

↓ Property Manager Information (if applicable) ↓

Renka LLC Anne Kihagi/Swain(e)
 Name of Company First Name of Manager Middle Initial Last Name

584 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

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

Aaron A. Farmer
 First Name Middle Initial Last Name

1441 Baker St San Francisco CA 94115
 Mailing Address: Street Number Street Name Unit Number City State Zip Code

415-563-9300
 Primary Phone Number Other Phone Number

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

REPORT OF ALLEGED WRONGFUL EVICTION

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

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

on [blank] from [blank] (Date of Receipt of Notice) (First Name) (Last Name)

The eviction notice requires me to vacate my rental unit by: [blank] (Date)

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

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

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

Please complete the following:

My rent is due on the following date: 1/1/15 My current rent is \$ 2030.00

I offered to pay rent. Yes No If Yes, state amount \$ 2030 and date of offer: 12/1/14

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

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

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

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

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

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

Do you live in the same unit with a master tenant? Yes No [I am master tenant]

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

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

(refer to attached written description - 2 pages)

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.

Allison Leshefsky
(Print Name)

(Signature of Tenant)

12/23/14
(Date)

Wendy Perkins
(Print Name)

(Signature of Tenant)

12/23/14
(Date)

(Print Name)

(Signature of Tenant)

(Date)

WRITTEN DESCRIPTION OF CLAIM OF WRONGFUL EVICTION

Since the purchase of our building nearly a year ago, the owner, Anne Kihagi Swain(e), under the entity Renka Prop LLC, has been coercive and harassing to various degrees. She has succeeded in both our property and many others within San Francisco to harass and wrongfully evict tenants using a variety of tactics (see recent SF Superior Court cases as well as many case out of Los Angeles). Anne Kihagi Swain(e) purchased my building and several others within the last year. She has used many of the same tactics to remove and coerce long time residents to leave such as several illegal OMI's and ongoing harassment. Ms. Kihagi is trying to recover my unit through harassment as I am a long term rent controlled tenant that is paying below market rent. She would like a newer, higher paying tenant to replace me.

For myself, it began on July 21, 2014 when I received a phone call from Kihagi stating that she was the "building manager" and would like to get some information on my tenancy. I told her I live with one other occupant, Wendy Perkins, and my dog. She asked where I obtained permission to have a dog and I told her from the previous landlord. She also inquired if Wendy Perkins was my "registered domestic partner". At this point I began to feel anxious and uncomfortable and asked that she refer to the estoppel. I also asked that any further communication be in written form. She agreed and said that I would be receiving a letter from her within a weeks time- this never came until recently (see below).

On August 6, 2014 Kihagi delivered in person her proposed "House Rules" to certain tenants/units in the building, but not others. I was included in this delivery. This document was dated a week in advance of delivery and stated that it would take effect within 30 days (see attached document labeled "House Rules").

On August 18, 2014, I sent a rejection letter in response to Kihagi's proposed "House Rules" (see attached document).

On August 23, 2014 I received a letter from Kihagi's lawyer, Aaron Farmer/Karen Uchiyama stating that my rejection of the House Rules is invalid and ignoring them will be done "at our own peril". (see attached document)

On September 20, 2014 the front door lock to our building had been removed without notice and was not replaced until more than 24 hours later, creating a security issue in our building. A large hole remained where the lock had been and stayed like that over night. Myself as well as the other residents remained nervous and apprehensive of break ins as our neighborhood has been a hot spot for these types of crimes.

On September 21, 2014 the lock was replaced with a new one that was not up to code as it was not self locking, nor did it function properly. A DBI report was filed on behalf of the tenants who could not access the building using the main door for weeks. My anxiety was heightened as I continued to fear the security of my unit.

On October 1, 2014 I wrote a response to Farmer's letter and sent a copy to the San Francisco Rent Board as well (see attached document)

On December 3, 2014, in response to that particular DBI complaint, Kihagi attempted to fix the lock and re-issued keys yet again. The lock still malfunctions.

On December 14, 2014 I received a confusing and harassing text message from Kihagi stating that I am refusing to respond to her request for additional information on "privileges outside my lease". I have not received, at this point, any such request and was confused and anxious about this text. (see attached screen shot of text messages)

On December 15, 2014 I sent to Kihagi a written request to stop communicating with me via text and to send all future communications in writing to my address only. This was not my first time I had requested that she stop the text messages, all of which I have never responded to. Receiving her texts continues to create nervousness and anxiety and affects my right to the quiet, peaceful enjoyment of my home. She did not adhere to my second request (see below 12/19/14)

On December 18, 2014, I received from Kihagi a "request for evidence" for alleged breaches of her proposed House Rules, such as living with my partner, Wendy Perkins and having a dog. She further harasses by stating that I have not been authorized to give a copy of my keys to my dog walker, who I have employed to walk my dog for nearly 7 years. (see attached document)

On December 19, 2014, despite my second written communication asking Kihagi to stop sending harassing text messages, I received yet another text message from her stating she will be installing surveillance as retaliation for the DBI complaints (see attached screen shot of text messages)

Also, on December 19, 2014, I responded to her "request for evidence" with both a written letter and attachment of my estoppel and signed pet agreement form the previous landlord. (see attached documents)

*Ongoing DBI complaints have been filed on behalf of the residents of 195 Eureka for over a year concerning a variety of issues such as building security, work without permits, occupation of illegal basement unit, structural issues, working beyond scope of permits, etc. Please refer to DBI for ongoing complaints for this property and many others she has recently purchased. Her continued negligence recently escalated one complaint in our building and a Directors Hearing took place- complaints are still open and unresolved.

**In addition, she has occupied an illegal basement unit in our building with her non-contracted migrant workers that continue to do illegal construction both without permits and beyond the scope of existing permits on both our property and her other properties. These workers continue to disrupt the peace and quiet enjoyment of my home with their illegal construction and adherence to her illegal tactics. Currently, there are over a dozen active DBI complaints on her properties, including 4 open complaints on 195 Eureka Street. She continues to replace long time rent controlled residents with newer, higher paying residents and her harassment tactics thus far are done so in a way to coerce us to leave so she can replace our tenancy with higher paying renters.

EXHIBIT K

Wed, Mar 18, 5:35 PM

**Stop wasting your time
talking people who don't
care about your
nonsense and gossip.
The cameras at the front
capture you bothering
tenants who have no
interest in your issues.
it's quite shameful and
desperate**

EXHIBIT L







EXHIBIT M

**24-HOUR NOTICE OF
INTENT TO ENTER PREMISES**

To: All Occupants

Address: 195 Eureka Street Unit # 1,2

San Francisco, CA

Dear Resident:

Please be advised that the Owner/Agent or Owner's/Agent's employee(s) will enter above listed premises on or about (Date/Time) Friday 4/17 & Mon-Wed 4/21- 4/23 ^{10-4 pm}, 2015, during normal business hours for the reason listed below:

- To make necessary or agreed repair(s) and/or improvement(s)
- To exhibit the premises to: a prospective tenant, workers and/or contractors
- Other:
Perform requested repairs and have work inspected.

Note that your failure to grant access is a material breach of Rental Agreement.

If you have any questions, please don't hesitate to call.

Owner/Agent: RENKA Prop LLC

Date: 4/15/15 Phone: 415-691-1264

**This notice is given in accordance with the provisions of Section
1954 of the California Civil Code.**



EXHIBIT N

20



EXHIBIT O











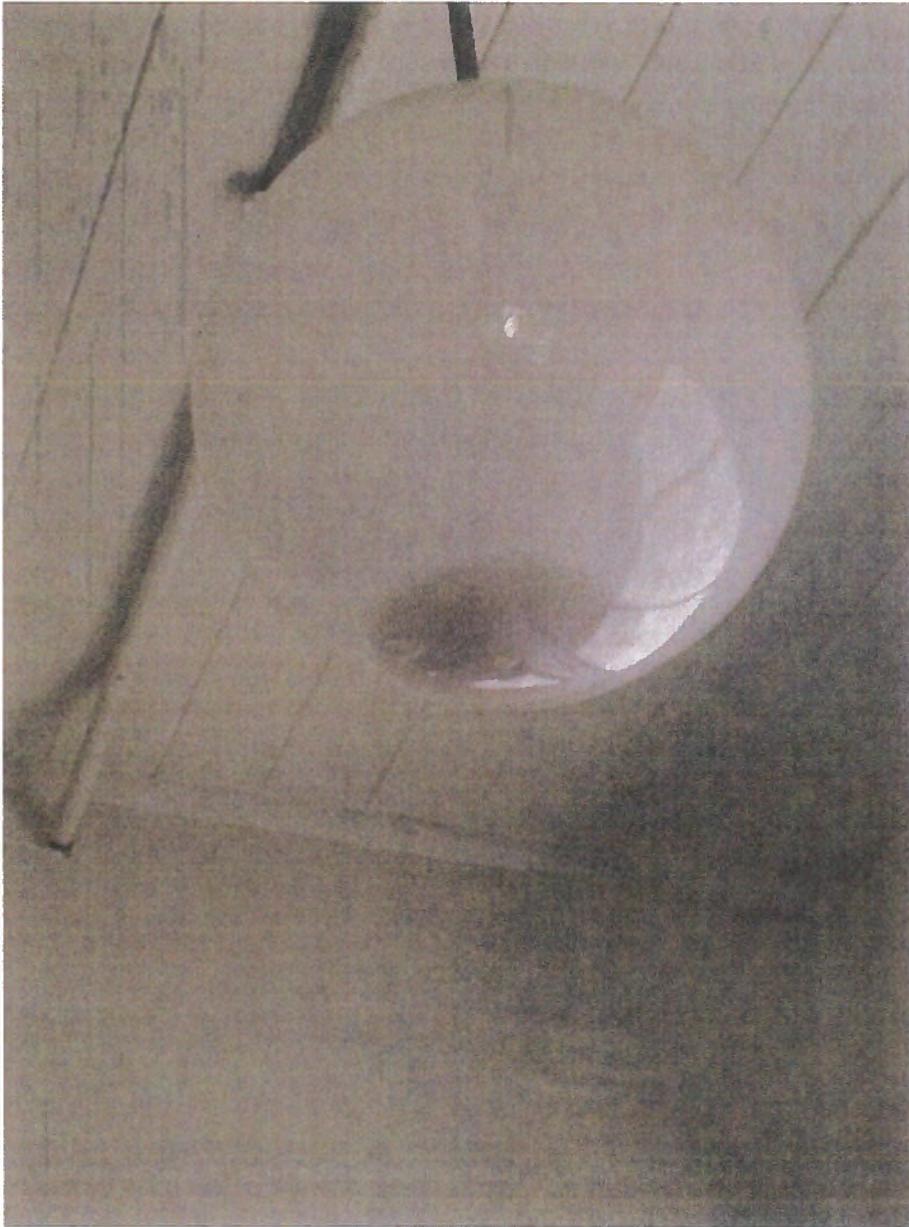


EXHIBIT P

60-DAY NOTICE TO TEMPORARY VACATE THE PREMISES

TO: **ALLISON LESHEFSKY**, tenants in possession, and all other tenants, subtenants, and occupants in a form of tenancy unknown, including a subsequent occupant, collectively referred to as "YOU," claiming to have a right to possess the premises located at:

**195 EUREKA STREET, APARTMENT No. 2, SAN FRANCISCO, CALIFORNIA, 94114;
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA,**
including any land, residence, or other fixtures and improvements, located on the above premises,
together referred herein as a "subject property" or "premises."

NOTICE IS HEREBY GIVEN THAT, pursuant to the San Francisco Administrative Code, Chapter 37, otherwise known as "Residential Rent Stabilization and Arbitration Ordinance," Chapter 37, Section 37.9(a)(11), that the owner of the subject property seeks in good faith, without ulterior reasons, and with honest intent, to temporarily recover possession of the premises solely for the purpose of effecting the capital improvement and rehabilitation work on the subject property.

THE ESTIMATED TIME TO COMPLETE THE CAPITAL IMPROVEMENT / REHABILITATION WORK IS: THREE MONTHS. The owner of the subject property anticipates to commence the work on the day following YOUR temporary vacating the premises. The above-stated period of time to carry out the improvements is based on a good faith estimate. Should the work be completed sooner than the estimated time, YOU will be allowed to move back in and regain possession of the premises on such sooner date. The approximate month and year currently estimated are: March 2016.

The scope of the capital improvement / rehabilitation work includes electrical rewiring of the unit and installing a new electrical sub-panel; and also includes replacement of the old waste pipes inside the subject property, therefore rendering the subject property uninhabitable for the length of time the capital improvement / rehabilitation work is being performed.

NOTICE IS FURTHER GIVEN THAT **YOU ARE REQUIRED TO TEMPORARY VACATE THE SUBJECT PROPERTY ON OR BEFORE DECEMBER 1, 2015**, which is over sixty (60) days from the date of service of this notice, and that YOU must temporary surrender possession of the subject property on or before that date to the landlord's duly authorized agent: Aleksandr A. Volkov, Esq., whose office is located at 211 Gough Street, Suite 116, San Francisco, CA 94102. Aleksandr A. Volkov can also be contacted via telephone, at (415) 987-7000. He is available Monday through Friday, 9 a.m. through 5 p.m. (for meetings in person, please call in advance to schedule an appointment).

The service of this notice is made in accordance with the provisions of California Civil Code, Sections 1946, 1946.1, and California Code of Civil Procedure, Section 1162, and provides YOU with at least 60 days' notice before and in advance of the tenancy's termination.

Temporary termination of tenancy and possession of the Premises are sought in good faith and pursuant to the San Francisco Administrative Code, Chapter 37, otherwise known as "Residential Rent Stabilization and Arbitration Ordinance," **Chapter 37, Section 37.9(a)(11)** which states:

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

(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. ... 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. ...”

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

NOTICE IS FURTHER GIVEN THAT the applicable construction permits have been issued by the San Francisco Department of Building Inspection. Copies of those permits, and the applicable rehabilitation or capital improvement plans, if such were required by the Building Inspection Department, are on file with the Central Permit Bureau of the Department of Building Inspection and arrangements for reviewing such plans can be made with the Central Permit Bureau. The Department of Building Inspection is located at: 1660 Mission St, San Francisco, CA 94103.

Copies of the obtained construction permits are attached herein as **Exhibit “B”** and provided simultaneously with this notice. The description of work is as follows: electrical rewiring of the unit and installing a new electrical sub-panel; and also includes replacement of the old waste pipes inside the subject property.

The estimated time when YOU can re-occupy the subject property is March 2016.

NOTICE IS FURTHER GIVEN that YOU may have a right to relocation expenses. Pursuant to Residential Rent Stabilization and Arbitration Ordinance, Chapter 37, Section 37.9C, each authorized occupant of the subject property, regardless of age, who has resided in the unit for 12 or more months is an “Eligible Tenant” and shall receive **\$5,551.00**, each. Half of the \$5,551.00 payment to each occupant, **\$2,775.50**, shall be paid at the time of the service of notice of termination of tenancy, and the remaining half of the \$5,551.00 payment to each occupant, **\$2,775.50**, shall be paid when the unit is vacated. However, in no case shall the landlord be obligated to provide more than **\$16,653.00** in relocation expenses, notwithstanding additional payment(s) covered immediately below. Together with service of this Notice, a cashier’s check for \$5,551.00 is delivered to Ms. Allison Leshefsky, to cover \$2,775.50 (50% payment) to Ms. Allison Leshefsky, and another \$2,775.50 (50% payment) to cover a payment for Ms. Allison Leshefsky’s subtenant, a subsequent occupant on the property, whose name is presently unknown to the landlord.

The payment of relocation expenses does not include YOUR security deposit, which is handled separately, and shall be returned to YOU pursuant to California Civil Code, Section 1950.5, only in an event of YOUR permanent termination of the tenancy.

NOTICE IS FURTHER GIVEN that YOU may have a right to receive additional relocation expenses pursuant to Residential Rent Stabilization and Arbitration Ordinance, Chapter 37, Section 37.9C. 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 **\$3,701.00**. Half of that payment, **\$1,850.50**, 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 **\$1,850.50** of which shall be paid when the Eligible Tenant vacated the premises.

NOTICE IS FURTHER GIVEN that, if YOU claim to be eligible for the additional payment of \$3,701.00 as stated above, YOU shall notify the landlord within thirty (30) days, counted from service on YOU of this notice of termination of tenancy, about YOUR claim of the eligible status. Notice to be given, together with supporting evidence, to the landlord’s authorized agent Aleksandr A. Volkov, Esq., via mail or delivered in person, to agent’s office, located at 211 Gough Street, Suite 116, San Francisco, CA 94102. Failure by YOU to submit a statement to the landlord notifying about YOUR eligibility for additional payment within the 30-day period shall be deemed an admission that you are not eligible for an additional payment as stated above.

NOTICE IS FURTHER GIVEN that within thirty (30) days, counted from service on YOU of this notice of termination of tenancy, YOU must submit a statement, together with supporting evidence, if YOU are claiming to be a member of the class protected from eviction by Residential Rent Stabilization and Arbitration Ordinance, Chapter 37, Sections 37.9(i) or 37.9(j). Statement, together with supporting evidence, shall be submitted to the landlord’s authorized agent Aleksandr A. Volkov, Esq., via mail or delivered in person, to agent’s office, located at 211 Gough Street, Suite 116, San Francisco, CA 94102. Failure by YOU to submit, within the 30-day period, a statement to the landlord notifying about YOU allegedly being a member of the class protected from eviction by Residential Rent

Stabilization and Arbitration Ordinance, Chapter 37, Sections 37.9(i) or 37.9(j) shall be deemed an admission that you are not a member of such class.

NOTICE IS FURTHER GIVEN that the total current monthly rent for the subject property **\$2,030.00** and that, while YOU remain in possession of the subject property, rent remains due and payable through the end of this notice's period. YOU are still responsible for making monthly rent payments for the months of October and November of 2015. Rent is due on the 1st day of the month for which the rent is paid. Rent payments shall be continued to be made to "Renka Prop, LLC." The amount of rent payable for the subject tenancy will not increase upon YOUR reoccupancy by more than the limitations set forth in Part IV of the Rules of the San Francisco Residential Rent Stabilization and Arbitration Board ("Board" or "Rent Board").

Rent payments can be made by mail or in person. Payments made in person shall be delivered to the property owner's agent between the hours of 9:00 a.m. and 5:00 p.m. on the following days of the week: Monday through Friday, at the above-mentioned location of Aleksandr A. Volkov's office. Please call in advance to arrange for an appointment. Acceptable methods of payment: Cashier's Check, Money Order, or Cash. Payments are due on the 1st day of the month for which they are paid, and must be received, in full, on or before the 1st day of that month.

Acceptance of rent payments after the service of this termination notice on YOU does not constitute a withdrawal of this notice or landlord's waiver of any claims.

NOTICE IS FURTHER GIVEN that YOU shall, as soon as practically possible, provide YOUR contact information for YOUR temporary address, during the period of displacement, to the owner of the subject property and to the Rent Board, in order that YOU may be notified regarding YOUR relocation and regarding completion of the capital improvement and rehabilitation work on the subject property. Notices to the owner of the subject property, including the notice of your temporary address during the period of displacement, shall be given the property owner's authorized agent Aleksandr A. Volkov, Esq., via mail or delivered in person, to agent's office, located at 211 Gough Street, Suite 116, San Francisco, CA 94102. Notices to the Rent Board shall be given to the Board's offices, located at 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033; Telephone No. 415-252-4602.

YOU HAVE A RIGHT TO REOCCUPY THE SUBJECT PROPERTY. NOTICE IS FURTHER GIVEN that, immediately on completion of the improvements, **YOU will be notified about the same and will be allowed to reoccupy the subject property as soon as the improvements or rehabilitation work is completed.** YOU will have **30 days** from receipt of the property owner's offer of reoccupancy to notify the the property owner of acceptance or rejection of the offer and, if accepted, shall reoccupy the unit within **45 days** of receipt of the reoccupancy offer.

The following documents are attached hereto, incorporated by reference herein, and provided simultaneously with this notice:

- 1) A copy of the San Francisco Administrative Code, Chapter 37, Section 37.9, including subsections 37.9(a)(8), 37.9(i), 37.9(j), 37.9(k) [Exhibit "A"];
- 2) A copy of the obtained construction permits [Exhibit "B"];
- 3) A copy of the San Francisco Administrative Code, Chapter 37, Section 37.9C [Exhibit "C"];
- 4) A copy of the San Francisco Residential Rent Stabilization and Arbitration Board's "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" notice, version dated 1/21/15 [Exhibit "D"].

Documents attached hereto as Nos. (1) and (3) have been printed from the legal publisher American Legal Publishing Corporation, and available online at amlegal.com. Document attached hereto as No. (4) has been printed from San Francisco Residential Rent Stabilization and Arbitration Board's website, sfrb.org, and is available online at: <http://www.sfrb.org/Modules/ShowDocument.aspx?documentid=1928>.

If you fail to perform or otherwise comply with this notice requirements, such as to vacate on or before 60th day counted from the day of the service of this notice on you, and/or fail to make timely rent payments, the landlord will institute legal proceedings to obtain possession of the above-described premises. A separate notice regarding the applicable default will be served.

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; Telephone No. 415-252-4602.

NOTICE IS FURTHER GIVEN REGARDING INSPECTION OF THE PREMISES:

Under California law, you have a right to request that the landlord, or the undersigned landlord's authorized agent, make an initial inspection of the premises to determine its condition before you vacate, and you have the right to be present during the inspection. The purpose of the inspection is to allow you an opportunity to remedy identified deficiencies or damage to the premises, if any, caused by you. If you wish to have such an inspection, please contact the undersigned landlord's authorized agent as soon as possible at his office, 211 Gough Street, Suite 116, San Francisco, CA 94102, or telephone, at (415) 987-7000. If you request an inspection, you will be given 48 hours advance notice of the inspection, but you may waive in writing the required 48 hours' notice and have the inspection done sooner. YOUR security deposit will be handled pursuant to California Civil Code, Section 1950.5.

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."

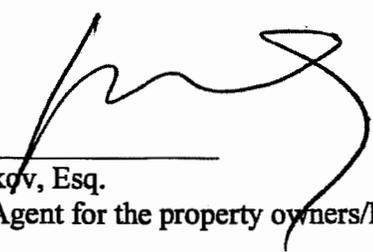
Notifying any subsequent occupants of the subject property by the present notice does not change the status of such subtenants or replacement tenants, and may not be deemed as a waiver of the applicable property owner's rights or as a recharacterization of such subtenants or replacement tenants as original tenants. For any persons, other than those named on the lease or previously and separately authorized by the landlord, the notice shall not be deemed as acceptance or authorization of any individuals mentioned in this notice as approved co-tenants, subtenants, or in any way or form authorized residents of the subject property, or as a waiver of any rights, all rights being reserved.

This notice may be deemed to be an attempt to collect a consumer debt pursuant to Federal Fair Debt Collection Practices Act or law of the state of California. We therefore advise you, that we are a debt collector attempting to collect a debt and any information obtained will be used for that purpose. If you have any questions, please call us at (415) 987-7000. You have 30 days after receipt of this notice to dispute the validity of the debt, and request that verification of the debt be sent to you.

The state Rosenthal Fair Debt Collection Practices Act and the Federal Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest, or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection practices, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

This notice supersedes all prior notices previously served on you.

Date: 2-28-2015



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

EXHIBIT «A»

San Francisco Administrative Code

**CHAPTER 37:
RESIDENTIAL RENT STABILIZATION AND
ARBITRATION ORDINANCE**

SEC. 37.9. EVICTIONS.

[This cover page is provided for reference purposes only. The print version of Chapter 37, Section 37.9 of the San Francisco Administrative Code begins on the next page, and consists of ten pages total, this cover page not including. Sub-section 37.9(a)(11) is on page 4]

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).

(l) 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)

EXHIBIT «B»



Permit Issued By: WEBSITE
CUSTOMER COPY

PERMIT# EW20150414541
Permit Issued date: 04/14/2015 08:18:16 PM

Printed on: 09/23/2015 03:16:32 PM

Job Address 195 EUREKA ST	Block/Lot/Structure Num 2693/021/0	Unit 0	District 8
Occupancy Residential	Floor/Suite 2	Valuation	\$4,000.00

Owner Name RENKA PROP LLC	Phone (323)244-9178	Phone2	Homeowner permit approved by
------------------------------	------------------------	--------	------------------------------

Contractor Company Name JOSEPH STUART SYKES	License 967147	Class C10 B1	License Exp Date 30-SEP-16	Business Lic# 0481947
Address 1624 POPLAR DRIVE	City WALNUT CREEK	State CA	Zip Code 94595-0000	Office Phone# (415)691-1264
				Mobile Phone# (925)705-0064

Applicant/Occupant Name	Phone () -
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EID Use Only:	Building Appln. No:	Plumbing permit No:
---------------	---------------------	---------------------

APPLICANT'S DESCRIPTION OF WORK:

Rewire unit, new sub panel.

INSPECTOR'S COMMENT:

Fees							
Fee Type	Date Paid	Receipt	Amount	Fee Type	Date Paid	Receipt	Amount
RES_OUTL	14-APR-15	226041	\$279.00	TECH_SRCH	14-APR-15	226041	\$5.58
BLDG_REV_FEE	14-APR-15	226041	\$1.00				
Surcharge	\$0.00	Total Fees	\$285.58	Total Paid	\$285.58	Balance due	\$0.00

Inspection Activity Description				
Activity Date	Inspector	Code	Activity Code Description	Inspection Record

EW20150414541

195 EUREKA ST

JOSEPH STUART SYKES

Floor/Suite: 2



PLUMBING PERMIT
CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

PERMIT # PP20150902634 ISSUED

Call between 8:00 am and 3:00 pm to schedule an inspection • (415) 558-6570
24-hour Web inspection scheduling at: https://dbiweb.sfgov.org/dbi_plumbing/
24-hour voice inspection scheduling • (415) 575-6955

DATE AND TIME: 09/23/2015 03:17:19 PM

195 EUREKA ST

Job Location	195 EUREKA	RENEWAL	AMENDMENT	PID PERMIT #
		ST	Unit 2	Unit sfx
			Unit	Unit sfx
				BLK/LOT 2693 / 021
				BLK/LOT
OWNER:	BLDG APPL#	EID PMT#		District 9
Owner Name	RENKA PROP LLC	Owner/Contact		
Owner Address	195 EUREKA	ST SAN FRANCISCO	CA	Owner Phone 3232449178

I hereby affirm that I am licensed under provisions of Chapter 9 (Commencing with Sec. 7000) of Division 3 of the Business and Professions code, and my license is in full force and effect.

CONTRACTOR:	HOMEOWNER PERMIT:	Approving Inspector:
Company Name	License #	Class
S P PLUMBING	858134	C36
Address	City	Expiration
734 BAY ST	SAN FRANCISCO	04/30/2017
		State
		CA
		BTRC #
		0381098
		Zip
		94109-0000
		Phone
		4159631745

DESCRIPTION OF WORK COVERED BY THIS PERMIT:
REPLACE OLD WASTE PIPES.

FEES:	MAX INSPECTIONS AVAILABLE	2	VALUATION	5,000.00	BLDG STDS ADMIN FUND	1.00
NUMBER OF ADDITIONAL INSPECTIONS	0 @	0.00 / 1 EA.	0.00	SURVEY:		0.00
NUMBER OF PLAN REVIEW HOURS:	0 @	0.00 / 1 EA.	0.00	MISCELLANEOUS:		0.00
NUMBER OF ADMIN HOURS:	0 @	0.00 / 1 EA.	0.00	FIRE SPRINKLER:		0.00
SINGLE RESIDENTIAL UNIT:			148.00	FIRE SPRINKLER (NEW/REMODEL):	0 @	0.00 / 1 EA.
PLUMBING INSTALLATION (WITHOUT)	0	UNITS	0.00	RESTAURANT (NEW/REMODEL):	0	OUTLETS
PLUMBING INSTALLATION (WITH):	0	UNITS	0.00	Web fee: 0.00	Penalty	0.00
JEW BOILER INSTALLATION:	0 @	0.00 / 1 EA.	0.00	Tech surcharge (2%)		2.96
OFFICE, MERC AND RETAIL BUILDING:	0 @	0.00 / 1 EA.	0.00	TOTAL PERMIT FEE:		151.96

* NOT VALID FOR PERMIT IF ANY EMPLOYEE DESCENDS INTO EXCAVATION DEEPER THAN 5'
Effective 8/7/2009 - Permit shall expire 1 year from date of issuance.

DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY

Date	Initials	Remarks

NOTICE TO APPLICANT HOLD HARMLESS CLAUSE: The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

- I. I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the Labor Code for the performance of the work for which this permit is issued.
- II. I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:
Carrier: _____ Policy Number: _____
- III. The cost of the work to be done is \$100 or less.
- IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the workers' compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.
- V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the workers' compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

PLEASE MAKE CHECK PAYABLE TO: DEPARTMENT OF BUILDING INSPECTION 1660 MISSION STREET SAN FRANCISCO, CA 94103

Plumbing Inspector's signatures:
Rough In: _____
Final: _____

Date: _____
Date: _____

Valid For Issuance: Approved Date: 09/02/2015 08:07:00 AM

Chief Plumbing Inspector: *Steve Panelli*

CUSTOMER COPY
Issued by: CVICTORI

EXHIBIT «C»

San Francisco Administrative Code

**CHAPTER 37:
RESIDENTIAL RENT STABILIZATION AND
ARBITRATION ORDINANCE**

**SEC. 37.9C. TENANTS RIGHTS TO RELOCATION FOR
NO-FAULT EVICTIONS.**

[This cover page is provided for reference purposes only. The print version of Chapter 37, Section 37.9C of the San Francisco Administrative Code begins on the next page, and consists of two pages total, this cover page not including.]

San Francisco Administrative Code

SEC. 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.

(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 continued 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 \$4,500.00, \$2,250.00 of which shall be paid at the time of the service of the notice to quit, and \$2,250.00 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 \$13,500.00 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 \$1,500.00 of which shall be paid when the Eligible tenant vacated 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.

(Added by Proposition H, App. 11/7/2006)

EXHIBIT «D»



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 temporales 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運費*

送達迫遷通知的日期	每位房客應得的搬運費金額	每個單位應得的最高搬運費金額	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 (臨時資本設備改善工程) 及第 37.9(a)(12) 節 (大規模裝修) 迫遷的額外搬運費要求。[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。]

CHASE

CASHIER'S CHECK

1963013032

Date 09/25/2016

Void after 7 years

91-2
1221

Remitter: RENKA PROP LLC

Pay To The Order Of: ALLISON LESHEFSKY

Pay: FIVE THOUSAND FIVE HUNDRED FIFTY ONE DOLLARS AND 00 CENTS

\$** 5,551.00 **

Do not write outside this box

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

Drawn: JPMORGAN CHASE BANK, N.A.

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



⑈ 1963013032⑈ ⑆ 122100024⑆ 806002234⑈