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CITY AND COUNTY OF SAN FRANCISCO and
PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

CITY AND COUNTY OF SAN FRANCISCO, a Municipal Corporation, and the PEOPLE OF THE STATE OF CALIFORNIA, by and through DENNIS J. HERRERA, City Attorney for the CITY AND COUNTY OF SAN FRANCISCO, Plaintiffs, vs. ANNE KIHAGI aka ANNA KIHAGI aka ANNA SWAIN aka ANNE KIHAGI SWAIN aka ANNA KIHAGI SWAIN, JULIA MWANGI aka JULIA MUNENE, CHRISTINE MWANGI aka CHRISTINA MWANGI aka CHRISTINE JOHNSON, XELAN PROP 1, LLC, RENKA PROP, LLC, NOZARI 2, LLC, ZORIALL, LLC, and DOE ONE THROUGH DOE FIFTY, Defendants.	Case No. CGC-15-546152 DECLARATION OF MARIA MARANGHI IN SUPPORT OF PRELIMINARY INJUNCTION WITH EXHIBITS A THROUGH S 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

I, Maria Maranghi, declare as follows:

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

2. I am 68 years old. I am a mother of three and grandmother of one. For 15 years, I have worked part-time as a parish secretary for Sts. Peter & Paul Church. I have also worked as a personal assistant for a resident of the Sequoias assisted living facility. I am a native San Franciscan. I have lived almost my whole life in the North Beach area. My father was an immigrant from Italy. My mother was in immigrant from Latin America. I grew up speaking English, Italian and Spanish.

3. I suffer from arthritis which causes radiating pains throughout my limbs and neck, and limits my mobility. I also have a severe hernia for which I am awaiting surgery.

4. In 1971, my parents Martha and Jerry Bini moved into 1020 Filbert Street, San Francisco, California (hereinafter, "1020 Filbert"). They moved in under an oral agreement with Marie Beccio, who was the owner and landlord of the building at the time. I was present when my parents and Ms. Beccio agreed to the lease terms, which included the understanding and agreement that my family and I would move in to 1020 Filbert with my parents if and when either of my parents required assistance due to age or health concerns/disabilities. We rented the apartment as a family.

5. In 1988, I moved into 1020 Filbert with my infant son Martino Maranghi, with the knowledge and permission of Mrs. Beccio. We moved in to help take care of my parents, Jerry and Martha. We had a good relationship with Mrs. Beccio. She lived alone in Unit 1022, above ours. When she would go on vacation, we would water her plants for her and check in on her home. At Christmas time, she would bring us cookies. Mrs. Beccio died in 2000. My father, Jerry Bini, died in September 2001.

4. For 44 years until her death in July 2015, my mother was a continuous tenant of 1020 Filbert. At the time of my mother's death in July 2015, she was 92 years old, a grandmother of three, and a great grandmother of one. For the last 25 years of her life, my mother was disabled,

as she suffered from severe and debilitating arthritis which severely limited her mobility and ability to lift, pull, push or otherwise move large, heavy or bulky items, and an inoperable hernia for which she was hospitalized in or around June 2014, vascular inflammation, hearing loss, and macular degeneration that resulted in nearly complete loss of vision. She had also suffered a stroke of her eye. For the last four or five years of her life, she was practically bedridden.

5. For the last 27 years, I have continuously been a tenant of 1020 Filbert Street. In or around February 1994, with the knowledge and permission of Ms. Beccio, my husband Sergio Maranghi moved into 1020 Filbert. Sergio moved out in 1997, and then returned in December 1999, with the knowledge and permission of Ms. Beccio. Sergio is now 78 years old and disabled. He suffers from arthritis and hearing loss, including intermittent deafness, and may now have skin cancer.

6. My son Martino left San Francisco for college in or around September 2007, returning for summers and holidays. He completed his schooling in or around September 2014, and no longer lives at 1020 Filbert. In 2010-2011, my other son, Gerald Bini, began staying with my family at 1020 Filbert. He moved out on June 9, 2014.

7. 1020 Filbert is a 2 bedroom, 1 bathroom rent-controlled apartment in San Francisco's Russian Hill neighborhood. Our unit is one of seven units that combined together comprise the two-building complex known as 1000-1022 Filbert Street. One building contains five units (Units 1000, 1002, 1004, 1006 and 1008 Filbert); the other (our) building contains two units (Units 1020-1022).

8. Currently, our rent is $507.31 per month. We have paid our monthly rent each and every month since we moved in. My family keeps 1020 Filbert in a clean and sanitary condition.

9. In or around May or June 2013, the Filbert Street property was listed for sale. At that time, I completed and signed both a Rental Information Questionnaire and a Request for Information under Sections 37.9(i) and (j). On both of these forms, the tenants/occupants listed were: Martha Bini (my mother), myself, Sergio Maranghi (my husband) and Martino Maranghi (my son).

10. On or about August 15, 2013, Defendants ANNE KIHAGI aka ANNA KIHAGI aka ANNA SWAIN aka ANNE KIHAGI SWAIN aka ANNA KIHAGI SWAIN ("KIHAGI") purchased the Filbert property through Defendant XELAN PROP 1, LLC ("XELAN").

11. At the time of Defendants' purchase of the Filbert property, five of the seven units were occupied, and 2 units were vacant. Unit 1000 was vacant – its previous occupant, John, a disabled cab driver, had passed away. Unit 1002 (above Unit 1000), was occupied by my neighbor Mery Rose. Unit 1004 (above Unit 1002) was vacant. Unit 1006 (across from Unit 1002) was occupied by Tina Rossi. Unit 1008 (below Unit 1006) was occupied by Robert Reyen. Unit 1020 is our home. Unit 1022 (above ours, formerly Ms. Beccio's unit) was occupied by Heidi Rossi.

12. In August 2013, I sent my rent check (check #316) to Hill & Co., as usual, as I had not received any notice of change of address. On August 15, 2013, Defendants sent a notice of new address for rent checks. The August 15, 2013 Notice indicated that the property manager was Anna Swain. I later learned that Anna Swain and Defendant KIHAGI are the same person. A true and correct copy of the August 15, 2013 Notice of new address is attached hereto as **Exhibit A**, and incorporated herein by reference.

13. Our August rent check was cashed. However, much later, in June 2014, Defendants claimed that we had not paid and therefore still owed them rent for August 2013. We told them that Hill & Co. had cashed the check, but in order to avoid any problems with Defendants, on July 1, 2014, we sent them another check, believing they would refund us the money when it was all straightened out. We have never received that money back.

14. By September or October 2013, the rent-controlled tenants in Units 1006, 1008 and 1022 had vacated their units after Defendants had offered money to vacate, coupled with threats of eviction. As I understand it, Defendant had made it clear to them they were would make life miserable for them, and that they were going to get them out one way or another. On information and belief, Defendants also harassed and threatened (and then sued) my neighbor Mery Rose (Unit 1002) to the point where she finally accepted a buyout and vacated. My family is the last of the original tenants still there out of the seven units.

15. Immediately after intimidating the prior tenants out of their units, Defendants began remodeling Unit 1022 (above ours). During the beginning stages of construction in Unit 1022, Defendants' workers cut the wires to our doorbell, rendering it inoperable. We complained to Defendants, but, despite numerous requests to fix it, we were without a doorbell from September 2013 until April or May 2014.

16. In or about October 2013, Defendants did some work on Unit 1022, but as other tenants were harassed and intimidated out of their units, Defendants' workers moved on to perform extensive renovations to the recently vacated units in the adjacent five-unit building (Units 1000-1008). On information and belief, Defendants did not apply for or obtain all of the required permits to perform such extensive renovations. While the workers worked on Units 1000-1008, they would often stay, sleep, eat and live in the vacant Unit 1004. While they were living and/or working at Filbert, Defendants' workers would blast their music all day long into the evening, which was extremely disruptive and disturbing for us.

17. Then, our house numbers disappeared, and were gone for several months. I had to put up a cardboard sign so people could still find us for deliveries and visitors.

18. Later, Defendants' workers returned their focus to Unit 1022, where they "demolished" the unit, gutting the kitchen and bathroom, and installing new plumbing and new electrical service. On information and belief, the work was done far in excess of the minimal permits that were obtained beforehand. We reported all of this unpermitted work to the San Francisco Department of Building Inspection ("DBI"), and they issued Notices of Violation. According to DBI's complaint tracking website, most of the work performed was performed in excess of obtained permits, and those complaints remain outstanding.

19. For months and months, Defendants' workers were working all days of the week, and all hours of the day. They would be hammering, pounding, and tearing the unit to the studs, sometimes until 10:00 p.m. During this time, our peace of mind and our quiet enjoyment were destroyed. Eventually, Defendants' minimal permits were suspended by DBI and/or the Board of Appeals. Despite the suspension of their permits, Defendants continued to perform the illegal construction. We told the workers to stop working, but they refused.

20. Problems with the landlord cashing our rent checks continued for months. Defendants would cash some rent checks, but not others. Defendant KIHAGI would complain that "we did not receive it" or "the check did not go through" and would demand another check. We inquired at the bank, and found out from the bank that no one had attempted to cash the checks. My neighbor Mery Rose also had problems with her rent checks being cashed. I was so stressed out that I began having my husband drive me (or took a taxi) to the P.O. Plus store in the Castro to personally hand-deliver my rent checks.

21. My first in-person contact with Defendant KIHAGI was on January 17, 2014. Defendant KIHAGI, representing herself as the property manager, called me and came to my home. She pretended to be very friendly, and wanted to let me know in person that she intended to move everyone out of the building. She offered me a buyout of $4,000 per person. I told her that my mother was 90 years old and disabled, and that moving her to another place would be impossible. Defendant KIHAGI suggested that we move to "more affordable" places like Stockton or San Rafael. Then she suggested that I put my mother in "a nursing home." During this meeting, I requested that our inoperable doorbell be repaired. The next day, I received a document called, "House Rules" dated December 2013.

22. On January 23, 2014, Defendant KIHAGI came over with a Relocation Payment schedule explaining the amount of money a tenant can expect to vacate a rent-controlled unit. I made my second request to fix the broken door bell and to put our house numbers back on front door. A true and correct copy of the Relocation Payment Schedule is attached hereto as **Exhibit B,** and incorporated herein by reference.

23. On or about January 23, 2014, Defendants gave us a 24-Hour Notice of Intent to Enter Premises, stating that they would be entering our home on January 29 and 30 and February 5 and 6th, 2014, from 11a.m.-2p.m. with a contractor and architect. On June 29, 2014, Defendants never came and never called to cancel. On January 30, 2014, Defendants never came and never called to cancel. A true and correct copy of the 24-Hour Notice is attached hereto as **Exhibit C,** and incorporated herein by reference.

24. On February 5, 2014, Defendant KIHAGI came with the contractor to take measurements and photographs of the house, and to "discuss our plans for moving out." I informed her that we had no plans and that it was too difficult for my 90 year old mother to discuss at this time. Defendant KIHAGI saw my husband, Sergio, on the street, and yelled, "Hey Amigo," offered him $80,000 to move, and volunteered to go with us to look for replacement housing in Novato.

25. On February 6, 2014, Defendant KIHAGI came to my house, and handed me my September 2013 rent check with the word "VOID" written on it. Defendant KIHAGI asked for a replacement check for September 2013 because she said she voided the check, claiming that check #317 "did not go through the bank." I pressed Defendant KIHAGI for a more detailed explanation, but she refused to elaborate, saying only, "there were problems." I brought this to the bank director's attention, and he confirmed that my account always had enough funds, and that no one had attempted to cash the check. On March 25, 2014, I sent Defendants a letter outlining the facts related to the September 2013 rent check. On the advice of counsel, on or about March 25, 2014, I included a new check for September 2013. True and correct copies of the March 25, 2014 letter and copies of the original rent check, the voided check, and the replacement check, are attached hereto, collectively, as **Exhibit D**, and incorporated herein by reference.

26. On February 6, 2014, we received papers from Defendants' attorney stating that our home was going to be demolished. The Notice of Owner's Application for Permit to Demolish Residential Dwelling Unit stated that the owner had applied for a permit to demolish Unit 1020 and that the owner would terminate our tenancy as of April 30, 2014, with demolition to occur on May 1, 2014. A true and correct copy of the February 6 Notice is attached hereto as **Exhibit E,** and incorporated herein by reference.

27. On or about February 11, 2014, Defendants issued another 24-Hour Notice of Intent to Enter Premises, for entry on February 13, 2014 from 3 p.m.-5 p.m. and February 18, 2014 from 11 a.m. to 2 p.m. A true and correct copy of the February 11, 2014 24-Hour Notice is attached hereto as **Exhibit F,** and incorporated herein by reference.

28. On February 13, 2014, Defendant KIHAGI came with the contractor and architect again, and again wanted to discuss "our plans to move out" and money. I made my third request to

fix the front door bell and put our house numbers back up on the front door. I also informed her that her workers had taken my black garbage can.

29. On February 14, 2014, I received another 24 hour notice in my mail slot, stating that Defendant KIHAGI would be coming through again with her contractor and architect on February 18 and February 19, 2014.

30. On February 18, 2014, Defendant KIHAGI called at 1:00 p.m. to cancel her noticed visits. I made my fourth verbal request for her to fix our doorbell and put our house numbers back up on the front door. We had been without a door bell since September 2013, and without house numbers since January 2014. Later, Defendant KIHAGI called wanting again to "discuss our plans for moving out" and money. She also wanted a copy of our September 2013 rent check which she had "voided" and she wanted a replacement check for September 2013. I told her I did not want to talk about it, and Defendant KIHAGI became irate, and hung up on me.

31. On February 24, 2014, late in the evening, Defendant KIHAGI dropped off another, undated 24-hour notice wanting to come again with the contractor and architect the next day (February 25) at 10:00 a.m., which was far short of 24-hours' notice, and the day after that, February 26, 2014. When two architects came at 10:45 a.m. the next day, I told them that the owner had not given us 24 hours' notice, so they left. Defendant KIHAGI and her contractor came by at 11:45 a.m., and knocked on my front door. She kept knocking on the door, and then tried opening the door with her keys. The contractor began calling out, "Hello! Contractor!" When I opened the door, Defendant KIHAGI stated that they were there to take measurements. I told her they could not come in because they had not given us 24 hours' notice. Defendant KIHAGI lied and said she had given me 24 hours' notice. I told her she was wrong. I told them that my mother was not feeling well, and I needed to call her doctor. Defendant KIHAGI told me that she would complain about me being "difficult." As it turned out, my mother needed to go the emergency room at Kaiser because of chest pains, which was worrisome to all of us, including doctors, given her history of heart problems. A true and correct copy of the undated 24-Hour Notice is attached hereto as **Exhibit G,** and incorporated herein by reference.

32. On February 26, 2014, Defendant KIHAGI came again and knocked on my door at about 10:00 a.m. While the two architects from the day before parked their car, Defendant KIHAGI stated that she wanted to come in. I told her she could not. I told her to ask her lawyer. My lawyer had called KIHAGI's lawyer and told her that my mother had been in the emergency room with chest pains due to stress, and that she needed to rest. Defendant KIHAGI was irate, and was calling her lawyer as she left.

33. Later that same day, around 5:30 p.m., Defendant KIHAGI returned with one of her workers. She handed me a Three Day Notice to Quit or Cure, which was wrongly dated March 26, 2014. She told me that she would be back the next day with her architects, and that I must let them in or she would "get the sheriff and lock my house up." I told her that if my mother felt better she could come in, but if not, she could not come in. She said I would be "out in three days" if I did not let her in. She never asked how my mother was feeling. A true and correct copy of the mis-dated Three Day Notice is attached hereto as **Exhibit H,** and incorporated herein by reference.

34. On February 27, 2014, Defendant KIHAGI returned with the same two architects. I let them in, and Defendant KIHAGI started telling them what she wanted done. Again, she never asked how my mother was doing, although one of the architects did.

35. In late March or early April 2014, Defendants served us with a 60-Day Notice of Termination of Tenancy. The Notice explained that Defendants had applied for a permit to demolish 1020 Filbert, falsely claiming that our 2-unit building was actually a single-family home, and that our unit was an illegal unit. Based on the false representations, DBI approved the permit. The 60-Day Notice was filed with the San Francisco Residential Rent Stabilization and Arbitration Board ("Rent Board"). A true and correct copy of the 60 Day Notice of Termination of Tenancy is attached hereto as **Exhibit I,** and incorporated herein by reference.

36. We were shocked that Defendants would represent that 1020 Filbert was an illegal unit, as it is a full flat on the ground level of a Palladian-style two flat building and our family has lived there since 1971. The building since its construction in or about 1912 has always had two, nearly identical flats, each with its own original entryway. The building has always had two addresses (until Defendants removed our house numbers). There is a full basement below the two

flats as well as storage rooms. At the time of construction the water was hooked up for two units and that has been the case ever since. The complex has also had separate gas and electric meters for each of the seven units. Finally, when the Filbert property was being marketed, it was listed as a complex containing seven apartment units: "Built in 1912 this seven unit Russian Hill property consists of a five unit building and a two unit building on a corner lot." True and correct copies of the relevant pages of the Hill & Co. listing notice are attached hereto as **Exhibit J,** and incorporated herein by reference.

37. On March 20, 2014, on information and belief, the San Francisco Department of Building Inspection ("DBI") issued Defendants a permit to demolish our home, based on Defendants' false representation that our unit was an illegal unit. A true and correct copy of the Building Permit Application/Permit, fraudulently obtained by falsely describing our home as an "illegal unit," is contained within Exhibit I, and incorporated herein by reference.

38. Our attorney filed an appeal of the issuance of the permit, which showed beyond doubt that our home is a legal unit. On information and belief, Defendants' demolition permit was suspended by the Board of Permit Appeals in May 2014. A true and correct copy of our Appeal to the Board of Appeals is attached hereto as **Exhibit K**, and incorporated herein by reference.

39. On March 29, 2014, my husband Sergio returned home from Costco late in the afternoon, and after parking his truck, he encountered a man he had seen with Defendant KIHAGI before. The man muttered to my husband, "don't worry, you won't be here much longer."

40. On April 7, 2014, Defendants were performing extensive remodeling work without electrical or plumbing permits. We complained to DBI, which resulted in Notices of Violation being issued.

41. On April 21, 2014, I sent a letter to Defendants making a written demand that they finally fix our inoperable doorbell. A true and correct copy of the April 21, 2014 letter is attached hereto as **Exhibit L**, and incorporated herein by reference.

42. On April 26, 2014, I sent a letter to Defendants informing them that our kitchen sink was clogged, and that there was a leak in the pipe beneath the sink, and requesting service. A true

and correct copy of the April 26, 2014 letter is attached hereto as **Exhibit M,** and incorporated herein by reference.

43. On May 2, 2014, I sent a letter to Defendants informing them that our stove was inoperable, and requesting service. A true and correct copy of the May 2, 2014 letter is attached hereto as **Exhibit N,** and incorporated herein by reference.

44. In early May 2014, we made a complaint to DBI's housing division, who on May 5, 2014, inspected and issued a Notice of Violation citing Housing Code violations, including the clogged sink, the stove/oven, and the doorbell. On June 6, 2014, the inspector returned for reinspection, and ordered additional work be done. On June 17, 2014, the housing inspector returned and found that issues were still outstanding and unresolved. On July 22, 2014, the housing inspector issued a Final Warning letter to Defendants. On July 31, 2014, the housing inspector returned, and repairs were still not completed. Repairs were not completed until August 5, 2014. A true and correct copy of the May 5, 2014 Notice of Violation is attached hereto as **Exhibit O,** and incorporated herein by reference.

45. On May 13, 2014, I sent a letter to Defendants informing them that on May 3, 2014, their workers had installed a new door that leads to the backyard, that a new lock had been installed on the new door, and that we had not been provided a key. A true and correct copy of the May 13, 2014 letter is attached hereto as **Exhibit P,** and incorporated herein by reference.

46. On June 2, 2014, Defendants posted another 24-Hour Notice of Intent to Enter Premises stating that they would enter the premises on June 3 and June 4 between 10 a.m. and 3:30 p.m. A true and correct copy of the June 2, 2014 Notice is attached hereto as **Exhibit Q,** and incorporated herein by reference.

47. On June 28, 2014, Defendants served us with a Three Day Notice to Cure or Quit, falsely claiming that we were creating a nuisance. A true and correct copy of the Three Day Notice is attached hereto as **Exhibit R,** and incorporated herein by reference.

48. It is my understanding that prior to the hearing on the appeal our attorney filed with the Board of Permit Appeals, Defendants attempted to cancel or withdraw the permit. It is my further understanding that DBI refused to do so because Defendants were refusing DBI entry to

inspect the building to determine what, if any, work she had already performed. It is my understanding that Defendant's refusal to allow inspections prompted DBI to refuse Defendants' request to cancel withdraw her permit to demolish our unit.

49. Notwithstanding the fact that Defendants' permits were suspended, and the fact that DBI had ordered them to stop all work, Defendants continued performing massive renovation and construction in Unit 1022. We continued to alert DBI, which, according to DBI's complaint tracking website, still has several open complaint cases for illegal work without required permits.

50. On July 14, 2014, a hearing was held by the Board of Permit Appeals at City Hall. In the hallway outside the hearing, Defendant KIHAGI served me with an Unlawful Detainer based upon the Three Day Notice to Quit or Cure falsely alleging that my family was a nuisance. The lawsuit named me, my mother, and my husband as defendants.

51. On December 3, 2014, late in the night, after midnight, Defendants posted another 24-Hour Notice of Intent to Enter Premises the next day at noon, well short of the required 24 hours. A true and correct copy of the 24-Hour Notice of Intent to Enter Premises dated December 3, 2014 is attached hereto as **Exhibit S,** and incorporated herein by reference.

52. By December 2014, my mother's health condition was terrible. She could not walk, and we had to carry her from room to room. The paratransit service was very difficult for her, as she had trouble getting in and out, so she just refused to leave the house. When people would come over, my mother. a proud woman, would not want to be seen in her nightgown. That meant that I would need significant lead time to prepare my mother to greet visitors. This was a big undertaking, and thus, the 24 hours' notice was necessary for us. At my attorney's suggestion, I posted a notice on the front door for Defendants telling them to call our attorney.

53. On December 4, 2014, Defendant KIHAGI showed up. Defendant KIHAGI then attempted to gain access to our home while I was on the other side of the door, telling her that she cannot enter. Defendant KIHAGI stated, "wanna make a bet?" Defendant KIHAGI then told the worker with her to go get the drill from the garage, so they could drill out the lock. I told Defendant KIHAGI that I would call the police, which I did. By the time the police arrived, Defendant KIHAGI and her worker were gone. My mother witnessed all of this drama, and was severely

distressed by it. Following this incident she refused to leave the house for fear that Defendants would enter into our home. I could not leave my mother alone, even for short periods while I did laundry across the street. So when I would go out to do errands, I would pay a lady to stay with my mother to make her feel more at ease. She felt scared of Defendants until the day she died.

54. On June 16, 2015, my mother was hospitalized for pain. She died on July 19, 2015.

55. The unlawful detainer lawsuit against us proceeded to a jury trial in mid-August 2015. After two weeks of testimony offered by 13-14 witnesses, the jury found for me and my family, and against Defendants. Whatever relief we felt at the jury's verdict was tempered by the fact that my mother died while this frivolous lawsuit was pending. The relief was also short-lived because Defendants immediately filed a Notice of Appeal.

56. Since Defendants bought the Filbert property, they have made our lives miserable in an effort to make us leave. They have harassed us, intimidated us, invaded our privacy, retaliated against us, refused to cash our rent checks, interfered with our daily lives, falsely accused us of domestic violence, falsely accused us of committing a nuisance, unilaterally imposed new house rules, threatened to drill out our door locks to make entry, performed illegal construction, falsely claimed our unit was illegal, removed our house numbers, and threatened to demolish our home. This harassment has been awful for my family. I have had trouble sleeping, and have suffered anxiety. I had to watch my mother literally spend the last year of her life being afraid, stressed out, and literally sick with worry, all because Defendants wanted us out so they could raise the rent.

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

DATED: 11/30/2015

Maria Maranghi
MARIA MARANGHI
Current tenant of 1020 Filbert St

PROOF OF SERVICE

I, MORRIS ALLEN, declare as follows:

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

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

DECLARATION OF MARIA MARANGHI IN SUPPORT OF PRELIMINARY INJUNCTION WITH EXHIBITS A THROUGH S

on the following persons at the locations specified:

Aleksandr A. Volkov, Esq.
211 Gough Street, Suite 116
San Francisco, CA 94102
E-mail: alex@volf.com
VIA PERSONAL DELIVERY AND ELECTRONIC SERVICE

Julie N. Nong, Esq.
NT Law
2600 W. Olive Avenue, Fifth Floor #647
Burbank, CA 91505
E-mail: julienong@ntlawgroup.com
VIA ELECTRONIC SERVICE

in the manner indicated below:

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

☐ **BY OVERNIGHT DELIVERY**: I sealed true and correct copies of the above documents in addressed 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

Exhibit	Description
A	Letter to Tenants dated August 15, 2013, re 1000-1022 Filbert Street Under New Ownership
B	Relocation Payments for Evictions Under the Ellis Act from the Residential Rent Stabilization and Arbitration Board
C	24-Hour Notice of Intent to Enter Premises to Martha Bini, 1020 Filbert Street, dated 1/24/14
D	Letter to Xelan Properties I, LLC, from Maria Maranghi and Martha Bini dated March 25, 2014, and copies of checks
E	Notice of Owner's Application For Permit to Demolish Residential Dwelling Unit to Maria Bini re 1020 Filbert Street, San Francisco, California 94133, from Karen Y. Uchiyama, Esq, dated February 6, 2014
F	24-Hour Notice to Intent to Enter Premises to Maria Bini and Martha Bini, 1020 Filbert Street, dated 2/11/2014
G	24-Hour Notice of Intent to Enter Premises to Maria Bini and Martha Bini, 1020 Filbert Street, on 2/25 and 2/26, 2014 [not dated]
H	Three Day Notice to Cure or Quit to Martha Bini and Maria Bini, 1020 Filbert Street, San Francisco, California 94133, from Anna Kihagi, dated March 26, 2014
I	Sixty Day Notice of Termination of Tenancy to Maria Bini, Martha Bini, 1020 Filbert Street, from Karen Y. Uchiyama, Esq, dated March 27, 2014, received by Rent Board on Apr 9, 2014
J	Income Property 1000-1022 Filbert Street, San Francisco, CA, 7 Apartment Units, Hill & Co. Real Estate, advertisements
K	Notice of Appeal, Board of Appeals, City & County of San Francisco, Appeal No. 14-098, Maria Maranghi v. Department of Building Inspection, for Hearing on July 16, 2014, and supporting documents
L	Letter to Xelan Properties I, LLC, from Maria Maranghi and Martha Bini, dated April 21, 2014, not signed
M	Letter to Xelan Properties I, LLC, from Maria Maranghi and Martha Bini dated April 26, 2014
N	Letter to Xelan Properties I, LLC, from Maria Maranghi and Martha Bini dated May 2, 2014
O	Notice of Violation to Xelan Prop 1 LLC, re 1020 Filbert St, dated May 5, 2014
P	Letter to Xelan Properties 1, LLC, from Maria Maranghi and Martha Bini dated May 13, 2014

Q 24-Hour Notice of Intent to Enter Premises to All Occupants, 1020-22 Filbert Street, Unit 1020, dated 06/02/2014

R Three Day Notice to Cure or Quit to Maria Maranghi, Sergio Maranghi, Martha Bini, 1020 Filbert Street, from Karen Y. Uchiyama, Esq, dated June 28, 2014

S 24-Hour Notice ot Intent to Enter Premises to Tenants, 1020 Filbert, Unit 1020, dated 12/3/14

EXHIBIT A

August 15, 2013

Re: 1000-1022 Filbert Street Under New Ownership

Dear Tenants,

This is to inform you that the property in which you reside is under new ownership. The new owners, Xelan Properties, will be taking over the management of the building. All future rent checks should be sent to:

584 Castro Street, #199
San Francisco Ca 94114

Checks should be made out to : Xelan Prop 1, LLC

For any maintenance issues, please call the property manager, Anna Swain, at 323-244-9178.

Thanks for your cooperation.

EXHIBIT B

City and County of San Francisco

Residential Rent Stabilization and Arbitration Board

Relocation Payments for Evictions Under the Ellis Act*

Date of Service of Notice to Terminate Tenancy ("Eviction Notice")	Relocation Amount Due Per Tenant	Maximum Relocation Amount Due Per Unit	PLUS Additional Amount Due for Each Elderly (62 years or older) or Disabled Tenant
3/01/09 – 2/28/10	$4,945.46	$14,836.35	$3,296.96
3/01/10 – 2/28/11	$5,105.20	$15,315.56	$3,403.45
3/01/11 – 2/29/12	$5,105.20	$15,315.56	$3,403.45
3/01/12 – 2/28/13	$5,157.27	$15,471.78	$3,438.17
3/01/13 – 2/28/14	$5,210.91	$15,632.69	$3,473.93
3/01/14 – 2/28/15	$5,265.10	$15,795.27	$3,510.06

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

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 to Terminate 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)
3/01/09 – 2/28/10	$4,941.00	$14,825.00	$3,295.00
3/01/10 – 2/28/11	$5,101.00	$15,304.00	$3,401.00
3/01/11 – 2/29/12	$5,101.00	$15,304.00	$3,401.00
3/01/12 – 2/28/13	$5,153.00	$15,460.00	$3,436.00
3/01/13 – 2/28/14	$5,207.00	$15,621.00	$3,472.00
3/01/14 – 2/28/15	$5,261.00	$15,783.00	$3,508.00

**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.]*

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

www.sfrb.org

Phone 415.252.4602
FAX 415.252.4699

EXHIBIT C

24-HOUR NOTICE OF INTENT TO ENTER PREMISES

To: Martha Bini

Address: 1020 Filbert Street Unit #_____

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) Wed, Thu 1/29 and 1/30; Feb 2/5 and 2/6 from 11am-2pm, 2014, 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:
To Exhibit Premises to Engineer and Contractor; We anticipate multiple visits to complete drawings and review structural drawings. Should we finish before the dates noticed, we will call you.

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

Owner/Agent: Xelan Prop 1, LLC

Date: 1/24/2014 Phone: 323-244-9178

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

EXHIBIT D

Maria Maranghi & Martha Bini
1020 Filbert Street
San Francisco, CA 94133

March 25, 2014

Xelan Properties I, LLC
Anna Swain: Property Manager
584 Castro Street PO Box 199
San Francisco, CA 94114

Anna Swain, Property Manager

I am writing this letter to you regarding our first rent check dated September 12, 2013 for the amount of $507.31 check #317 from Maranghi / Bini tenants at 1020 Filbert Street. You came to my house on February 6, 2014 and handed me this check in person which you voided. I asked you why was this check voided. There was no reason for you to void this check as there was sufficient funds available. You answered that you knew there was sufficient funds in the account but said the check didn't go through and that's why you voided the check.

My branch Manager reviewed my account, check #317 and confirmed that the check was never processed through your bank and that there has been sufficient funds in the account as to this date. There was no attempt to cash this rent check at any bank. I don't know what your intention was other than to harass me and my family.

Enclosed is a copy of check 317 front and back confirming that it wasn't processed and for your records. Also, enclosed is a replacement rent check #326, dated March 25, 2014 for the amount of $507.31 for September 15, 2013 rent.

Thank you.

Sincerely,

Maria Maranghi

Maria Maranghi Joint Tenant at 1020 Filbert Street

Martha Bini

Martha Bini Joint Tenant at 1020 Filbert Street

MARTHA H BINI
OR MARIA V MARANGHI
1020 FILBERT STREET
SAN FRANCISCO, CA 94133

317
11-35/1210
268

Sept. 12 2013
Date

Pay to the Order of Xelan Properties $ 507.31

Five hundred seven dollars & 31/100 Dollars

Bank of America

VALUED Customer Since 2006

ACH R/T 121000358

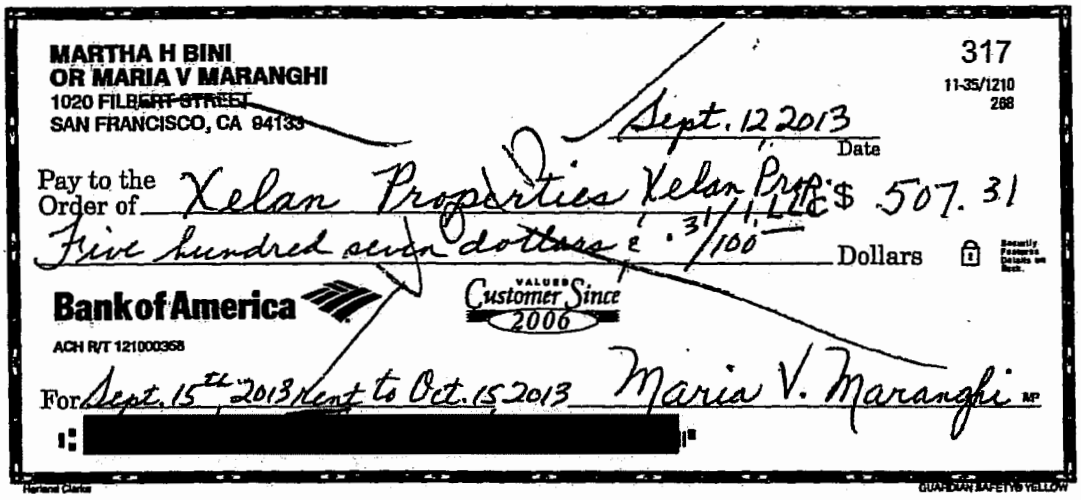
For Sept. 15th, 2013 rent to Oct. 15 2013 Maria V. Maranghi MP

[redacted]

Sept. 12, 2013

This is our rent for the month of Sept. 15th thru Oct 15th, 2013 for the tenants at 1020 Filbert St. in San Francisco Calif. We are Maria Maranghi, Martha Bini, Sergio Maranghi and Martino Maranghi.

Thank you



MARTHA H BINI
OR MARIA V MARANGHI
1020 FILBERT STREET
SAN FRANCISCO, CA 94133

317
11-35/1210
268

Sept. 12 2013
Date

Pay to the Order of Xelan Properties Xelan Prop. LLC $ 507.31

Five hundred seven dollars & 31/100 Dollars

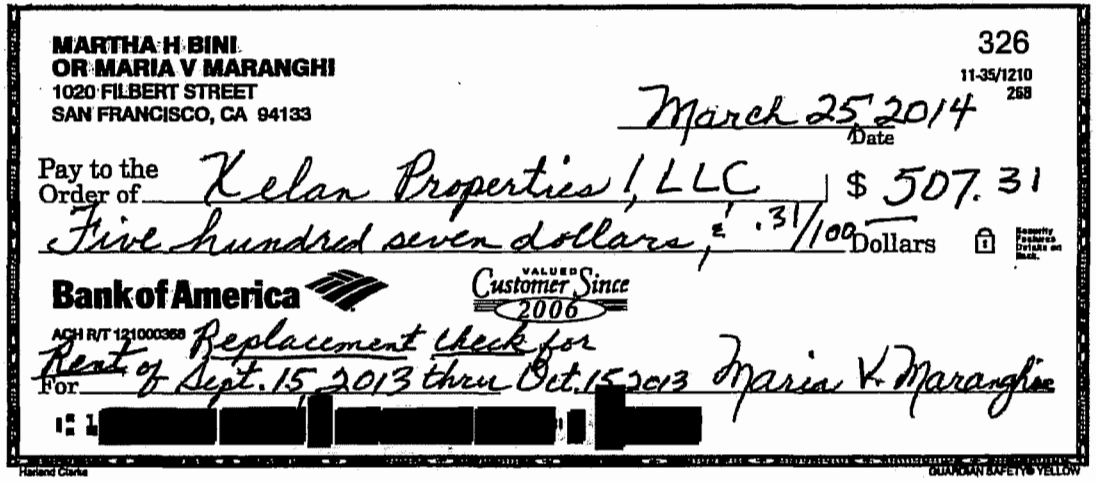
Bank of America

Customer Since 2006

ACH R/T 121000358

For Sept. 15th 2013 Rent to Oct. 15 2013 Maria V. Maranghi MP

⑆ [redacted] ⑈



MARTHA H BINI
OR MARIA V MARANGHI
1020 FILBERT STREET
SAN FRANCISCO, CA 94133

326
11-35/1210
259

March 25 2014
Date

Pay to the Order of Kelan Properties I, LLC $ 507.31

Five hundred seven dollars, ¢ .31/100 Dollars

Bank of America

VALUED Customer Since 2006

ACH R/T 121000358

Replacement check for Rent of Sept. 15 2013 thru Oct. 15 2013 Maria V. Maranghi

For

⑈ 1 [redacted]

Harland Clarke

GUARDIAN SAFETY® YELLOW

EXHIBIT E

NOTICE OF OWNER'S APPLICATION FOR PERMIT TO DEMOLISH RESIDENTIAL DWELLING UNIT
[Civil Code Section 1940.6]

To: MARIA BINI, MARTHA BINI, and All Occupants in Possession
Address: 1020 Filbert Street, San Francisco, California 94133.

PLEASE TAKE NOTICE that Xelan Prop 1, LLC, the owner of the residential property known as 1020 - 1022 Filbert Street, San Francisco, California 94133, will be applying to the San Francisco Department of Building Inspection for necessary permits to demolish the unwarranted residential dwelling unit known as 1020 Filbert Street, San Francisco, California 94133 and legalize it by converting it back to its original legal use as a single family dwelling.

The Department of Building Inspection is located at 1660 Mission Street, San Francisco, CA 94103, (415) 558-6088.

The approximate date on which the owner will terminate your tenancy is **April 30, 2014;**

The earliest possible approximate date on which the owner expects the demolition work to occur is **May 1, 2014.**

This is not an eviction notice. You will be properly served with a written Sixty Day Notice of Termination of Tenancy [per SFRO Section 37.9(a)(10)] and copies of the applicable building permits; and you will receive statutory relocation expense payments.

Advice regarding this Notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board located at 25 Van Ness Avenue, Room 320, San Francisco, California 94102, (415) 252-4600.

If you have any questions, please notify the undersigned at 1441 Baker Street, San Francisco, CA 94115, (415) 563-9300; Karen@uchlegal.com.

Date: February 6, 2014

By _____
KAREN Y. UCHIYAMA, ESQ.
Authorized Representative for Owner
XELAN PROP 1, LLC

EXHIBIT F

24-HOUR NOTICE OF INTENT TO ENTER PREMISES

To: Martha Bini & Maria Bini

Address: 1020 Filbert Street Unit #_____

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) Thursday 2/13 from 3 to 5pm; Tues 2/18 11 to 2pm, 2014, 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:
Provide Access to Architect and Contractor

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

Owner/Agent: Xelan Prop 1, LLC

Date: 02/11/2014 Phone: 323-244-9178

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

EXHIBIT G

24-HOUR NOTICE OF INTENT TO ENTER PREMISES

To: Maria Bini & Martha Bini

Address: 1020 Filbert Street Unit #_____

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) February 25th+26th between 10am-2pm 2014, 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:
Provide access to Contractor / Architect

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

Owner/Agent: Xelan Prop 1, LLC

Date: _____ Phone: 323-244-9178

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

EXHIBIT H

THREE DAY NOTICE TO CURE OR QUIT

TO MARTHA BINI & MARIA BINI, AND ALL OCCUPANTS in possession of the real property commonly known as 1020 Filbert Street, San Francisco, California 94133 ("The Premises").

PLEASE TAKE NOTICE that you have violated the following provision of the San Francisco Residential Rent Stabilization & Arbitration Ordinance Section 37.9 that states (a) A Landlord shall not endeavor to recover rental unit unless: (2) The tenant has violated a lawful obligation or covenants of tenancy other than the obligation to surrender possession under proper notice and failure to cure such violation after having written notice thereof from the Landlord....(6) The Tenant has, after written notice to cease, refused the landlord access to the rental unit as required by state or local law.

YOU HAVE VIOLATED AND CONTINUE TO VIOLATE the foregoing ordinance and have breached the above covenants of your tenancy 1) by denying access to the Owner after having received previous advance notice of his right to access the Premises with scheduled architect and contractor intending to take measurements for architectural drawings to submit for permit.

PLEASE TAKE FUTHER NOTICE that if the foregoing curable violations of the San Francisco Residential Rent Stabilization and Arbitration Ordinance and breaches of covenants of tenancy are not cured within THREE DAYS after service of this notice upon you, you must vacate the Premises and deliver up possession of the Premises to the Owner. Your failure either to cure the breaches of such lawful obligations, or to vacate the Premises within designated THREE-DAY Period may result in legal action being taken against you or (1) declare forfeiture of your Rental Agreement, (2) recover possession of the Premises, (3) cost of suit, and (4) recover damage for each day you occupy the Premises after the periods covered by this Notice.

This notice is being served upon you in accordance with the provisions of the San Francisco Rent Stabilization & Arbitration Ordinance, and grounds for this Notices are set forth therein in that the above matter is in violation of Section 37.9(a)(2) and 37.9(a)(6). Advice regarding this Notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board located at 25 Van Ness Avenue, Room 320, San Francisco, California 94102, (415)252-4600.

Dated: March 26, 2014

Anna Kihagi
Authorized Agent for Owner
Xelan Prop 1, LLC

EXHIBIT I

SIXTY DAY NOTICE OF TERMINATION OF TENANCY
(San Francisco Administrative Code Section 37.9(a)(10)

TO: MARIA BINI, MARTHA BINI, and All Occupants in Possession of the real property located at 1020 Filbert Street, San Francisco, California 94133 (hereafter, "Subject Property"), one of two unwarranted units composing the single family house identified as 1020-1022 Filbert Street, San Francisco, CA 94133 (hereafter, "the Single Family House").

PLEASE TAKE NOTICE THAT YOU ARE HEREBY required within sixty (60) days of the service upon you of this notice to vacate from and deliver possession of the Subject Property to XELAN PROP 1, LLC, the owner of the Single Family House identified as 1020-1022 Filbert Street, San Francisco, California 94133 ("Owner"), which is authorized to take permanent possession of the Subject Property by virtue of its plans to demolish and permanently remove the unwarranted separate residential unit from its existing separate housing use in order to legalize it and transform the structure back into the Single Family House as it was originally and legally built.

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

YOUR MONTHLY RENT OF $507.31 shall be regularly due and payable to the Owner, up to and including the date of the termination of your tenancy.

XELAN PROP 1, LLC is in compliance with state law and served proper written notice to Tenants MARIA BINI, MARTHA BINI and All Occupants in Possession per Civil Code Section 1940.6 of its application for a permit to demolish the Subject Property on or after May 1, 2014. XELAN PROP 1, LLC and this Notice are in compliance with San Francisco Administrative Code Chapter 37.9(a), Subsection (10), in that: XELAN PROP 1, LLC seeks in good faith, without ulterior reasons, and with honest intent, to demolish and otherwise permanently remove the Subject Property from its existing, separate housing use in order to legalize the Subject Property and transform the two unwarranted rental units back into a Single Family House as it was originally built. XELAN PROP 1, LLC has obtained all the necessary permits to remove the unwarranted units before the date upon which this Sixty Day Notice of Termination of Tenancy is given and gave written notice to the Tenants of its application for permits to demolish the residential dwelling unit under Civil Code §1940.6 on February 6, 2014.

The following is the actual text of the amended Section 37.9(a)(10) of the Rent Ordinance explaining your rights regarding relocation expenses:

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

(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

m140723

obtained all 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 the 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...

The voters approved Proposition H on November 7, 2006, effective December 22, 2006, which requires landlord to pay relocation payments for "no fault" evictions such as an eviction under Section 37.9(a)(10) of the San Francisco Rent Ordinance.

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

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

(a) Definitions.

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

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

(e) Relocation expenses shall be:

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

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Sections 12955.3 and 12926 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of $3,000.00, $1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the additional relocation payment along with supporting evidence, and $1,500.00 of which shall be paid when the Eligible Tenant vacates the unit. If you claim the

additional $3,000.00, please notify the Owner with supporting evidence of your eligibility for the additional payment. Within 30 days after notification to the Owner of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the Owner will give written notice to the Rent Board of your claim for additional relocation assistance and whether or not the Owner disputes the claim, without invalidating this Notice.

Since March 1, 2007, these relocation expenses have been increased annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that date is made available by the United States Department of Labor and published by the Rent Board.

Effective March 1, 2014, relocation payments were increased to the following amounts: $5,261.00 per Eligible Tenant with a cap of $15,783.00 per rental unit, with an additional $3,508.00 for each elderly (60 years or older) or disabled (per California Governmental Code Section 12955.3) tenant or each household with at least one child under the age of 18 years old.

Please be advised that the tenants in occupancy of the Subject Property are entitled to the following relocation payments:

Martha Bini	$5,261.00
Over age of 60	$3,508.00
	$8,769.00
Maria Bini	$5,261.00
Over age of 60	$3,508.00
	$8,769.00
Maria Bini's spouse*	$5,261.00
Over age of 60	$3,508.00
	$8,769.00

*Full name unknown to Xelan Prop 1, LLC.

Each Eligible Tenant will receive one-half of their relocation payment ($4,384.50 each) along with the service of this 60 Day Notice of Termination of Tenancy. The other half will be paid when the Eligible Tenant vacates. *Section 37.9C of the San Francisco Rent Ordinance, and the most recent Relocation Payments schedule for no cause evictions under* ***Sections*** *37.9(a)(8), (10), (11), and (12) are attached hereto collectively as Exhibits "A" and "B," and incorporated herein by reference.*

The building plans, specifications and permits (and any renewals thereof) for the demolition and permanent removal of the rental unit from its existing form and condition are on file with the Central Permit Bureau of the Department of Building Inspection located at 1660 Mission Street, and that arrangements for reviewing such plans and permits can be made with the Central Permit Bureau to review such applications, plans or permits. *Copies of all necessary permits are attached collectively hereto as Exhibit "C."*

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

Date: March 27, 2014

Karen Y. Uchiyama

KAREN Y. UCHIYAMA, ESQ.
Authorized Representative for Owner
XELAN PROP 1, LLC
(415) 563-9300

cc: San Francisco Rent Stabilization and Arbitration Board,

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

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

(a) Definitions.

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

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

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

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

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

(e) Relocation expenses shall be:

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

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

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

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

Exhibit "A"

City and County of San Francisco

Residential Rent Stabilization and Arbitration Board

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

Date of Service of Notice of Termination of Tenancy ("Eviction Notice")	Relocation Amount Due Per Tenant	Maximum Relocation Amount Due Per Unit	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
3/01/13 – 2/28/14	$5,207.00	$15,621.00	$3,472.00
3/01/14 – 2/28/15	$5,261.00	$15,783.00	$3,508.00

**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
3/01/13 – 2/28/14	$5,207.00	$15,621.00	$3,472.00
3/01/14 – 2/28/15	$5,261.00	$15,783.00	$3,508.00

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

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

送達迫遷通知的日期	每位房客應得的搬遷費金額	每個單位應得的最高搬遷費金額	外加 每位老年（60歲或以上）或殘障房客或每戶有未成年兒童的家庭應得的額外金額
3/01/13 – 2/28/14	$5,207.00	$15,621.00	$3,472.00
3/01/14 – 2/28/15	$5,261.00	$15,783.00	$3,508.00

**請參閱《租賃條例》第 37.9C 節中有關依照第 37.9(a)(8) 節（業主/親屬入住）、第 37.9(a)(10) 節（拆除/出租單位永遠不再做為居住房屋使用）、第 37.9(a)(11) 節（臨時資本設備改良工程）及第 37.9(a)(12) 節（大規模裝修）迫遷的額外搬遷費要求。[然而從 2013年1月1日開始生效，因主要修繕的臨時逐出少於20天受租務條例37. 9(a) (11) 條的制約. 此類搬家費用金額由加州民事訟法1947. 9條規管制而不是租務條例 37. 9C條制約.]*

579 Relocation Payments-37.9C 1/16/14

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

www.sfrb.org

Phone 415.252.4602
FAX 415.252.4699

Exhibit "B"

City and County of San Francisco

DEPARTMENT OF BUILDING INSPECTION

JOB CARD

OFFICE HOURS: THE BUILDING INSPECTION IS OPEN DAILY, MONDAY THRU FRIDAY, *FROM 8:00 a.m. TO 5:00 p.m.* DISTRICT BUILDING INSPECTORS KEEP OFFICE HOURS DAILY, MONDAY THRU FRIDAY, *FROM 8:00 a.m. TO 8:30 a.m. AND FROM 3:00 p.m. TO 4:00 p.m.*

REQUESTS FOR INSPECTIONS ARE TAKEN 24 HOURS A DAY/7 DAYS A WEEK BY CALLING (415) 575-6955

APPLICATION NO. 2014-03-20-1296 ISSUED 3/20/14

JOB ADDRESS: 1020 Filbert St. BLOCK: _____ LOT: _____

NATURE OF WORK: _____

WORK PERMITTED UNDER AUTHORITY OF THIS BUILDING PERMIT NUMBER MUST BE COMPLETED PRIOR TO EXPIRATION DATE OF 3/15/15.

EXTENSION OF TIME TO COMPLETE WORK UNDER THIS BUILDING PERMIT NUMBER MAY BE GRANTED UPON WRITTEN REQUEST PRIOR TO THE DATES NOTED ABOVE.

For informations on the Permit Process, Building Plans Review, Access Issues, etc., please see page 4 of this JOB CARD for useful and appropriate telephone numbers.

**** ELECTRICAL & PLUMBING WORK MUST HAVE PERMITS SEPARATE FROM A BUILDING PERMIT. ****

KEEP THIS CARD POSTED IN A CONSPICUOUS PLACE ON THE JOB SITE AT ALL TIMES.
PLANS AND PERMIT DOCUMENTS SHALL BE ON THE JOB SITE AT ALL TIMES WHEN WORK IS IN PROGRESS.
AFTER COMPLETION OF WORK, RETAIN THIS CARD FOR YOUR RECORDS.

APPROVED
Dept. of Building Insp.
MAR 20 2014
Tom C. Hui
TOM C. HUI, S.E.
DIRECTOR
DEPT. OF BUILDING INSPECTION

APPROVED FOR ISSUANCE

BLDG. FORM 3/8

APPLICATION NUMBER 201403202924

OSHA APPROVAL REQ'D ☐
APPROVAL NUMBER

APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS

FORM 3 ☐ OTHER AGENCIES REVIEW REQUIRED
FORM 8 ☑ OVER-THE-COUNTER ISSUANCE
2 NUMBER OF PLAN SETS

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HEREWITH AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH.

▼ DO NOT WRITE ABOVE THIS LINE ▼

DATE FILED	FILING FEE RECEIPT NO.	(1) STREET ADDRESS OF JOB	BLOCK & LOT
3/20/14		1020 Filbert St	0093/010
PERMIT NO.	**ISSUED**	**(2A) ESTIMATED COST OF JOB**	**(2B) REVISED COST**
1319820	3/20/14	$5,000 DCP FEE	BY: T.H. $15K DATE: 3/20/14

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR.	(5A) NO. OF STORIES OF OCCUPANCY:	(6A) NO. OF BASEMENTS AND CELLARS:	(7A) PRESENT USE:	(8A) OCCUP. CLASS	(9A) NO. OF DWELLING UNITS:
V	2	0	Single Fam. Hy	R3	1

DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(4) TYPE OF CONSTR.	(5) NO. OF STORIES OF OCCUPANCY:	(6) NO. OF BASEMENTS AND CELLARS:	(7) PROPOSED USE (LEGAL USE)	(8) OCCUP. CLASS	(9) NO. OF DWELLING UNITS:
V	2	0	Single Fam. Hy	R3	1

(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED?	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION?	(12) ELECTRICAL WORK TO BE PERFORMED?	(13) PLUMBING WORK TO BE PERFORMED?
YES ☐ NO ☑	YES ☐ NO ☑	YES ☑ NO ☐	YES ☑ NO ☐

(14) GENERAL CONTRACTOR	ADDRESS	ZIP	PHONE	CALIF. LIC. NO.	EXPIRATION DATE
Tom Can Construction	1108 Treat Ave S.F		415740-7918	#548615	Nov 13

(15) OWNER - LESSEE (CROSS OUT ONE)	ADDRESS	ZIP	BTRC#	PHONE (FOR CONTACT BY DEPT.)
Xelan Prop 1, LLC	584 Castro St #169 S.F. CA			323-244-918

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)

Remove illegal unit and convert back to legal use as a single family home. Connect both Floors with new Stair Case Interior

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING?	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING?	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA
YES ☐ NO ☑		YES ☐ NO ☑	SQ. FT.

(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED?	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE?	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN)	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY?
YES ☐ NO ☑	YES ☐ NO ☑	YES ☐ NO ☐	YES ☐ NO ☑

(25) ARCHITECT OR ENGINEER (DESIGN ☐ CONSTRUCTION ☐)	ADDRESS	CALIF. CERTIFICATE NO.

(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN")	ADDRESS

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit

NOTICE TO APPLICANT

HOLD HARMLESS CLAUSE. The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless

The building plans, specifications and permits (and any renewals thereof) for the demolition and permanent removal of the rental unit from its existing form and condition are on file with the Central Permit Bureau of the Department of Building Inspection located at 1660 Mission Street, and that arrangements for reviewing such plans and permits can be made with the Central Permit Bureau to review such applications, plans or permits. *Copies of all necessary permits are attached collectively hereto as Exhibit "C."*

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

Date: March 27, 2014

KAREN Y. UCHIYAMA, ESQ.
Authorized Representative for Owner
XELAN PROP 1, LLC
(415) 563-9300

cc: San Francisco Rent Stabilization and Arbitration Board,

XELAN PROP 1 LLC

3415

90/7162

DATE 3/21/14

PAY TO THE ORDER OF MARTHA BINI $ 4,385 00

FOUR THOUSAND THREE HUNDRED EIGHTY FIVE DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO 1/2 RELO FEE

[redacted]

XELAN PROP 1 LLC

3416

90/7162

DATE 3/21/14

PAY TO THE ORDER OF MARIA BINI $ 8,769 00

EIGHT THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO 2 PARTIES 762

[redacted]

PROOF OF SERVICE PURSUANT TO C.C.P. § 1162

At the time of service I was at least 18 years of age, and I served:

SIXTY DAY NOTICE OF TERMINATION OF TENANCY
[OWNER MOVE IN)

as follows:

TO OCCUPANTS: MARIA BINI, MARTHA BINI, and All Occupants in Possession
PREMISES: 1020 Filbert Street, San Francisco, California 94133

___ On March _____, 2014 at __:___ __.m, I personally delivered a copy of the above document(s) to each person listed below as follows:

___ MARIA BINI ___ MARTHA BINI

++

XX On March 27, 2014 at __:__ __.m., I posted a copy of the above document(s) in a conspicuous place on the premises because I could not find a person of suitable age or discretion at the premises, nor at any known place of residence or business of any person named in the notice.; and

OR

____ On _____, 2014 at __:__ __.m., I left a copy with _____, who is of suitable age and discretion, at the known place of residence or business of any person named in the notice., at the address stated below; and

X On March 27, 2014, I mailed a true and correct copy of the above document(s) in a separate envelope to each person listed below by first class mail, postage prepaid, from San Francisco, California, as follows:

Maria Bini,
Martha Bini, and
All Occupants in Possession
1020 Filbert Street
San Francisco, CA 94133

RECEIVED
2014 APR -9 PM 3:59
S.F. RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD

I am a registered California process server. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: March 27, 2014

Morris E. Phillips

Morris E. Phillips
Max Moto Couriers (SF #1223)
1045 Mission Street, #211
San Francisco, CA 94103
415-760-6261

EXHIBIT J

INCOME PROPERTY

1000-1022 Filbert Street

San Francisco, CA

7 Apartment Units

(1) One-Bedroom Unit
(5) Two-Bedroom Units
(1) Three-Bedroom Unit
Three-Car Parking and Private Courtyard

- 14 GRM – Outstanding Potential, Several View Units
- Two Detached Buildings on a Corner Lot
- Close Proximity to North Beach, The Embarcadero, Fort Mason, Downtown and Freeways
- Possible Potential for Lot Split (Buyers to Investigate)

Missy Wyant Smit
#2 Top Producer 2012
(415) 321-4315
msmit@hill-co.com
www.MissySmit.com
DRE License #01408017

Offered at $2,485,000

HILL & CO. REAL ESTATE

INCOME PROPERTY 1000-1022 Filbert St. San Francisco, CA

PROPERTY OVERVIEW

PROPERTY

Address:	1000-1022 Filbert Street San Francisco, CA 94133
Cross Street:	Jones Street
County:	San Francisco
APN:	0093-010
*Square Feet:	8006 Square Feet
*Lot Size:	3767 Square Feet
Year Built:	1912

*Square feet per tax records, not verified by seller or seller's agent

PROPERTY SUMMARY

Built in 1912, this 7 unit Russian Hill property consists of a 5 unit building and a 2 unit building on a corner lot (Filbert & Jones). There are two vacant units. Several units have outstanding VIEWS! The units have hardwood floors, abundance of natural light, character and are separately metered for gas and electricity. This property has been in the same family for 60+ years and has tremendous opportunity and superior long term growth.

Russian Hill is a residential neighborhood with pockets of charming restaurants and shops. Located on sunny Russian Hill, this property has spectacular views looking out over the Golden Gate Bridge, Alcatraz and the Bay Bridge. Lombard Street, the "World's Crookedest Street," winds through the area, and the Spanish-style San Francisco Art Institute with its distinctive bell tower is located down the hill towards North Beach.

(continued Page 3)

HILL & CO. REAL ESTATE

RENT ROLL & INCOME

Rent Roll: 1000-1022 Filbert Street as of 06/07/2013

Unit #	Split	Current Rent	Projected Rent	Increase	Comments
1000	2x1	$4,000.00*	$4,000.00		Vacant, Tenant Passed Away 04/2011
1002	2 x1	$ 611.10	$4,000.00	Yes	No lease
1004	2 x1	$4,500.00*	$4,500.00		Vacant
1006	2 x1	$1,547.35	$4,800.00	Yes	Tenant agreeable to buyout
1008	1 x1	$ 425.18	$3,000.00	7/1/2013	
1020	2 x1	$ 507.31	$5,000.00	Yes	No lease
1022	3 x1	$2,865.93	$6,000.00	Yes	Tenant agreeable to buyout 2 car garage
Garage 1	2 car	$ -	$500.00		Currently included in 1022 lease
Garage 2	1 car (small)	$350.00*	$350.00		Vacant
Total:		**$14,806.87**	**$32,150.00**		

Annual actual income plus projected income = $177,682.44

*Projected rents of $4,000 (unit 1000), $4500 (unit 1004) and $350 (garage) = $9,850

Income:

Gross projected annual income	**$177,682.44**
Expenses 2012:	
Real Estate Tax at 1.16191% & Licenses	$ 4,267.86
Management & Administrative	$ 6,700.58
Insurance	$ 6,001.83
PG&E	$ 160.04
Water	$ 2,963.73
Garbage	$ 1,283.08
Cleaning and Maintenance (3%)	$ 12,157.16
Operating Expenses	$ 1,711.49
Total:	**$ 35,245.77**
Net Operating Income:	**$142,436.67**

*Please note that the 2012 expenses exclude legal (ask agent for detail).

*Per comparable units in area.

*Expenses are estimated and actual may vary

HILL & CO. REAL ESTATE

EXHIBIT K

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
MARIA MARANGHI, Appellant(s)

vs.

DEPARTMENT OF BUILDING INSPECTION,
PLANNING DEPARTMENT APPROVAL Respondent

Appeal No. 14-098

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on May 19, 2014, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on March 20, 2014, to Xelan Prop 1 LLC, Alteration Permit (remove illegal unit and convert back to legal use as single family home; connect both floors with new stair case interior) at 1020 Filbert Street.

APPLICATION NO. 2014/03/20/1296

FOR HEARING ON July 16, 2014

Address of Appellant(s):	Address of Other Parties:
Maria Maranghi, Appellant c/o Nancy Conway, Attorney for Appellant 345 Franklin Street San Francisco, CA 94102	Xelan Prop 1 LLC, Permit Holder c/o Karen Uchiyama, Attorney for Permit Holder 1441 Baker Street San Francisco, CA 94115

BOARD OF APPEALS

Date Filed: MAY 19 2014

CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS

APPEAL # 14-098

PRELIMINARY STATEMENT OF APPEAL

I / We, **Maria Maranghi**, hereby appeal the following departmental action: **ISSUANCE** of **Alteration Permit** by the **Department of Building Inspection** which was issued or became effective on: **March 20, 2014**, to:

Xelan Prop 1 LLC, for the property located at: **1020 Filbert Street.** JURISDICTION GRANTED MAY 14, 2014.
BPA No. 2014/03/20/1296.

BRIEFING SCHEDULE:

The Appellant may, but is not required to, submit a one page (double-spaced) supplementary statement with this Preliminary Statement of Appeal. No exhibits or other submissions are allowed at this time.

Appellant's Brief is due on or before: **June 26, 2014, (no later than three (3) Thursdays prior to the hearing date)**, up to 12 pages in length, double-spaced, with unlimited exhibits, with an original and 10 copies delivered to the Board office by 4:30 p.m., and with additional copies delivered to the other parties the same day.

Respondent's and Other Parties' Briefs are due on or before: **July 10, 2014, (no later than one (1) Thursday prior to hearing date)**, up to 12 pages in length, doubled-spaced, with unlimited exhibits, with an original and 10 copies delivered to the Board office by 4:30 p.m., and with additional copies delivered to the other parties the same day.

Permit Holder

Only photographs and drawings may be submitted by the parties at hearing.

Hearing Date: **Wednesday, July 16, 2014, 5:00 p.m., City Hall, Room 416,** One Dr. Carlton B. Goodlett Place.

All parties to this appeal must adhere to the briefing schedule above, however if the hearing date is changed, the briefing schedule MAY also be changed. Written notice will be provided of any change to the briefing schedule.

In order to have their documents sent to the Board members prior to hearing, **members of the public** should submit an original and 10 copies of all documents of support/opposition no later than one (1) Thursday prior to hearing date by 4:30 p.m. Please note that names and contact information included in submittals from members of the public will become part of the public record. Submittals from members of the public may be made anonymously.

Please note that in addition to the parties' briefs, any materials that the Board receives relevant to this appeal, including letters of support/opposition from members of the public, are distributed to Board members prior to hearing. All such materials are available for inspection at the Board's office. You may also request a copy of the packet of materials that are provided to Board members at a cost of 10 cents per page, per S.F. Admin. Code Ch. 67.28.

If you have any questions please call the Board of Appeals at 415-575-6880

The reasons for this appeal are as follows: This building is two Edwardian flats originally constructed in 1912 as such. When constructed water service was taken for the two units. The appellants lived in their ground floor flat for over forty years. There should have been mandatory discretionary review, rather than issue this without going through that process. The owner demo'd the upstairs unit without permits and appellants' unit is the only legal unit. The permit does not show that there is another 5 unit bldg on the lot.

Appellant or Agent (Circle One):

Signature: Nancy Conway

Print Name: Nancy Conway

APPROVED
Dept. of Building Insp.
MAR 20 2014

BOARD OF APPEALS
MAY 19 2014
APPEAL # 14-098

Tom C. Hui
TOM C. HUI, S.E.
DIRECTOR
DEPT. OF BUILDING INSPECTION

APPROVED FOR ISSUANCE
MAR 20 2014

BLDG. FORM 3/8

APPLICATION NUMBER
2014.03.20.1299

SFMA APPROVAL RECD ☐
APPLICATION NUMBER

W

APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS

FORM 3 ☐ OTHER AGENCIES REVIEW REQUIRED
FORM 8 ☑ OVER-THE-COUNTER ISSUANCE
2 NUMBER OF PLAN SETS

WC 37-215

CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HEREWITH AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH.

▼ DO NOT WRITE ABOVE THIS LINE ▼

DATE FILED	FILING FEE RECEIPT NO.	(1) STREET ADDRESS OF JOB	BLOCK & LOT
3/20/14		1020 Filbert St	0093/010
PERMIT NO.	ISSUED	(44) ESTIMATED COST OF JOB	(159) PERMIT FEE
1319820	3/20/14	45000	$ 15K DATE: 3/20/14

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(42) TYPE OF CONSTR.	(5A) NO. OF STORIES OF OCCUPANCY	(5B) NO. OF BASEMENTS AND CELLARS	(7A) PRESENT USE	(8A) BOCA CLASS	(10A) NO. OF DWELLING UNITS
V	2	0	Single Family	R3	1

DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(4) TYPE OF CONSTR.	(5) NO. OF STORIES OF OCCUPANCY	(5B) NO. OF BASEMENTS AND CELLARS	(7) PROPOSED USE (SINGL. FAM.)	(8) BOCA CLASS	(10) NO. OF DWELLING UNITS
V	2	0	Single Family	R3	1

(10A) IS AUTO REMOVAL TO BE CONSTRUCTED OR ALTERED?	(11) WILL STREET SPACE BE OCCUPIED DURING CONSTRUCTION?	(12) IS MATERIAL HOIST TO BE PERFORMED?	(13) PLUMBING WORK TO BE PERFORMED?
YES ☐ NO ☑	YES ☐ NO ☑	YES ☑ NO ☐	YES ☑ NO ☐

(14) GENERAL CONTRACTOR: Tom Can Construction — ADDRESS: 1608 Treat Ave S.F. — ZIP — PHONE: 415740-7988 — CALIF. LIC. NO.: 548615 — EXPIRATION DATE: Nov 13c

(15) OWNER - LESSEE (CROSS OUT ONE): Xelan Prop I, LLC — ADDRESS: 584 Castro St #709 — ZIP — PHONE (INCLUDE AREA CODE): 323-244-9178

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)

Remove illegal unit and convert back to legal use as a single family home. Connect both floors with new stair case interior

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION INVOLVE ADDITIONAL AMOUNT OR EXTENT TO BUILDING?	(18) IF (17) IS YES, STATE NEW AMOUNT AT EXISTING LINE OF FRONT	(19) DOES THIS ALTERATION INVOLVE DECK OR PORCH, EXTENSION TO BUILDING?	(19A) IF (19) IS YES, STATE NEW GROSS FLOOR AREA
YES ☐ NO ☑		YES ☐ NO ☑	SQ. FT.

(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED?	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE?	(23) ARE ANY OTHER EXISTING BLDG. ON LOT? IF YES, SHOW ON PLOT PLAN	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY?
YES ☐ NO ☑	YES ☐ NO ☑	YES ☐ NO ☑	YES ☐ NO ☑

(25) ARCHITECT OR ENGINEER (DESIGN ☐ CONSTRUCTION ☐) — ADDRESS — CALIF. CERTIFICATE NO.

(26) CONSTRUCTION LENDER (WRITE NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN") — ADDRESS

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code.

No portion of building or structure or scaffolding used during construction is to be closer than 6'0" to any wire supporting more than 750 volts. See San Francisco Penal Code.

Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.

Scale lines on plans or drawings accompanying this application are presumed to be correct. If actual grade lines are not the same as shown, finished drawings showing correct grade lines, cuts and fills, and complete details of retaining walls and roof drainage must be submitted to this department for approval.

ANY ERRONEOUS OR MISLEADING STATEMENTS ON THIS FORM MAY BE APPEALED.

BUILDING MAY NOT BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY ISSUED, WHEN REQUIRED.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE SECURED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS (15) (17) (18) (19) (22) OR (23).

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

In dwellings, all habitable rooms must have a clearance of not less than two feet from all sides of the window or opening.

CHECK APPROPRIATE BOX
☐ OWNER ☐ ARCHITECT
☐ LESSEE ☐ AGENT
☑ CONTRACTOR ☐ ENGINEER

APPLICANT'S CERTIFICATION

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THEREBY WILL BE COMPLIED WITH.

NOTICE TO APPLICANT

HOLD HARMLESS CLAUSE. The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all 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.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have workers' compensation insurance unless one (1) or (2) is completed below, or shall indicate item (3), (4), or (5), whichever is applicable. If however, item (3) is checked, item (4) must be checked as well. Mark the appropriate method of compliance below.

I hereby affirm under penalty of perjury one of the following declarations:

( ) 1. I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

(✓) 2. I have and will maintain workers' compensation insurance, as required by Section 3800 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: SF Fund
Policy Number: 9041824

( ) 3. The cost of the work to be done is $100 or less.

( ) 4. I certify that in the performance of the work for which this permit is issued, I shall not employ any persons in any manner so as to become subject to the workers' compensation laws of California. I hereby 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 hereby applied for shall be deemed revoked.

( ) 5. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the workers' compensation laws of California and who prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

Signature of Applicant or Agent: [signature] Date: 3/20/14

CONDITIONS AND STIPULATIONS

REFER TO:		
	APPROVED: Cyril Yu, DBI MAR 20 2014 BUILDING INSPECTOR, DEPT. OF BLDG. INSP.	DATE: REASON: NOTIFIED MR.
☐	APPROVED: Remove illegal unit @ front bldg. Relocate interior stairs per plan. 3/20/14 DEPARTMENT OF CITY PLANNING	DATE: REASON: NOTIFIED MR.
☐	APPROVED: BUREAU OF FIRE PREVENTION & PUBLIC SAFETY	DATE: REASON: NOTIFIED MR.
☐	APPROVED: BOARD OF APPEALS MAY 19 2014 MECHANICAL ENGINEER, DEPT. OF BLDG. INSPECTION	DATE: REASON: NOTIFIED MR.
☐	APPROVED: APPEAL # 14-048 CIVIL ENGINEER, DEPT. OF BLDG. INSPECTION	DATE: REASON: NOTIFIED MR.
☐	APPROVED: BUREAU OF ENGINEERING	DATE: REASON: NOTIFIED MR.
☐	APPROVED: DEPARTMENT OF PUBLIC HEALTH	DATE: REASON: NOTIFIED MR.
☐	APPROVED: REDEVELOPMENT AGENCY	DATE: REASON: NOTIFIED MR.
☐	APPROVED: HOUSING INSPECTION DIVISION	DATE: REASON: NOTIFIED MR.

HOLD SECTION - NOTE DATES AND NAMES OF ALL PERSONS NOTIFIED DURING PROCESSING

I agree to comply with all conditions or stipulations of the various bureaus or departments noted on this application, and attached statements of conditions or stipulations, which are hereby made a part of this application.

Number of attachments ☐

OWNER'S AUTHORIZED AGENT

NANCY M. CONWAY, ESQ. (SBN 122562)
LAW OFFICES OF NANCY M. CONWAY
345 Franklin Street
San Francisco, CA 94102
(415) 241-1140
(415) 241-1156 fax

BOARD OF APPEALS
JUN 26 2014
APPEAL # 14-098

Attorneys for Appellant
MARIA MARANGHI

BOARD OF APPEALS

CITY AND COUNTY OF SAN FRANCISCO

LIMITED JURISDICTION

In re: Application Number 2014-03-20-1296 1020 Filbert Street	**APPEAL OF ISSUANCE OF BUILDING PERMIT**
	Date: July 17, 2014 **Time: 4:00 p.m.**

Appellant MARIA MARANGHI on behalf of herself and her family appeals the Building Department's over the counter issuance of a permit to demolish a ground floor flat where she and her family have resided for the past 45 years. The permit granted on March 20, 2014, is for removal of an illegal unit located at 1020 Filbert Street, San Francisco, so the building can be restored to it claimed original legal use as a single family home. However, it was never a single family home and there is not any evidence to support that.

Appellant bases her Appeal on the statement set forth below and attached exhibits, plus whatever arguments and evidence that will be presented at the hearing and any documentary evidence presented in the interim.

DATED: June 26, 2014

LAW OFFICES OF NANCY M. CONWAY

Nancy M. Conway
Attorney for Appellant MARIA MARANGHI

STATEMENT

1. Background Facts

This permit concerns one of two residential rental buildings on a single lot in North Beach. There are seven units on the lot. The units are subject to San Francisco's rent control. The building was purchased last year by the current owner from an old Italian family that had occupied and owned it for over sixty years. See Exhibit A, the income property offering, pp. 2-3.

Contractor Tom Can Construction and Xelan Prop, I, LLC, filed a application for building permit on March 20, 2014, on Form 8 for over the counter issuance. See Permit Application attached as Exhibit B.

The work to be performed as stated on the application was as follows: "Remove illegal unit and convert back to legal use as a single family home. Connect both floors with new staircase Interior." On the application, the legal description of the existing building was a two-story building, no basement, single family, occupancy class is "R3," with one dwelling unit. The description of the building after the proposed alteration is exactly the same. See Exhibit B, Application for Building Permit filed March 20, 2014, a true and correct copy is which is attached hereto.

Appellant MARANGHI and her husband are seniors, over 65 years old. Appellant's mother, Martha Bini, is 91 years old and disabled and has been advised *not to move* by Dr. Jeffrey Fessel, Kaiser Permanente. They all live at 1020 Filbert Street, along with an adult son, where the family has resided for more than 40 years in what is a legal unit.

At the last hearing, Karen Uchiyama the permit holders attorney represented to this Board that the unit was an illegal basement unit. Nothing could be farther from the truth. The unit is a full flat on the ground level of a Palladian style two flat building. The building since its construction has always had two flats. The records on file with the City for the initial building permit issued for this address in October 1906. The building permit indicates permission to the then owner construct a single story tin roofed building. However that is clearly not what transpired. The building constructed consisted of two nearly identical flats. The upper flat has an additional small fainting room on the second floor. The building was built in 1912, not 1906. See Exhibit A. pp. 2. When it was built there were two units. The front of the building clearly reflects that there were two

original entryways. There is a full basement below the two flats as well as storage rooms. At the time of the construction the water was hooked up for two units and has been the case to date. There has also been separate gas and electric meters for each of the seven units.

When this permit holder purchased this ideally located North Beach property, the flat above Ms. Maranghi, was occupied by a female tenant who was paying under market rent for her unit. Thereafter the tenant vacated. The tenant accepted a buy out after the landlord made it clear, that life would be miserable for her otherwise and the unit was demolished by the owner. The kitchen and bathroom, directly above the appellant's unit was gutted and new electrical service was installed, with a new panel designed to serve the entire building. New plumbing was installed. All electrical and plumbing work was done without permits.

A complaint was made to the City, regarding installation of electric and plumbing work in appellants property. Permit holder was told to cease work by this board, yet she immediately turned around and continued to do building construction on the building. The unit above had been fully gutted at the time that Board directed a stop work.

Since that time, the permit holder got a new permit issued in which she removed the unit that Ms. Maranghi lives in, but continued to remodel the upstairs unit. There was never a staircase between the two units.

The permit holder failed to produce promised architectural records to appellant. If the property owner contends there should only be one unit in 1020-1022, they have achieved that by demolition of the upstairs unit. Mrs. Maranghi has lowest address number in the building. She and her family live at 1020 Filbert.

Although it is noteworthy, that the building since its inception, had two separate address numbers, indicative of two separate units.

The owner after obtaining this permit immediately moved to terminate Mrs. Maranghi and her family's tenancy. See Notice to Terminate Tenancy, exhibit C. The appellants were harassed by the present owner's agents. At the time the seven unit property was acquired by the new owner, there were several occupied units and all were either evicted or voluntarily vacated pursuant to a buy out.

2. Fraud on the Permit Application

Item 23 of the Application asks "Any Other Existing Building on Lot? If yes, show on plot plan. " The applicant said "no". In fact, there are five other units on the lot. Additionally the application states that there are no basements but there is a basement at the property. The number of dwelling units, which has been crossed out, says "1"; in fact, there are two dwelling units in the building. The application stated that the building had been in single family use, when in fact it had been separated out into two flats, and rented out to non-owners. Upon Xelan's taking ownership of the property 1000-1022 Filbert Street, there were two vacant units and there were five occupied units. Xelan, through buyouts and other means, got all tenants to vacate except for Ms. MARANGHI and her family.

Apparently, the plan was to remove unit 1022 Filbert, which was an address that was illegally added and which the landlord Xelan has now gutted. The owner illegally commenced plumbing work and electrical work in both buildings and was cited for that by the building inspector. Permits for that work, while noted on the building permit, have not yet been obtained.

The landlord told appellant's attorney they were getting a permit to demolish the unit at 1022 Filbert. Now they are actually merging the two units, at 1020 and 1022. Appellant lives at 1020 Filbert. Even though this property was in residential rental use by Mrs. Maranghi, her mother Maria Bini, her father and her children for more than 40 years, the landlord is now saying that in 1906 the building permit was for this building to be a single-family house and for the other building to be five flats, and that therefore she can remove this without any discretionary review from affordable rental housing. This is in distinct contrast to the Mayor's directive to preserve affordable housing.

When the property 1000-1022 Filbert Street was marketed for sale in June 2013, the property was represented as containing seven apartment units, three- car parking and a private courtyard between the two buildings. See Exhibit A. Information regarding the rent rolls on the offering reflected that ***Ms. MARANGHI's unit 1020 Filbert has a current rent of $507.31 and a projected rent of $5000.0.*** The unit above Ms. MARANGHI's, unit 1022 then had a current rent $2865.93 and a projected rent of $6000. The offering also indicated that the tenant in 1022 Filbert was agreeable to a buyout. Also indicated was a "possible potential for lot split." The offering describe

the property as "built in 1912 this seven unit Russian Hill property consists of a five unit building and two unit building on a corner lot. See Exhibit C, Offering from Hill & Co. Real Estate, a true and correct copy of which is attached as Exhibit C.

CONCLUSION

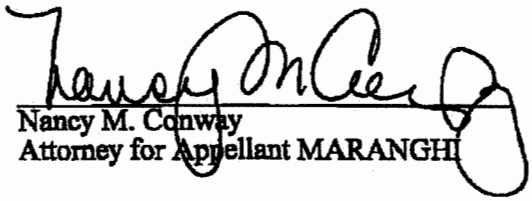
For the above reasons, Appellant MARANGHI respectfully requests the permit be revoked. The original permit reflected a tin roofed single story building and issued in 1906 following the earthquake which was never built; in 1912, it was built and was two flats with full basement and storage rooms, separate water connection. The current building following the demolition of the upper unit, contains only one unit, so it is presently a single family dwelling. The upper demolition was done without permits or discretionary review or planning review. The City building and planning laws have been scoffed by the owner. There are numerous outstanding code violations at the property, the owner installed new plumbing and electrical service without permits, and put the last remaining occupants at risk by doing so. The owner has been cited for continuing to construct after this Board told them to stop. The owner has been a scofflaw and should not be rewarded for its efforts to evade the law.

In the background of all this has been a continuous harassment from the current owner's managing partner and principal Anna Swain. Ms. Swain has harassed the tenants by yelling at them, numerous entries, and continuously demanding they vacate. Swain made numerous entries and demands for entries many of which she failed to appear at, and by failing to maintain the premises in habitable while carrying on construction over and around them. All the while, having work crews live and sleep at the property.

Due to the age of the property and the property owners failure to produce records we anticipate production of additional documentation prior to the hearing date.

DATED: 6/26/ 2014

LAW OFFICES OF NANCY M. CONWAY



Nancy M. Conway
Attorney for Appellant MARANGHI

EXHIBIT A

INCOME PROPERTY

1000-1022 Filbert Street

San Francisco, CA

7 Apartment Units

(1) One-Bedroom Unit
(5) Two-Bedroom Units
(1) Three-Bedroom Unit
Three-Car Parking and Private Courtyard

- 14 GRM – Outstanding Potential, Several View Units
- Two Detached Buildings on a Corner Lot
- Close Proximity to North Beach, The Embarcadero, Fort Mason, Downtown and Freeways
- Possible Potential for Lot Split (Buyers to Investigate)

Missy Wyant Smit
#2 Top Producer 2012
(415) 321-4315
msmit@hill-co.com
www.MissySmit.com
DRE License #01408017

Offered at $2,485,000

HILL & CO. REAL ESTATE

INCOME PROPERTY 1000-1022 Filbert St. San Francisco, CA

PROPERTY OVERVIEW

PROPERTY

Address:	1000-1022 Filbert Street San Francisco, CA 94133
Cross Street:	Jones Street
County:	San Francisco
APN:	0083-010
*Square Feet:	8006 Square Feet
*Lot Size:	3767 Square Feet
Year Built:	1912

*Square feet per tax records, not verified by seller or seller's agent

PROPERTY SUMMARY

Built in 1912, this 7 unit Russian Hill property consists of a 5 unit building and a 2 unit building on a corner lot (Filbert & Jones). There are two vacant units. Several units have outstanding VIEWS! The units have hardwood floors, abundance of natural light, character and are separately metered for gas and electricity. This property has been in the same family for 60+ years and has tremendous opportunity and superior long term growth.

Russian Hill is a residential neighborhood with pockets of charming restaurants and shops. Located on sunny Russian Hill, this property has spectacular views looking out over the Golden Gate Bridge, Alcatraz and the Bay Bridge. Lombard Street, the "World's Crookedest Street," winds through the area, and the Spanish-style San Francisco Art Institute with its distinctive bell tower is located down the hill towards North Beach.

(continued Page 3)

HILL & CO. REAL ESTATE

INCOME PROPERTY 1000-1022 Filbert St. San Francisco, CA

PROPERTY SUMMARY (continued)

Best known as San Francisco's Little Italy, North Beach attracts both tourists and locals to its high density of restaurants, cafes and outdoor eateries. Washington Square Park and the neo-gothic spires of Sts. Peter and Paul Church form the center of this historic neighborhood. Climbing up to Coit Tower you'll find magnificent views overlooking the city and the Bay.

This coveted location is close to downtown, the freeways, bridges and public transportation and what many consider to be one of San Francisco's best neighborhoods.

PROPERTY DETAIL

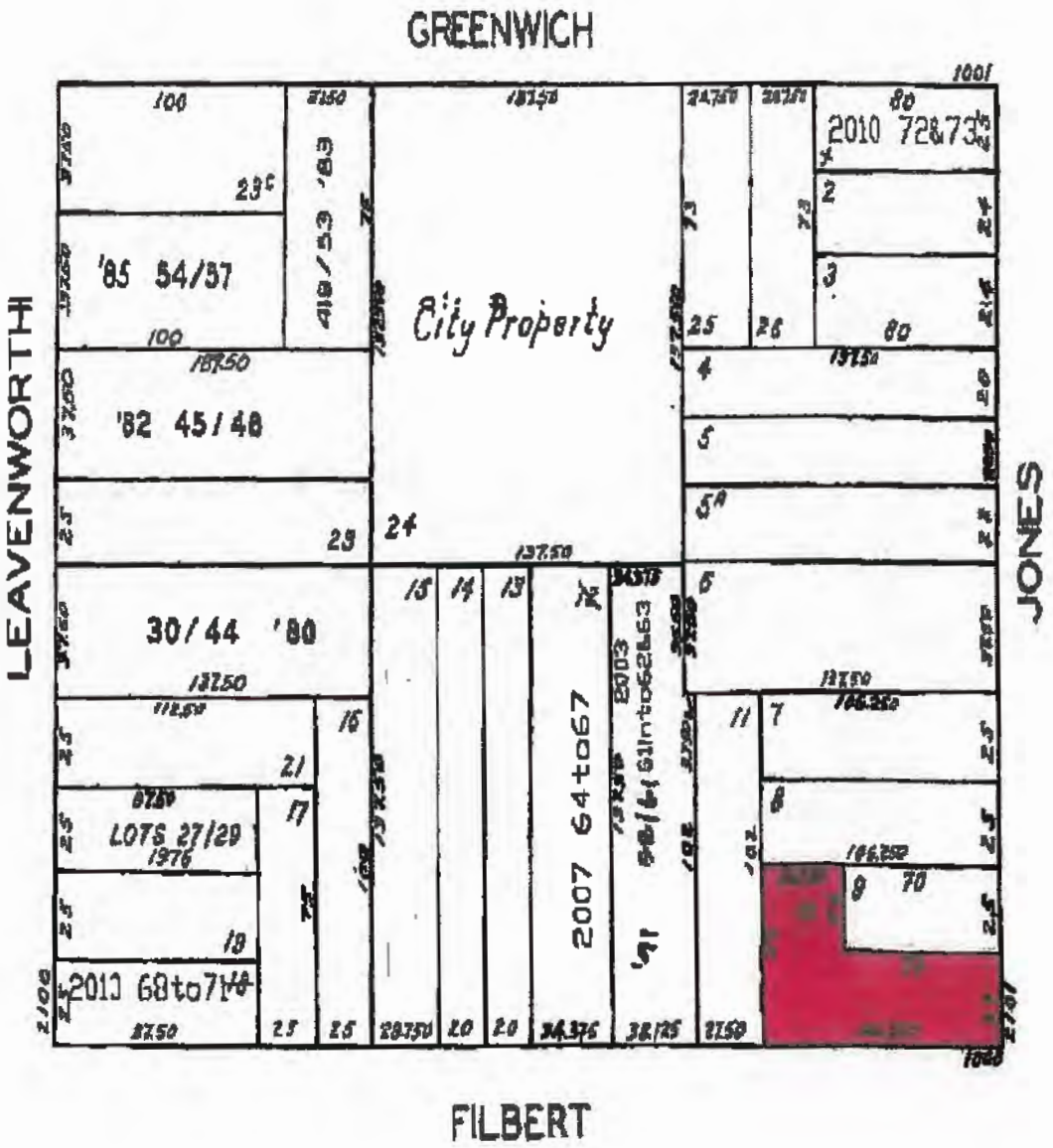
- Some units have outstanding water and city views
- Well-maintained building
- Original detailing throughout
- Building separately metered for gas and electric
- Large storage units
- Possible potential for lot split (buyers to investigate)

NEIGHBORHOOD AMENITIES

- Public transportation
- Plethora of restaurants, cafes, bars and shops
- Ghirardelli Square
- Aquatic Park
- Alice Marble Tennis Courts
- San Francisco Art Institute

HILL & CO. REAL ESTATE

PARCEL MAP



HILL & CO. REAL ESTATE

INCOME PROPERTY 1000-1022 Filbert St. San Francisco, CA

RENT ROLL & INCOME

Rent Roll: 1000-1022 Filbert Street as of 06/07/2013

Unit #	Split	Current Rent	Projected Rent	Increase	Comments
1000	2x1	$4,000.00*	$4,000.00		Vacant, Tenant Passed Away 04/2011
1002	2 x1	$ 611.10	$4,000.00	Yes	No lease
1004	2 x1	$4,500.00*	$4,500.00		Vacant
1006	2 x1	$1,547.35	$4,800.00	Yes	Tenant agreeable to buyout
1008	1 x1	$ 425.18	$3,000.00	7/1/2013	
1020	2 x1	$ 507.31	$5,000.00	Yes	No lease
1022	3 x1	$2,865.93	$6,000.00	Yes	Tenant agreeable to buyout 2 car garage
Garage 1	2 car	$ -	$500.00		Currently included in 1022 lease
Garage 2	1 car (small)	$350.00*	$350.00		Vacant
Total:		**$14,806.87**	**$32,150.00**		

Annual actual income plus projected income = $177,682.44

*Projected rents of $4,000 (unit 1000), $4500 (unit 1004) and $350 (garage) = $9,850

Income:

Gross projected annual income	**$177,682.44**
Expenses 2012:	
Real Estate Tax at 1.16191% & Licenses	$ 4,267.86
Management & Administrative	$ 6,700.58
Insurance	$ 6,001.83
PG&E	$ 160.04
Water	$ 2,963.73
Garbage	$ 1,283.08
Cleaning and Maintenance (3%)	$ 12,157.16
Operating Expenses	$ 1,711.49
Total:	**$ 35,245.77**
Net Operating Income:	**$142,436.67**

*Please note that the 2012 expenses exclude legal (ask agent for detail).

*Per comparable units in area.

*Expenses are estimated and actual may vary

HILL & CO. REAL ESTATE

INCOME PROPERTY 1000-1022 Filbert St. San Francisco, CA

LOCAL MAP

OVERHEAD OBLIQUE

HILL & CO. REAL ESTATE

EXHIBIT B

APPROVED
Dept. of Building Insp.
MAR 20 2014
Tom C. Hui
TOM C. HUI, S.E.
DIRECTOR
DEPT. OF BUILDING INSPECTION

BLDG. FORM 3/8

APPROVED FOR ISSUANCE

APPLICATION NUMBER 201403205198

OSHA APPROVAL NUMBER

APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS

FORM 3 ☐ OTHER AGENCIES REVIEW REQUIRED

FORM 8 ☑ OVER-THE-COUNTER ISSUANCE

2 NUMBER OF PLAN SETS

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HEREWITH AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH.

▼ DO NOT WRITE ABOVE THIS LINE ▼

DATE FILED	FILING FEE RECEIPT NO.	(1) STREET ADDRESS OF JOB	BLOCK & LOT
3/20/14		1020 Filbert St	0093/010
PERMIT NO.	**ISSUED**	**(2A) ESTIMATED COST OF JOB**	**(2B) REVISED COST**
1319820	3/20/14	$5000 DCP FEE	$15K BY: DATE: 3/20/14

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR.	(5A) NO. OF STORIES OF OCCUPANCY:	(6A) NO. OF BASEMENTS AND CELLARS:	(7A) PRESENT USE:	(8A) OCCUP. CLASS	(9A) NO. OF DWELLING UNITS:
V	2	0	Single Family	R3	1

DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(4) TYPE OF CONSTR.	(5) NO. OF STORIES OF OCCUPANCY:	(6) NO. OF BASEMENTS AND CELLARS:	(7) PROPOSED USE (LEGAL USE)	(8) OCCUP. CLASS	(9) NO. OF DWELLING UNITS:
V	2	0	Single Family	R3	1

(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED?	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION?	(12) ELECTRICAL WORK TO BE PERFORMED?	(13) PLUMBING WORK TO BE PERFORMED?
YES ☐ NO ☑	YES ☐ NO ☑	YES ☑ NO ☐	YES ☑ NO ☐

(14) GENERAL CONTRACTOR	ADDRESS	ZIP	PHONE	CALIF. LIC. NO.	EXPIRATION DATE
Tom Cam Construction	1608 Tiernan Ave S.F		415740-7968	#548615	Nov 30

(15) OWNER - LESSEE (CROSS OUT ONE)	ADDRESS	ZIP	BTRC#	PHONE (FOR CONTACT BY DEPT.)
Xelan Prop I, LLC	584 Castro St #169 S.F.			323-244-9188

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)

Remove illegal unit and Convert back to legal use as a single family home. Connect both floors with new Stair Case Interior

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING?	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING?	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA
YES ☐ NO ☑		YES ☐ NO ☑	SQ. FT.

(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED?	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE?	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN)	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY?
YES ☐ NO ☑	YES ☐ NO ☑	YES ☐ NO ☐	YES ☐ NO ☑

(25) ARCHITECT OR ENGINEER (DESIGN ☐ CONSTRUCTION ☐)	ADDRESS	CALIF. CERTIFICATE NO.

(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN")	ADDRESS

IMPORTANT NOTICES

No changes shall be made in the character of the occupancy or use without first obtaining a Building Permit

NOTICE TO APPLICANT

HOLD HARMLESS CLAUSE. The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless

EXHIBIT C

SIXTY DAY NOTICE OF TERMINATION OF TENANCY
(San Francisco Administrative Code Section 37.9(a)(10)

TO: MARIA BINI, MARTHA BINI, and All Occupants in Possession of the real property located at 1020 Filbert Street, San Francisco, California 94133 (hereafter, "Subject Property"), one of two unwarranted units composing the single family house identified as 1020-1022 Filbert Street, San Francisco, CA 94133 (hereafter, "the Single Family House").

PLEASE TAKE NOTICE THAT YOU ARE HEREBY required within sixty (60) days of the service upon you of this notice to vacate from and deliver possession of the Subject Property to XELAN PROP 1, LLC, the owner of the Single Family House identified as 1020-1022 Filbert Street, San Francisco, California 94133 ("Owner"), which is authorized to take permanent possession of the Subject Property by virtue of its plans to demolish and permanently remove the unwarranted separate residential unit from its existing separate housing use in order to legalize it and transform the structure back into the Single Family House as it was originally and legally built.

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

YOUR MONTHLY RENT OF $507.31 shall be regularly due and payable to the Owner, up to and including the date of the termination of your tenancy.

XELAN PROP 1, LLC is in compliance with state law and served proper written notice to Tenants MARIA BINI, MARTHA BINI and All Occupants in Possession per Civil Code Section 1940.6 of its application for a permit to demolish the Subject Property on or after May 1, 2014. XELAN PROP 1, LLC and this Notice are in compliance with San Francisco Administrative Code Chapter 37.9(a), Subsection (10), in that: XELAN PROP 1, LLC seeks in good faith, without ulterior reasons, and with honest intent, to demolish and otherwise permanently remove the Subject Property from its existing, separate housing use in order to legalize the Subject Property and transform the two unwarranted rental units back into a Single Family House as it was originally built. XELAN PROP 1, LLC has obtained all the necessary permits to remove the unwarranted units before the date upon which this Sixty Day Notice of Termination of Tenancy is given and gave written notice to the Tenants of its application for permits to demolish the residential dwelling unit under Civil Code §1940.6 on February 6, 2014.

The following is the actual text of the amended Section 37.9(a)(10) of the Rent Ordinance explaining your rights regarding relocation expenses:

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

(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 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 the 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...

The voters approved Proposition H on November 7, 2006, effective December 22, 2006, which requires landlord to pay relocation payments for "no fault" evictions such as an eviction under Section 37.9(a)(10) of the San Francisco Rent Ordinance.

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

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

(a) Definitions.

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

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

(e) Relocation expenses shall be:

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

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Sections 12955.3 and 12926 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of $3,000.00, $1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the additional relocation payment along with supporting evidence, and $1,500.00 of which shall be paid when the Eligible Tenant vacates the unit. If you claim the

additional $3,000.00, please notify the Owner with supporting evidence of your eligibility for the additional payment. Within 30 days after notification to the Owner of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the Owner will give written notice to the Rent Board of your claim for additional relocation assistance and whether or not the Owner disputes the claim, without invalidating this Notice.

Since March 1, 2007, these relocation expenses have been increased annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that date is made available by the United States Department of Labor and published by the Rent Board.

Effective March 1, 2014, relocation payments were increased to the following amounts: $5,261.00 per Eligible Tenant with a cap of $15,783.00 per rental unit, with an additional $3,508.00 for each elderly (60 years or older) or disabled (per California Governmental Code Section 12955.3) tenant or each household with at least one child under the age of 18 years old.

Please be advised that the tenants in occupancy of the Subject Property are entitled to the following relocation payments:

Martha Bini	$5,261.00
Over age of 60	$3,508.00
	$8,769.00
Maria Bini	$5,261.00
Over age of 60	$3,508.00
	$8,769.00
Maria Bini's spouse*	$5,261.00
Over age of 60	$3,508.00
	$8,769.00

*Full name unknown to Xelan Prop 1, LLC.

Each Eligible Tenant will receive one-half of their relocation payment ($4;384.50 each) along with the service of this 60 Day Notice of Termination of Tenancy. The other half will be paid when the Eligible Tenant vacates. *Section 37.9C of the San Francisco Rent Ordinance, and the most recent Relocation Payments schedule for no cause evictions under Sections 37.9(a)(8), (10), (11), and (12) are attached hereto collectively as Exhibits "A" and "B," and incorporated herein by reference.*

The building plans, specifications and permits (and any renewals thereof) for the demolition and permanent removal of the rental unit from its existing form and condition are on file with the Central Permit Bureau of the Department of Building Inspection located at 1660 Mission Street, and that arrangements for reviewing such plans and permits can be made with the Central Permit Bureau to review such applications, plans or permits. *Copies of all necessary permits are attached collectively hereto as Exhibit "C."*

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

Date: March 27, 2014

Karen Y. Uchiyama

KAREN Y. UCHIYAMA, ESQ.
Authorized Representative for Owner
XELAN PROP 1, LLC
(415) 563-9300

cc: San Francisco Rent Stabilization and Arbitration Board,

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

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

(a) Definitions.

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

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

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

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

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

(e) Relocation expenses shall be:

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

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

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

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

Exhibit "A"

City and County of San Francisco

Residential Rent Stabilization and Arbitration Board

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

Date of Service of Notice of Termination of Tenancy ("Eviction Notice")	Relocation Amount Due Per Tenant	Maximum Relocation Amount Due Per Unit	PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren)
3/01/13 – 2/28/14 3/01/14 – 2/28/15	$5,207.00 $5,261.00	$15,621.00 $15,783.00	$3,472.00 $3,508.00

**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
3/01/13 – 2/28/14 3/01/14 – 2/28/15	$5,207.00 $5,261.00	$15,621.00 $15,783.00	$3,472.00 $3,508.00

**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追遷的搬遷費*

送達追遷通知的日期	每位房客應得的搬遷費金額	每個單位應得的最高搬遷費金額	外加 每位老年（60歲或以上）或殘障房客或每戶有未成年兒童的家庭應得的額外金額
3/01/13 – 2/28/14 3/01/14 – 2/28/15	$5,207.00 $5,261.00	$15,621.00 $15,783.00	$3,472.00 $3,508.00

**請參閱《租賃條例》第 37.9C 節中有關依照第 37.9(a)(8) 節（業主/親屬入住）、第 37.9(a)(10) 節（拆除/出租單位永遠不再做為居住房屋使用）、第 37.9(a)(11) 節（臨時資本設備改良工程）及第 37.9(a)(12) 節（大規模裝修）追遷的額外搬遷費要求。[然而從 2013年1月1日開始生效，因主要修繕的臨時遷出少於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法1947.9條規管例而不是租務條例 37.9C條制約。]*

25 Van Ness Avenue #320
San Francisco, CA 94102-6033
www.sfrb.org
Phone 415.252.4602
FAX 415.252.4699

Exhibit "B"

EXHIBIT L

Maria Maranghi & Martha Bini
1020 Filbert Street
San Francisco, CA 94133

April 21, 2014

Xelan Properties I, LLC
Anna Swain: Property Manager
584 Castro Street PO Box 199
San Francisco, CA 94114

Anna Swain, Property Manager

I am writing to inform you that the problem of the non working front door doorbell has yet to be resolved. As you know, we have been without a working doorbell for quite sometime, due to the fact that your workers cut the wires that were connected to our doorbell when the upstairs demolition at 1022 Filbert started months ago. I have repeatedly asked you and your workers to please fix the doorbell. Your workers provided a battery operated wireless doorbell for us to use. I thanked them but also informed them that the doorbell they provided did not work at all. They said they would get another replacement but they never did nor did you.

This situation has presented many problems for the mail carriers, delivery companies as well as to ourselves. We are especially concerned about emergencies occurring and the fact that we will not be able to let help in to assist us because we did not hear them knocking on the door due to a broken doorbell.

We would really appreciate it if you would take this matter seriously and please provide us with a doorbell that works. Please call me as soon as possible to make an appointment to have the doorbell repaired.

Thank you.

Sincerely,

_____
Maria Maranghi Joint Tenant at 1020 Filbert Street

_____
Martha Bini Joint Tenant at 1020 Filbert Street

EXHIBIT M

Maria Maranghi & Martha Bini
1020 Filbert Street
San Francisco, CA 94133

April 26, 2014

Xelan Properties I, LLC
Anna Swain: Property Manager
584 Castro Street PO Box 199
San Francisco, CA 94114

Anna Swain, Property Manager

I am writing to inform you that our kitchen sink is clogged, the water goes down very slowly and there is a leak in the pipe beneath the sink. Currently, I am keeping a bucket under the sink to prevent water damage.

I would appreciate if you can call me to schedule a plumber to come and fix the clogged sink and the leak in the pipe as soon as possible.

Thank you.

Sincerely,

Maria Maranghi

Maria Maranghi Joint Tenant at 1020 Filbert Street

Martha Bini

Martha Bini Joint Tenant at 1020 Filbert Street

EXHIBIT N

Maria Maranghi & Martha Bini
1020 Filbert Street
San Francisco, CA 94133

May 2, 2014

Xelan Properties I, LLC
Anna Swain: Property Manager
584 Castro Street PO Box 199
San Francisco, CA 94114

Anna Swain, Property Manager

I am writing to inform you that our stove is not working. I called the PG&G Company and had a service man come out and inspect the stove. He said it is unusable at this time, and can not be used again until it is repaired.

We rely on our stove to cook my mothers meals as well as our own. We would really appreciate prompt attention to this matter. I am enclosing a copy of the work order and report from the PG&E Company for your review and records.

Please call me as soon as possible to make an appointment to have the stove repaired.

Thank you.

Sincerely,

Maria Maranghi
Maria Maranghi Joint Tenant at 1020 Filbert Street

Martha Bini
Martha Bini Joint Tenant at 1020 Filbert Street

EXHIBIT O

DEPARTMENT OF BUILDING INSPECTION

Housing Inspection Services Division
City and County of San Francisco
1660 Mission Street 6th Floor, San Francisco, California 94103-2414
(415) 558-6220 Fax: (415) 558-6249 Email: DBIHIDComplaints@sfgov.org Website: www.sfdbi.org

NOTICE OF VIOLATION

COMPLAINT: **201471351**

OWNER/AGENT: XELAN PROP 1 LLC

MAILING ADDRESS: XELAN PROP 1 LLC
P O BOX 691889
LOS ANGELES CA

90069

DATE: 05-MAY-14

LOCATION: **1020 FILBERT ST**

BLOCK: 0093 **LOT :** 010

NOTICE TYPE: COMPLAINT

BUILDING TYPE: NA **USE TYPE:** R2

YOU ARE HEREBY ORDERED TO COMPLY WITH THE FOLLOWING REQUIREMENTS:

	ITEM	DESCRIPTION
1	THIS NOTICE INCLUDES VIOLATIONS FOR THE AREAS NOTED.	Housing inspector Yee investigated the complaint at the subject property and observed violation(s) of the San Francisco Housing Code which are delineated within the Notice of Violation issued. Pertinent observations are as follows: See report.
2	PAINTING REQUIRED AT CEILINGS AND WALLS (1001, 1301 HC)	Located at: Kitchen walls Bathroom walls and ceiling Walls by front door front bedroom Stairs where needed after repair
3	REPAIR FLOOR COVERING (1001b,j,o HC)	Located in the bathroom.
4	REPAIR STAIRS (1001(b)(13)HC)	Located at the rear of building. Parts of the stairwell has dry rot.
5	PROVIDE DATE TAG FOR ALL FIRE EXTINGUISHERS (905 HC)	Located throughout property.
6	PROVIDE BOTH SMOKE AND CARBON MONOXIDE DETECTOR, CAN USE COMBO UNITS (NFPA 720/CBC 420.42)	In the hallway outside of the adjacent bedrooms and kitchen.
7	REPAIR MALFUNCTIONING SINK (1001f HC)	Located in the kitchen. Also replace old rusted sink pipe to a new one. Rust particles are falling onto pots and pans.
8	REPAIR OR REPLACE MALFUNCTIONING OVEN IN THE KITCHEN TO ITS WORKING CONDITION. (1001 HC)	Located in the kitchen.
9	REPAIR MALFUNCTIONING DOOR BELL AND RESTORE INTO ITS WORKING CONDITION (1001 HC)	Located at front door.

DEPARTMENT OF BUILDING INSPECTION

Housing Inspection Services Division
City and County of San Francisco
1660 Mission Street 6th Floor, San Francisco, California 94103-2414
(415) 558-6220 Fax: (415) 558-6249 Email: DBIHIDComplaints@sfgov.org Website: www.sfdbi.org

NOTICE OF VIOLATION

COMPLAINT: 201471351

10 INSPECTOR COMMENTS

It is the property owner's responsibility to be present or direct his/her representative to attend, the reinspection as scheduled on this Notice of Violation for the purpose of providing entry to the Inspector of those areas cited within this Notice.

If the property owner cannot attend the scheduled reinspection (as specified on this Notice) it is his/her responsibility to secure a different inspection date and time with the Inspector. YOUR COOPERATION IS APPRECIATED.

ALL ITEMS MUST BE COMPLETED WITHIN 30 **DAYS. REINSPECTION DATE :** 04 June 2014 10:30 AM

IT IS RECOMMENDED THAT THE OWNER/OWNERS REPRESENTATIVE CONFIRM REINSPECTION DATE/TIME.

CONTACT HOUSING INSPECTOR : Dennis Yee AT 415-558-6211

FOR EVERY INSPECTION AFTER THE INITIAL RE-INSPECTION, A $170.00 FEE WILL BE CHARGED UNTIL THE VIOLATIONS ARE ABATED. SFBC 108.8

EXHIBIT P

Maria Maranghi & Martha Bini
1020 Filbert Street
San Francisco, CA 94133

May 13, 2014

Xelan Properties I, LLC
Anna Swain: Property Manager
584 Castro Street PO Box 199
San Francisco, CA 94114

Anna Swain, Property Manager

On Saturday May 3, 2014 you (Anna Swain) had your workers install a new door and lock that leads to Filbert street and the backyard. We as tenants are entitled to have access to the backyard from the street. You did not inform us of the new door being installed and to date have not provided a key. It is very important that we have access to the yard from Filbert street because our back stairs are unsafe and in need of repair. It poses a problem for us to get to our storage unit which is located in the yard in which we need to access frequently. Not having a key is creating an unsafe situation.

It would be greatly appreciated if you would please provide us with a copy of the key as soon as possible.

Thank you.

Sincerely,

Maria Maranghi

Maria Maranghi Joint Tenant at 1020 Filbert Street

Martha Bini

Martha Bini Joint Tenant at 1020 Filbert Street

EXHIBIT Q

24-HOUR NOTICE OF INTENT TO ENTER PREMISES

To: ALL OCCUPANTS

Address: 1020-22 FILBERT STREET Unit # 1020

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) tues & Wed 6/3 and 6/4 between 10 and 3.30, 2014, 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:
Note - failure to provide access is a basis for eviction. The work to be performed is per complaint inspection by Housing Department. Additional fees incurred to secure acces will be billed to tenant.

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

Owner/Agent: Xelan Prop LLC

Date: 06/02/2014 Phone: 323 244 9178

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

over

EXHIBIT R

THREE DAY NOTICE TO CURE OR QUIT

TO: MARIA MARANGHI, SERGIO MARANGHI, MARTHA BINI, AND ALL OCCUPANTS IN POSSESSION of the real property commonly known as 1020 Filbert Street, San Francisco, California 94133 ("the Premises").

PLEASE TAKE NOTICE that you have violated California state and local laws, and grounds for eviction are also stated in the San Francisco Residential Rent Stabilization and Arbitration Ordinance Section 37.9 that provides: (a) A Landlord shall not endeavor to recover possession of a rental unit unless: (2) The tenant has violated a lawful obligation or covenant of tenancy other than the obligation to surrender possession under proper notice and failure to cure such violation after having written notice thereof from the landlord... (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 a writing as required by Section 37.9(c)...

The written House Rules for the property located at 1000 - 1022 Filbert Street, San Francisco, CA 94133, provide:

IV. NOISE AND CONDUCT

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 10:00 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.

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.

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.

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.

V. CLEANLINESS AND TRASH

Tenant shall keep the rental unit clean, sanitary and free from objectionable odors and clutter at all times.

EXHIBIT '2'

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.

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.

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 places 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.

YOU HAVE VIOLATED AND CONTINUE TO VIOLATE state law and the foregoing Rent Ordinance, and have breached the above lawful obligations and covenants of your tenancy: 1) Committing and continuing to commit acts of domestic violence upon each other in and about the Premises; 2) By mutually physically and verbally abusing each other in and about the Premises so that other tenants, neighbors, the landlord's management and contractors could hear and witness it; and thereby disturbing the peace and scaring them; 3) By throwing hard objects at each other during domestic disputes that caused damage to the interior of the Premises; 4) By causing emotional distress upon other persons who witness the aforementioned domestic disputes and violence; 5) By Maria Maranghi's moving her husband, Sergio Maranghi, a notorious, convicted international drug broker, into the Premises after he got out of prison without prior written request to landlord or property manager to do so, and engaging in loud fights with him; 6) By allowing your guests to damage the Premises and verbally abuse and scream at property managers; 7) By forcing the landlord to repair the damage to the Premises caused by you and your guests, and refusing to pay for it; 8) By maintaining that each of you is entitled to possession of the Premises and none of you has move out of the Premises to ensure peace the others in the Premises and the neighbors' property; 9) By trespassing upon the neighbor's property by gaining access to the upper level of the building, which is outside the Premises, and using the neighbor's roof as a garden; 10) By smoking and allowing your guests to smoke in and around the Premises and the landlord's building; 11) By your careless handling of your van which causes damage to other people's parked cars; 12) By leaving your garbage bin on the street and leaning against the building and thereby creating an eyesore; 13) By lying to Management and cancelling your garage service, and thereafter putting your garbage in other tenants' and neighbors' garbage bins; 14) By failing to maintain and keep the Premises in clean, uncluttered, and sanitary condition; and 15) by substantially interfering with the comfort, safety and enjoyment of others by the aforementioned acts and omissions.

PLEASE TAKE FURTHER NOTICE that if the foregoing curable violations of the San Francisco Residential Rent Stabilization and Arbitration Ordinance and breaches of covenants of tenancy are not cured within THREE DAYS after service of this notice upon you, you must vacate the Premises and deliver up possession of the Premises to the landlord. Your failure either to cure the breaches of such lawful obligations, or to vacate the Premises within the designated three-day period may result in legal action being taken against you to: 1) declare a

EXHIBIT '2'

forfeiture of your verbal, month-to-month rental agreement, (2) recover possession of the Premises, (3) costs of suit, and (4) recover damages for each day that you occupy the Premises after the periods covered by this Notice.

This Notice is being served upon you in accordance with the provisions of the San Francisco Rent Stabilization and Arbitration Ordinance, and the grounds for this Notice are also set forth therein in that the above matter is in violation of Sections 37.9(a)(2) and 37.9(a)(3).

Advice regarding this Notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board located at 25 Van Ness Avenue, Room 320, San Francisco, California 94102, (415) 252-4600.

This Notice supersedes all other notices previously served upon you by the Landlord or its representatives.

Dated: June 28, 2014

KAREN Y. UCHIYAMA, ESQ.
Authorized Representative for Owner
XELAN PROP 1, LLC
(415) 563-9300

PROOF OF SERVICE PURSUANT TO C.C.P. § 1162

At the time of service I was at least 18 years of age, and I served:

as follows: **THREE DAY NOTICE TO CURE OR QUIT**

TO: MARIA MARANGHI, SERGIO MARANGHI, MARTHA BINI, and All Occupants in Possession

PREMISES: 1020 Filbert Street, San Francisco, CA 94133

___ On _____, 2014 at __:___ .m, I personally delivered a copy of the above document(s) to each person listed below as follows:

___ Maria Maranghi ___ Sergio Maranghi ___ Martha Bini

___ On June 28, 2014 at 4:50 .m., I posted a copy of the above document(s) in a conspicuous place on the premises because I could not find a person of suitable age or discretion at the premises, nor at any known place of residence or business of any person named in the notice.; and

OR

___ On _____, 2014 at __:__ .m., I left a copy with _____, who is of suitable age and discretion, at the known place of residence or business of any person named in the notice., at the address stated below; and

___ On June 28, 2014, I mailed a true and correct copy of the above document(s) in a separate envelope to each person listed below by first class mail, postage prepaid, from San Francisco, California, as follows:

on the following parties:

Maria Maranghi, Sergio Maranghi, Martha
Bini and All Occupants in Possession
1020 Filbert Street
San Francisco, CA 94133

I am / not a registered California process server. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: June 28, 2014

(signature)

ANNA KAHAN
(print name)

584 CASTRO STREET #199
(address)

SAN FRANCISCO, CA 94114
(415) 691-1204
(telephone number)

PROOF OF SERVICE

EXHIBIT '3'

EXHIBIT S

24-HOUR NOTICE OF INTENT TO ENTER PREMISES

To: Tenants

Address: [redacted] - FILBERT 1020 Unit # 1020

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) Thur 12/4 between 12 and 4; Friday 9 to 2pm, 2014, 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:
[redacted] repairs and inspect. SMOKE DETECTORS IN HALLWAY AND BEDROOMS

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

Owner/Agent: XELAN PROP LLC [redacted]

Date: 12/3/14 Phone: 415 691 1264

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