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

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

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

19
20 Plaintiffs,

21 vs.

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

27 Defendants.
28

Case No. CGC-15-546152

DECLARATION OF NICHOLAS REGGARS IN
SUPPORT OF PRELIMINARY INJUNCTION
WITH EXHIBITS A THROUGH F

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

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

1 I, Nicholas Reggars, declare as follows:

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

5 2. I am currently 33 years old, and am a Director of Content Strategy at Heat Ventures
6 LLC, which is an advertising agency.

7 3. From November 2010 to April 15 2015, I was a tenant of 73 Hill Street, San
8 Francisco, California, a two-bedroom, two-bathroom, rent-controlled unit in a five-unit residential
9 building at 69-75 Hill Street (the "Hill" property), near Guerrero Street, in San Francisco's Mission
10 District. I originally lived with a housemate, although my now-wife Erin Fromherz, who is an
11 account director at an advertising agency, moved-in with me in March 2013. I paid \$2,900 per
12 month in rent, including \$150 for a covered parking space in the garage, for the entirety of my
13 tenancy.

14 4. In late March 2014, our then-landlord, Chris Vanderstaay, with whom I enjoyed a
15 good relationship, listed the Hill property for sale. It is my understanding that, on or about July 24,
16 2014, the Hill property was purchased by Defendant ANNE KIHAGI aka ANNA KIHAGI aka
17 ANNA SWAIN aka ANNE KIHAGI SWAIN aka ANNA KIHAGI SWAIN ("KIHAGI") and
18 Defendant CHRISTINE MWANGI aka CHRISTINA MWANGI aka CHRISTINE JOHNSON ("C.
19 MWANGI") through their entity, Defendant ZORIAL, LLC ("ZORIAL"). Chris Vanderstaay
20 told me that he sold the building to Defendant KIHAGI because she was not a large-scale developer
21 and he thought she would be a good building owner and good to the tenants at the Hill property.
22 Following the acquisition of the building, Defendant KIHAGI began a campaign of harassment,
23 intimidation and retaliation against the tenants.

24 5. During my tenancy at the building, my lease included parking and access to the deck,
25 garage, and laundry facilities, and I provided this information to the realtor Alain Pinel when the
26 building was being sold.

27 6. I first met Defendant KIHAGI in March 2014, when she was a prospective buyer
28 looking at the building. Defendant KIHAGI was viewing the apartment with Chris Vanderstaay and

1 realtors from Alain Pinel. It was a Friday afternoon, and I was working from home that day.

2 Defendant KIHAGI and the group did a tour of all five apartments in the Hill property.

3 7. After Defendant KIHAGI took over ownership of the building, I was told in a letter
4 slipped under my door, and it is my understanding that other tenants at the Hill property were also
5 told, to pay my rent to Defendant ZORIALI at a post office box service at 584 Castro Street, in San
6 Francisco. It concerned me that I would no longer be dealing with a human being, and that I was
7 being directed to mail my checks to a company at a P.O. Box.

8 8. On or about July 26, 2014, I received a letter from Defendant ZORIALI/KIHAGI
9 slipped under my door purporting to change some of the terms of my written lease agreement
10 regarding attorney's fees. A true and correct copy of the letter is attached hereto as **Exhibit A**, and
11 incorporated herein by reference.

12 9. Around the same time, I found a copy of new "House Rules" slipped under my door.
13 I found several terms to be unacceptable and disturbing. The new House Rules purported to
14 materially change the terms of my tenancy, including limiting the number of days that guests could
15 stay in my unit without the owner's prior consent to 15 days per year and/or 7 consecutive days. I
16 am originally from Australia and my parents would frequently come out to visit me and stay in my
17 spare bedroom. I was concerned that my parents could no longer stay and visit me according to the
18 new House Rules. I was also concerned about the provision that required tenants to "replenish" the
19 security deposit. I had paid a security deposit when I rented the unit, so did not know why I would
20 need to pay another security deposit or pay more. I was also concerned about the new terms
21 regarding garbage, which required tenants to pay for their own garbage service, restricted the
22 number of tenants (6) who could use one garbage can, and required tenants to take their garbage
23 bins out to the curb. Before Defendant KIHAGI purchased the building, the tenants never were
24 responsible for moving the trash cans out to the street for collection or for maintaining their own
25 garbage collection service. Also, there were always more than 6 tenants in the building, so the
26 provision limiting the number of tenants who could use a garbage bin did not make sense to me.

27 10. After receiving the letter from Defendant ZORIALI and receiving the House Rules
28 slipped under my door, I became concerned about Defendant KIHAGI's behavior as the new

1 landlord of the Hill property. I searched online for information about her. I found she was involved
2 in litigation in Southern California, including West Hollywood, having to do with her being a
3 landlord of rent-controlled properties there. Once I knew about Defendant KIHAGI's reputation as
4 a landlord and her use of underhanded tactics to harass and force out her rent-controlled tenants, I
5 became worried that she would begin the same tactics at the Hill property.

6 11. Shortly after Defendants purchased the building, they began to reduce services long-
7 enjoyed by the tenants. The number of recycle bins were reduced from two to one, for nine tenants
8 living in five units. As a result, there was constantly an overflow of recyclable materials outside in
9 the alleyway beside the garage, and the tenants would leave extra recyclables that could not fit in
10 the bins around the bins, hoping the men who picked-up the recycling would take those items as
11 well. In addition, at one point, Defendants interfered with our mail delivery. First, they removed
12 our five-unit mailboxes, and then replaced them with a six-unit mailbox system but did not give the
13 tenants keys. When it was locked, I and the other tenants in the building did not have access to our
14 mail/mailboxes. Defendant KIHAGI also stopped maintaining the landscaping at the Hill property,
15 in particular the hedge at the front of the property. As a result, the hedge grew out of control and
16 began scraping the side of the tenants' cars. Dale Duncan (a tenant in unit 71 Hill) and I eventually
17 took turns trimming the hedge. Also, on or about August or September 2014, the outdoor security
18 lights were manually turned-off on multiple occasions. The lights were above the garbage bins
19 outside and in the outside parking area, leaving those areas very dark. As a result, homeless people
20 would go through our trash and on occasion would urinate and defecate in the area. I would
21 frequently have to manually turn the lights back on for the tenants' safety. In addition, after
22 Defendants purchased the building, the coin-operated laundry machines in the garage that the
23 tenants enjoyed use of would become full of coins so that we could not do our laundry, sometimes
24 for up to a week at a time. Defendants failed to maintain the machines in a usable condition.

25 12. In late November 2014, I received a letter slipped under my door from Defendant
26 KIHAGI/ZORIALI telling me I could no longer store a hand truck and tarp in the garage. It is my
27 understanding that Dale Duncan was also told that he could not store his bike in the garage. Erin
28

1 and I removed those items from the garage and brought them into our unit, because we did not want
2 to agitate Defendant KIHAGI.

3 13. In December 2014, I was going away for the holidays, and I was fearful that
4 Defendant KIHAGI would try to illegally enter my unit without notice or authorization. As a result,
5 I purchased and installed a video surveillance camera in my unit to record any unauthorized entries
6 by Defendant KIHAGI or her agents.

7 14. On or about December 12, 2014, I received a letter from Defendant
8 KIHAGI/ZORIAL, slipped under my door and back-dated to December 9, 2014, telling me I could
9 no longer park my car in the garage due to a scheduled earthquake retrofit of the garage. Defendant
10 KIHAGI/ZORIAL stated she would reduce my monthly rent by \$150 to reflect my loss of the
11 parking space. The letter also stated that if I did not remove my car from the garage, the locks to
12 the garage would be changed. A true and correct copy of the letter is attached hereto as **Exhibit B**,
13 and incorporated herein by reference. The garage was the only means by which I had access to
14 laundry facilities, so changing the locks to the garage would also prevent me from accessing the
15 laundry facilities that I had always enjoyed as a condition of my tenancy.

16 15. On December 22, 2014, I filed a notice of severance of service with the San
17 Francisco Rent Board for the loss of parking, and continued to park my car in the garage. It is my
18 understanding that my neighbor Brian Smyth received a similar letter from Defendant
19 KIHAGI/ZORIAL and also filed a Report of Alleged Wrongful Severance of a Housing Service
20 with the San Francisco Residential Rent Stabilization and Arbitration Board ("Rent Board"). I am
21 informed and believe that under these circumstances Defendants were not entitled to permanently
22 terminate our parking spaces. A true and correct copy of the Report of Alleged Wrongful
23 Severance of a Housing Service is attached hereto as **Exhibit C** and incorporated herein by
24 reference.

25 16. I continued to park my car in the garage. In mid-January 2015, I received a second
26 letter slipped under my door, again back-dated to December 9, 2014, from Defendant
27 KIHAGI/ZORIAL stating that she would be changing the locks immediately to prevent me from
28 parking in the garage. The letter also included a check for \$75, purportedly representing a partial

1 refund of the \$150.00 I paid for my parking space for January 2015, as I would apparently no longer
2 have access to my parking space. A true and correct copy of the letter and check are attached hereto
3 as **Exhibit D**.

4 17. My neighbor Brian Smyth (Unit 73A) also received a similar check for the same
5 thing. I never cashed my check and to my knowledge, Brian never cashed his either. On my
6 February 2015 rent check, I saw that Defendant KIHAGI had written "under reservation of rights,"
7 which I believed was related to the contested parking space issue.

8 18. On January 23, 2015, I filed a second Report of Alleged Wrongful Severance of a
9 Housing Service with the Rent Board for Defendant KIHAGI's attempt to change the locks to the
10 garage, which would terminate my parking and also prevent me from accessing the shared laundry
11 facilities in the garage. A true and correct copy of the second Report of Alleged Wrongful
12 Severance of Housing Service is attached hereto as **Exhibit E**, and incorporated by reference.

13 19. It is my belief that Defendant KIHAGI intends to convert a large, vacant space next
14 to what was my parking space in the garage, into an illegal dwelling unit. In January 2015, I
15 encountered a man in the garage alone, who was measuring the vacant space. I asked him who he
16 was, and he told me he was here for the landlord doing some measuring. I asked him what he was
17 measuring for, and the man declined to be specific, saying something along the lines of "for
18 changes to come." My neighbor, Dale Duncan, also encountered a man in the garage around the
19 same time, within a few weeks, also measuring in the garage.

20 20. On February 2, 2015, tired of the stress we felt and harassment we encountered from
21 Defendants related to the parking space, I stopped using my parking space in the garage. I rented an
22 uncovered parking spot for \$200 per month approximately 1.5 blocks away down an alley, which
23 was inconvenient when Erin or I had groceries or items to bring into our unit. Erin frequently drove
24 the car and would often times come home late at night, and I did not feel safe letting her park the
25 car in the alley at night and walk home alone. As a result, when Erin came home late at night she
26 would park the car in the driveway and I would go and park it in our new parking space and walk
27 home. Erin and I continued to pay the full \$2,900 amount in rent, including parking, even though
28 we lost use of our parking space.

1 21. On March 4, 2015, the City conducted noticed inspections of the property. I was
2 present and allowed City inspectors into my unit. I also had a signed consent form for Brian Smyth
3 and the key to his unit, and with Brian's permission I allowed City inspectors access to his unit as
4 well.

5 22. During the inspections, Defendant KIHAGI was present along with three private
6 security guards, with shaved heads, using walkie talkies, and wearing all black clothing. Defendant
7 KIHAGI arrived first, before the City inspectors, and blocked the driveway with her car. The
8 security guards arrived next, and Defendant KIHAGI directed them to the three entrances to the
9 building: the front gate, the fire escape to the right of the building, and the rear garage door. It felt
10 like we were under siege. When the City inspectors arrived, my neighbor Dale Duncan went
11 outside from his unit and welcomed the inspectors to the Hill property. Defendant KIHAGI and one
12 security guard, in an effort to intimidate the tenants, stood in the common area within 2-3 feet of the
13 tenants' front doors, and took photographs of the inspectors and tenants. The inspectors then
14 proceeded to inspect the tenants' units, spending approximately 10 minutes in each unit.

15 23. Defendant KIHAGI asked me to leave my front door open while I was waiting for
16 City inspectors to enter my unit. I left the door open, and I saw Defendant KIHAGI speaking to one
17 of the security guards. At one point, with her back turned to me, I saw her point her thumb over her
18 shoulder in the direction of my unit and say, "My sister will be moving into this one." Alarmed, I
19 asked Defendant KIHAGI what she was referring to, and she told me it was "none of my business"
20 and asked me to go back inside my unit. I did so, and began walking back inside my apartment,
21 leaving the front door open. Defendant KIHAGI then stepped inside my apartment and closed my
22 front door. The entire encounter with Defendant KIHAGI left me feeling upset and violated, and
23 now fully expecting to be the object of Defendants' next Owner or Relative Move-In Eviction.

24 24. Immediately following the City inspection, Defendants began retaliating against the
25 tenants of Hill Street for cooperating with the City's inspectors. By late afternoon, Defendants had
26 procured and delivered construction materials to the Hill property, boarded-up access to the
27 garage/laundry room from one entrance, and changed the lock on the door to the only other
28

1 entrance, thus completely locking us out of the garage and laundry area. One tenant's car was
2 trapped inside.

3 25. Within minutes of the boarding-up of the garage and laundry room, Defendant
4 KIHAGI appeared at the property. My neighbors Tim Scopetta and Dale Duncan's wife Marta
5 confronted Defendant KIHAGI, while I walked down the back staircase to see the boarding-up of
6 the garage. At this time, Erin had come home and walked down the front driveway to confront
7 Defendant KIHAGI about locking the garage and preventing access to the laundry. I saw Erin
8 confront Defendant KIHAGI and say "you can't do this." Defendant KIHAGI demanded to know
9 who Erin was, then picked up her phone. Defendant KIHAGI said to someone on the other end of
10 the phone, "Let's get the surveillance installed in Hill Street. Make that the top priority."
11 Defendant KIHAGI then left the Hill property. The next week, a security camera over the garage
12 door was installed.

13 26. After Defendant KIHAGI left the property, Erin called the police to report the loss of
14 services and locking-out of the garage. Two patrol vehicles from the San Francisco Police
15 Department responded.

16 27. The entire day of March 4, 2015, was incredibly upsetting. I felt as if I could not
17 keep Erin safe from the harassment she experienced from Defendant KIHAGI, and we both felt
18 under siege. After I heard Defendant KIHAGI comment that she was going to move her sister into
19 our unit, it felt like a sword was hanging over our heads waiting to fall. Erin and I were planning to
20 stay in our unit for years to come, and to have our first child in our unit. It was our home, and we
21 no longer felt secure in our plans in in the home that we loved.

22 28. On or about March 12, 2015, I filed a Report of Alleged Wrongful Eviction with the
23 Rent Board, citing Defendant KIHAGI's unilateral severance of the laundry and access to the
24 garage, and Defendant KIHAGI's verbal threats to move her sister into my unit and threats to install
25 security cameras on our front door. A true and correct copy of the Report of Alleged Wrongful
26 Eviction is attached hereto as Exhibit F, and incorporated herein by reference.

27 29. Erin and I were getting married on May 9, 2015, and all of the harassment related to
28 the garage, and Defendant KIHAGI's verbal threats to evict us for her sister and threats to install

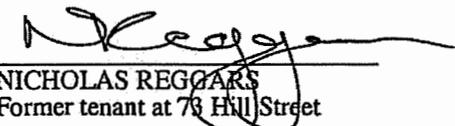
1 surveillance at the Hill property, were right when Erin and I were about to get married and go on
2 our honeymoon. It was a very stressful time for us, and the harassment and retaliation, coupled
3 with the uncertainty in our living situation, just as we were about to become married, was ultimately
4 unbearable. Desperate, we found a more expensive, but less-desirable apartment, and vacated our
5 unit on April 15, 2015, and returned our keys to Defendants. As of November 2015, we still have
6 not received our security deposit back.

7 30. After we moved out, got married, and went on our honeymoon, Erin and I filed a
8 wrongful eviction lawsuit against Defendants KIHAGI, C. MWANGI, and ZORIALI on June 12,
9 2015. Our lawsuit brings causes of action for violation of Civil Code section 789.3 for statutory
10 lockout, unlawful attempt to recover possession under San Francisco Administrative Code Section
11 37.9, unlawful and unfair business practices under Business and Professions Code Sections 17200-
12 17208, violation of Civil Code section 1940.2, violation of San Francisco Administrative Code
13 section 37.2r, violation of San Francisco Administrative Code section 37.10B, breach of the implied
14 covenant of quiet enjoyment, negligence, violation of Civil Code section 1950.5, violation of Civil
15 Code section 1942.5, and nuisance.

16 31. Defendant ZORIALI filed a Cross-Complaint on August 19, 2015, and Defendants
17 KIHAGI and ZORIALI filed an Answer on August 19, 2015. We filed an Answer to the Cross-
18 Complaint on September 21, 2015. The lawsuit is still pending.

19
20 I declare under penalty of perjury that the foregoing is true and correct. Executed in
21 San Francisco, California.

22 DATED: 11/29/15

23 
24 NICHOLAS REGGARS
25 Former tenant at 78 Hill Street

1 **PROOF OF SERVICE**

2 I, MORRIS ALLEN, declare as follows:

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

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

7 **DECLARATION OF NICHOLAS REGGARS IN SUPPORT OF PRELIMINARY
8 INJUNCTION AND EXHIBITS A THROUGH F**

9 on the following persons at the locations specified:

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

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

19 VIA PERSONAL DELIVERY AND
20 ELECTRONIC SERVICE

21 VIA ELECTRONIC SERVICE

22 in the manner indicated below:

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

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

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

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

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



MORRIS ALLEN

INDEX TO EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Thirty Day Notice of Change in Terms of Tenancy to Nick Reggars from Zoriall LLC, regarding 69-75A Hill Street, dated July 26, 2014
B	Letter to Nick Reggars from Zoriall LLC re Notice Terminating Parking Space dated December 9, 2014
C	Report of Alleged Wrongful Severance of a Housing Service Pursuant to Ordinance Section 37.2(r) re 73 Hill Street received by Rent Board Dec 22, 2014, signed 12/15/14
D	Letter to Nick Reggars from Zoriall LLC re 2nd Notice Terminating Parking Space dated December 9, 2014, and copy of check
E	Report of Alleged Wrongful Severance of a Housing Service Pursuant to Ordinance section 37.2(r) re 73 Hill Street, signed 1/23/15
F	Report of Alleged Wrongful Eviction re 73 Hill Street received Mar 12 2015 by Rent Board

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EXHIBIT A

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

**THIRTY DAY NOTICE OF CHANGE IN TERMS
OF TENANCY**

California Civil Code Section 827

July 26, 2014

TO: Nick Reggars
73 Hill Street
San Francisco, CA 94110

PLEASE TAKE NOTICE that on July 30, 2014, or 30 days after service of this notice, whichever is later, and pursuant to California Civil Code Section 827, the Owner of 69-75A Hill Street, San Francisco, CA 94110 (the "Subject Property") will change one of the terms of your tenancy and omit the "Attorney's Fees" provision of the written, now month-to-month rental agreement that commenced on November 1, 2010. Effective in 30 days, the new term will read, "ATTORNEY'S FEES: In the event any action is brought by any party against the other under this rental contract, to enforce the terms hereof, or relating to the premises, each party shall pay their own attorney's fees and costs."

The new change in the terms of your tenancy shall take effect on August 30, 2014 or 30 days after service of this notice, whichever is later.

Advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board located at 25 Van Ness Avenue, Suite 320, San Francisco, California 94102. The telephone number is 415.252.4600.

If you have any questions regarding this matter, please call the undersigned.

By 

Zorials LLC
(415) 691-1264

EXHIBIT B

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

December 9, 2014

Nick Reggars
73A Hill Street
San Francisco, CA 94114

NOTICE TERMINATING PARKING SPACE

Dear Nick,

Please take note that you will no longer be able to park your car in the basement. We will be undergoing major construction in the area for earthquake improvement within the next 60 days. We are therefore notifying you to remove your car from the space.

As your lease does not specify any value for the parking space, we have assigned a rate of \$150 per month. As such, your rent will be reduced by the same amount starting on January 1, 2014. Please do not hesitate to call us with any questions at the above number.

Sincerely,



Zoriali LLC

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

EXHIBIT C

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

B 14460

RECEIVED
CITY AND COUNTY OF SAN FRANCISCO
DEC 22 PM 4:24

**REPORT OF ALLEGED WRONGFUL SEVERANCE
OF A HOUSING SERVICE PURSUANT TO ORDINANCE §37.201**

(Please Print)
My name is: Nicholas Regan
(First) (Middle Initial) (Last)

Work Phone: [REDACTED] Home Phone: [REDACTED] Other Phone: _____

Fax #: _____ E-mail: [REDACTED]

I have lived at 73 Hill 8 since 11/1/10
(Street Number) (Street Name) (Apt. Number) (Zip Code) (Month/Day/Year)

My mailing address (if different) is: _____
(Street Number & Street Name & Apt. Number OR P.O. Box) (City and State) (Zip Code)

The entire building address (including the lowest and highest numbers) is: 69-75 Hill St

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

My building was built before June 13, 1978. Yes No Don't Know

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

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

The person or business I pay my rent to is: Zorials LLC

The owner's name is: Anna Swain
(First) (Middle Initial) (Last)

The owner's mailing address is: 584 Castro #199 San Francisco CA 94114
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

Work Phone: 415 691 1264 Home Phone: _____ Other Phone: _____

The master tenant's name (if applicable) is: _____
(First) (Middle Initial) (Last)

The master tenant's mailing address is: _____
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

Work Phone: _____ Home Phone: _____ Other Phone: _____

The landlord's attorney/representative (if applicable) is: _____
(single one) (First) (Middle Initial) (Last)

The attorney/representative's mailing address is: _____
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

Work Phone: _____ Home Phone: _____ Other Phone: _____

The name, mailing address and phone number of MY representative attorney interpreter (if any) is:

Nancy Conway Work Phone: 415 241 1190
(First) (Middle Initial) (Last)

345 Franklin San Francisco CA 94102 Fax Number: _____
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

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

2014 DEC 22 PM 1:21
RECEIVED
STABILIZATION
ARBITRATION
BOARD

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

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

- I received a written and/or oral notice to stop using the following housing service (check one):
 garage facilities parking facilities driveway storage space laundry room deck patio
 garden kitchen facilities in residential hotel (SRO) lobby in residential hotel (SRO)
on Dec, 12th, 2014 from Anna Swain / Zorica LLC
(Date) (First) (Middle Initial) (Last)
who is the owner manager master tenant landlord's attorney landlord's representative
- I have attached a copy of the notice to this Report of Alleged Wrongful Severance. Yes No
- I have attached other supporting evidence to this Report of Alleged Wrongful Severance. Yes No
- My use of the housing service was supposed to stop on the following date: 1/1/15
- I did did not stop using the housing service on the following date: 1/1/15
plan not to.
- The landlord reduced my rent by the following amount for the decreased housing service: \$ 150

7. I believe the severance of the housing service is wrongful because (use additional sheet if needed):
See Attached.

- I understand that I am responsible for my own defense in any lawsuit. I release the Rent Board, its members and staff, the City and County of San Francisco, and any and all of its officials or employees from claims arising out of my filing of this complaint or the Rent Board's action upon it.
- Have you or your landlord previously filed a petition or report with the Rent Board concerning this property?
 Yes No If Yes, please list the petition number(s): _____

DECLARATION OF TENANT(S)

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

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

Print Tenant's Name: Nicholas Reagers
(First) (Middle Initial) (Last)

Tenant's Signature: [Signature] Dated: 12/15/14

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

520 Rept AWS 37.2(f) 3/13/07

Phone 415.252.4602
FAX 415.252.4699

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

December 9, 2014

Nick Reggars
73A Hill Street
San Francisco, CA 94114

NOTICE TERMINATING PARKING SPACE

Dear Nick,

Please take note that you will no longer be able to park your car in the basement. We will be undergoing major construction in the area for earthquake improvement within the next 60 days. We are therefore notifying you to remove your car from the space.

As your lease does not specify any value for the parking space, we have assigned a rate of \$150 per month. As such, your rent will be reduced by the same amount starting on January 1, 2014. Please do not hesitate to call us with any questions at the above number.

Sincerely,



Zoriali LLC

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



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

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。如果您需要協助來了解本項公告，請致電 415-252-4602。

MEMORANDUM

TO:

Nicholas Reggars
73 Hill Street
San Francisco, CA 94110
(Tenant Petitioner)

Anna Swain
Zorials LLC
584 Castro Street, #199
San Francisco, CA 94114
(Landlord Respondent)

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

FROM: Aaron Morrison, Eviction Unit (252-4611)

DATE: 12/26/2014

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

CASE NO: E142460

PROPERTY: 73 Hill Street

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

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

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

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

*If you have any questions regarding this case, please contact Aaron Morrison at 252-4611.
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*

EXHIBIT D

ZORIALL LLC

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

December 9, 2014

Nick Reggars
73A Hill Street
San Francisco, CA 94114

2nd NOTICE TERMINATING PARKING SPACE

Dear Nick,

You are still parking in the basement despite our notice informing you that you can no longer be able to park your car in the basement. Based on days of usage for this month, we are refunding \$75 for this month with check attached. We will be changing locks to the area effective immediately and the space will no longer be available.

We have credited you \$150 which is significantly more than proportional value of parking based on your rent. You should make this adjustment to your rent as your failure to do so does not alter the above change. Please note that acceptance of your rent check while we continue to work in the area is not a waiver of our rights to enforce this change.

Sincerely,



Zoriall LLC

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

ZORALL LLC

1500

90/718Z

PAID TO THE
ORDER OF

DICK PERGAMUS

DATE

1/9/15

\$ 75.00

DOLLARS

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100/100

AM

SEVENTY FIVE

00/100

CHASE

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

MEMO LeFond Provinda

Kevin Morgan Hoag

+1: [REDACTED]

[REDACTED]

EXHIBIT E

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

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

(Please Print)
My name is: Nicholas Reagers
(First) (Middle Initial) (Last)

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

Fax #: _____ E-mail: [Redacted]

I have lived at 73 Hill St since 11/1/10
(Street Number) (Street Name) (Apt. Number) (Zip Code) (Month/Day/Year)

My mailing address (if different) is: _____
(Street Number & Street Name & Apt. Number OR P.O. Box) (City and State) (Zip Code)

The entire building address (including the lowest and highest numbers) is: 69-75 Hill St
(Street Number & Street Name & Apt. Number OR P.O. Box) (City and State) (Zip Code)

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

My building was built before June 15, 1879. Yes No Don't Know

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

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

The person or business I pay my rent to is: Zorialis LLC

The owner's name is: Anna Swain
(First) (Middle Initial) (Last)

The owner's mailing address is: 584 Castro St #199 San Francisco CA 94114
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

Work Phone: 415 6911264 Home Phone: _____ Other Phone: _____

The master tenant's name (if applicable) is: _____
(First) (Middle Initial) (Last)

The master tenant's mailing address is: _____
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

Work Phone: _____ Home Phone: _____ Other Phone: _____

The landlord's attorney/representative (if applicable) is: _____
(Last) (First) (Middle Initial) (Last)

The attorney/representative's mailing address is: _____
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

Work Phone: _____ Home Phone: _____ Other Phone: _____

The name, mailing address and phone number of MY representative attorney interpreter (if any) is:
Nancy Gonzalez Work Phone: 415 2411140
(First) (Middle Initial) (Last)

345 Franklin St San Francisco 94102 Fax Number: _____
(Street Number) (Street Name) (Apt./Suite Number) (City and State) (Zip Code)

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

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

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

- 1. I received a written and/or oral notice to stop using the following housing service (check one):
garage facilities parking facilities driveway storage space laundry room deck patio
garden kitchen facilities in residential hotel (SRO) lobby in residential hotel (SRO)
on Jan 22nd, 2015 from Anna Stein
who is the owner manager master tenant landlord's attorney landlord's representative
2. I have attached a copy of the notice to this Report of Alleged Wrongful Severance. Yes No
3. I have attached other supporting evidence to this Report of Alleged Wrongful Severance. Yes No
4. My use of the housing service was supposed to stop on the following date: 1/1/15
5. I did did not stop using the housing service on the following date: 1/1/15
6. The landlord reduced my rent by the following amount for the decreased housing service: \$ 150

7. I believe the severance of the housing service is wrongful because (use additional sheet if needed):
I have received a 2nd notice now threatening to change locks. Landry access is included in the area.

- 8. I understand that I am responsible for my own defense in any lawsuit. I release the Rent Board, its members and staff, the City and County of San Francisco, and any and all of its officials or employees from claims arising out of my filing of this complaint or the Rent Board's action upon it.
9. Have you or your landlord previously filed a petition or report with the Rent Board concerning this property?
Yes No If Yes, please list the petition number(s): E 142460

DECLARATION OF TENANT(S)

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

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

Print Tenant's Name: Nicholas Reagers

Tenant's Signature: [Signature] Dated: 1/23/15

25 Van Ness Avenue #320 San Francisco, CA 94102-6033 520 Rept AWS 37.2(r) 3/13/07 Phone 415.252.4802 FAX 415.252.4699

Notice #1

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

December 9, 2014

Nick Reggars
73A Hill Street
San Francisco, CA 94114

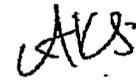
NOTICE TERMINATING PARKING SPACE

Dear Nick,

Please take note that you will no longer be able to park your car in the basement. We will be undergoing major construction in the area for earthquake improvement within the next 60 days. We are therefore notifying you to remove your car from the space.

As your lease does not specify any value for the parking space, we have assigned a rate of \$150 per month. As such, your rent will be reduced by the same amount starting on January 1, 2014. Please do not hesitate to call us with any questions at the above number.

Sincerely,


Zoriali LLC

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



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

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本項公告可能會影響您身為房東或房客之權利。如果您需要協助來了解本項公告，請致電 415-252-4602。

MEMORANDUM

TO:

Nicholas Reggars
73 Hill Street
San Francisco, CA 94110
(Tenant Petitioner)

Anna Swain
Zorill LLC
584 Castro Street, #199
San Francisco, CA 94114
(Landlord Respondent)

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

FROM: Aaron Morrison, Eviction Unit (252-4611)

DATE: 12/26/2014

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

CASE NO: E142460

PROPERTY: 73 Hill Street

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

Effective August 8, 2008, Section 37.2(r) of the Rent Ordinance was amended to require landlords to have a "just cause" reason under Section 37.9(a) in order to remove or sever any of the following housing services from a tenancy: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, or gardens on the same lot, or kitchen facilities or lobbies in single room occupancy (SRO) hotels. In addition, the landlord must reduce the tenant's rent by a commensurate amount based on the decrease in housing services. Following removal or severance of a housing service, either the landlord or the tenant may file a petition at the Rent Board to determine the amount of the corresponding rent reduction.

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

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

*If you have any questions regarding this case, please contact Aaron Morrison at 252-4611.
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*

Notice #2

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

December 9, 2014

Nick Reggars
73A Hill Street
San Francisco, CA 94114

2nd NOTICE TERMINATING PARKING SPACE

Dear Nick,

You are still parking in the basement despite our notice informing you that you can no longer be able to park your car in the basement. Based on days of usage for this month, we are refunding \$75 for this month with check attached. We will be changing locks to the area effective immediately and the space will no longer be available.

We have credited you \$150 which is significantly more than proportional value of parking based on your rent. You should make this adjustment to your rent as your failure to do so does not alter the above change. Please note that acceptance of your rent check while we continue to work in the area is not a waiver of our rights to enforce this change.

Sincerely;



Zoriall LLC

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

EXHIBIT F

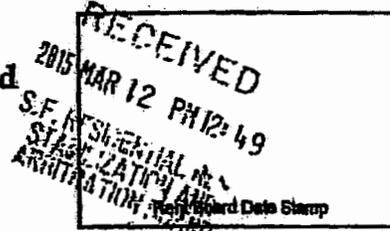
PHONE # [REDACTED]

Rod



San Francisco Residential Rent Stabilization and Arbitration Board

NOTE: If your building was constructed after June 13, 1979, the rental unit is not subject to just cause eviction unless 37.9D (disclosure eviction) applies.



REPORT OF ALLEGED WRONGFUL EVICTION

Rental Information

Street Number of Unit: 73 Street Name: Hill St Unit Number: 73 San Francisco, CA 94110 Zip Code

Name of Building Complex (if Applicable): 69-75 Hill St Entire Building Address (lowest & highest numbers): 69-75 Hill St # of Units in Building: 5

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

Move-in Date: Nov 10 At move-in, this was a vacant unit part of existing tenancy Section 8 voucher? Yes No

The rent is paid to (select one): Owner Property Manager Master Tenant Other _____

This household includes children under 18: Yes No The number of school aged children (grades K-12) is: _____

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

Tenant Information

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

First Name: Nicholas Middle Initial: _____ Last Name: Reagan

Mailing Address: Street Number: 73 Street Name: Hill St Unit Number: _____ City: San Francisco CA State: _____ Zip Code: 94110

Primary Phone Number: _____ Other Phone Number: _____

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

2nd Mailing Address

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

Tenant Representative Information

Attorney Non-Attorney Representative Other _____

First Name: Nancy Middle Initial: _____ Last Name: Conway

Mailing Address: Street Number: 345 Street Name: Franklin St Unit Number: _____ City: San Francisco State: _____ Zip Code: 94102

Primary Phone Number: 415 241 1140 Other Phone Number: 415 370 6269

#19 Report of Alleged Wrongful Eviction R17714

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

www.sfrb.org

Phone 415.252.4602
FAX 415.252.4699

San Francisco Residential Rent Stabilization and Arbitration Board

REPORT OF ALLEGED WRONGFUL EVICTION

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

Owner Information

First Name: Anna Middle Initial: Kihagi Last Name: Swain
Mailing Address: Street Number: PO Box #199 Street Name: 584 Castro St City: San Francisco State: Zip Code: 94110
Primary Phone Number: 415 691 1264 Other Phone Number:

Master/Tenant Information (if applicable)

First Name: Middle Initial: Last Name:
Mailing Address: Street Number: Street Name: Unit Number: City: State: Zip Code:
Primary Phone Number: Other Phone Number:

Property/Manager Information (if applicable)

Name of Company: First Name of Manager: Middle Initial: Last Name:
Mailing Address: Street Number: Street Name: Unit Number: City: State: Zip Code:
Primary Phone Number: Other Phone Number:

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

First Name: Middle Initial: Last Name:
Mailing Address: Street Number: Street Name: Unit Number: City: State: Zip Code:
Primary Phone Number: Other Phone Number:

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

San Francisco Residential Rent Stabilization and Arbitration Board

REPORT OF ALLEGED WRONGFUL EVICTION

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

- 1. I received a written Notice to Quit or Vacate my rental unit (an eviction notice)
on _____ from _____
(Date of Receipt of Notice) (First Name) (Last Name)
The eviction notice requires me to vacate my rental unit by: _____
(Date)
 Yes, I have included a copy of the Notice to Quit or Vacate with this report.
- 2. On March 4th 2015 the landlord orally told me to vacate my rental unit and/or
(Date(s) of Receipt of Notice)
through conduct has tried to make me move out by: _____
(Date)
 Yes, I have included a true statement fully describing the basis for my claim on page 4.

Please complete the following:

My rent is due on the following date: 1st of month My current rent is \$ 2900

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

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

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

An Unlawful Detainer (eviction) action has been filed in Superior Court: Yes No
If Yes, I understand that the Rent Board will not carry out an investigation on eviction cases filed in Superior Court. I am responsible for filing my own response in Superior Court within 5 day of receiving the unlawful detainer summons and complaint.

Do you live in the same unit with the owner? Yes No
If Yes, use the space provided on page 4 to describe the unit and state whether there are other occupants in the unit.

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

San Francisco Residential Rent Stabilization and Arbitration Board

REPORT OF ALLEGED WRONGFUL EVICTION

I believe this eviction is wrongful because:

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

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

Anna Swain has tried to force my leaving of 73 Hill St through unlawful removal of our garage, verbal threats to "move my sister in" and threats to place cameras on our front door. She has also denied the city access through use of security guards.

DECLARATION OF TENANT(S)

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THIS INFORMATION AND EVERY ATTACHED DOCUMENT, STATEMENT AND FORM IS TRUE AND CORRECT.

NOTE: Every tenant of the rental unit who wishes to be included in this report must sign this declaration. Any tenant who lives in a different rental unit must file a separate report.

Nicholas Reggars (Print Name)	 (Signature of Tenant)	3/12/15 (Date)
Erin Fromholz (Print Name)	 (Signature of Tenant)	3/12/15 (Date)
_____ (Print Name)	_____ (Signature of Tenant)	_____ (Date)

March 12th, 2015

To the Rental Board of San Francisco

CC: Nancy Conway (Tenants Attorney)

From: Nicholas Reggars
73 Hill St
San Francisco, CA
94110

Over the past few months I have highlighted the fact that my landlord Anna Kihagi Swain is trying to deny me and other tenants of 69 - 75 Hill St access to the garage and laundry facilities, which are our right under our lease terms.

Her communication which has been via letter and shared with the SFRB already has been threatening and harassing. Our case number is E142460 (Nicholas Reggars).

On Wednesday the 4th of March the City Attorney, Michael Weiss and members of the Department of Building Inspections visited our building. From the city requests we allowed them access to our property as tenants.

In an effort to deny this access and intimidate she posted three security guards at each of the buildings common entrances. She threatened to move her sister into my apartment and commented on how trivial our employment must be that we can take off time to attend and assist the city visit.

After the city finished its audit of our building, members of her construction team arrived that afternoon approximately at 4pm. During their one-hour visit they boarded up our laundry access with a false wall and changed the locks on our garage. In doing so she has denied access to a garage we have as part of our lease agreement and actually locked up another tenants car in the process.

When confronted that this issue was illegal, unjust and without permit she threatened to install surveillance on the tenants of our block and threatened to throw the laundry facilities, which she rents onto the street.

This occurrence on March 4th is retaliation for allowing the city its legal access to our apartments and is just another case of her continual and aggressive dismissal of tenants rights.

I believe these actions and threats made via both written communication and in person are part of a sustained effort to harass me and my partner from our home.

Thank you, Nicholas Reggars and Erin Fromherz



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

Date: 3/31/15

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。如果您需要協助來了解本項公告，請致電 415-252-4602。

Notice of Receipt of Report Of Alleged Wrongful Eviction

**IN RE: 73 HILL STREET
CASE NO. E160473**

Nicholas Reggars
73 Hill Street
San Francisco, CA 94110
(Tenant Petitioner)

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

Anna Kihagi Swain
584 Castro Street #199
San Francisco, CA 94114
(Landlord Respondent)

This notice acknowledges receipt of a Report of Alleged Wrongful Eviction.

Under the San Francisco Residential Rent Stabilization and Arbitration Ordinance landlords are required, when they are attempting to evict a tenant, to state a reason for the eviction. The reason must be one of the sixteen (16) "just causes" stated in the Ordinance. The notice to vacate must be in writing, state the grounds under which possession is sought, and that advice regarding the notice to vacate is available from the Residential Rent Stabilization and Arbitration Board.

This Report of Alleged Wrongful Eviction indicates that:

SEE ATTACHMENT

LANDLORD: Please complete the enclosed form(s) and return within seven (7) days of receipt of this notice.

WARNING TO LANDLORD:

Whenever the landlord seeks to recover, or actually recovers, possession of a rental unit in violation of the Rent Ordinance, that landlord may be found guilty of a misdemeanor, and the tenant, or the Rent Board, may bring a civil action (lawsuit) for an injunction or treble damages (money), or both, and attorney fees. If the landlord is found guilty of a misdemeanor, he may be punished by a fine of not more than \$2000 or by imprisonment in the County jail for a period of not more than six months, or both.

WARNING TO TENANT:

If the landlord is seeking to evict you, he must give written notice. Additionally, the notice must contain a "just cause" for the eviction. Furthermore, if you do not vacate at the end of the notice period, the landlord must start an Unlawful Detainer Action against you in order to remove you from the rental unit. A copy of the Unlawful Detainer Complaint and Summons must be served on the tenant, after which the tenant has the right, and the opportunity, to file a response within 5 days. The case will be set for a hearing at which time the tenant can present defense. If a response is not filed, the landlord may obtain a default. Only after this hearing, if the tenant loses, can the Court order that the tenant vacate the rental unit. If the Court orders the tenant to vacate, the Sheriff may evict him or her. **IT IS STRONGLY RECOMMENDED THAT THE TENANT SEEK LEGAL ASSISTANCE IN DEFENDING ANY EVICTION PROCEEDING.**

*If you have any questions regarding this case, please contact Aaron Morrison at 252-4611.
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*



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

Date:

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ATTACHMENT

**IN RE: 73 HILL STREET
CASE NO. E150473**

Tenant petitioner Nicholas Reggers reports that he believes that the landlord, Anna Swain, is attempting to recover possession of the unit through harassment. He reports that the landlord removed access to garage and laundry facilities. He also reports that the landlord said her sister would move into the tenant's apartment but has not given a proper notice for relative move-in. He further reports that when confronted about the situation, the tenant threatened to install surveillance cameras to watch the tenants. The tenant believes that these acts are in retaliation for the tenant allowing city inspectors to enter the building on March 4, 2015.

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



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

Date: 3/31/15

Esta notificación puede afectar a sus derechos como propietario o inquilino. Si necesita ayuda para entender este aviso, por favor llame al 415-252-4602.

本項公告可能會影響您身為房東或房客之權利。如果您需要協助來了解本項公告，請致電 415-252-4602。

Response to Receipt of Report Of Alleged Wrongful Eviction

**IN RE: 73 HILL STREET
CASE NO. E150473**

Nicholas Reggars
73 Hill Street
San Francisco, CA 94110
(Tenant Petitioner)

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

Anna Kihagi Swain
584 Castro Street #199
San Francisco, CA 94114
(Landlord Respondent)

1. I agree or disagree with the allegations contained in the Notice of Receipt of Report of Alleged Wrongful Eviction for the following reasons (continue on separate sheet if necessary):

2. The Rent Ordinance requires under §37.9(c) that a landlord shall not endeavor to recover possession of a rental unit unless at least one of the grounds enumerated in Section 37.9(a) or (b) is the landlord's dominant motive for recovering possession and that the landlord informs the tenant in writing on or before the date upon which notice to vacate is given of the ground upon which possession is sought.

Please sign, date and return the following affidavit:

I hereby declare under penalty of perjury under the laws of the State of California that the ground stated in the Notice to Vacate is my dominant motive for seeking recovery of possession of the rental unit.

(signature of landlord)

(print name)

Executed on _____, at _____
(date) (city and state)

Please complete this form, make a copy of it, send the copy to the tenant, and return the original to the Rent Board office. Thank you.
Due Date: 4/12/2015

If you wish us to contact your attorney or other designated agent/representative regarding this case, please so indicate by providing his/her address below:

*If you have any questions regarding this case, please contact Aaron Morrison at 252-4611.
Our hours of operation are 8:00 AM - 5:00 PM Monday through Friday.*