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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 SYLVIA SMITH IN  
SUPPORT OF PRELIMINARY INJUNCTION  
WITH EXHIBIT A

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, Sylvia Smith, 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 71 years old. I am a great-grandmother, retired volunteer school  
6 crossing guard of St. James Elementary School, and retired mail carrier with the U.S. Postal  
7 Service. I am also disabled.

8 3. For 43 years, since approximately 1975, I have continuously been a tenant of 1139  
9 Guerrero Street, San Francisco, California (hereinafter, "1139 Guerrero"), a two-bedroom, one-  
10 bathroom, rent-controlled apartment. When I first moved in, I lived with my husband and two  
11 children, and I raised my family in the apartment. I currently live with my grandson Efren Delgado,  
12 and pay \$1007.54 per month in rent. This multi-unit residential apartment building is located at  
13 Guerrero and Elizabeth Streets in San Francisco's Mission District.

14 4. The original owners of 1139 Guerrero were Joseph Carraro and Bernice Gordon, and  
15 I had a very good and trusting relationship with them. While they have both since passed away, I  
16 remain on good terms with their grandchildren, who live in Arizona. It is my understanding that  
17 Defendant ANNE KIHAGI aka ANNA KIHAGI aka ANNA SWAIN aka ANNE KIHAGI SWAIN  
18 aka ANNA KIHAGI SWAIN ("KIHAGI") purchased the property at 1135-1139 Guerrero Street on  
19 June 13, 2014 through her entity, Defendant RENKA PROP, LLC ("RENKA"). Following the  
20 acquisition of our building, Defendant KIHAGI began a campaign of harassment, intimidation and  
21 retaliation against me.

22 5. In my initial encounters with Defendant KIHAGI, she variously held herself out to  
23 me as an inspector or representative of Paragon Real Estate, as the manager of the building, and  
24 ultimately as the owner of the building.

25 6. My initial contact with Defendant KIHAGI was in approximately June 2014, when I  
26 received a letter from Paragon Real Estate, posted on my apartment door, stating that the potential  
27 buyer of 1135-1139 Guerrero was going to inspect the property. Shortly after I received the letter, I  
28 met Defendant KIHAGI and a representative of Paragon Real Estate, and invited Defendant

1 KIHAGI into my apartment and we sat down at my dinner table with my grandson, Efren Delgado.  
2 At the meeting, Defendant KIHAGI repeatedly told me she was a representative of Paragon Real  
3 Estate, and told me she “had good news and bad news” for me. According to Defendant KIHAGI,  
4 the bad news was that the new owners, the “association,” wanted me to move out “immediately.”  
5 The “good news,” according to Defendant KIHAGI, was that Defendant KIHAGI could give me  
6 five additional months to move out, because she was “a good Christian.” During this conversation,  
7 Defendant KIHAGI told me repeatedly that she was a Christian. I repeatedly told Defendant  
8 KIHAGI that I was a protected tenant, and that I was not going to move out. Defendant KIHAGI  
9 offered me \$20,000 to move-out, and an additional \$5,000 due to my disability, as a buy-out so I  
10 would vacate the unit. I refused Defendant Kihagi’s offer, and Defendant KIHAGI stood up from  
11 the kitchen table. As she was walking out of my unit and down the hall, she told me “you better  
12 start packing, lady.”

13 7. On or about June 27, 2014, I made a complaint to the San Francisco Department of  
14 Building Inspection (“DBI”) for malfunctioning and leaking windows and damaged floors in my  
15 apartment that moved and shifted when I walked. I had tried to call Defendant KIHAGI to report  
16 the problems with my apartment, but she answered the phone and said she “didn’t answer private  
17 calls” and hung up on me. After I reported the problems to DBI, it took several months, until  
18 approximately October 2014, for Defendant KIHAGI to repair the flooring in my apartment. At one  
19 point, Defendant KIHAGI was in my apartment when her workers were making repairs to my  
20 windows, I asked Defendant KIHAGI when she would fix my uneven floor. Defendant KIHAGI  
21 told me in response: “Fuck off” and “For the peanuts you pay me you don’t deserve a new floor.”  
22 During this conversation, Defendant KIHAGI was very aggressive to me, and got right in my face,  
23 scaring me.

24 8. Defendant KIHAGI and her workers did a poor job of the flooring repair, and as a  
25 result I tripped on the floor in approximately March 2015. My face turned black and blue, and I  
26 broke my dentures. To this day, I have not been able to afford the approximately \$5000 it will cost  
27 to replace my dentures, I cannot bite or eat hard foods, and my mouth is frequently covered in  
28 blisters.

1           9.       In approximately July 2014, I received a copy of the new House Rules posted to my  
2 front door, and it is my understanding that the other tenants in 1135-1139 Guerrero also received the  
3 same House Rules. The House Rules were multiple pages long and included several draconian  
4 terms, including requiring tenants to notify Defendant KIHAGI whenever we would leave on  
5 vacation, refusing to allow tenants to keep pets, and refusing to allow tenants to have guests for  
6 more than seven consecutive days, or 15 days in a calendar year without prior written consent. The  
7 House Rules related to guests particularly affected me and changed the terms of my tenancy in  
8 material ways, as my grandchildren and great-grandchildren frequently come and stay with me.  
9 The House Rules also required tenants to maintain their own garbage service, which had previously  
10 been provided by the landlord.

11           10.       On two separate occasions, the utilities to 1135-1139 Guerrero were shut-off. First,  
12 on or about August 6, 2014, the water to the building was shut-off. I saw a man from the water  
13 company turning off the water to the building from outside my window, and spoke with him to ask  
14 what was going on. He told me that Defendant KIHAGI had not paid the water bill, so the water  
15 was being shut-off. I understand that the water shut-off was reported to DBI, and that the water was  
16 restored later that evening.

17           11.       Second, in September 2014, for seventeen days, the common areas of the building  
18 had no power or lighting. During this time, the front door bells, entry buzzer, and fire alarm did not  
19 work, and the common areas and staircases were pitch black and difficult for me to navigate. I had  
20 to use my cell phone to light my way, until I purchased a small camping light to light the landing at  
21 the top of the stairs to my apartment. I was scared to go outside my apartment in the dark at night,  
22 because I could not see my way. Whenever I had a visitor, I had to go down the stairs in the dark to  
23 let them in, as the entry buzzer in my unit that allowed me to unlock the front door for visitors was  
24 not working. I also missed packages that were supposed to be delivered to me, as the doorbell was  
25 not working. As a result of the loss of utilities, I filed a Rent Board action for reduction of services,  
26 with the assistance of Causa Justa.

27           12.       In August 2014, Defendant KIHAGI locked the door to the shared backyard, so that I  
28 and the other tenants in the building could no longer access it. At the same time, Defendant

1 KIHAGI and her agents notified me, and I understand the other tenants at 1135-1139 Guerrero as  
2 well, that we could no longer use the six storage units in the basement. I attempted to go downstairs  
3 to the backyard, and was met with three workers breaking down and destroying the storage units. I  
4 asked the workers in Spanish what was happening to the backyard and the storage, and they told me  
5 to talk to the owner. I began to take photographs of the workers destroying the storage units, and  
6 one worker slammed the door to the storage area in my face, knocking my glasses askew. Before  
7 Defendant KIHAGI purchased the property, I often enjoyed use of the back yard, including having  
8 parties with my kids. Now, the area where the storage units used to be located is dirty, and I have  
9 seen large rats coming out of the area. Defendant KIHAGI and her agents keep traps for the rats,  
10 and I have seen rats in the traps.

11 13. Defendant KIHAGI also changed the locks to the area where the garbage bins were  
12 located in the basement, and as a result the trash collectors could not access the trash bins for  
13 approximately one month. During this time, the trash for the building accumulated, and smelled  
14 and attracted flies.

15 14. In December 2014, the mailman's key to the front door of the building disappeared  
16 from its lockbox, and as a result the mailman was unable to access our mailboxes to deliver our  
17 mail. For approximately six weeks, from December 2014 to January 2015, I did not receive any  
18 mail at home, and had to take a taxi cab or travel on two buses every day to retrieve my mail,  
19 including needed prescription medications, from the post office. It is my understanding that several  
20 tenants contacted Defendant KIHAGI by telephone and text message during this time in an attempt  
21 to get her to fix the situation. I personally spoke with someone at the post office about the problem,  
22 and they told me they could not do anything about the situation without receiving a new master key  
23 so they could access the mailboxes at 1135-1139 Guerrero. One of the other tenants at 1135-1139  
24 Guerrero eventually gave the postman a new master key, and mail service was subsequently  
25 restored.

26 15. On December 20, 2014, at 4:10 p.m., in retaliation for refusing Defendant KIHAGI's  
27 buyout offer, reporting maintenance issues to DBI, and asserting my rights as a tenant, I received a  
28 Three-Day Notice To Quit signed by attorney Karen Uchiyama on behalf of Defendant RENKA, for

1 a host of false accusations of supposed and trumped-up nuisance and lease violations. The Notice  
2 To Quit was dated December 19, 2015. The false allegations in the Three-Day Notice To Quit  
3 included: subletting part of my apartment to my grandson, Efren Delgado; subletting part of my  
4 apartment to my godson, Collin Wilson; charging subtenants more than their proportional share of  
5 the rent; profiting over the landlord by charging subtenants more than what I pays in rent to  
6 Defendant RENKA; using the premises as an unlicensed business; lying about my past rent  
7 increases to Defendant RENKA so Defendant RENKA could not determine my true allowable base  
8 monthly rent; damaging my unit beyond regular wear and tear; deliberately damaging the premises  
9 in order to lodge complaints with governmental agencies in order to harass Defendant RENKA;  
10 smoking marijuana on the premises without providing Defendant RENKA with a medical marijuana  
11 card; selling and distributing marijuana to others on the premises without medical marijuana cards;  
12 retaliating against the owner for requesting written applications from subtenants, by complaining  
13 about property conditions that have been abated; failing to pay for repairs of items damaged by my  
14 own negligence; and denying Defendant RENKA's repairmen access to my unit. Attached hereto  
15 as **Exhibit A** is a true and correct copy of the Three Day Notice To Quit that I received on  
16 December 20, 2014.

17 16. After I received the Three-Day Notice To Quit, I continued to pay my rent, but  
18 Defendant KIHAGI has not accepted my rent checks.

19 17. Tired of the harassment and abuse I had endured at the hands of Defendant KIHAGI,  
20 I filed for a temporary restraining order in San Francisco Superior Court on December 22, 2014, for  
21 elder abuse. I attempted to serve Defendant KIHAGI at Defendant RENKA's address of record, but  
22 was told the address was a private mailbox rental facility and not a proper address to effect service.  
23 As a result, my temporary restraining order was denied without prejudice on January 14, 2015.

24 18. On January 16, 2015, Defendant RENKA filed an unlawful detainer action against  
25 me in San Francisco Superior Court. Appearing in *pro per*, I demurred to the Complaint, which  
26 was sustained with leave to amend on March 9, 2015, and Defendant RENKA filed an amended  
27 Complaint on March 16, 2015. I then obtained legal counsel, being represented by Legal  
28 Assistance to the Elderly, who filed a motion to strike on March 27, 2015, which was denied on

1 April 28, 2015. I filed an Answer on May 21, 2015. Defendant RENKA's lawsuit against me is  
2 ongoing.

3 19. On March 4, 2015, I invited City inspectors into my unit at 1139 Guerrero, to  
4 perform a noticed code enforcement Task Force inspection for code violations. Before the City  
5 inspectors came to my unit, two large, bulky paramilitary-like security guards dressed in black  
6 attempted to open my front door, testing my door knob. I opened my front door, and asked if they  
7 were with the City. They said "no" and went downstairs. These security guards were mean,  
8 aggressive and scared me. It is my understanding these security guards were hired by Defendant  
9 KIHAGI. I saw Defendant KIHAGI outside the front of the building from my window. I overheard  
10 Defendant KIHAGI telling the City inspectors that they could not inspect the common areas of the  
11 building.

12 20. In retaliation for cooperating with City inspectors, Defendant KIHAGI installed a  
13 video surveillance camera directly facing my front door on or about March 23, 2015. I believe that  
14 the surveillance camera captures at least a portion of the interior of my apartment, which is  
15 intrusive, disturbing, and a gross invasion of my privacy.

16 21. As a result of the City's inspection of 1135-1139 Guerrero, it is my understanding  
17 that several violations of the San Francisco Housing Code were identified, including violations in  
18 my unit. When Defendant KIHAGI has notified me of her intent to enter my unit to perform  
19 repairs, she has told me that she and her workers will arrive sometime over a span of several days,  
20 such as between Friday and Thursday, and between a wide range in time, such as between 9:00 a.m.  
21 and 4:00 p.m. Worried that Defendant KIHAGI or her agents were going to make unauthorized  
22 entry into my apartment when I was not home, I would change my plans, such as cancelling  
23 doctors' appointments, and wait around for Defendant KIHAGI and her workers all week, only for  
24 them to arrive at the end of the day on the last day noticed, and sometimes as late as 4:25 p.m when  
25 the notice was for 9:00 a.m. to 4:00 p.m. On other occasions, Defendant KIHAGI and her workers  
26 have failed completely to appear during the noticed time for repairs. Defendant KIHAGI has  
27 repeatedly engaged in this conduct.  
28

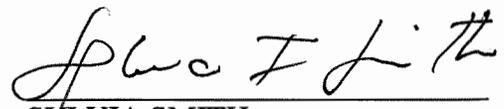
1           22.    To this day, I continue to feel harassed and retaliated against by Defendant KIHAGI  
2 and her agents. For example, Defendant KIHAGI has entered my apartment on three separate  
3 occasions while I have been home, without my consent and without providing me with any notice.  
4 On the second occasion, in approximately June 2015, I was sick with the shingles. Because  
5 Defendant KIHAGI had made an illegal entry into my unit before, I had installed a chain lock to the  
6 inside of my door to prevent unauthorized entry, and on this occasion I had posted a notice on my  
7 door requesting that Defendant KIHAGI and her agents not enter my unit. Defendant KIHAGI  
8 opened my front door, but she could not open it fully because of my chain lock. I got out of bed,  
9 and met Defendant KIHAGI at the front door, telling her I was sick. Defendant KIHAGI asked me  
10 “when the hell are you getting better,” and I closed the door. On another occasion, Defendant  
11 KIHAGI told me “I’m going to kick you out of the house.”

12           23.    Defendant KIHAGI has also had several of her workers attempt to enter my  
13 apartment when I am alone in my apartment. Her workers refuse to provide me with identification  
14 when I ask them, and I have not allowed them into my apartment when I am alone. The workers,  
15 who are performing construction work in the building, leave the building dusty and dirty. As a  
16 result, I have to frequently take medication for the dust.

17           24.    The experiences in dealing with Defendant KIHAGI and her agents has caused me  
18 needless stress and anxiety, and I am fearful that Defendant KIHAGI will harass me and enter my  
19 apartment without notice. I now feel sad and depressed, and frequently suffer bouts of crying. I  
20 also suffer from panic attacks, and have trouble sleeping and eating.

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

23 DATED: 9-28-15

24   
25 SYLVIA SMITH  
26 Current tenant of 1139 Guerrero Street  
27  
28

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  
Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

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

6 DECLARATION OF SYLVIA SMITH IN SUPPORT OF PRELIMINARY INJUNCTION WITH  
7 EXHIBIT A

8 on the following persons at the locations specified:

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

10 VIA PERSONAL DELIVERY AND  
11 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

12 in the manner indicated below:

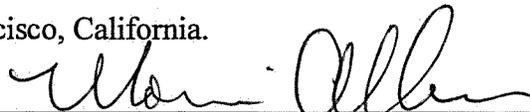
13  **BY PERSONAL SERVICE:** I sealed true and correct copies of the above documents in addressed  
14 envelope(s) and caused such envelope(s) to be delivered by hand at the above locations by a professional  
messenger service. A declaration from the messenger who made the delivery  is attached or 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

16  **BY OVERNIGHT DELIVERY:** I sealed true and correct copies of the above documents in addressed  
17 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.  
18 In the ordinary course of business, the sealed envelope(s) that I placed for collection would be collected by a  
courier the same day.

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

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

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

23   
24 MORRIS ALLEN

**INDEX TO EXHIBITS**

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<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	Three Day Notice to Quit to Sylvia Smith and All Occupants of 1139 Guerrero received December 20 4:10 pm

# EXHIBIT A

### THREE DAY NOTICE TO QUIT

**TO: SYLVIA SMITH, AND ALL OCCUPANTS IN POSSESSION** of the real property commonly known as 1139 Guerrero Street, San Francisco, CA 94110 ("the Premises.")

PLEASE TAKE NOTICE that you have violated California state law 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... (4) The tenant is using or permitting a rental unit to be used for any illegal purpose...

According to your rental agreement and written Addendum to it dated July 1, 1999, and the written House Rules served in July 2014:

"The 'Original Tenants' listed above understand and agree that they may not sublet, assign, or in any way change roommates or the tenancy without informing Lessor and obtaining prior written consent as stated in the Rental Agreement. A handling fee of fifty dollars (\$50) will be charged to prospective "New Co-Tenants" to cover the costs of credit checking and other expenses involved in proceeding the application and entering into the Addendum. Any "New Co-Tenant" must agree to the rent being increased to full market value when all "Original Tenants" have vacated the premises. Tenants understand if they fail to comply with any of the above covenants, such will be a breach of this Agreement and could result in an eviction action being commenced for the breach of other appropriate remedies...

1. At least thirty (30) days prior to any one of the tenant's vacating the premises, the remaining tenants hereby agree to:
  - (a) Inform Lessor, in writing, of the fact that one, or more, of the tenants will be moving; and
  - (b) Satisfy income requirements, pass a credit check based upon the financial status of the remaining tenants or the remaining tenants and any proposed New Co-Tenants, such qualifications for the purpose of satisfying the financial requirements, including the requirement that any proposed New Co-Tenant file, with Lessor an APPLICATION in the form then utilized for that purpose by Lessor.

Tenants hereby agree that if they do not satisfy the above conditions, they will immediately vacate the premises and return the keys to Lessor."

California Code of Civil Procedure Section 1161(4) further provides that a tenancy may be terminated for the tenant "assigning or subletting... contrary to the conditions or covenants of his or her lease, or maintaining, committing or permitting the maintenance or commission of a nuisance upon the premises... upon service of three days' notice to quit..."

YOU HAVE VIOLATED AND CONTINUE TO VIOLATE the foregoing Rent Ordinance, your written rental agreement, and state law: 1) by subletting part of the Premises to your grandson without making a written request to the Owner; 2) by subletting part of the Premises to an adult man named "Collin," without notice to the Owner or the prior written consent of the Owner; 2) by subletting part of the Premises to two other persons and thereby exceeding the occupancy limitation (exceeding one-on-one replacement) contemplated by your original rental agreement; 3) by subletting part of the Premises without notice to the Owner prior to the subtenant moving in; 4) by allowing strangers to move into the Premises without making any written request to the Owner and ignoring the Owner's requests for written applications after discovering new occupants; 5) by charging your subtenants more than the subtenant(s)' proportional share of the total current monthly rent that you pay to the Owner for the housing and housing services of which your subtenant(s) share, use and occupy at the Premises; 6) by profiting over the Owner by charging more rent to your unauthorized subtenants than the rent paid to the Owner; 7) by using the Premises as a unlicensed business to make income for yourself that you do not declare as income to the governmental taxing authorities, and while owning a residential property elsewhere and holding it out to the taxing authorities as your principal residence; 8) by creating a nuisance in the building and substantially interfering with the comfort, security and enjoyment of the current Owner and past owners by: (a) lying about your prior rent increases so your true allowable base monthly rent could not be determined; (b) failing to maintain and keep the Premises clean and sanitary, and damaging it beyond reasonable wear and tear, so that carpeting and paint must be replaced more frequently than by normal use; (c) by deliberately and regularly damaging the Premises and sabotaging the Premises in order to lodge complaints with governmental agencies as if the conditions were caused by the landlord's neglect, for the purposes of harassing the landlord, and to get financial and undue benefits by making such complaints; (d) by acting in bad faith by complaining about the condition of the Premises to the Owner in order to get upgrades after renting and accepting the Premises with the older conditions complained of; (e) by smoking marijuana in and about the Premises without producing a medical marijuana card to the Owner, and by allowing the odor of marijuana to permeate into the common areas of the building and annoying others by it; (f) by illegally selling and/or distributing marijuana to other people in or about the building who do not have medical marijuana cards; (g) by retaliating against the Owner for requesting written applications from your unauthorized subtenants in various ways, including, but not limited to, making repeat complaints about conditions already abated at the Premises after your prior complaints; (h) by failing to shut the windows while smoking marijuana at the Premises and allowing rain water to enter the Premises through the window; (i) by collecting recyclable trash and bottles and leaving them in the common areas of the building (ie., near the water heaters, on the back stairs) rather than storing them inside the Premises; (j) for failing to pay for repairs of things caused by your own negligence or misuse or that of your subtenant(s) and invitees; (k) by denying

access to the Owner's contractors/workers after having received proper written notice of their visit(s) and harassing them by making unreasonable demands upon them; (l) by failing to abide by the written House Rules by your ongoing acts and omissions that interfere with the comfort, safety and enjoyment of other tenants, neighbors and management of the apartment building and jeopardizing the building's insurance; and (m) for showing no respect for the Owner or the applicable laws, statutes, and reasonable rules of conduct and procedures that are known to you, and have always been known to you during your tenancy.

PLEASE TAKE FURTHER NOTICE that 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, RENKA PROP LLC. Curing the curable offenses described above will not prevent the termination of your tenancy as other offenses are not curable by law. Your failure to vacate the Premises within the designated three-day period may result in legal action being taken against you by your landlord to: (1) declare a forfeiture of your rental agreement, (2) recover possession of the Premises, (3) recover any rent due for the period covered by this Notice, (4) recover damages for each day that you occupy the Premises after the period covered by this Notice, 5) court costs.

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), 37.9(a)(3), 37.9(a)(4) therein, and state law.

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: December 19, 2014.

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

False  
Date →

Received Dec. 20th  
4:10 PM