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CITY AND COUNTY OF SAN FRANCISCO and
11 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 BRIAN P. SMYTH IN
SUPPORT OF PRELIMINARY INJUNCTION
WITH EXHIBITS A THROUGH G

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

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

1 I, Brian P. Smyth, 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 51 years old, and am an electrical engineer by training and I presently
6 work as a systems engineer at Zeiss, on a team that makes x-ray microscopes.

7 3. Since 2001, I have continuously been a tenant of 73A Hill Street, San Francisco,
8 California, a one-bedroom, one-bathroom, rent-controlled unit in a five-unit residential building at
9 69-75 Hill Street (the "Hill" property), near Guerrero Street, in San Francisco's Mission District. I
10 live alone. I originally paid \$1,700 per month in rent (\$1,600 for the apartment plus \$100 for a
11 covered parking space), but over the years, my rent has been increased to \$1,926 per month,
12 including parking.

13 4. During my entire tenancy at the building, my rent has included trash removal,
14 covered parking, laundry facilities, and my original lease specifies that I have a parking space in the
15 garage.

16 5. In April or May 2014, our then-landlord, Chris Vanderstaay, with whom I enjoyed a
17 good relationship, listed the Hill property for sale. It is my understanding that, around July 2014,
18 the Hill property was purchased by Defendant ANNE KIHAGI aka ANNA KIHAGI aka ANNA
19 SWAIN aka ANNE KIHAGI SWAIN aka ANNA KIHAGI SWAIN ("KIHAGI") and Defendant
20 CHRISTINE MWANGI aka CHRISTINA MWANGI aka CHRISTINE JOHNSON ("C.
21 MWANGI") through their entity, Defendant ZORIAL, LLC ("ZORIAL"). Following the
22 acquisition of the building, Defendant KIHAGI began a campaign of harassment, intimidation and
23 retaliation against the tenants.

24 6. I was on vacation for approximately the last week of July 2014, through
25 approximately August 8, 2014. When I returned from my vacation, I found a letter dated June 26,
26 2014, from Defendant ZORIAL under my door, notifying me that "Anna Swain" will be my
27 primary contact and providing an address for me to mail rent checks to Defendant ZORIAL at

1 P.O. Box at 584 Castro Street, San Francisco. A true and correct copy of the letter is attached
2 hereto as **Exhibit A**. Also slipped under my door was a copy of new “HOUSE RULES,” dated July
3 26, 2014. A true and correct copy of the House Rules is attached hereto as **Exhibit B**. I was
4 surprised that the House Rules demanded that I vacate if I did not agree to be bound by them. I did
5 not respond to the new House Rules.

6 7. Around the same time, I received another letter from Defendant ZORIAL, also
7 dated July 26, 2015, purporting to change the terms of my original written lease regarding
8 attorney’s fees. A true and correct copy of which is attached hereto as **Exhibit C**.

9 8. When Defendant KIHAGI and her agents took over the building, they reduced the
10 number of recycle bins from two to one. As a result, the recycle bin would become full and I would
11 have to wait until the following week to get rid of my recyclables. In addition, after Defendant
12 KIHAGI and her agents purchased the building, the coin-operated laundry machines in the garage
13 that the tenants enjoyed use of would become full of coins so that we could not do our laundry.
14 Defendant KIHAGI failed to maintain the machines in a usable condition, and the tenants would
15 have to call the laundry company for it to come and remove the coins.

16 9. On two different occasions, in approximately mid-November 2014 and February
17 2015, the power to the common areas of the property was cut-off for several days. As a result, the
18 back staircase leading down from my apartment to the garage was pitch black and I could not see
19 the staircase when walking up or down the stairs, navigating by feel. There were also no lights in
20 the front entryway to the apartments and in the alley beside the garage and to access the garbage.
21 Because the common areas were so dark, I used a flashlight to access the common areas at night.

22 10. On December 12, 2014, a letter dated December 9, 2014, was slipped under my door
23 informing me that Defendant KIHAGI/ZORIAL intended to perform a seismic retrofit in the
24 garage, which would affect my parking space and the parking space of my neighbor Nick Reggars
25 (Unit 73). The letter stated that my rent would be reduced by \$100, and that I would no longer have
26 parking at the property as of January 1, 2015. Nick and I both contacted the San Francisco Rent
27 Board regarding the supposed retrofit, and we each filed a Report of Alleged Wrongful Severance

1 for Defendant KIHAGI's attempt to terminate our parking. I am informed and believe that
2 Defendant KIHAGI was first required to obtain a permit to perform the alleged seismic retrofit, and
3 that she would be required to give notice to the tenants *after* obtaining the permit. As far as I know,
4 Defendant KIHAGI has never obtained a seismic retrofit permit for the Hill property. I am also
5 informed and believe that Defendant KIHAGI was not entitled to terminate our space entirely for a
6 seismic retrofit, and that instead she should have suspended our parking for the duration of the
7 retrofit and reinstated our parking after the retrofit was completed.

8 11. I continued to park my car in the garage. On January 22, 2015, I received a letter
9 slipped under my door dated January 19, 2015, from Defendant KIHAGI/ZORIALI letter stating
10 that she would be changing the locks immediately to prevent me from parking in the garage. The
11 letter also included a check for \$50, purportedly representing a partial refund of the \$100 I paid for
12 my parking space for January, as I would apparently no longer have access to my parking space.
13 My neighbor Nick Reggars (Unit 73) also received a similar check for the same thing. I never
14 cashed my check and to my knowledge, Nick never cashed his either. On my February 2015 rent
15 check, I saw that Defendant KIHAGI had written "under reservation of right," which I believed was
16 related to the contested parking space issue. I filed a second Report of Alleged Wrongful Severance
17 with the San Francisco Rent Board for Defendant KIHAGI's attempt to terminate my parking.

18 12. On March 4, 2015, the City conducted inspections of the property. I was unable to
19 be there in person, but I gave a signed consent form and a key to my unit to Nick Reggars, and
20 requested he facilitate the City's access to my unit. It is my understanding that City inspectors were
21 granted access to my unit by Nick Reggars and that City inspectors performed an inspection of my
22 unit.

23 13. It is my understanding that immediately following the City's inspections, Defendant
24 KIHAGI retaliated against the tenants for cooperating with the City's inspectors. It is my
25 understanding that only a few hours after City inspectors completed their inspections, Defendant
26 KIHAGI boarded up the garage and laundry room access from the back stairs, and changed the lock
27 on the front door to those areas, locking-in my car which was parked in the garage. Defendant

1 KIHAGI sent me a text message the same night, telling me: “your car that you insist on parking in
2 the garage will be towed tomorrow. you have received numerous warnings to move it. just another
3 courtesy warning.” A true and correct copy of an enlarged screen shot of the text message is
4 attached hereto as **Exhibit D**. I filed a third Report of Alleged Wrongful Severance with the San
5 Francisco Rent Board on March 11, 2015, for Defendant KIHAGI’s unilateral severance of the
6 laundry and access to the garage, and filed a fourth Report of Alleged Wrongful Severance with the
7 San Francisco Rent Board the same day for Defendant KIHAGI’s termination of my parking by
8 locking my car in the garage.

9 14. Notwithstanding the fact that Defendant KIHAGI barricaded the garage from the
10 back staircase and changed the locks to the front door to the garage, I continued parking my car in
11 my parking spot in the garage, and continued to pay my full rent, including the \$100 for my parking
12 space. On March 20, 2015, while I was at work in Pleasanton, California, I received a call around
13 12 p.m. from Dale Duncan (Unit 71) to tell me that Defendant KIHAGI was at the property to tow
14 my car. Shortly after I spoke with Dale Duncan, around 12:40 p.m., Defendant KIHAGI called to
15 tell me that she was going to tow my car, and that I should have spoken with her instead of leaving
16 my car in the garage, implying that I should have moved my car out of the garage. I told Defendant
17 KIHAGI that I was entitled to the parking space, so why would I move it? Defendant KIHAGI
18 responded along the lines of, “I guess we’ll find out in court.”

19 15. Around 2 p.m. on March 20, 2015, Defendant KIHAGI called me again, and told me
20 that she was “being nice” by not “really” towing my car and was instead leaving my car in the
21 driveway to save me the towing expense. Defendant KIHAGI told me to move my car by 6 p.m.
22 that evening, because my car was in the way for people to access their parking space. In reality, my
23 car was somewhat blocking Dale Duncan’s parking space, but he managed to get around my car.
24 My car also slightly blocked another parking space rented by someone who does not live in the
25 building, but not to the extent that I blocked Dale’s parking space. That person should have been
26 able to navigate around my car. I left my car in the driveway for approximately two weeks.

1 16. I have since located and rented an uncovered parking space two blocks away from
2 the property for \$200 a month. I continue to pay my full rent on my unit, including the amount
3 included for my parking space which I can no longer access. Defendant KIHAGI sent me a letter
4 on July 3, 2015, for “overpaid rent” for the months of April, May and June, with three \$100
5 cashier’s checks, presumably for my parking. I did not cash any of those checks.

6 17. On March 20, 2015, Defendant KIHAGI also told me she was going to install
7 surveillance cameras to monitor the tenants at the Hill property. When I asked Defendant KIHAGI
8 where she was going to install the cameras, she replied it was “none of your business.” In the same
9 conversation, Defendant KIHAGI accused me of breaking the lock to the garage, and told me that
10 property damage was grounds for eviction. I told her that I didn’t break the lock. Not believing me,
11 Defendant KIHAGI repeated her threat of eviction. When I told her when I got home on March 4,
12 2015, the lock to the garage was already broken. Defendant KIHAGI told me that the lock was not
13 on the garage on March 4, 2015, which I know is not true.

14 18. At some point in March 2015, I noticed a security camera had been installed above
15 the garage door. I do not know if it is operational or not because I cannot see the wires for it, but
16 the camera immediately made me feel threatened because I had heard that Defendant KIHAGI had
17 installed surveillance cameras at her other residential properties, and now felt as if we were under a
18 microscope and getting the same treatment as her other tenants.

19 19. Because of the harassment and retaliation that I had thus far endured from Defendant
20 KIHAGI, I was afraid that Defendant KIHAGI’s harassment could go further, and could extend to
21 her making unauthorized entries into my unit. I decided to install a video surveillance camera in my
22 unit to document any unauthorized entries by her or her agents, which I installed on or about March
23 30, 2015.

24 20. On or about April 23, 2015 at approximately 10:00 a.m., Defendant KIHAGI called
25 me to ask how to access the water heater in my unit, and I told her where to find it in my kitchen
26 and how to access it. Defendant KIHAGI then requested access to my unit, and I asked her why she
27 needed to go in. I asked her if City inspectors were with her, and she did not answer, saying “I’m
28

1 here in the building, I just need to go in.” Defendant KIHAGI repeatedly told me she “needed” to
2 enter my unit and she was already at the building. I reluctantly agreed to grant Defendant KIHAGI
3 access to my unit.

4 21. When I arrived home late that evening, around 10:20 p.m., my front door was
5 unlocked. At the time, due to the harassment and retaliation that I had already endured from
6 Defendant KIHAGI, I thought she might have purposefully left my front door unlocked to send me
7 a message and as further harassment. I also found out a couple days later from Dale Duncan that
8 City inspectors were present with Defendant KIHAGI when she entered my unit. I wrote a letter to
9 Defendant KIHAGI on April 30, 2015, and complained that she was not straightforward with me on
10 the phone, when I specifically asked her why she needed to go in and if it was because the City
11 inspectors were there. I also complained about her leaving the door unlocked after leaving my
12 apartment. A true and correct copy of the letter I sent to Defendant KIHAGI is attached hereto as
13 **Exhibit E**. On or about May 16, 2015, I received a letter in the mail dated May 12, 2015 but
14 postmarked May 14, 2015, in response from Defendants KIHAGI/ZORIAL, a true and correct
15 copy of which is attached hereto as **Exhibit F**. I found the letter’s tone and contents odd and
16 confusing, and felt as if Defendant KIHAGI was accusing me of obstructing the City’s inspection of
17 my unit, when I had in fact granted Defendant KIHAGI access.

18 22. Tired of Defendant KIHAGI and her agents’ harassment and retaliation, my neighbor
19 Ben Hutchinson (unit 75) and I obtained a lawyer, Steven J. McDonald, and filed a lawsuit against
20 Defendants KIHAGI, ZORIAL, and C. MWANGI on July 21, 2015. Our lawsuit brings causes of
21 action for nuisance under Civil Code section 3479, breach of implied covenants, negligence,
22 unlawful tenant harassment under San Francisco Administrative Code Section 37.10B, and unlawful
23 and unfair business practices under Business and Professions Code Sections 17200-17208. The
24 underlying conduct and conditions alleged in our Complaint includes insufficient number of
25 garbage containers, overflowing trash, lack of lighting in the common areas, repeated electrical
26 utility service cut-offs due to Defendant KIHAGI’s failure to pay the power bills, inaccessible
27 mailboxes due to Defendant KIHAGI’s delay in providing mailbox keys, reduction in services

1 including parking, laundry, accessible mail, and garage bicycle storage, improper cord wiring,
2 inadequately serviced fire extinguishers, substandard unit repairs, improper obstruction to light and
3 ventilation, defective dryer vents and exhaust ducts, electrical defects, failure to adequately inspect
4 and maintain the building, abusing the landlord's right of access, wrongfully attempting to
5 intimidate and coerce us into vacating, interference with our quiet enjoyment.

6 23. Defendant ZORIALI filed a Demurrer on August 25, 2015, we filed our Opposition
7 on September 21, 2015, and Defendant ZORIALI filed its Reply on September 25, 2015. At the
8 October 2, 2015 hearing, the Court continued the hearing to November 6, 2015. The lawsuit is still
9 pending.

10 24. On October 9, 2015, I received a "60 Day Notice To Temporarily Vacate the
11 Premises" posted on my front door, signed by attorney Aleksandr Volkov, demanding that I vacate
12 my unit on or before December 15, 2015, for capital improvement and rehabilitation work. A true
13 and correct copy of the Notice is attached hereto as **Exhibit G**. The Notice states that my unit will
14 not be available for me to live in again until approximately March 2016. A modified version of the
15 notice was posted on my front door on or about October 13, 2015, which appears to me to be the
16 same excepting one page to an exhibit showing a plumbing permit, which was replaced. It is my
17 understanding that Ben Hutchison, my neighbor in Unit 75, also received the same notice on or
18 about the same date. We are the last two remaining tenants at the Hill property.

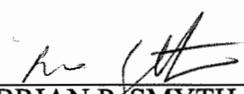
19 25. To this day, whenever I receive a letter, call, or text message from Defendant
20 KIHAGI, it leaves me feeling uneasy and is a source of stress. In particular, the prolonged ordeal
21 with my car became a constant source of stress, especially in March and April 2015. Now, after I
22 have received the 60-day Notice to Vacate, I have to find a place to live and move all of my
23 belongings for three months while my unit is under construction. My job can be very stressful, and
24 I usually would look forward to going home as a refuge and place to relax. Since Defendant
25 KIHAGI purchased the property, and in particular since the ordeal with my car and the Notice to
26 Vacate, work became a reprieve from the stress at home, and coming home became stressful.

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26. To this day, I have never personally met Defendant KIHAGI in person, although I have spoken with her on the telephone several times.

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

DATED: Nov 3, 2015



BRIAN P. SMYTH
Current tenant at 73A 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
Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

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

6 **DECLARATION OF BRIAN P. SMYTH IN SUPPORT OF MOTION FOR PRELIMINARY
7 INJUNCTION AND EXHIBITS A THROUGH G**

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:

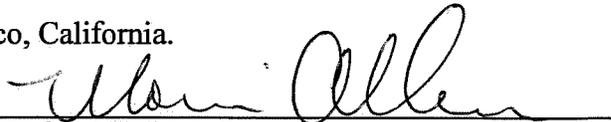
13 **BY PERSONAL SERVICE:** I sealed true and correct copies of the above documents in addressed
14 envelope(s) and caused such envelope(s) to be delivered by hand at the above locations by a professional
messenger service. A declaration from the messenger who made the delivery is attached or will
be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

15 **BY OVERNIGHT DELIVERY:** I sealed true and correct copies of the above documents in addressed
16 envelope(s) and placed them at my workplace for collection and delivery by overnight courier service. I am
17 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.

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

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

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

23 
24 MORRIS ALLEN

INDEX TO EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Letter from Zoriall LLC to Hill Street tenants re Notice of Change of Ownership and Management dated June 26, 2014
B	House Rules dated July 26, 2014
C	Letter from Zoriall LLC to Brian Smyth re Thirty Day Notice of Change in Terms of Tenancy dated July 26, 2014
D	Screenshot of the text message from Anna Swain sent to Brian Smyth on March 4, 2015
E	Letter from Brian Smyth to Anna Swain dated April 30, 2015
F	Letter from Zoriall LLC to Brian Smyth re Response to Letter Dated 04/30/2015 dated May 12, 2015
G	60 Day Notice to Temporarily Vacate the Premises to Brian Smyth re 73A Hill Street, San Francisco, California, dated October 9, 2015

EXHIBIT A

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

(415)-691-1264

June 26, 2014

All Tenants
69-75 Hill Street
San Francisco, CA 94110

Notice of Change of Ownership and Management

Dear Tenant(s),

We wish to inform you that the building is under new ownership and management effective 06/26/2014. My name is Anna Swain and I will be your primary contact.

Please note that all future rent payments should be made payable and mailed to:

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

Please let us know if there any changes to your contact information when you send out your May rent payments so we may easily reach you.

For all repairs, please feel free to text me at the above number or send a request by mail to the above address.

Except for the above mentioned change, and the changes in the separately noticed Change of Terms with the same date, all other terms of your Rental Agreement shall remain in force and effect. We look forward to meeting each and every one of you in the very near future.

Sincerely,



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

EXHIBIT B

HOUSE RULES

Dated: July 26, 2014

Effective: 30 Days from Receipt
California Civil Code Section 827

(These Rules supersede all other Apartment House Rules)

I. GENERAL

This document is an addendum and is part of your Rental Agreement for your rental unit at property location: **69-75 Hill Street, San Francisco, California 94110.**

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

II. USE

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

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

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

III. RENT TERMS

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

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

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

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

IV. NOISE AND CONDUCT

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

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

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

V. CLEANLINESS AND TRASH

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

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

VI. SAFETY/SECURITY

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

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

VII. MAINTENANCE, REPAIRS AND ALTERATIONS

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

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

VIII. NO WAIVER BY LANDLORD

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

IX. AUTHORITY OF INDEPENDENT CONTRACTORS

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

EXHIBIT C

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: Brian Smyth
73A 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 May 21, 2001. 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 D



< Anna Swain
(415) 691-1264



Hi Brian.your car that you insist on parking in the garage will be towed tomorrow. you have received numerous warnings to move it. just another courtesy warning

March 4

EXHIBIT E

Anna Swain
584 Castro St., #199
San Francisco, CA 94114

To Anna Swain,

Last Thursday morning, April 23rd, you phoned me to ask if you could enter my unit at 73A Hill St to look at the water heater, since you had not given me any notice. I said OK, even though you didn't tell me why you needed to actually enter the apartment. I don't know why you wouldn't tell me that the city inspector was there (as I found out afterwards), even though I asked if that was why you needed to enter.

When I got home that evening I found that the front door to my apartment had been left unlocked, which was something of a shock. Luckily it seems that nobody entered the apartment though it was apparently unlocked all day.

Sincerely,



4/30/2015

Brian Smyth
73A Hill St, San Francisco, CA 94110

EXHIBIT F

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

May 12, 2015

Brian P. Smyth
73A Hill Street
San Francisco, CA 94110

RESPONSE TO LETTER DATED 04/30/2015

Dear Brian,

It was not clear if your letter was about the fact that your door had been left accidentally unlocked or you were trying to raise concern that an inspector entered your unit. I informed and requested access to your unit. At the time of the request, only I and one worker needed to see the water heater. As you are aware I was not present at the time of inspection of your unit so I would have no awareness of what was going on in regards to the access.

After sorting out and removing screws to the door access to the heater, we saw that it was in good condition and was well vented. Given you had given me access, I agreed to invite the inspector to see the item that he claimed he had not seen at time of inspection. So what difference does it make to you whether I saw the heater and allowed the inspector to see the same heater since as you indicate you already gave me your permission to enter? It sounds bizarre that your letter is about the inspector seeing the heater which sounds like you hoped no one saw it for other ulterior reasons and it's not clear what purpose that serves other than just require additional visit to the unit? I would assume you would be delighted at the fact that no additional visit was required which is the reaction most would have.

In regards to your front door lock, my handyman locked it in the same manner as he opened it. When we were at the property, tenant in Unit 71, Dale Duncan, approached the inspector and informed the inspector that we had not given notice to your unit to which the inspector informed him that he had heard the conversation and my request to enter. Such conduct is quite suspect as I am not sure what Dale's goal was which sounds similar to your in regards to not clearing the correction items?

We locked the door as we opened it. It's possible that since several of you have given keys to each other the same tenant might have been checking that all was fine in your unit? You should consult him and see if that the case.

Else at this time we are happy that all your items were intact when you returned home and that we finished in regards to access of your unit.

Sincerely,



Zorill 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 G

60-DAY NOTICE TO TEMPORARY VACATE THE PREMISES

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

**73A HILL STREET, SAN FRANCISCO, CALIFORNIA, 94110;
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA,**
including any land, residence, or other fixtures and improvements, located on the above premises,
together referred herein as a "subject property" or "premises."

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

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

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

NOTICE IS FURTHER GIVEN THAT **YOU ARE REQUIRED TO TEMPORARY VACATE THE SUBJECT PROPERTY ON OR BEFORE DECEMBER 15, 2015**, which is over sixty (60) days from the date of service of this notice, and that YOU must temporary surrender possession of the subject property on or before that date to the landlord's duly authorized agent: Aleksandr A. Volkov, Esq., whose office is located at 211 Gough Street, Suite 116, San Francisco, CA 94102. Aleksandr A. Volkov can also be contacted via telephone, at (415) 987-7000. He is available Monday through Friday, 9 a.m. through 5 p.m. (for meetings in person, please call in advance to schedule an appointment).

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

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

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

(11) The landlord seeks in good faith to remove temporarily the unit from housing use in order to be able to carry out capital improvements or rehabilitation work and has obtained all the necessary permits on or before the date upon which notice to vacate is given, and does so without ulterior reasons and with honest intent. Any tenant who vacates the unit under such circumstances shall have the right to reoccupy the unit at the prior rent adjusted in accordance with the provisions of this Chapter. The tenant will vacate the unit only for the minimum time required to do the work. On or before the date upon which notice to vacate is given, the landlord shall advise the tenant in writing that the rehabilitation or capital improvement plans are on file with the Central Permit Bureau of the Department of Building Inspection and that arrangements for reviewing such plans can be made with the Central Permit Bureau. ... The tenant shall not be required to vacate pursuant to this Section 37.9(a)(11), for a period in excess of three months; provided, however, that such time period may be extended by the Board or its Administrative Law Judges upon application by the landlord. The Board shall adopt rules and regulations to implement the application procedure. Any landlord

who seeks to recover possession under this Section 37.9(a)(11) shall pay relocation expenses as provided in Section 37.9C. ...”

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

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

Copies of the obtained construction permits are attached herein as **Exhibit “B”** and provided simultaneously with this notice. The description of work is as follows: upgrade electrical wiring in the unit, including its kitchen and bath; and also includes installing a laundry in the unit, kitchen and bathroom remodeling.

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

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

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

NOTICE IS FURTHER GIVEN that YOU may have a right to receive additional relocation expenses pursuant to Residential Rent Stabilization and Arbitration Ordinance, Chapter 37, Section 37.9C. Each Eligible Tenant, who is 60 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of **\$3,701.00**. Half of that payment, **\$1,850.50**, shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and **\$1,850.50** of which shall be paid when the Eligible Tenant vacated the premises.

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

NOTICE IS FURTHER GIVEN that within thirty (30) days, counted from service on YOU of this notice of termination of tenancy, YOU must submit a statement, together with supporting evidence, if YOU are claiming to be a member of the class protected from eviction by Residential Rent Stabilization and Arbitration Ordinance, Chapter 37, Sections 37.9(i) or 37.9(j). Statement, together with supporting evidence, shall be submitted to the landlord’s authorized agent Aleksandr A. Volkov, Esq., via mail or delivered in person, to agent’s office, located at 211 Gough Street, Suite 116, San Francisco, CA 94102. Failure by YOU to submit, within the 30-day period, a statement to the landlord notifying about YOU allegedly being a member of the class protected from eviction by Residential Rent Stabilization and Arbitration Ordinance, Chapter 37, Sections 37.9(i) or 37.9(j) shall be deemed an admission that you are not a member of such class.

NOTICE IS FURTHER GIVEN that the total current monthly rent for the subject property **\$1926.00** and that, while YOU remain in possession of the subject property, rent remains due and payable through the end of this notice's period. YOU are still responsible for making the monthly rent payment for the month November 2015 in full, and for a pro-rated payment of \$869.68 for the first 14 days of the month of December 2015. Rent is due on the 1st day of the month for which the rent is paid. Rent payments shall be continued to be made to "ZORIAL, LLC." The amount of rent payable for the subject tenancy will not increase upon YOUR reoccupancy by more than the limitations set forth in Part IV of the Rules of the San Francisco Residential Rent Stabilization and Arbitration Board ("Board" or "Rent Board").

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

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

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

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

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

- 1) A copy of the San Francisco Administrative Code, Chapter 37, Section 37.9, including subsection 37.9(a)(11) [Exhibit "A"];
- 2) A copy of the obtained construction permits [Exhibit "B"];
- 3) A copy of the San Francisco Administrative Code, Chapter 37, Section 37.9C [Exhibit "C"];
- 4) A copy of the San Francisco Residential Rent Stabilization and Arbitration Board's "Relocation Payments for Evictions based on Owner/Relative Move-in OR Demolition/Permanent Removal of Unit from Housing Use OR Temporary Capital Improvement Work OR Substantial Rehabilitation" notice, version dated 1/21/15 [Exhibit "D"].

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

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

YOU ARE FURTHER NOTIFIED that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco, 25 Van Ness Avenue, Suite No. 320, San Francisco, CA 94102-6033; Telephone No. 415-252-4602.

NOTICE IS FURTHER GIVEN REGARDING INSPECTION OF THE PREMISES:

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

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

"State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

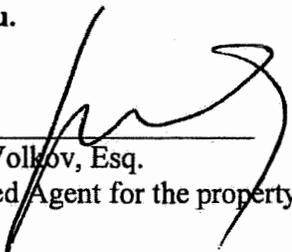
Notifying any subsequent occupants of the subject property by the present notice does not change the status of such subtenants or replacement tenants, and may not be deemed as a waiver of the applicable property owner's rights or as a recharacterization of such subtenants or replacement tenants as original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

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

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

This notice supersedes all prior notices previously served on you.

Date: 10/9/15



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

EXHIBIT «B»



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

PERMIT # PP20150921137 ISSUED

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

DATE AND TIME: 09/21/2015 03:42:21 PM

71 75 HILL ST

	RENEWAL	AMENDMENT	PID PERMIT #	
Job Location	71 HILL ST	Unit	Unit sfx	BLK/LOT 3617 / 036
	75 HILL ST	Unit	Unit sfx	BLK/LOT 3617 036

OWNER: BLDG APPL# 201504305033 EID PMT# District 9

Owner Name ZORIAL LLC Owner/Contact
 Owner Address 71 73 HILL ST SAN FRANCISCO CA Owner Phone

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

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

DESCRIPTION OF WORK COVERED BY THIS PERMIT:

UNITS 75 & 73A: INSTALL LAUNDRY EACH UNIT. UNITS 71 & 73: EACH UNIT: KITCHEN& BATHROOM REMODELING.

FEES:	MAX INSPECTIONS AVAILABLE	3	VALUATION	0.00	BLDG STDS ADMIN FUND	0.00
NUMBER OF ADDITIONAL INSPECTIONS	0 @	0.00 / 1 EA.	0.00	SURVEY:		0.00
NUMBER OF PLAN REVIEW HOURS:	0 @	0.00 / 1 EA.	0.00	MISCELLANEOUS:		0.00
NUMBER OF ADMIN HOURS:	0 @	0.00 / 1 EA.	0.00	FIRE SPRINKLER:		0.00
SINGLE RESIDENTIAL UNIT:			0.00	FIRE SPRINKLER (NEW/REMODEL):	0 @	0.00/ 1 EA.
PLUMBING INSTALLATION (WITHOUT)	3	UNITS	255.00	RESTAURANT (NEW/REMODEL):	0	OUTLETS
PLUMBING INSTALLATION (WITH):	0	UNITS	0.00	Web fee: 0.00	Penalty	0.00
NEW BOILER INSTALLATION:	0 @	0.00 / 1 EA.	0.00	Tech surcharge (2%)		5.10
OFFICE, MERC AND RETAIL BUILDING:	0 @	0.00 / 1 EA.	0.00	TOTAL PERMIT FEE:		260.10

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

DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY

Date	Initials	Remarks

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

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

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

Plumbing Inspector's signatures:

Rough In: _____

Date: _____

Final: _____

Date: _____

Valid For Issuance: Approved Date: 09/21/2015 03:37:26 PM

Chief Plumbing Inspector:

CUSTOMER COPY

Issued by: CVICTORI



PERMIT# **E201509241761**

Permit Issued date: **09/24/2015 11:30:41 AM**

Permit Issued By: CVICTORI
CUSTOMER COPY

Printed on: 09/24/2015 11:31:13 AM

Job Address	Block/Lot/Structure Num	Unit	District
73 HILL ST	3617/036/1		8
75 HILL ST	3617/036/1		8
Occupancy Residential	Floor/Suite		Valuation \$0.00

Owner Name	Phone	Phone2	Homeowner permit approved by
ZORIALI LLC	(415)691-1264		

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

Applicant/Occupant Name	Phone
	() -

EID Use Only:	Building Appln. No:	Plumbing permit No:
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APPLICANT'S DESCRIPTION OF WORK:

73A & 75 HILL STREET: ADDRESS CORRECTION FOR EW20150922483.

INSPECTOR'S COMMENT:

Fees

Fee Type	Date Paid	Receipt	Amount	Fee Type	Date Paid	Receipt	Amount
TECH_SRCH	24-SEP-15	234770	\$0.96	PERM	24-SEP-15	234770	\$48.00

Surcharge	\$0.00	Total Fees	\$48.96	Total Paid	\$48.96	Balance due	\$0.00
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Inspection Activity Description

Activity Date	Inspector	Code	Activity Code Description	Inspection Record
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E201509241761

75 HILL ST

JOSEPH STUART SYKES

Floor/Suite:



PERMIT# EW20150922483

Permit issued date: 09/22/2015 04:34:05 PM

Permit Issued By: WEBSITE
CUSTOMER COPY

Printed on: 10/13/2015 12:55:49 PM

Job Address
69 HILL ST

Block/Lot/Structure Num Unit
3617/036/1

District
8

Occupancy Residential

Floor/Suite 1

Valuation \$4,000.00

Owner Name
ZORIAL LLC

Phone
(323)244-9178

Phone2

Homeowner permit approved by

Contractor Company Name
JOSEPH STUART SYKES

License
967147

Class
C10 B1

License Exp Date
30-SEP-16

Business Lic#
0481947

Address
1624 POPLAR DRIVE

City
WALNUT CREEK

State Zip Code
CA 94595-0000

Office Phone#
(415)691-1264

Mobile Phone#
(925)705-0064

Applicant/Occupant Name

Phone

() -

EID Use Only:

Building Appln. No:

Plumbing permit No:

APPLICANT'S DESCRIPTION OF WORK:

rewiring unit to accommodate new washer / dryer and re-wiring unit and kitchen for all appliances.

INSPECTOR'S COMMENT:

Fees

Fee Type	Date Paid	Receipt	Amount	Fee Type	Date Paid	Receipt	Amount
RES_OUTL	22-SEP-15	234637	\$279.00	TECH_SRCH	22-SEP-15	234637	\$5.58
BLDG_REV_FEE	22-SEP-15	234637	\$1.00				

Surcharge \$0.00 Total Fees \$285.58 Total Paid \$285.58 Balance due \$0.00

Inspection Activity Description

Activity Date	Inspector	Code	Activity Code Description	Inspection Record

EW20150922483

69 HILL ST

JOSEPH STUART SYKES

Floor/Suite: 1

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

282111107 NEW 01/08 8810004306

Remitter: ZORIAL LLC

Date:

10/12/2015

Valid after 7 days

1100720622

91-2

1221

Pay To The Order Of: BRIAN SMYTH

Pay: TWO THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND 50 CENTS

\$** 2,775.50 **

Do not write outside this box

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

Drawn: JPMORGAN CHASE BANK, N.A.

Signed: Vice President
Jeffrey M. Charles Bank, N.A.
Phoenix, AZ



⑆ 1100720622⑆ ⑆ 122100024⑆ 806002234⑆