

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
MARGARET BLOOMFIELD and MICHAEL BLOOMFIELD,)
Appellant(s))
vs.)
DEPARTMENT OF BUILDING INSPECTION,)
Respondent)

Appeal No. **22-078**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on November 3, 2022, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on August 2, 2022 to Greg Germano, of an Alteration Permit (Remove old cabinets and replace with new cabinets and countertop with sink, disposal, backsplash, new flooring, paint, lighting, and counter outlets) at 524 Lake Street.

Special Note: On November 2, 2022, upon motion by Commissioner Lemberg, the Board voted 4-1 (President Swig dissented) to grant the appellants' request for the Board to take jurisdiction over the permit, on the basis that the City inadvertently caused the requestors to be late in filing the appeal.

APPLICATION NO. 2022/07/28/9473

FOR HEARING ON December 14, 2022

Address of Appellant(s):

Address of Other Parties:

Margaret Bloomfield and Michael Bloomfield, Appellant(s)
c/o Steve Collier, Attorney for Appellant(s)
Tenderloin Housing Clinic
710 Van Ness Avenue
San Francisco, CA 94102

Greg Germano, Permit Holder(s)
c/o Brett Gladstone, Attorney for Permit Holder(s)
Goldstein, Gellman, Melbostad, Harris & McSparran,
LLP
1388 Sutter Street, Suite 1000
San Francisco, CA 94109-5494

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
MARGARET BLOOMFIELD and MICHAEL BLOOMFIELD,)
Appellant(s))
vs.)
DEPARTMENT OF BUILDING INSPECTION,)
Respondent)

Appeal No. **22-068**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on October 7, 2022, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on September 27, 2022 to Greg Germano, of an Electrical Permit (install electrical outlets and lighting for kitchen remodel and add one outlet and lighting in bathroom) at 524 Lake Street.

APPLICATION NO. EW2022/0927/6277

FOR HEARING ON November 2, 2022

Address of Appellant(s):

Address of Other Parties:

Margaret Bloomfield and Michael Bloomfield, Appellant(s)
c/o Steve Collier, Attorney for Appellant(s)
Tenderloin Housing Clinic
710 Van Ness Avenue
San Francisco, CA 94102

Greg Germano, Permit Holder(s)
P.O. Box 1685
Rancho Mirage, CA 92270

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
MARGARET BLOOMFIELD and MICHAEL BLOOMFIELD,)
Appellant(s))
vs.)
DEPARTMENT OF BUILDING INSPECTION,)
Respondent)

Appeal No. **22-069**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on October 7, 2022, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on September 27, 2022 to Greg Germano, of a Plumbing Permit (Kitchen and laundry remodel; new gas from meter to kitchen and laundry; bathroom remodel) at 524 Lake Street.

APPLICATION NO. PP2022/0927/270

FOR HEARING ON November 2, 2022

Address of Appellant(s):

Address of Other Parties:

Margaret Bloomfield and Michael Bloomfield, Appellant(s)
c/o Steve Collier, Attorney for Appellant(s)
Tenderloin Housing Clinic
710 Van Ness Avenue
San Francisco, CA 94102

Greg Germano, Permit Holder(s)
P.O. Box 1685
Rancho Mirage, CA 92270



Date Filed: November 3, 2022

**CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS**

PRELIMINARY STATEMENT FOR APPEAL NO. 22-078

I / We, **Margaret Bloomfield and Michael Bloomfield**, hereby appeal the following departmental action:

ISSUANCE of Alteration Permit No. 2022/07/28/9473 by the **Department of Building Inspection** which was issued or became effective on: **August 2, 2022**, to: **Greg Germano**, for the property located at: **524 Lake Street**.

BRIEFING SCHEDULE:

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

Appellants' Brief is due on or before: 4:30 p.m. on **Wednesday November 23, 2022, (this is one day earlier than the Board's regular briefing schedule due to the Thanksgiving holiday)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be doubled-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org greg.germano@icloud.com.

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **December 8, 2022, (no later than one Thursday prior to hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be doubled-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org and steve@thclinic.org.

Hard copies of the briefs do NOT need to be submitted to the Board Office or to the other parties.

Hearing Date: **Wednesday, December 14, 2022, 5:00 p.m., Room 416 San Francisco City Hall, 1 Dr. Carlton B. Goodlett Place**. The parties may also attend remotely via Zoom. Information for access to the hearing will be provided before the hearing date.

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

In order to have their documents sent to the Board members prior to hearing, **members of the public** should email all documents of support/opposition no later by 4:30 p.m. on Thursday, December 8, 2022 to boardofappeals@sfgov.org. Please note that names and contact information included in submittals from members of the public will become part of the public record. Submittals from members of the public may be made anonymously.

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

The reasons for this appeal are as follows:

See attachment to the preliminary Statement of Appeal.

Appellant or Agent:

Signature: Via Email

Print Name: Steve Collier, attorney for appellant.

Statement of Appeal

Permit No. 202207289473

Issued: August 2, 2022

Property Address: 522-526 Lake Street, San Francisco, CA 94118

I represent Margaret Bloomfield and Michael Bloomfield, long-term tenants of 526 Lake Street, San Francisco, CA. The appealed building permit, Permit No. 202207289473 was issued on August 2, 2022. The Board granted Appellants' Request to take Jurisdiction on November 2, 2022. The permit is for a kitchen remodel of 524 Lake Street, located directly above the appellants' home at 526 Lake Street. The permit holder and owner, appellants' landlord, recently began a major remodel of that apartment, beyond the scope of the permit for a kitchen remodel, which causes severe disruption to the appellants use of their home. The remodel has caused leaks into appellants' home, shaking, noise, noxious vapors, and dust. Appellants have also appealed the plumbing permit and electrical permit (by separate appeal), which are part of the major remodel of the apartment. The permit holder is not conducting the remodel in a way to lessen the impacts on the appellants. To the contrary, it is being conducted in a manner intended to drive appellants from their long-term home. Permit holder has initiated an Ellis Act eviction and his response to complaints regarding the construction was to propose tenants vacating their home prior to the expiration of the Ellis Act eviction notice.

Stephen L. Collier, Esq.
Tenderloin Housing Clinic, Inc.
710 Van Ness Avenue
San Francisco, CA 94102
415-77-9850 x 7122
steve@thclinic.org

/s/ Stephen L. Collier
November 3, 2022

Margaret Bloomfield
Michael Bloomfield
526 Lake Street
San Francisco, CA 94118
mmbloomfield5@gmail.com

Permit Details Report**Report Date:** 11/3/2022 12:21:17 PM

Application Number: 202207289473
Form Number: 8
Address(es): 1352 / 020 / 1 524 LAKE ST
Description: REMOVE OLD CABINETS, REPLACE WITH NEW CABINETS AND COUNTER TOP W/
SINK, DISPOSAL, BACK SPLASH, NEW FLOORING, PAINT, LIGHTING, COUNTER
OUTLETS.
Cost: \$15,000.00
Occupancy Code: R-2
Building Use: 24 - APARTMENTS

Disposition / Stage:

Action Date	Stage	Comments
7/28/2022	TRIAGE	
7/28/2022	FILING	
7/28/2022	FILED	
8/2/2022	APPROVED	
8/2/2022	ISSUED	

Contact Details:**Contractor Details:**

License Number: OWN
Name: OWNER OWNER
Company Name: OWNER
Address: OWNER * OWNER CA 00000-0000
Phone:

Addenda Details:**Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	7/28/22	7/28/22			7/28/22	GLADNEY JACQUINE	
2	BLDG	7/28/22	7/28/22			7/28/22	HU QI (ANNE)	
3	CPB	8/2/22	8/2/22			8/2/22	STORM WILLIAM	

This permit has been issued. For information pertaining to this permit, please call 628-652-3450.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Tim Slot
10/12/2022	PM	CS	Clerk Scheduled	ROUGH FRAME	1
10/6/2022	PM	WS	Web Scheduled	ROUGH FRAME	1
8/11/2022	AM	VS	IVR Scheduled	OK TO COVER	1

Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
10/12/2022	Enrique Argumedo	ROUGH FRAME	ROUGH FRAME
10/6/2022	Brett Howard	ROUGH FRAME	ROUGH FRAME
8/11/2022	Enrique Argumedo	OK TO COVER	ROUGH FRAME

Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

Station Code Descriptions and Phone Numbers

[Online Permit and Complaint Tracking](#) home page.

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Date Filed: October 7, 2022 (Notice emailed 10/11/22)

**CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS**

PRELIMINARY STATEMENT FOR APPEAL NO. 22-068

I / We, **Margaret Bloomfield and Michael Bloomfield**, hereby appeal the following departmental action:

ISSUANCE of Electrical Permit No. EW2022/0927/6277 by the **Department of Building Inspection** which was issued or became effective on: **September 27, 2022**, to: **Greg Germano**, for the property located at: **524 Lake Street**.

BRIEFING SCHEDULE:

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

Appellants' Brief is due on or before: 4:30 p.m. on **October 13, 2022, (no later than three Thursdays prior to the hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, tina.tam@sfgov.org, corey.teague@sfgov.org and greg.germano@icloud.com.

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **October 27, 2022, (no later than one Thursday prior to hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be doubled-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org and steve@thclinic.org.

Hard copies of the briefs do NOT need to be submitted to the Board Office or to the other parties.

Hearing Date: **Wednesday, November 2, 2022, 5:00 p.m., Room 416 San Francisco City Hall, 1 Dr. Carlton B. Goodlett Place**. The parties may also attend remotely via Zoom. Information for access to the hearing will be provided before the hearing date.

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

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The reasons for this appeal are as follows:

Appeal filed via email by the Tenderloin Housing Clinic, Steve Collier, attorney for appellants.

Statement of Appeal

Permit No. EW202209276277

Issued: September 27, 2022

Property Address: 522-526 Lake Street, San Francisco, CA 94118

I represent Margaret Bloomfield and Michael Bloomfield, long-term tenants of 526 Lake Street, San Francisco, CA. Attached is the email of Margaret Bloomfield authorizing me to file this appeal. The appealed electrical permit, Permit No. EW202209276277, was issued on September 27, 2022. The permit is to install electrical outlets in the kitchen and bathroom of 524 Lake Street, located directly above the appellants' home at 526 Lake Street. The permit holder and owner, appellants' landlord, recently began a major remodel of that apartment, which causes severe disruption to the appellants use of their home. The remodel has caused flooding and leaks into appellants' home, shaking, noise, noxious vapors, and dust. The electrical permit and plumbing permit (also being appealed by separate appeal), are part of the major remodel of the apartment. The permit holder is not conducting the remodel in a way to lessen the impacts on the appellants. To the contrary, it is being conducted in a manner intended to drive appellants from their long-term home. Permit holder has initiated an Ellis Act eviction and his response to complaints regarding the construction was to propose tenants vacating their home prior to the expiration of the Ellis Act eviction notice.

Stephen L. Collier, Esq.
Tenderloin Housing Clinic, Inc.
710 Van Ness Avenue
San Francisco, CA 94102
415-77-9850 x 7122
steve@thclinic.org

 10/1/22

Margaret Bloomfield
Michael Bloomfield
526 Lake Street
San Francisco, CA 94118
mmbloomfield5@gmail.com

Electrical Permit Details Report**Report Date:** 10/7/2022 10:16:41 AM

Application Number: EW202209276277

Address(es): 1352 / 020 : 524 LAKE ST

Description: INSTALL ELECTRICAL OUTLETS AND LIGHTING FOR REMODEL KITCHEN AND
ADD ONE OUTLET AND LIGHTING IN BATHROOM**Stage:**

Action Date	Stage	Comments
9/27/2022	ISSUED	
9/27/2022	FILED	

Contractor Details:

License Number: 752322

Name: JAMES DENG YONG ZHAN *

Company Name: J.D. YOUNG ELECTRICAL CO.

Address: 1127 SILLMAN ST ST SAN FRANCISCO, CA 94134-0000

Phone: 4158505701

Appointment Details:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
10/4/2022	AM	WS	Web Scheduled	ROUGH COVER / INSPECTION	1

Inspection Details:

Inspector	Activity Date	Activity Code	Activity Code Descr.	Description
Christopher DeMarco	10/4/2022	116	ALL ROUGH COVER OK	Not Available

For information, or to schedule an inspection, call: 558-6030.

[Online Permit and Complaint Tracking](#) home page.**Technical Support for Online Services**

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Date Filed: October 7, 2022 (Notice emailed 10/11/22)

**CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS**

PRELIMINARY STATEMENT FOR APPEAL NO. 22-069

I / We, **Margaret Bloomfield and Michael Bloomfield**, hereby appeal the following departmental action:

ISSUANCE of Plumbing Permit No. PP2022/0927/270 by the **Department of Building Inspection** which was issued or became effective on: **September 27, 2022**, to: **Greg Germano**, for the property located at: **524 Lake Street**.

BRIEFING SCHEDULE:

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

Appellants' Brief is due on or before: 4:30 p.m. on **October 13, 2022, (no later than three Thursdays prior to the hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, corey.teague@sfgov.org, tina.tam@sfgov.org and greg.germano@icloud.com.

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **October 27, 2022, (no later than one Thursday prior to hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, tina.tam@sfgov.org, corey.teague@sfgov.org and steve@thclinic.org.

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Hearing Date: **Wednesday, November 2, 2022, 5:00 p.m., Room 416 San Francisco City Hall, 1 Dr. Carlton B. Goodlett Place**. The parties may also attend remotely via Zoom. Information for access to the hearing will be provided before the hearing date.

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

Appeal filed via email by the Tenderloin Housing Clinic, Steve Collier, attorney for appellants.

Statement of Appeal

Permit No. PP20220927270

Issued: September 27, 2022

Property Address: 522-526 Lake Street, San Francisco, CA 94118

I represent Margaret Bloomfield and Michael Bloomfield, long-term tenants of 526 Lake Street, San Francisco, CA. Attached is the email of Margaret Bloomfield authorizing me to file this appeal. The appealed plumbing permit, Permit No. PP20220927270, was issued on September 27, 2022. The permit is for a kitchen, laundry and bathroom remodel of 524 Lake Street, located directly above the appellants' home at 526 Lake Street. The permit holder and owner, appellants' landlord, recently began a major remodel of that apartment, which causes severe disruption to the appellants use of their home. The remodel has caused flooding and leaks into appellants' home, shaking, noise, noxious vapors, and dust. The plumbing permit and electrical permit (also being appealed by separate appeal), are part of the major remodel of the apartment. The permit holder is not conducting the remodel in a way to lessen the impacts on the appellants. To the contrary, it is being conducted in a manner intended to drive appellants from their long-term home. Permit holder has initiated an Ellis Act eviction and his response to complaints regarding the construction was to propose tenants vacating their home prior to the expiration of the Ellis Act eviction notice.

Stephen L. Collier, Esq.
Tenderloin Housing Clinic, Inc.
710 Van Ness Avenue
San Francisco, CA 94102
415-77-9850 x 7122
steve@thclinic.org

 10/7/22

Margaret Bloomfield
Michael Bloomfield
526 Lake Street
San Francisco, CA 94118
mmbloomfield5@gmail.com

Plumbing Permit Details Report**Report Date:** 10/7/2022 10:13:50 AM

Application Number: PP20220927270

Address(es): 1352 / 020 : 524 LAKE ST

Description: KITCHEN AND LAUNDRY REMODEL. NEW GAS FROM GAS FROM METER TO KITCHEN AND LAUNDRY. BATH REMODEL.

Stage:

Action Date	Stage	Comments
9/27/2022	ISSUED	
9/27/2022	FILED	

Contractor Details:

License Number: 760600

Name: ADRIAN DUGGAN

Company Name: DUGGAN PLUMBING INC

Address: 95 OAKRIDGE DR DALY CITY CA, 94104-0000

Phone: 4153341553

Appointment Details:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
10/4/2022	PM	WS	Web Scheduled	ROUGH IN PLUMBING	1

Inspection Details:

Activity Date	Inspector	Inspection Description	Inspection Status
10/4/2022	John Watson	ROUGH IN PLUMBING	ROUGH IN PLUMBING APPROVED

For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

[Online Permit and Complaint Tracking](#) home page.**Technical Support for Online Services**

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Brief submitted by appellant's for Appeal No. 22-078

STEPHEN L. COLLIER, ESQ., State Bar No. 124887
TENDERLOIN HOUSING CLINIC, INC.
710 Van Ness Avenue
San Francisco, CA 94102
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E-mail: Steve@thclinic.org

Attorneys for Appellants
Margaret Bloomfield and Michael Bloomfield

BOARD OF APPEALS

CITY AND COUNTY OF SAN FRANCISCO

MARGARET BLOOMFIELD, MICHAEL
BLOOMFIELD

Appellants,

vs.

DEPARTMENT OF BUILDING
INSPECTION,

Respondent.

Appeal No. 22-078

**APPELLANTS' BRIEF IN SUPPORT
OF APPEAL**

Date: December 14, 2022

Time: 5:00 pm

Place: City Hall, Room 416

Margaret Bloomfield and Michael Bloomfield ("Appellants") are long-term tenants of 526 Lake Street, San Francisco, CA. Appellants appealed two permits issued on September 27, 2022: a plumbing permit (Permit No. PP20220927270) and an electrical permit (Permit No. EW202209276277). On November 2, 2022, this Board granted Appellants' Jurisdiction Request (No. 22-7) of the underlying building permit for the project (Permit No. 2022/07/28/9473) and continued the appeals on the plumbing and electrical permits to December 14, 2022, to be heard with the appeal of building permit.

//

I.

STATEMENT OF FACTS

Appellants moved into 526 Lake Street on January 15, 1987 and have resided in the apartment for over 35 years. Appellant Margaret Bloomfield is a senior and Michael Bloomfield is disabled. 526 Lake Street is the bottom flat of a three flat apartment building with the address 522-524-526 Lake Street. Appellants rented the property from Tom Germano and George Germano. Tom Germano lived in 522 Lake Street until he died in 2017. Permit holder is Greg Germano, the owner of the property along with his sister Georgina Germano. Greg and Georgina Germano acquired the property on September 29, 2017. Appellants' current rent for the Subject Premises is \$1873.80 per month, significantly below the fair market rate rent.

On May 12, 2022, Permit holder invoked the Ellis Act at the property. (Exh. 1.) Permit holder issued notices of termination of tenancy on Appellants (Exh. 2.) and the tenants living in 524 Lake Street. On June 22, 2022, Appellants claimed an extension of the Ellis Act withdrawal date to a year (May 12, 2023) based on their senior and disabled status. (Exh. 3.) In July 2022, the Middleton family, tenants in unit 524 Lake Street, moved out pursuant to the Ellis Act eviction.

On August 2, permit holder was issued a building permit for 524 Lake Street to "REMOVE OLD CABINETS, REPLACE WITH NEW CABINETS AND COUNTER TOP W/SINK, DISPOSAL, BACK SPLASH, NEW FLOORING, PAINT, LIGHTING, COUNTER OUTLETS." (Exh. 4.) The permit was issued for an apparent kitchen countertop, outlets, cabinets, and flooring remodel and nothing else. No permit or permit application was posted on the property to apprise Appellants that a kitchen remodel would take place in 524. The Board granted Appellants' jurisdiction request over this permit on November 2. The appeal was filed November 3 suspending the building permit.

Demolition work began on August 4. The demolition work resulted in a major leak into Appellants' unit when a pipe burst during the demolition, as well as a subsequent leak into

1 Appellants' home caused by the demolition. The demolition and construction caused constant
2 loud noise in Appellants' home. At times the work started as early as 7:00 am and lasted past
3 9:12 pm. The work was ongoing seven days a week. On September 15, Appellants complained
4 to permit holder regarding the noise and late hours of work.¹ On September 18, Appellants
5 noticed a very strong chemical vapor entering their unit that was coming from chemicals
6 applied in 522 Lake Street. The fumes were so potent appellants could taste them. Residents of
7 the neighborhood around the property also smelled the fumes. Appellants requested
8 information as to what was being applied to 522 Lake Street so they could determine the extent
9 of its detrimental health impact. Permit holder responded by stating that it was oil-based paint.

10 On September 20, loud demolition started at 7:30 am. Later that morning a device was
11 installed in 524 Lake creating a constant vibration that caused a low and audible vibration in
12 526 for all of the afternoon. The windows in 526 Lake were rattling within their frames.
13 Appellants could feel the vibration in their feet. The noise and vibrations were very distracting
14 and annoying. Appellant Michael Bloomfield works from home, so both Appellants have no
15 place else to go to be able to concentrate and work. Water was also shut off this day from 9:00-
16 1:00 but advance notice was provided by permit holder. Permit holder's contractor shut off the
17 water again on September 30 for about 20 minutes without notice. Appellants demanded that
18 permit holder restore the water and reschedule the shut off for another day, and he complied.

19 Appellants complained on September 23 to the Department of Building Inspection
20 (DBI). On September 26, DBI responded to their complaint that work was being done without
21 permit. On September 27, Inspector Allen visited the property and "observed kitchen &
22 bathroom remodel - New piping alterations & repairs - inc. gas. Requiring a permit. Kit, Bath,
23 laundry. Work without permit. NOV. written & posted." (Exh. 6.) A Notice of Violation
24 (NOV) was issued on that date and mailed on September 28. Appellants expected that the work
25 would stop after the NOV was issued. It did not.

27 ¹ Emails from Appellants to permit holder reflecting their complaints are attached hereto as
28 Exhibit 5.

1 Appellants continued to complain to DBI regarding other aspects of the work
2 (bathroom remodel, loose wiring running up the building, garage remodel), believing that this
3 work too was without a building permit. (Exh. 7.) On September 27, permit holder obtained
4 plumbing and electrical permits for this full apartment remodel (Permit Nos. PP20220927270
5 and EW202209276277) (Exh. 8), which were also appealed.

6 Work continued above Appellants' home on Saturday, October 1, Sunday, October 2
7 and Monday, October 3. Work on October 3 lasted past 6:00 pm. Appellants had to shout to be
8 heard over the construction noise in their own home. Fumes permeated Appellant's home that
9 afternoon. The fumes affect Mike Bloomfield's asthma, causing his throat to close, and cause
10 Meg Bloomfield to have headaches. Appellants had to eat dinner out in order to escape the
11 fumes. They had to leave the windows to the apartment open all night in 50-degree weather to
12 try to air out the fumes. Workers left dust, debris and used coffee cups on front steps, requiring
13 Appellants to clean up after them. Permit holder responded to the complaint stating that work
14 will take place between 8:00-6:00 and workers will clean up after themselves at the end of the
15 day. Nevertheless, when workers worked on Appellants' front door on October 4, they left the
16 door open and unattended, and left dust and debris at the front door at the end of the day. (Exh.
17 9.)

18 The permit holder's major remodel of the apartments caused severe disruption to
19 Appellants' use of their home. The remodel has caused major leaks into Appellants' home,
20 shaking, vibrations, noise, noxious vapors, and dust and debris. At times work went well past
21 7:00 pm at night. The noxious vapors attack Michael Bloomfield's asthma, causing his throat
22 to close up, as well as caused headaches and watery eyes. Permit holder's response was to tell
23 Appellants to open windows. Michael Bloomfield works remotely from his apartment. The
24 construction not only impacts his housing but his ability to work. Margaret Bloomfield is
25 enrolled in two classes at City College. One is held via Zoom and the construction noise
26 prevents her from being able to participate in the class fully. The noise also disrupts her
27 concentration when doing homework. The noise, disruption and fumes also caused Appellants
28

1 a great deal of stress and anxiety.

2 II.

3 ARGUMENT

4 The Board of Appeals is invested by the San Francisco Charter and related municipal
5 ordinances with complete power to hear and determine the entire controversy before it. It may
6 draw its own conclusions from the conflicting evidence before it and, in the exercise of its
7 independent judgment, affirm or overrule the issuance of the permit. (*Lindell Co. v. Bd. Of*
8 *Permit Appeals of City & Cty. of San Francisco* (1943) 23 Cal.2d 303, 315.) The Board is
9 authorized to exercise independent discretionary review of a building permit application.
10 (*Guinnane v. San Francisco City Plan. Com.* (1989) 209 Cal.App.3d 732, 740.) This discretion
11 includes the power to determine whether a proposed project will “affect the public health,
12 safety or general welfare.” (*Lindell*, 23 Cal.2d at p.314; *Guinnane*, 209 Cal.App.3d at p. 739.)
13 The Board may also modify the decision to issue the permit and place conditions on its
14 issuance. In *Lindell*, the court expressly rejected the notion that the Board is limited to
15 determining whether the building permit was properly issued by DBI. (*Lindell, supra*, 23
16 Cal.2d at pp. 314-315; *Guinnane, supra*, 209 Cal.App.3d at p. 739.)

17 Furthermore, the Priority Policies of the San Francisco Planning Code (Prop. M)
18 require that prior to issuing a permit for any project or a permit for any demolition, conversion
19 or change of use, the City shall find that the proposed project is consistent with the Prop M
20 Priority Policies. (Planning Code § 10-11.) The Priority Policies affected by this permit
21 include:”... (2) That existing housing and neighborhood character be conserved and protected
22 in order to preserve the cultural and economic diversity of our neighborhoods; (3) That the
23 City’s supply of affordable housing be preserved and enhanced ...” (Planning Code § 101.1
24 (b).)

25 Furthermore, permit holder has initiated an Ellis Act eviction and his response to
26 complaints regarding the construction were to propose Appellants vacate their home prior to
27 the expiration of the Ellis Act notice period. Under the Ellis Act, the permit holder is required
28

1 to maintain the same terms and conditions during the one-year notice period as existed on the
2 May 12, 2022, the date he initiated the withdrawal. (Gov. Code § 7060.4(b)(1) & (2); Rent
3 Ordinance § 37.9A(f)(3)(A) & (B); *Hilaly v. Allen* (2019) 36 Cal.App.5th Supp. 12, 23.) The
4 purpose of this provision is to prevent the owner from going out of the rental business prior to
5 the expiration of the extended date of withdrawal and tenancy - one year for senior and
6 disabled tenants. “The language of [Gov. Code section] 7060.4 reflects a clear legislative intent
7 to protect elderly and disabled citizens, [and] to provide a year of tenancy free of disruptive
8 changes in the terms or conditions of the tenancy....” (*Hilaly*, 36 Cal.App.5th Supp. at p. 24.)

9 The Board has broad discretion of to consider all aspects of the project which affect the
10 public health, safety and general welfare of the community, including Appellants who live in
11 the property. The Prop. M Priority Policies also require the Board to assess the impacts of the
12 project and find that it is consistent with the Priority Policies to preserve and protect existing
13 housing and the supply of affordable housing. (Planning Code § 101.1(b)(2), (3).) Lastly, the
14 Ellis Act and Rent Ordinance themselves require that the permit holder provide a year of
15 tenancy free of disruptive changes in conditions in order to protect elderly and disabled tenants.
16 (*Hilaly*, 36 Cal.App.5th Supp.at p. 24.)

17 The work pursuant to these three permits has resulted in extremely disruptive
18 conditions in Appellants’ home which is affecting their health, both physically and
19 emotionally. It is negatively affecting this unit of affordable housing and negatively impacts
20 the affordability of the building, as part of permit holder’s project to displace its long-term
21 tenants. Permit holder is violating the Ellis Act and Rent Ordinance by creating disruptive
22 conditions making living in Appellants’ home untenable. Appellants still pay rent and still have
23 a tenancy through May 12, 2023. Permit holder has eliminated their quiet enjoyment before he
24 has withdrawn the property from the rental market.

25 Therefore, Appellants request that the Board grant the appeal and condition the
26 issuance of each of these permits as follows:

1 1. All work under the three permits, which has been suspended pursuant to the
2 appeals, shall cease until Appellants' tenancy is lawfully terminated and they have vacated 526
3 Lake Street.

4 2. Any work on the property 522/524/526 Lake Street for which no permit is
5 specifically required, but which is part of the remodel of either 522 or 524 Lake Street, shall
6 cease until Appellants' tenancy is lawfully terminated and they have vacated 526 Lake Street.

7 III.

8 CONCLUSION

9 Appellants respectfully request that the Board grant their appeal and condition the
10 issuance of the three permits so that work under the permits will proceed only after Appellants'
11 tenancy is lawfully terminated, and they have vacated 526 Lake Street.

12
13
14 Dated: October 18, 2022



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16 Stephen L. Collier
17 Attorney for Appellants
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Exhibit 1

**Notice to Tenant
of Filing of Notice
of Intent to Withdraw**

You are hereby notified:

(A) That the Rent Board has been notified of the owners' intent to withdraw from rent or lease rental units pursuant to Subsection (f)(1) of San Francisco Administrative Code (hereinafter referred to as "SFAC") Section 37.9A. A file endorsed copy of the Notice of Intent to Withdraw Residential Units from the Rental Market is attached hereto and fully incorporated herein as though set forth in full.

(B) That the notice to the Rent Board specified the name and the amount of rent paid by the tenant or lessee as an occupant of the rental unit.

(C) That the amount of rent the owner specified in the notice to the Rent Board is \$1,873.80 per month as set forth in the attached Notice of Intent to Withdraw Residential Units from the Rental Market.

(D) That you have rights to reoccupancy under SFAC Section 37.9A(c) if the rental unit is again offered for rent or lease by a current or future owner and to relocation assistance under SFAC Section 37.9A(e) as set forth below.

(E) That the rights of qualified elderly or disabled tenants as described under Subsection (f)(4) of SFAC Section 37.9A, to extend their tenancy to one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw are set forth below.

You are hereby notified that the attached Notice of Intent to Withdraw Residential Units from the Rental Market was filed on May 12, 2022, with the San Francisco Residential Rent Stabilization and Arbitration Board, pursuant to SFAC Section 37.9A (f)(1) as set forth in Section 7060.4 of the California Government Code.

Please refer to the attached Notice of Intent to Withdraw Rental Units from the Rental Market served herewith. You are notified of its contents. You are also provided with a copy of the San Francisco Residential Rent Stabilization and Arbitration Board's Notice to Tenant of Owner's Filing of Notice of Intent to Withdraw Rental Units Under the Ellis Act, served herewith. You may contact the Residential Rent Stabilization and Arbitration Board for more information about its form.

You have rights and obligations under SFAC Section 37.9A, including the tenant's right to renew the tenancy if proper notification is given within 30 days after vacating the unit and the tenant's entitlement to payment in certain circumstances. A true and correct copy of SFAC Section 37.9A is attached hereto and incorporated herein by reference.

SFAC Section 37.9A(e)(4) provides that any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under this subsection 37.9A(e)(1) or (2) or (3) and the amount which the landlord believes to be due. You have been previously notified of your right to receive payment under San Francisco Administrative Code subsection 37.9A(e)(3). You are notified of that right again.

SFAC Section 37.9A (e) (3) provides in relevant part:

(3) On or After February 20, 2005.

Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to subsections 37.9A(e)(3)(B), (C), and (D) below, the landlord shall be required to pay a relocation benefit on behalf of each authorized occupant of the rental unit regardless of the occupant's age ("Eligible Tenant"). The amount of the relocation payment shall be \$4,500 per Eligible Tenant, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the Eligible Tenant vacates the unit;

(B) In the event there are more than three Eligible Tenants in a unit, the total relocation payment shall be \$13,500, which shall be allocated proportionally among the Eligible Tenant based on the total number of Eligible Tenant in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any Eligible Tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within 15 calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

Please note that, in accordance with SFAC Section 37.9A(e)(3)(D), relocation payments specified in SFAC Sections 37.9(A)(e)(3)(A) and (B) and (C) have been increased for notices of intent to withdraw rental units filed between March 1, 2022 and February 28, 2023 as follows: Section 37.9(A)(e)(3)(A) was increased to \$7,426.54; Section 37.9(A)(e)(3)(B) was increased to \$22,279.62 and Section 37.9(A)(e)(3)(C) was increased to \$4,9451.02.

You are hereby notified of SFAC Section 37.9A(f)(1) and Section 7060.4(a) of the California Government Code. See San Francisco Administrative Code Section 37.9A(f)(1), a true and correct copy of which is attached hereto and incorporated herein by reference. Section 7060.4(a) of the California Government Code provides:

Any public entity which, by a valid exercise of its police power, has in effect any control or system of control on the price at which accommodations are offered for rent or lease, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that the owner notify the entity of an intention to withdraw those accommodations from rent or lease and may require that the notice contain statements, under penalty of perjury, providing information on the number of accommodations, the address or location of those accommodations, the name or names of the tenants or lessees of the accommodations, and the rent applicable to each residential rental unit.

Information respecting the name or names of the tenants, the rent applicable to any residential rental unit, or the total number of accommodations, is confidential information and for purposes of this chapter shall be treated as confidential information by any public entity for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). A public entity shall, to the extent required by the preceding sentence, be considered an "agency," as defined by subdivision (d) of Section 1798.3 of the Civil Code.

You are further notified that you have rights under SFAC Section 37.9A(c) which provides:

(c) **Rights to Re-Rent.** Any owner who again offers for rent or lease any unit covered by Subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed, the owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this Subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be

deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within 30 days thereafter agree and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

You are further notified of your rights and the landlord's rights under SFAC Section 37.9A(f)(4) and California Government Code Section 7060.4(b). See San Francisco Administrative Code Section 37.9A(f)(4), a true and correct copy of which is attached hereto and incorporated herein by reference. Section 7060.4(b) of the California Government Code provides in pertinent part:

... if the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations or unit within the accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw pursuant to subdivision (a), then the date of withdrawal of the accommodations of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the public entity, provided that the tenant or lessee gives written notice of their entitlement to an extension to the owner within 60 days of the date of delivery to the public entity of the notice of intent to withdraw. In that situation, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The owner may elect to extend the tenancy on any other unit within the accommodations up to one year after date of delivery to the public entity of the notice of intent to withdraw, subject to paragraphs (1) and (2).

(4) Within 30 days of the notification by the tenant or lessee to the owner of their entitlement to an extension, the owner shall give written notice to the public entity of the claim that the tenant or lessee is entitled to stay in their accommodations or unit within the accommodations for one year after date of delivery to the public entity of the notice of

intent to withdraw.

(5) Within 90 days of date of delivery to the public entity of the notice of intent to withdraw, the owner shall give written notice of the owner's election to extend a tenancy under paragraph (3) and the revised date of withdrawal to the public entity and any tenant or lessee whose tenancy is extended.

(6) The date of withdrawal for the accommodations as a whole, for purposes of calculating the time periods described in Section 7060.2, shall be the latest termination date among all tenants within the accommodations, as stated in the notices required by paragraphs (4) and (5). An owner's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (4) and (5) shall not extend the date of withdrawal.

You are further notified of your rights and the landlord's rights under California Government Code Section 7060.4(c) which provides:

(c) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify any tenant or lessee displaced pursuant to this chapter of the following:

(1) That the public entity has been notified pursuant to subdivision (a).

(2) That the notice to the public entity specified the name and the amount of rent paid by the tenant or lessee as an occupant of the accommodations.

(3) The amount of rent the owner specified in the notice to the public entity.

(4) Notice to the tenant or lessee of their rights under paragraph (3) of subdivision (b) of Section 7060.2.

(5) Notice to the tenant or lessee of the following:

(A) If the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the public entity of the notice of intent to withdraw, provided that the tenant or lessee gives written notice of their entitlement to the owner within 60 days of date of delivery to the public entity of the notice of intent to withdraw.

(B) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(C) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

You are further notified that SFAC Section 37.9A(g) provides that "[t]he provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 *et seq.*)."

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.

The ground set forth in SFAC Section 37.9(a)(13) is the landlord's dominant motive for recovering possession.

A copy of the San Francisco Residential Rent Stabilization and Arbitration Board's Notice to Tenant Required by Rent Ordinance Section 37.9(c) is attached hereto.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco.

Fried, Williams & Grice Conner LLP

A handwritten signature in black ink, appearing to read "Semel", is written over a horizontal line.

By: David Semel, Attorneys for
Owners Gregory C. Germano, Georgina A. Germano
625 Market Street, 4th Floor
San Francisco, CA 94105
Telephone: 415-421-0100

**Notice of Intent to Withdraw
Residential Units from the Rental Market**



San Francisco Residential Rent Stabilization and Arbitration Board

RECEIVED

MAY 12 2022

Notice of Intent to Withdraw Residential Units from the Rental Market

S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

[RENT ORDINANCE SECTION 37.9A]

NOTE: Owners seeking to withdraw from the rental market their units which are subject to the San Francisco Rent Ordinance must submit this completed form to the Rent Board's office. Submittal may be by personal delivery, registered mail, or certified mail. Please refer to the specific procedures pursuant to Section 37.9A of the San Francisco Rent Ordinance.

I. OWNER INFORMATION (All owners of the property must be listed. If additional space is needed, attach a separate sheet using the same format.)

Name: Gregory C. Germano, Georgina A. Germano

c/o Fried, Williams & Grice Conner LLP, attn: David Semel, Esq.

Address: 625 Market Street, 4th Floor, San Francisco, CA 94105

Phone Number: (415) 421-0100 (primary) _____ (other)

II. PROPERTY INFORMATION

Address: 522-524-526 Lake Street San Francisco, CA 94118
(street number and name) (zip code)

Block: 1352 Lot: 020

Number of Residential Units: Three

III. UNIT INFORMATION (All units, including owner-occupied, commercial and vacant units, and all occupants of the property must be listed. If additional space is needed, attach a separate sheet using the same format.)

UNIT #	DATE TENANCY COMMENCED	NAME OF EACH CURRENT OCCUPANT	CURRENT RENT
522	N/A	VACANT	N/A
524	03/28/2009	Scott P. Middleton, Jennifer Ryan Middleton a.k.a. Jennifer Sarah Ryan, Quinn Middleton (a minor child), Zander Middleton (a minor child)	\$3,208.12 *
526	01/15/1987	Michael Bloomfield a.k.a. Mike Bloomfield, Margaret Bloomfield a.k.a. Meg Bloomfield,	\$1,873.80 *

* This information is based upon the current monthly rent being paid by the occupants.

PAGE 1 OF 3 - NOTICE OF INTENT TO WITHDRAW



San Francisco Residential Rent Stabilization and Arbitration Board

Notice of Intent to Withdraw Residential Units from the Rental Market

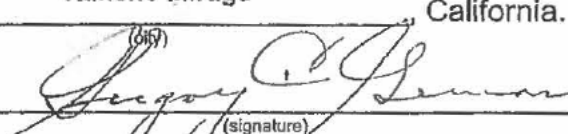
[RENT ORDINANCE SECTION 37.9A]

IV. OWNER'S DECLARATION

Do you certify that actions have been initiated as required by law to terminate all existing tenancies on the property by service of a written notice of termination of tenancy?

☒ Yes ☐ No

I declare under penalty of perjury, under the laws of the State of California, that the information provided on this Notice of Intent to Withdraw Form, including any attachments, is true and correct to the best of my knowledge and belief.

Executed on May 11, 2022 in Rancho Mirage California.
(date) (city)
Gregory C. Germano
(print name) 
(signature)

ALL OWNERS MUST SIGN. Attach an additional declaration and signature for each owner of record. Attorneys and/or non-attorney representatives may not sign the owner's declaration on behalf of an owner.

see attached additional declaration

**Notice of Intent to Withdraw
Residential Units from the Rental Market**

[RENT ORDINANCE SECTION 37.9A]

I declare under penalty of perjury, under the laws of the State of California, that the information provided on this Notice of Intent to Withdraw Form, including any attachments, is true and correct to the best of my knowledge and belief.

Executed on May 11, 2022, in Sonoma, California.
(date) (city)

Georgina A. Germano

(print name)

Georgina A. Germano
(signature)

ALL OWNERS MUST SIGN. Attach an additional declaration and signature for each owner of record. Attorneys and/or non-attorney representatives may not sign the owner's declaration on behalf of an owner.

San Francisco Administrative Code §37.9A

SEC. 37.9A. TENANT RIGHTS IN CERTAIN DISPLACEMENTS UNDER SECTION 37.9(a)(13).

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13) (withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 *et seq.*), if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9A(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this Chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section 37.9A(a)(1).

(b) **Treatment of Replacement Units.** If one or more units covered by Subsection (a) is demolished, and one or more new units qualifying as rental units under this Chapter but for the date on which they first receive a certificate of final completion and occupancy are constructed on the same property, and offered for rent or lease within five years of the date the last of the original units became vacant, the newly constructed units shall be offered at rents not greater than those reasonably calculated to produce a fair and reasonable return on the newly constructed units, notwithstanding Section 37.3(g) or any other provision of this Chapter. The provisions of this Chapter shall thereafter apply. The Board shall adopt rules for determining the rents necessary to provide a fair and reasonable return.

(c) **Rights to Re-Rent.** Any owner who again offers for rent or lease any unit covered by Subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed, the owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this Subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within 30 days thereafter agree and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

(d) **Re-Rental Within Two Years.** If a unit covered by Subsection (a) is offered for rent or lease within two years of the date of withdrawal:

(1) The owner shall be liable to any tenant or lessee who was displaced from the property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of withdrawal of the unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(2) The City may institute a civil proceeding against the owner who has again offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees. Any action by the City pursuant to this paragraph shall be brought within three years of the withdrawal of the unit from rent or lease.

(e) Relocation Payments to Tenants.

(1) **Before August 10, 2004, Low Income, Elderly or Disabled.** Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units was filed with the Board before August 10, 2004, the relocation payments described in this Subsection 37.9A (e)(1) shall be limited to tenants who are members of lower income households, who are elderly, or who are disabled, as defined below.

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit based upon Section 37.9(a)(13), in addition to all rights under any other provisions of law, shall be entitled to receive \$4,500, \$2,250 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250 of which shall be paid when the tenants vacate the unit.

(B) With respect to Subsection 37.9A(e)(1)(A), the Mayor's Office of Housing or its successor agency shall annually determine the income limits for lower income households, adjusted for household size.

(C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at the time such notice is served, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive \$3,000, \$1,500 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the tenant vacates the unit.

(D) The payments due pursuant to this Subsection 37.9A(e)(1) for any unit which is occupied by more than one tenant shall be divided equally among all the occupying tenants, excluding those tenants who are separately entitled to payments under Subsection 37.9A(e)(1)(C) above.

(2) **On August 10, 2004 and until February 19, 2005.** Where a landlord seeks eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units is filed with the Board on or after August 10, 2004 through February 19, 2005, or (ii) the notice of intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as follows:

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500, \$2,250 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250 of which shall be paid when the tenants vacate the unit.

(B) Subject to Subsections 37.9A(e)(2)(C) and (D) below, tenants who are not members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500, which shall be paid when the tenant vacates the unit;

(C) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit;

(D) Notwithstanding Subsection 37.9A(e)(2)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(3) **On or After February 20, 2005.** Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to Subsections 37.9A(e)(3)(B), (C), and (D) below, the landlord shall be required to pay a relocation benefit on behalf of each authorized occupant of the rental unit regardless of the occupant's age ("Eligible Tenant"). The amount of the relocation benefit shall be \$4,500 per Eligible Tenant, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the Eligible Tenant vacates the unit;

(B) In the event there are more than three Eligible Tenants in a unit, the total relocation payment shall be \$13,500, which shall be allocated proportionally among the Eligible Tenants based on the total number of Eligible Tenants in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any Eligible Tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within 15 calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

(E)* (i) Notwithstanding Subsections 37.9A(e)(3)(A)-(D), as of June 1, 2014, each tenant shall be entitled to a relocation

payment equal to the greater of:

- a. the payment specified in Subsections 37.9A(e)(3)(A)-(D); or
- b. the relocation payment calculated in accordance with Subsection 37.9A(e)(3)(E)(iii) below based on the Rental Payment Differential as described in Subsection 37.9A(e)(3)(E)(ii) below.

(ii) The Rental Payment Differential is an amount equal to the difference between the unit's monthly rental rate at the time the landlord files the notice of intent to withdraw rental units with the Board, and the monthly market rental rate for a unit in San Francisco as determined by the Controller's Office, based on data on the San Francisco rental market acquired from a publication or posting of RealFacts or another analysis or analyses of the San Francisco rental market providing a reliable measure of average market rental rates in San Francisco for the immediately prior calendar year, and if that year's data is unavailable, data for the most recent prior calendar year that is available. The Controller shall establish a San Francisco Rental Payment Differential Report within five business days of the effective date of the ordinance amending this subsection (E) (Ordinance No. 68-15), and thereafter by March 1 of each calendar year. The Controller shall provide such Report to the Rent Board, which shall make the Report publicly available on the Rent Board's website and at the Rent Board office. In determining annual changes in the rental market, the Controller shall rely on market data that reasonably reflects a representative sample of rental apartments in San Francisco. For a Rental Payment Differential based on RealFacts data, rental rates shall be determined as follows:

- a. the rental rate for units with 1 Bedroom shall be based on the data from RealFacts for a unit with 1 bedroom and 1 bath;
- b. the rental rate for units with 2 Bedrooms shall be based on the data from RealFacts for a unit with 2 bedrooms and 2 baths;
- c. the rental rate for units with 3 or more Bedrooms shall be based on the data from RealFacts for a unit with 3 bedrooms and 2 baths; and
- d. the rental rate for units without a Bedroom shall be based on the data from RealFacts for a studio.

(iii) The relocation payment for a unit shall be calculated by multiplying the Rental Payment Differential by 24 to cover a two-year period. Notwithstanding any other provision of this Section 37.9A, in no event shall the relocation payment for a unit exceed \$50,000. Each tenant of the unit as of the date the landlord files the notice of intent to withdraw rental units with the Board shall be entitled to the relocation payment for that unit divided equally by the number of tenants in the unit. In addition to receiving his or her relocation payment in accordance with the calculation required by this Subsection 37.9A(e)(3)(E)(iii), any tenant who qualifies for payment under Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. The \$50,000 cap on relocation payments does not include any payments for which the tenant qualifies under Subsections 37.9A(e)(3)(C) as adjusted by (D).

(iv) The landlord shall not have any obligation to pay any portion of the relocation payment under Subsection 37.9A(e)(3)(E)(i)b. to the tenant until the tenant submits to the landlord a written statement, executed by the tenant under penalty of perjury, stating that the tenant will use the relocation payment solely for Relocation Costs, as such term is defined in Section 37.9A(e)(3)(E)(vi)b. below, and which provides the address of the rental unit from which the tenant is being evicted, the name of the tenant, the name of the landlord, and the date of service of the notice of termination of tenancy (the "Declaration"). On or before the date the landlord serves the tenant with the notice of termination of tenancy, the landlord shall provide the tenant any Declaration form that the Rent Board prepares and makes available on its website and notify the tenant in writing that the landlord does not have an obligation to make any portion of the relocation payment prior to the landlord's receipt of the Declaration. If the landlord receives the Declaration on or after serving the notice of termination of tenancy, but before the tenant vacates the unit, the landlord shall pay one half of the tenant's relocation payment on receipt of the Declaration and the remaining half of the payment on the tenant's vacation of the unit. If the landlord receives the Declaration on or after the date that the tenant vacates the unit, the landlord shall pay the full amount of the relocation payment on receipt of the Declaration.

(v) For each expenditure of relocation payment, a tenant shall maintain any invoices, receipts, or other documented proof of the expenditure for a period of at least three years after the date the tenant vacates the tenant's unit. During this three-year period, the tenant shall provide the landlord a copy of such proof of expenditure within 10 business days of receipt of a written request from the landlord. The landlord may request copies of a tenant's proof of expenditure not more than twice in a 12-month period. No more than three years after the tenant has vacated the unit, the tenant shall reimburse the landlord for any portion of the relocation payment paid to the tenant that the tenant cannot demonstrate was used for Relocation Costs.

(vi) For purposes of this Section 37.9A, the following definitions apply:

a. "Bedroom" means any room that: 1. is used primarily as quarters for sleeping; 2. contains at least 70 square feet, exclusive of closets, bathrooms, or similar spaces, and 3. has at least one window opening to an area which leads either to a street, light well, courtyard or rear yard.

b. "Relocation Costs" means any of the following costs incurred by an evicted tenant: rent payments for a replacement dwelling, the purchase price of a replacement dwelling, any costs incurred in moving to a replacement dwelling, or any costs that the tenant can demonstrate were incurred to mitigate the adverse impacts on the tenant of the eviction.

c. "San Francisco Rental Payment Differential Report" means a report on the average rental values for dwelling units in San Francisco to be used in calculating relocation payments in accordance with Subsection 37.9A(e)(3)(E)(iii).

(F)* Any tenant who has received a notice of termination of tenancy, but who has not yet vacated the unit by the operative date of the ordinance creating subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the greater of the relocation payment specified in Section 37.9A(e)(3)(A)-(D) or the relocation payment calculated in accordance with Subsection 37.9A(e)(3)(E)(iii), reduced by any payment the tenant has received under Subsections 37.9A(e)(3)(A)-(D), upon vacating the unit.

(G)* (i) If payment of the relocation payment under Subsection 37.9A(e)(3)(E)(i)b. would constitute an undue financial hardship for a landlord in light of all of the resources available to the landlord, the landlord may file a written request, on a form provided by the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with the Rent Board, with supporting evidence. The Board, or its designated Administrative Law Judges, may order a reduction, payment plan, or any other relief they determine is justified following a hearing on the request.

(ii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall consider all relevant factors, including the number of units in the building and any evidence submitted regarding the landlord's age, length of ownership of the building, ownership of any other buildings, income, expenses, other assets, debt, health, and health care costs, except as provided in Subsection (iii).

(iii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall not consider any of the following types of assets owned by the landlord:

- a. Assets held in retirement accounts; and
- b. Non-liquid personal property.

(H)* Without limiting or otherwise affecting the landlord's right to obtain a hardship adjustment under Subsection 37.9A(e)(3)(G), the landlord may file a written request, on a form provided by the Rent Board, for a hearing with the Rent Board claiming that the San Francisco Rental Payment Differential Report established in Subsection 37.9A(e)(3)(E)(ii) does not reasonably reflect the market rental rate for a comparable unit in San Francisco and would result in an overpayment by the landlord ("Rent Differential Recalculation Request"). The landlord shall include evidence in support of the request. If the Board, or its designated Administrative Law Judges, grant(s) the request in whole or part, they shall order an appropriate adjustment of the payment due from the landlord.

(I)* For purposes of considering Hardship Adjustment and Rent Differential Recalculation Requests under Subsections 37.9A(e)(3)(G) and (H), the Board shall follow a process consistent with the existing Board hearing process under Section 37.8. If a landlord submits both types of hearing requests, the Board may consolidate its hearing of the two requests.

(4) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under Subsections 37.9A(e)(1) or (2) or (3) and the amount of payment which the landlord believes to be due.

(f) Notice to Rent Board; Recordation of Notice; Effective Date of Withdrawal.

(1) Any owner who intends to withdraw from rent or lease any rental unit shall notify the Rent Board in writing of said intention. Said notice shall contain statements, under penalty of perjury, providing information on the number of residential units, the address or location of those units, the name or names of the tenants or lessees of the units, and the rent applicable to each residential rental unit. Said notice shall be signed by all owners of record of the property under penalty of perjury and shall include a certification that actions have been initiated as required by law to terminate existing tenancies through service of a notice of termination of tenancy. The notice must be served by certified mail or any other manner authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental units. Information respecting the name or names of the tenants, the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information by the City for purposes of the Information Practices Act of 1977, as contained in Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code. The City shall, to the extent required by the preceding sentence, be considered an "agency," as defined by Subdivision (b) of Section 1798.3 of the Civil Code.

(2) Prior to the effective date of withdrawal of rental units under this Section, the owner shall cause to be recorded with the County Recorder a memorandum of the notice required by Subsection (f)(1) summarizing its provisions, other than the confidential provisions, in substantially the following form:

Memorandum of Notice Regarding Withdrawal of

Rental Unit From Rent or Lease

This memorandum evidences that the undersigned, as the owner(s) of the property described in Exhibit A attached, has filed a notice, whose contents are certified under penalty of perjury, stating the intent to withdraw from rent or lease all units at said property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act (California Government Code Sections 7060 *et seq.*).

(Signature)

(3) For a notice of intent to withdraw rental units filed with the Rent Board on or before December 31, 1999, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 60 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board.

(4) For a notice of intent to withdraw rental units filed with the Rent Board on or after January 1, 2000, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant or lessee is at least 62 years of age or disabled as defined in Government Code § 12955.3, and has lived in his or her unit for at least one year prior to the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, then the date of withdrawal of the unit of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the Rent Board, provided that the tenant or lessee gives written notice of his or her entitlement to an extension of the date of withdrawal to the owner within 60 days of the date of delivery to the Rent Board of

the Subsection (f)(1) notice of intent to withdraw. In that situation, the following provisions shall apply:

(A) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject to any adjustments otherwise available under Administrative Code Chapter 37.

(B) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(C) The owner may elect to extend the date of withdrawal on any other units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, subject to Subsections (f)(4)(A) and (B).

(D) Within 30 days of the notification by the tenant or lessee to the owner of his or her entitlement to an extension of the date of withdrawal, the owner shall give written notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(E) Within 90 days of the date of delivery to the Rent Board of the notice of intent to withdraw, the owner shall give written notice to the Rent Board and the affected tenant or lessee of the following:

(i) Whether or not the owner disputes the tenant's claim of extension;

(ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the owner does not dispute the tenant's claim of extension; and,

(iii) Whether or not the owner elects to extend the date of withdrawal to other units on the property.

(5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

(A) That the Rent Board has been notified pursuant to Subsection (f)(1);

(B) That the notice to the Rent Board specified the name and the amount of rent paid by the tenant or lessee as an occupant of the rental unit;

(C) The amount of rent the owner specified in the notice to the Rent Board;

(D) The tenant's or lessee's rights to reoccupancy under Section 37.9A(c) if the rental unit is again offered for rent or lease by a current or future owner and to relocation assistance under Section 37.9A(e); and

(E) The rights of qualified elderly or disabled tenants as described under Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(6) Within 30 days after the effective date of withdrawal of rental units under this Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder which describes the property and the dates of applicable restrictions on the property under this Section.

(g) **Successor Owners.** The provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 *et seq.*).

(h) Reports Required.

(1) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Board under Subsection (f)(1), and thereafter not later than December 31st of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the owner of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall notify the Board, in writing, under penalty of perjury, for each such unit:

(A) Whether the unit has been demolished;

(B) If the unit has not been demolished, whether it is in use;

(C) If it is in use, whether it is in residential use;

(D) If it is in residential use, the date the tenancy began, the name of the tenant(s), and the amount of rent charged.

If the unit has been demolished, and one or more new units constructed on the lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit. The Board shall maintain a record of the notices received under Subsection (f) and all notices received under this Section for each unit subject to this reporting requirement.

(2) The Board shall notify each person who is reported as having become a tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it maintains the records described in Subsection (h)(1), and that the rent of the unit may be restricted pursuant to Subsection (a).

(3) The Board shall maintain a register of all rental units withdrawn from rent or lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The Board shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the owner notifies the Board that the unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(4) The Board may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the owner has complied with the provisions of this Section.

(i) This Section 37.9A is enacted principally to exercise specific authority provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California Government Code Sections 7060 *et seq.*). In the case of any amendment to Chapter 12.75 or any other provision of State law which amendment is inconsistent with this Section, this Section shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.

(Added by Ord. 193-86, App. 5/30/86; amended by Ord. 320-94, App. 9/15/94; Ord. 348-99, File No. 991265, App. 12/30/99; Ord. 5-00, File No. 992236, App. 1/14/2000; Ord. 91-03, File No. 030325, App. 5/16/2003; Ord. 21-05, File No. 041151, App. 1/21/2005; Ord. 54-14, File No. 140096, Eff. 6/1/2014; Ord. 68-15, File No. 150117, App. 5/15/2015, Eff. 6/14/2015; Ord. 121-15, File No. 150646, Eff. 11/8/2015; Ord. 6-17, File No. 161081, App. 1/20/2017, Eff. 2/19/2017; Ord. 123-17, File No. 170420, App. 6/22/2017, Eff. 7/22/2017; Ord. 296-19, File No. 191105, App. 12/20/2019, Eff. 1/20/2020)

**Editor's Note:*

The California Court of Appeal has struck down Section 37.9A, subsection 37.9A(e)(3)(E). See Coyne v. City and County of San Francisco 9 Cal. App. 5th 1215 (Cal. App. 1st Dist. 2017). Because subsections 37.9A(e)(3)(F), 37.9A(e)(3)(G), 37.9A(e)(3)(H), and 37.9A(e)(3)(I) implement the invalidated subsection, they too have no further effect.

**San Francisco Residential Rent Stabilization and Arbitration Board's
Notice to Tenant Required by Rent Ordinance Section 37.9(c)**



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4600 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at www.sfrb.org.

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at www.sfmohcd.org for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4600 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sfrb.org.

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en www.sfmohcd.org para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4600 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sfrb.org.

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trưởng (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ www.sfmohcd.org để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco* (*San Francisco Housing Resource Guide*) tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4600 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：www.sfrb.org。

您可能資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4600 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sfrb.org.

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («МОHCD»), www.sfmohcd.org, где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4600 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sfrb.org.

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa www.sfmohcd.org para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.



San Francisco Residential Rent Stabilization and Arbitration Board

If you require this form in Spanish, Chinese or Filipino, please call 415-252-4600 or visit the Rent Board's office at 25 Van Ness Avenue, #320, San Francisco.

Si necesita este formulario en Español, por favor llame al 415-252-4600 o visite a la oficina de La Junta del Control de Rentas en 25 Van Ness Avenue, #320, San Francisco.

如果您需要此表格的中文版本，請致電 415-252-4600 或造訪租務委員會辦公室，地址是：25 Van Ness Avenue, #320, San Francisco.

Kung kailangan ninyo ng form na ito sa Filipino, mangyaring tumawag sa 415-252-4600 o pumunta sa opisina ng San Francisco Rent Board na matatagpuan sa 25 Van Ness Avenue, #320, San Francisco.

NOTICE TO TENANT OF OWNER'S FILING OF NOTICE OF INTENT TO WITHDRAW RENTAL UNITS UNDER THE ELLIS ACT

The owner of your building has filed a Notice of Intent To Withdraw Rental Units with the Rent Board. The procedures for withdrawing rental units from rent or lease under the Ellis Act are set forth in Government Code section 7060 et seq., and Section 37.9A of the San Francisco Rent Ordinance, Chapter 37 of the San Francisco Administrative Code. This provides a summary description of the most important requirements. Since proper withdrawal from the rental market is a basis to evict the tenants, tenants are advised to obtain legal advice from an attorney regarding their specific situation.

An owner withdraws from the rental market under the Ellis Act by filing a Notice of Intent To Withdraw Rental Units with the Rent Board. The Notice provides information about the rental units and must be signed under penalty of perjury by all owners of record of the property. Withdrawal of the property is effective 120 days after delivery of the Notice of Intent on the Rent Board, except elderly (aged 62 or older) or disabled tenants who have lived in the unit for at least a year have the right to extend the date of withdrawal from 120 days to one year as explained below.

Withdrawal is not permitted in the following circumstances:

1. To withdraw some but not all residential rental units on the property;
2. To withdraw a rental unit during the term of a fixed-term lease; or
3. To discriminate against a tenant.

The owner must certify in the Notice of Intent that the owner has served existing tenants with notices of termination of tenancy. The owner can serve the notices of termination of tenancy by certified or registered mail or by any other method authorized by law. The date of withdrawal for all tenants (including elderly and disabled tenants) is initially 120 days after delivery of the Notice of Intent on the Rent Board. **Elderly or disabled tenants who have lived in the unit for at least a year have the right to extend the date of withdrawal of the property from 120 days to one year.** An elderly (aged 62 or older) or disabled tenant claiming the extension must notify the owner in writing within sixty (60) days after the owner files the Notice of Intent with the Rent Board. Within thirty (30) days of receipt of a tenant's claim to an extension, the owner must notify the Rent Board in writing of the claim. In the event an elderly or disabled tenant claims an extension, the owner has the option of extending the tenancies

San Francisco Residential Rent Stabilization and Arbitration Board

(i.e. move-out date) for other units in the building up to one year. Within ninety (90) days of filing of the Notice of Intent, the owner must inform the Rent Board if the owner disputes the tenant's extension claim and the revised date of withdrawal of the property if the owner does not dispute a tenant's claim of extension. The notice must also state whether the owner is extending the tenancies for other units in the building.

Within fifteen (15) days after filing the Notice of Intent To Withdraw Rental Units with the Rent Board, the owner must notify the tenants that the Notice of Intent has been filed, that the tenants have certain rights to reoccupancy, and that tenants have the right to receive certain relocation payments under Rent Ordinance Section 37.9A(e). The required relocation payments are set forth in the attached "Relocation Payments for Tenants Evicted Under the Ellis Act".

After withdrawal of the rental units from rent or lease, the Rent Board will record a Notice of Constraints restricting the future rental use of the units in the following ways:

1. The amount of rent charged is subject to rent control limitations for all tenancies commenced within the five (5) year period after withdrawal; and
2. The unit must be offered to the displaced tenant for ten years after withdrawal. The owner must notify the displaced tenant and the Rent Board if the unit is to be offered for rent again within ten (10) years of the date of withdrawal.

In addition, other City Codes, including but not limited to the Planning Code, Building Code, Subdivision Code and Administrative Code, contain certain restrictions for units that have been withdrawn from the rental market under the Ellis Act.

The Rent Board will maintain a list of rental units withdrawn from rent or lease and the names of the displaced tenants. If tenants want to be notified if withdrawn units are offered again for rent within ten years of withdrawal, tenants must request notice and provide current addresses to the owner. Tenants are strongly encouraged to also file this request with the Rent Board. Tenants can do so by completing a Notice of Interest in Renewed Accommodations form and returning it to the owner and the Rent Board.

Possible Eligibility for Affordable Housing Assistance

In addition, a tenant who has lived in the unit for at least ten (10) years, or at least five (5) years if the tenant is suffering from a life threatening illness or is disabled, is entitled to preference in occupying units or receiving assistance under all affirmative housing programs administered by the City if the tenant received a notice on or after January 1, 2012 that his or her landlord plans to withdraw the tenant's rental unit from the rental market under the Ellis Act. For more information about such assistance, please contact the Mayor's Office of Housing at (415) 701-5613.

City Codes Regarding Habitability

Information on City codes designed to insure the habitability of residential units as well as the Department of Building Inspection's code enforcement process can be found on the Department's web site at www.sfdbi.org.

EXHIBIT 2

NOTICE OF TERMINATION OF TENANCY

TO: Michael Bloomfield a.k.a. Mike Bloomfield,
Margaret Bloomfield a.k.a. Meg Bloomfield,
DOES 1 to 20, and any other occupant claiming the right to possession

Premises to which this notice relates:

526 Lake Street,
City and County of San Francisco, California 94118,
including all parking, storage, and common areas

NOTICE IS HEREBY GIVEN that your tenancy of the aforesaid premises is terminated at the end of the day on September 9, 2022, which is 120 days after the filing of a Notice of Intent to Withdraw Residential Units from the Rental Market pursuant to San Francisco Administrative Code Section 37.9A. The Notice of Intent to Withdraw Residential Units from the Rental Market pursuant to San Francisco Administrative Code (hereinafter referred to as "SFAC") Section 37.9A will be filed on May 12, 2022. You will be served with notice of that filing separately. You are required to deliver possession of the aforesaid premises to the owner of the aforesaid premises, on or before the end of the day on September 9, 2022.

Possession of the aforesaid premises is sought pursuant to SFAC Section 37.9(a)(13) and California Government Code Section 7060 et seq. The owner of the premises wishes to withdraw from rent or lease all rental units within any detached physical structure and, in addition, in the case of any detached physical structure containing three or fewer rental units, any other rental units on the same lot, and complies in full with SFAC Section 37.9A and California Government Code Section 7060 et seq. with respect to each such unit; provided, however, that guestrooms or efficiency units within a residential hotel, as defined in Section 50519 of the Health and Safety Code, may not be withdrawn from rent or lease if the residential hotel has a permit of occupancy issued prior to January 1, 1990, and if the residential hotel did not send a notice of intent to withdraw the units from rent or lease (Administrative Code Section 37.9A(f), Government Code Section 7060.4(a)) that was delivered to the Rent Board prior to January 1, 2004.

You have rights and obligations under SFAC Section 37.9A, including the tenant's right to renew the tenancy if proper notification is given within 30 days after vacating the unit, and the tenant's entitlement to relocation payment in certain circumstances. **You are hereby notified that you have rights under San Francisco Administrative Code §37.9A, a true and correct copy of which is attached hereto and incorporated herein by reference.**

SFAC Section 37.9A(e)(4) provides that any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under this subsection 37.9A(e)(1) or (2) or (3) and the amount which the landlord believes to be due. **Accordingly, you are hereby notified of the right to receive payment under San Francisco Administrative Code subsection 37.9A(e) (3).**

SFAC Section 37.9A (e) (3) provides in relevant part:

(3) **On or After February 20, 2005.** Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to subsections 37.9A(e)(3)(B), (C), and (D) below, the landlord shall be required to pay a relocation benefit on behalf of each authorized occupant of the rental unit regardless of the occupant's age ("Eligible Tenant"). The amount of the relocation payment shall be \$4,500 per Eligible Tenant, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the Eligible Tenant vacates the unit;

(B) In the event there are more than three Eligible Tenants in a unit, the total relocation payment shall be \$13,500, which shall be allocated proportionally among the Eligible Tenant based on the total number of Eligible Tenant in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any Eligible Tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within 15 calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

Please note that, in accordance with SFAC Section 37.9A(e)(3)(D), relocation payments specified in SFAC Sections 37.9(A)(e)(3)(A) and (B) and (C) have been increased for notices of intent to withdraw rental units filed between March 1, 2022 and February 28, 2023 as follows: Section 37.9(A)(e)(3)(A) was increased to \$7,426.54; Section 37.9(A)(e)(3)(B) was increased to \$22,279.62 and Section 37.9(A)(e)(3)(C) was increased to \$4,951.02.

You are hereby notified of SFAC Section 37.9A(f)(1) and Section 7060.4(a) of the California Government Code. See San Francisco Administrative Code Section 37.9A(f)(1), a true and correct copy of which is attached hereto and incorporated herein by reference. Section 7060.4(a) of the California Government Code provides:

Any public entity which, by a valid exercise of its police power, has in effect any control or system of control on the price at which accommodations are offered for rent or lease, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that the owner notify the entity of an intention to withdraw those accommodations from rent

or lease and may require that the notice contain statements, under penalty of perjury, providing information on the number of accommodations, the address or location of those accommodations, the name or names of the tenants or lessees of the accommodations, and the rent applicable to each residential rental unit.

Information respecting the name or names of the tenants, the rent applicable to any residential rental unit, or the total number of accommodations, is confidential information and for purposes of this chapter shall be treated as confidential information by any public entity for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). A public entity shall, to the extent required by the preceding sentence, be considered an "agency," as defined by subdivision (d) of Section 1798.3 of the Civil Code.

You are further notified that you have rights under SFAC Section 37.9A(c) which provides:

(c) Rights to Re-Rent. Any owner who again offers for rent or lease any unit covered by Subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed, the owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this Subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within 30 days thereafter agree and notify the landlord

of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

Based upon the above provisions, the owner hereby notifies you that Michael Bloomfield a.k.a. Mike Bloomfield and Margaret Bloomfield a.k.a. Meg Bloomfield are Eligible Tenants and have the right to receive payment under SFAC Section 37.9A(e)(3) and that the amounts which the landlord believes to be due are as follows: Michael Bloomfield a.k.a. Mike Bloomfield, \$7,426.54 and Margaret Bloomfield a.k.a. Meg Bloomfield, \$7,426.54. Half of this amount is being paid with this notice as follows:

- Check payable to Michael Bloomfield a.k.a. Mike Bloomfield in the amount of \$3,713.27; and
- Check payable to Margaret Bloomfield a.k.a. Meg Bloomfield in the amount of \$3,713.27.

You may notify owners if you believe you are entitled to an additional payment under SFAC Section 37.9A(e)(3).

You are further notified of your rights and the landlord's rights under SFAC Section 37.9A(f)(4) and California Government Code Section 7060.4(b). See SFAC Section 37.9A(f)(4), a true and correct copy of which is attached hereto and incorporated herein by reference. Section 7060.4(b) of the California Government Code provides in pertinent part:

... if the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations or unit within the accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw pursuant to subdivision (a), then the date of withdrawal of the accommodations of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the public entity, provided that the tenant or lessee gives written notice of their entitlement to an extension to the owner within 60 days of the date of delivery to the public entity of the notice of intent to withdraw. In that situation, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The owner may elect to extend the tenancy on any other unit within the accommodations up to one year after date of delivery to the public entity of the notice of intent to withdraw, subject to paragraphs (1) and (2).

(4) Within 30 days of the notification by the tenant or lessee to the owner of their entitlement to an extension, the owner shall give written notice to the public entity of the

claim that the tenant or lessee is entitled to stay in their accommodations or unit within the accommodations for one year after date of delivery to the public entity of the notice of intent to withdraw.

(5) Within 90 days of date of delivery to the public entity of the notice of intent to withdraw, the owner shall give written notice of the owner's election to extend a tenancy under paragraph (3) and the revised date of withdrawal to the public entity and any tenant or lessee whose tenancy is extended.

(6) The date of withdrawal for the accommodations as a whole, for purposes of calculating the time periods described in Section 7060.2, shall be the latest termination date among all tenants within the accommodations, as stated in the notices required by paragraphs (4) and (5). An owner's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (4) and (5) shall not extend the date of withdrawal.

You are further notified of your rights and the landlord's rights under California Government Code Section 7060.4(c) which provides:

(c) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify any tenant or lessee displaced pursuant to this chapter of the following:

(1) That the public entity has been notified pursuant to subdivision (a).

(2) That the notice to the public entity specified the name and the amount of rent paid by the tenant or lessee as an occupant of the accommodations.

(3) The amount of rent the owner specified in the notice to the public entity.

(4) Notice to the tenant or lessee of their rights under paragraph (3) of subdivision (b) of Section 7060.2.

(5) Notice to the tenant or lessee of the following:

(A) If the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the public entity of the notice of intent to withdraw, provided that the tenant or lessee gives written notice of their entitlement to the owner within 60 days of date of delivery to the public entity of the notice of intent to withdraw.

(B) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(C) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

You are further notified that SFAC Section 37.9A(g) provides that "[t]he provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 *et seq.*)."

If, subject to the above, you fail to vacate on or before the end of the day on September 9, 2022, or the expiration of the extended period if you exercise a right to extend, then the landlord intends to take legal action against you, which could result in a judgment against you.

Rent will be due on a pro rata basis through September 9, 2022, or through the expiration of the extended period if you exercise a right to extend.

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.

A copy of the San Francisco Residential Rent Stabilization and Arbitration Board's Notice to Tenant Required by Rent Ordinance Section 37.9(c) is attached hereto.

The ground set forth in SFAC Section 37.9(a)(13) is the landlord's dominant motive for recovering possession.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco.

This notice is intended as a notice terminating your tenancy. This notice is being served on you by certified mail and a copy of the notice is being sent to you by regular mail.

Any notification from you to the owner may be given to the owner in writing and delivered in care of owner's attorneys designated below.

Fried, Williams & Grice Conner LLP



By: David Semel, Attorneys for
Owners Gregory C. Germano, Georgina A. Germano
625 Market Street, 4th Floor
San Francisco, CA 94105
Telephone: 415-421-0100

San Francisco Administrative Code §37.9A

SEC. 37.9A. TENANT RIGHTS IN CERTAIN DISPLACEMENTS UNDER SECTION 37.9(a)(13).

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13) (withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 *et seq.*), if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9A(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this Chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section 37.9A(n)(1).

(b) **Treatment of Replacement Units.** If one or more units covered by Subsection (a) is demolished, and one or more new units qualifying as rental units under this Chapter but for the date on which they first receive a certificate of final completion and occupancy are constructed on the same property, and offered for rent or lease within five years of the date the last of the original units became vacant, the newly constructed units shall be offered at rents not greater than those reasonably calculated to produce a fair and reasonable return on the newly constructed units, notwithstanding Section 37.3(g) or any other provision of this Chapter. The provisions of this Chapter shall thereafter apply. The Board shall adopt rules for determining the rents necessary to provide a fair and reasonable return.

(c) **Rights to Re-Rent.** Any owner who again offers for rent or lease any unit covered by Subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed, the owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this Subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within 30 days thereafter agree and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

(d) **Re-Rental Within Two Years.** If a unit covered by Subsection (a) is offered for rent or lease within two years of the date of withdrawal:

(1) The owner shall be liable to any tenant or lessee who was displaced from the property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of withdrawal of the unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(2) The City may institute a civil proceeding against the owner who has again offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees. Any action by the City pursuant to this paragraph shall be brought within three years of the withdrawal of the unit from rent or lease.

(c) Relocation Payments to Tenants.

(1) **Before August 10, 2004, Low Income, Elderly or Disabled.** Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units was filed with the Board before August 10, 2004, the relocation payments described in this Subsection 37.9A (e)(1) shall be limited to tenants who are members of lower income households, who are elderly, or who are disabled, as defined below.

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit based upon Section 37.9(a)(13), in addition to all rights under any other provisions of law, shall be entitled to receive \$4,500, \$2,250 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250 of which shall be paid when the tenants vacate the unit.

(B) With respect to Subsection 37.9A(e)(1)(A), the Mayor's Office of Housing or its successor agency shall annually determine the income limits for lower income households, adjusted for household size.

(C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at the time such notice is served, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive \$3,000, \$1,500 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the tenant vacates the unit.

(D) The payments due pursuant to this Subsection 37.9A(e)(1) for any unit which is occupied by more than one tenant shall be divided equally among all the occupying tenants, excluding those tenants who are separately entitled to payments under Subsection 37.9A(e)(1)(C) above.

(2) **On August 10, 2004 and until February 19, 2005.** Where a landlord seeks eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units is filed with the Board on or after August 10, 2004 through February 19, 2005, or (ii) the notice of intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as follows:

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500, \$2,250 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250 of which shall be paid when the tenants vacate the unit.

(B) Subject to Subsections 37.9A(e)(2)(C) and (D) below, tenants who are not members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500, which shall be paid when the tenant vacates the unit;

(C) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit;

(D) Notwithstanding Subsection 37.9A(e)(2)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(3) **On or After February 20, 2005.** Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to Subsections 37.9A(e)(3)(B), (C), and (D) below, the landlord shall be required to pay a relocation benefit on behalf of each authorized occupant of the rental unit regardless of the occupant's age ("Eligible Tenant"). The amount of the relocation benefit shall be \$4,500 per Eligible Tenant, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the Eligible Tenant vacates the unit;

(B) In the event there are more than three Eligible Tenants in a unit, the total relocation payment shall be \$13,500, which shall be allocated proportionally among the Eligible Tenants based on the total number of Eligible Tenants in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any Eligible Tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within 15 calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

(F)* (i) Notwithstanding Subsections 37.9A(e)(3)(A)-(D), as of June 1, 2014, each tenant shall be entitled to a relocation

payment equal to the greater of:

- a. the payment specified in Subsections 37.9A(e)(3)(A)-(D); or
- b. the relocation payment calculated in accordance with Subsection 37.9A(e)(3)(E)(iii) below based on the Rental Payment Differential as described in Subsection 37.9A(e)(3)(E)(ii) below.

(ii) The Rental Payment Differential is an amount equal to the difference between the unit's monthly rental rate at the time the landlord files the notice of intent to withdraw rental units with the Board, and the monthly market rental rate for a unit in San Francisco as determined by the Controller's Office, based on data on the San Francisco rental market acquired from a publication or posting of RealFacts or another analysis or analyses of the San Francisco rental market providing a reliable measure of average market rental rates in San Francisco for the immediately prior calendar year, and if that year's data is unavailable, data for the most recent prior calendar year that is available. The Controller shall establish a San Francisco Rental Payment Differential Report within five business days of the effective date of the ordinance amending this subsection (E) (Ordinance No. 68-15), and thereafter by March 1 of each calendar year. The Controller shall provide such Report to the Rent Board, which shall make the Report publicly available on the Rent Board's website and at the Rent Board office. In determining annual changes in the rental market, the Controller shall rely on market data that reasonably reflects a representative sample of rental apartments in San Francisco. For a Rental Payment Differential based on RealFacts data, rental rates shall be determined as follows:

- a. the rental rate for units with 1 Bedroom shall be based on the data from RealFacts for a unit with 1 bedroom and 1 bath;
- b. the rental rate for units with 2 Bedrooms shall be based on the data from RealFacts for a unit with 2 bedrooms and 2 baths;
- c. the rental rate for units with 3 or more Bedrooms shall be based on the data from RealFacts for a unit with 3 bedrooms and 2 baths; and
- d. the rental rate for units without a Bedroom shall be based on the data from RealFacts for a studio.

(iii) The relocation payment for a unit shall be calculated by multiplying the Rental Payment Differential by 24 to cover a two-year period. Notwithstanding any other provision of this Section 37.9A, in no event shall the relocation payment for a unit exceed \$50,000. Each tenant of the unit as of the date the landlord files the notice of intent to withdraw rental units with the Board shall be entitled to the relocation payment for that unit divided equally by the number of tenants in the unit. In addition to receiving his or her relocation payment in accordance with the calculation required by this Subsection 37.9A(e)(3)(E)(iii), any tenant who qualifies for payment under Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. The \$50,000 cap on relocation payments does not include any payments for which the tenant qualifies under Subsections 37.9A(e)(3)(C) as adjusted by (D).

(iv) The landlord shall not have any obligation to pay any portion of the relocation payment under Subsection 37.9A(e)(3)(E)(i)b. to the tenant until the tenant submits to the landlord a written statement, executed by the tenant under penalty of perjury, stating that the tenant will use the relocation payment solely for Relocation Costs, as such term is defined in Section 37.9A(e)(3)(E)(vi)b. below, and which provides the address of the rental unit from which the tenant is being evicted, the name of the tenant, the name of the landlord, and the date of service of the notice of termination of tenancy (the "Declaration"). On or before the date the landlord serves the tenant with the notice of termination of tenancy, the landlord shall provide the tenant any Declaration form that the Rent Board prepares and makes available on its website and notify the tenant in writing that the landlord does not have an obligation to make any portion of the relocation payment prior to the landlord's receipt of the Declaration. If the landlord receives the Declaration on or after serving the notice of termination of tenancy, but before the tenant vacates the unit, the landlord shall pay one half of the tenant's relocation payment on receipt of the Declaration and the remaining half of the payment on the tenant's vacation of the unit. If the landlord receives the Declaration on or after the date that the tenant vacates the unit, the landlord shall pay the full amount of the relocation payment on receipt of the Declaration.

(v) For each expenditure of relocation payment, a tenant shall maintain any invoices, receipts, or other documented proof of the expenditure for a period of at least three years after the date the tenant vacates the tenant's unit. During this three-year period, the tenant shall provide the landlord a copy of such proof of expenditure within 10 business days of receipt of a written request from the landlord. The landlord may request copies of a tenant's proof of expenditure not more than twice in a 12-month period. No more than three years after the tenant has vacated the unit, the tenant shall reimburse the landlord for any portion of the relocation payment paid to the tenant that the tenant cannot demonstrate was used for Relocation Costs.

(vi) For purposes of this Section 37.9A, the following definitions apply:

- a. "Bedroom" means any room that: 1. is used primarily as quarters for sleeping; 2. contains at least 70 square feet, exclusive of closets, bathrooms, or similar spaces, and 3. has at least one window opening to an area which leads either to a street, light well, courtyard or rear yard.
- b. "Relocation Costs" means any of the following costs incurred by an evicted tenant: rent payments for a replacement dwelling, the purchase price of a replacement dwelling, any costs incurred in moving to a replacement dwelling, or any costs that the tenant can demonstrate were incurred to mitigate the adverse impacts on the tenant of the eviction.
- c. "San Francisco Rental Payment Differential Report" means a report on the average rental values for dwelling units in San Francisco to be used in calculating relocation payments in accordance with Subsection 37.9A(e)(3)(E)(iii).

(F)* Any tenant who has received a notice of termination of tenancy, but who has not yet vacated the unit by the operative date of the ordinance creating subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the greater of the relocation payment specified in Section 37.9A(e)(3)(A)-(D) or the relocation payment calculated in accordance with Subsection 37.9A(e)(3)(E)(iii), reduced by any payment the tenant has received under Subsections 37.9A(e)(3)(A)-(D), upon vacating the unit.

(G)* (i) If payment of the relocation payment under Subsection 37.9A(e)(3)(E)(i)b. would constitute an undue financial hardship for a landlord in light of all of the resources available to the landlord, the landlord may file a written request, on a form provided by the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with the Rent Board, with supporting evidence. The Board, or its designated Administrative Law Judges, may order a reduction, payment plan, or any other relief they determine is justified following a hearing on the request.

(ii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall consider all relevant factors, including the number of units in the building and any evidence submitted regarding the landlord's age, length of ownership of the building, ownership of any other buildings, income, expenses, other assets, debt, health, and health care costs, except as provided in Subsection (iii).

(iii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall not consider any of the following types of assets owned by the landlord:

- a. Assets held in retirement accounts; and
- b. Non-liquid personal property.

(H)* Without limiting or otherwise affecting the landlord's right to obtain a hardship adjustment under Subsection 37.9A(e)(3)(G), the landlord may file a written request, on a form provided by the Rent Board, for a hearing with the Rent Board claiming that the San Francisco Rental Payment Differential Report established in Subsection 37.9A(e)(3)(I)(ii) does not reasonably reflect the market rental rate for a comparable unit in San Francisco and would result in an overpayment by the landlord ("Rent Differential Recalculation Request"). The landlord shall include evidence in support of the request. If the Board, or its designated Administrative Law Judges, grant(s) the request in whole or part, they shall order an appropriate adjustment of the payment due from the landlord.

(I)* For purposes of considering Hardship Adjustment and Rent Differential Recalculation Requests under Subsections 37.9A(e)(3)(G) and (H), the Board shall follow a process consistent with the existing Board hearing process under Section 37.8. If a landlord submits both types of hearing requests, the Board may consolidate its hearing of the two requests.

(4) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under Subsections 37.9A(e)(1) or (2) or (3) and the amount of payment which the landlord believes to be due.

(f) Notice to Rent Board; Recordation of Notice; Effective Date of Withdrawal.

(1) Any owner who intends to withdraw from rent or lease any rental unit shall notify the Rent Board in writing of said intention. Said notice shall contain statements, under penalty of perjury, providing information on the number of residential units, the address or location of those units, the name or names of the tenants or lessees of the units, and the rent applicable to each residential rental unit. Said notice shall be signed by all owners of record of the property under penalty of perjury and shall include a certification that actions have been initiated as required by law to terminate existing tenancies through service of a notice of termination of tenancy. The notice must be served by certified mail or any other manner authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental units. Information respecting the name or names of the tenants, the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information by the City for purposes of the Information Practices Act of 1977, as contained in Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code. The City shall, to the extent required by the preceding sentence, be considered an "agency," as defined by Subdivision (b) of Section 1798.3 of the Civil Code.

(2) Prior to the effective date of withdrawal of rental units under this Section, the owner shall cause to be recorded with the County Recorder a memorandum of the notice required by Subsection (f)(1) summarizing its provisions, other than the confidential provisions, in substantially the following form:

**Memorandum of Notice Regarding Withdrawal of
Rental Unit From Rent or Lease**

This memorandum evidences that the undersigned, as the owner(s) of the property described in Exhibit A attached, has filed a notice, whose contents are certified under penalty of perjury, stating the intent to withdraw from rent or lease all units at said property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act (California Government Code Sections 7060 *et seq.*).

(Signature)

(3) For a notice of intent to withdraw rental units filed with the Rent Board on or before December 31, 1999, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 60 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board.

(4) For a notice of intent to withdraw rental units filed with the Rent Board on or after January 1, 2000, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant or lessee is at least 62 years of age or disabled as defined in Government Code § 12955.3, and has lived in his or her unit for at least one year prior to the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, then the date of withdrawal of the unit of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the Rent Board, provided that the tenant or lessee gives written notice of his or her entitlement to an extension of the date of withdrawal to the owner within 60 days of the date of delivery to the Rent Board of

the Subsection (f)(1) notice of intent to withdraw. In that situation, the following provisions shall apply:

(A) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject to any adjustments otherwise available under Administrative Code Chapter 37.

(B) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(C) The owner may elect to extend the date of withdrawal on any other units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, subject to Subsections (f)(4)(A) and (B).

(D) Within 30 days of the notification by the tenant or lessee to the owner of his or her entitlement to an extension of the date of withdrawal, the owner shall give written notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(E) Within 90 days of the date of delivery to the Rent Board of the notice of intent to withdraw, the owner shall give written notice to the Rent Board and the affected tenant or lessee of the following:

(i) Whether or not the owner disputes the tenant's claim of extension;

(ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the owner does not dispute the tenant's claim of extension; and,

(iii) Whether or not the owner elects to extend the date of withdrawal to other units on the property.

(5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

(A) That the Rent Board has been notified pursuant to Subsection (f)(1);

(B) That the notice to the Rent Board specified the name and the amount of rent paid by the tenant or lessee as an occupant of the rental unit;

(C) The amount of rent the owner specified in the notice to the Rent Board;

(D) The tenant's or lessee's rights to reoccupancy under Section 37.9A(e) if the rental unit is again offered for rent or lease by a current or future owner and to relocation assistance under Section 37.9A(e); and

(E) The rights of qualified elderly or disabled tenants as described under Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(6) Within 30 days after the effective date of withdrawal of rental units under this Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder which describes the property and the dates of applicable restrictions on the property under this Section.

(g) **Successor Owners.** The provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 *et seq.*).

(h) Reports Required.

(1) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Board under Subsection (f)(1), and thereafter not later than December 31st of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the owner of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall notify the Board, in writing, under penalty of perjury, for each such unit:

(A) Whether the unit has been demolished;

(B) If the unit has not been demolished, whether it is in use;

(C) If it is in use, whether it is in residential use;

(D) If it is in residential use, the date the tenancy began, the name of the tenant(s), and the amount of rent charged.

If the unit has been demolished, and one or more new units constructed on the lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit. The Board shall maintain a record of the notices received under Subsection (f) and all notices received under this Section for each unit subject to this reporting requirement.

(2) The Board shall notify each person who is reported as having become a tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it maintains the records described in Subsection (h)(1), and that the rent of the unit may be restricted pursuant to Subsection (a).

(3) The Board shall maintain a register of all rental units withdrawn from rent or lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The Board shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the owner notifies the Board that the unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(4) The Board may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the owner has complied with the provisions of this Section.

(i) This Section 37.9A is enacted principally to exercise specific authority provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California Government Code Sections 7060 *et seq.*). In the case of any amendment to Chapter 12.75 or any other provision of State law which amendment is inconsistent with this Section, this Section shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.

(Added by Ord. 193-86, App. 5/30/86; amended by Ord. 320-94, App. 9/15/94; Ord. 348-99, File No. 991265, App. 12/30/99; Ord. 5-00, File No. 992236, App. 1/14/2000; Ord. 91-03, File No. 030325, App. 5/16/2003; Ord. 21-05, File No. 041151, App. 1/21/2005; Ord. ~~54-14~~, File No. 140096, Eff. 6/1/2014; Ord. ~~68-15~~, File No. 150117, App. 5/15/2015, Eff. 6/14/2015; Ord. ~~171-15~~, File No. 150646, Eff. 11/8/2015; Ord. ~~6-17~~, File No. 161081, App. 1/20/2017, Eff. 2/19/2017; Ord. ~~123-17~~, File No. 170420, App. 6/22/2017, Eff. 7/22/2017; Ord. ~~226-19~~, File No. 191105, App. 12/20/2019, Eff. 1/20/2020)

***Editor's Note:**

The California Court of Appeal has struck down Section 37.9A, subsection 37.9A(e)(3)(E). See Coyne v. City and County of San Francisco 9 Cal. App. 5th 1215 (Cal. App. 1st Dist. 2017). Because subsections 37.9A(e)(3)(F), 37.9A(e)(3)(G), 37.9A(e)(3)(H), and 37.9A(e)(3)(I) implement the invalidated subsection, they too have no further effect.

**San Francisco Residential Rent Stabilization and Arbitration Board's
Notice to Tenant Required by Rent Ordinance Section 37.9(c)**



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4600 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at www.sfrb.org.

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at www.sfmohcd.org for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4600 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sfrb.org.

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en www.sfmohcd.org para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4600 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sfrb.org.

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trường (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ www.sfmohcd.org để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4600 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：www.sfrb.org。

您可能也有資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能也有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4600 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sfrb.org.

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («МОHCD»), www.sfmohcd.org, где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобной рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4600 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sfrb.org.

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa www.sfmohcd.org para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preferensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

NOTICE OF TENANT OPTION TO REQUEST AN INITIAL INSPECTION

TO: Michael Bloomfield a.k.a. Mike Bloomfield, Margaret Bloomfield a.k.a. Meg Bloomfield,
DOES 1 TO 20, and any other occupant(s) claiming the right to possession.

Premises to which this notice relates: 526 Lake Street,
City and County of San Francisco, California 94118, including all parking, storage and common areas.

1. You are hereby notified that you may have the legal right to request an initial inspection of your unit, and you have the right to be present during that inspection.
2. Upon your request, the Landlord will make an initial inspection of your unit at a reasonable time, but no earlier than two weeks before the termination of your tenancy or the end of the lease date.
3. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit.
4. You may not make any repairs to the unit that are prohibited by the Rental/Lease Agreement.
5. An Itemized Statement specifying the repairs or cleaning that are proposed to be the basis for deductions from the security deposit shall be given to you, if you are present for the inspection or shall be left inside the premises. This will not be a final accounting of deductions from the security deposit. The itemized statement does not prevent a landlord from using the security deposit for any purpose allowed by law that occurs between completion of the initial inspection and termination of the tenancy or was not identified during the initial inspection due to the presence of a tenant's possessions.
6. You may make the corrections (that are not prohibited by the Rental/Lease Agreement or by law) during the period following the inspection through the termination of the tenancy in order to avoid deductions from the security deposit.
7. You have the right to be present during the inspection, however, the inspection may take place in your absence with your consent.
8. No later than three weeks (21 days) after Landlord has regained possession of the premises, Landlord will provide you with an itemized disposition of security deposit, indicating the basis for, and the amount of, any security received and the disposition of the security, and Landlord will return any remaining portion of security deposit to you.
9. 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.

Fried, Williams & Grice Conner LLP

by David Semel, Attorneys for Landlords Gregory C. Germano, Georgina A. Germano
625 Market Street, 4th Floor, San Francisco, CA 94105
Telephone: 415-421-0100

To Tenant(s): please check the appropriate boxes below, sign the form, and return it to the Landlord at the address stated above.
(Check only one option below)

- ☐ I/We decline the initial inspection.
- ☐ I/We request the initial inspection of my unit, and I wish to be present.
- ☐ I/We request the initial inspection of my unit, but I will not be present.

Tenant's phone number to contact to arrange for the inspection: _____
(if requesting initial inspection, check only one option below)

- ☐ I/We waive my right to 48-hour notice by the Landlord prior to his/her entry of the unit to perform the initial inspection, as allowed by Civil Code Section 1950.5(f)(1).
- ☐ I/We want Landlord to provide 48-hour notice prior to their entry of the unit to perform the initial inspection.

Date Tenant

Date Tenant

Exhibit 3

June 22, 2022

Mr. Gregory C. Germano
Ms. Georgina A. Germano
c/o Fried, Williams & Grice Conner LLP
Attn: David Semel, Esq.
625 Market Street, 4th Floor
San Francisco, CA 94105

Dear Mr. and Ms. Germano,

As you know, I am in receipt of your Notice of Intent to Withdraw Rental Units.

Please be advised that I, Margaret Bloomfield, a.k.a. Meg Bloomfield, am a senior.

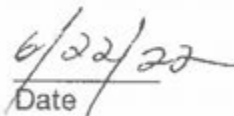
Be also advised that I am hereby exercising my right to claim the one year extension of the withdrawal of the property, specifically 526 Lake Street, San Francisco, CA, to which I am entitled due to my age.

I understand the one year extension will terminate on May 12, 2023. Should I decide to vacate the property sooner than that date, I will provide 30 days notice.

I hereby request the additional relocation fee due a senior under the Ellis Act.

Best regards.


Margaret Bloomfield


Date

June 22, 2022

Mr. Gregory C. Germano
Ms. Georgina A. Germano
c/o Fried, Williams & Grice Conner LLP
Attn: David Semel, Esq.
625 Market Street, 4th Floor
San Francisco, CA 94105

Dear Mr. and Ms. Germano,

As you know, I am in receipt of your Notice of Intent to Withdraw Rental Units.

Please be advised that I, Michael Bloomfield, a.k.a. Mike Bloomfield, am disabled.

Be also advised that I am hereby exercising my right to claim the one year extension of the withdrawal of the property, specifically 526 Lake Street, San Francisco, CA, to which I am entitled due to my disability.

I understand the one year extension will terminate on May 12, 2023. Should I decide to vacate the property sooner than that date, I will provide 30 days notice.

I hereby request the additional relocation fee due a disabled person under the Ellis Act.

Best regards,


Michael Bloomfield

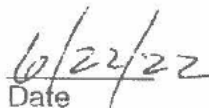

Date

EXHIBIT 4

Permit Details Report**Report Date:** 10/7/2022 10:18:38 AM**Application Number:** 202207289473**Form Number:** 8**Address(es):** 1352 / 020 / 1524 LAKE ST**Description:** REMOVE OLD CABINETS, REPLACE WITH NEW CABINETS AND COUNTER TOP W/ SINK, DISPOSAL, BACK SPLASH, NEW FLOORING, PAINT, LIGHTING, COUNTER OUTLETS.**Cost:** \$15,000.00**Occupancy Code:** R-2**Building Use:** 24 - APARTMENTS**Disposition / Stage:**

Action Date	Stage	Comments
7/28/2022	TRIAGE	
7/28/2022	FILING	
7/28/2022	FILED	
8/2/2022	APPROVED	
8/2/2022	ISSUED	

Contact Details:**Contractor Details:****License Number:** OWN**Name:** OWNER OWNER**Company Name:** OWNER**Address:** OWNER * OWNER CA 00000-0000**Phone:****Addenda Details:****Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	7/28/22	7/28/22			7/28/22	GLADNEY JACQUILINE	
2	BLDG	7/28/22	7/28/22			7/28/22	HU QI (ANNE)	
3	CPB	8/2/22	8/2/22			8/2/22	STORM WILLIAM	

This permit has been issued. For information pertaining to this permit, please call 628-652-3450.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Tim Slot
10/12/2022	PM	CS	Clerk Scheduled	ROUGH FRAME	1
10/6/2022	PM	WS	Web Scheduled	ROUGH FRAME	1
8/11/2022	AM	VS	IVR Scheduled	OK TO COVER	1

Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
10/6/2022	Brett Howard	ROUGH FRAME	ROUGH FRAME
8/11/2022	Enrique Argumedo	OK TO COVER	ROUGH FRAME

Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

Station Code Descriptions and Phone Numbers[Online Permit and Complaint Tracking home page.](#)**Technical Support for Online Services**

If you need help or have a question about this service, please visit our FAQ area.

Exhibit 5

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Sun, Sep 18, 2022 at 7:21 PM
Subject: Fwd: The vapors
To: M&M Bloomfield <mmbloomfield5@gmail.com>

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Sun, Sep 18, 2022 at 6:33 PM
Subject: The vapors
To: Greg Germano <greg.germano@icloud.com>

Hi Greg,

Honestly, I can taste the vapors. If you can have the workers stop applying whatever it is in 522, I'd really appreciate it.

Thanks,

Mike

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Sun, Sep 18, 2022 at 6:21 PM
Subject: Re: Water shutoff
To: Greg Germano <greg.germano@icloud.com>
Cc: M&M Bloomfield <mmbloomfield5@gmail.com>

Hi Greg,

That date and time frame will be fine for the water shutoff.

On another note, there is a strong chemical solution being applied to 522 Lake today. The vapors of which have permeated 526 Lake. We have opened all windows but the odor is really quite strong. The worker(s) are not answering the front or rear door. I can smell vapors emanating from the opened dining room windows of 522.

What solution is being used in 522 Lake Street this afternoon? Please let me know.

Is work on the units above us going to continue seven days a week for the foreseeable future? I ask because, as you might imagine, there is associated noise and extraneous affects, e.g. today's noxious odor, which we must endure.

I look forward to your response.

Thanks,

Mike

On Sat, Sep 17, 2022 at 9:33 AM Greg Germano <greg.germano@icloud.com> wrote:

Hi Mike,

The plumber has requested a water shutoff on Tues 9/20 9am - 1pm. Please let me know if that day/time is ok with your household.

Thank you
Greg

Sent from my iPhone

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Thu, Sep 15, 2022 at 9:15 PM
Subject: Fwd: Construction noise
To: M&M Bloomfield <mmbloomfield5@gmail.com>

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Thu, Sep 15, 2022 at 9:12 PM
Subject: Construction noise
To: Greg Germano <greg.germano@icloud.com>

Hi Greg,

Over the past several weeks Meg and I have endured a great deal of noise created by the workers and the construction on the two floors above us.

Tonight, at 9:12 pm, it continues.

Enough.

Construction work at this time of night is not permitted.

Please stop this.

Thanks,

Mike

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Mon, Oct 3, 2022 at 6:14 PM
Subject: Re: Water shutoff
To: Greg Germano <greg.germano@icloud.com>

Hi Greg,

In the past hour the workers have again applied something to one of the flats upstairs that has a very, very strong odor. We can taste it. We ask that fans be employed to blow the vapors from the flat out of the building. Given the workers are still here drilling away, this seems like it can be done tonight.

Also, it is past 6:00 and work continues.

There were workers here on both Saturday and Sunday. No let up.

Please also ask the workers to not leave coffee cups or used stainless steel on the front steps. They should sweep up when they leave. Dust and debris collects on the steps and I am tired of sweeping this up.

Mike

On Fri, Sep 30, 2022 at 5:05 PM Greg Germano <greg.germano@icloud.com> wrote:
Will pass that info along.
Thank you

Sent from my iPhone

On Sep 30, 2022, at 4:18 PM, Mike Bloomfield <michaelpbloomfield@gmail.com> wrote:

Hi Greg,

Sorry to not respond sooner.

Monday from 9-12 will be fine.

Mike

On Fri, Sep 30, 2022 at 9:27 AM Greg Germano <greg.germano@icloud.com> wrote:
Hi Mike

I've asked for the water to be turned on and work rescheduled for Monday 9-12noon.

Apologies for the inconvenience. Please let me know if that's okay.

Thank you
Greg
(415) 710-5593

Sent from my iPhone

On Sep 30, 2022, at 9:19 AM, Mike Bloomfield <michaelpbloomfield@gmail.com> wrote:

Hi Greg,

No knock on the door. We are unprepared for this.

Please reschedule.

Thanks,

Mike

On Fri, Sep 30, 2022 at 9:12 AM Greg Germano <greg.germano@icloud.com> wrote:
Good morning Mike

I completely forgot to notify you that the plumber needed to turn water off until 1pm today.

I've asked that he knock on your door before doing so and that if it's an imposition today, to reschedule.

Apologies
Greg

Sent from my iPhone

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Tue, Sep 20, 2022 at 9:48 PM
Subject: Today was horrible
To: Greg Germano <greg.germano@icloud.com>
Cc: M&M Bloomfield <mmbloomfield5@gmail.com>

Dear Greg,

Today was a horrible day to live at 526 Lake.

The workers began at 7:30. Lots and lots and lots of noise during the demolition. Later a machine ran in 524 that caused a low and audible vibration in 526 for ALL of the afternoon. Windows in 526 were rattling within their frames. I could feel it in my feet. Very distracting and annoying as I also work at 526.

I'm not interested in an apology. I'm looking for compensation that has nothing to do with whatever Mr. Semel may propose.

I suggest you agree to accepting one less days rent for today. And if tomorrow and other days are comparable, same thing.

I realize you have a goal. The construction work needed to attain that goal is depriving us of the quiet use and enjoyment of the residence we are paying for. Living in 526 right now is, frankly, hellish.

I look forward to your reply,

Mike

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Tue, Oct 4, 2022 at 7:19 PM
Subject: Fwd: Pics of front
To: Greg Germano <greg.germano@icloud.com>
Cc: M&M Bloomfield <mmbloomfield5@gmail.com>

Hi Greg,

The workers today said they were using fans and the fumes did not enter 526 today.

A worker requested the opportunity to work on our front door and said he would need it ajar to do so for 20 minutes. Meg was none too keen on the idea but we decided to let him do the work. Forty minutes later we checked on the door and it was open with no worker in sight. He also left the paper under the door to catch the dust from his work. We thought he might return but when all the workers had departed the paper was still there. Also, lots of grime left on the front stoop as well which the pictures document.

So...I'd say the cleanup effort today was a fail.

I want to let you know that the noise each day is substantial. Yesterday we hosted Meg's cousin and his wife to lunch in our dining room and at times had to shout to be heard. Noise and construction go hand in hand. Not quite sure how you can rectify that given you want the work done. This has basically been a nightmare for us.

Mike

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Tue, Oct 4, 2022 at 7:01 PM
Subject: Pics of front
To: Mike Bloomfield <michaelpbloomfield@gmail.com>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>

Date: Tue, Oct 4, 2022 at 12:26 AM

Subject: Re: Odor, fans & debris

To: Greg Germano <greg.germano@icloud.com>

Cc: M&M Bloomfield <mmbloomfield5@gmail.com>

Hi Greg,

Great. Thanks. In summary, timeframes will be adhered to and the workers will clean up after themselves. That seems appropriate.

And will you have them address the fumes? Much too late for that today. We are still airing out the flat tonight.

This is the second time we have had to suffer from the noxious odors generated from the painting or like activity upstairs. We can both taste the fumes. Meg had a headache due to the fumes and we ate out to temporarily get away from the bad air. If this continues it would seem to establish a pattern of a lack of concern for our health, well being, etc. Fans could be used, etc. Please make sure this does not re-occur.

Thank you,

Mike

On Mon, Oct 3, 2022 at 11:50 PM Greg Germano <greg.germano@icloud.com> wrote:

Hi Mike

I just picked up your email and will act on it in the morning.

I've asked that work start no earlier than 8am and finish no later than 6pm. I will stress that they must adhere to these hours, and leave the premises tidy & free of debris.

Thank you

Greg

Sent from my iPhone

On Oct 3, 2022, at 6:14 PM, Mike Bloomfield <michaelpbloomfield@gmail.com> wrote:

Hi Greg,

In the past hour the workers have again applied something to one of the flats upstairs that has a very, very strong odor. We can taste it. We ask that fans be employed to blow the vapors from the flat out of the building. Given the workers are still here drilling away, this seems like it can be done tonight.

Also, it is past 6:00 and work continues.

There were workers here on both Saturday and Sunday. No let up.

Please also ask the workers to not leave coffee cups or used stainless steel on the front steps. They should sweep up when they leave. Dust and debris collects on the steps and I am tired of sweeping this up.

Mike

On Fri, Sep 30, 2022 at 5:05 PM Greg Germano <greg.germano@icloud.com> wrote:

Will pass that info along.

Thank you

Sent from my iPhone

On Sep 30, 2022, at 4:18 PM, Mike Bloomfield <michaelpbloomfield@gmail.com> wrote:

Hi Greg,

Sorry to not respond sooner.

Monday from 9-12 will be fine.

Mike

On Fri, Sep 30, 2022 at 9:27 AM Greg Germano <greg.germano@icloud.com> wrote:

Hi Mike

I've asked for the water to be turned on and work rescheduled for Monday 9-12noon.

Apologies for the inconvenience. Please let me know if that's okay.

Thank you
Greg
(415) 710-5593

Sent from my iPhone

On Sep 30, 2022, at 9:19 AM, Mike Bloomfield
<michaelpbloomfield@gmail.com> wrote:

Hi Greg,

No knock on the door. We are unprepared for this.

Please reschedule.

Thanks,

Mike

On Fri, Sep 30, 2022 at 9:12 AM Greg Germano
<greg.germano@icloud.com> wrote:
Good morning Mike

I completely forgot to notify you that the plumber needed to turn water off until 1pm today.

I've asked that he knock on your door before doing so and that if it's an imposition today, to reschedule.

Apologies
Greg

Sent from my iPhone

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Meg Bloomfield** <mmbloomfield5@gmail.com>
Date: Mon, Oct 10, 2022 at 2:39 PM
Subject: Fwd: Fumes and Weekend Work
To: Mike <michaelpbloomfield@gmail.com>

----- Forwarded message -----

From: **Greg Germano** <greg.germano@me.com>
Date: Mon, Oct 10, 2022 at 1:14 PM
Subject: Re: Fumes and Weekend Work
To: Meg Bloomfield <mmbloomfield5@gmail.com>

Hi Mike

I'm sorry that the 8AM - 4:30PM work on Saturday was disruptive. I can discuss with the contractor about keeping noisy work to a minimum on weekends.

Please call or text me when you are experiencing a problem so that I can attempt to address the issue(s) while they're occurring.

I'll also inquire if there are any further steps we can take to mitigate the paint odor. The paint is a standard interior household product from a paint store. At your suggestion, fans are circulating the air & windows are open.

The flats are full floor with separate exterior entrances. There are no common areas. Please let me know your thoughts on any further precautions the painters might be able to employ to diminish the smell of paint from entering your flat. The painter is understanding and cooperative.

Thank you
Greg
(415) 710-5593

Sent from my iPhone

> On Oct 10, 2022, at 10:57 AM, Meg Bloomfield <mmbloomfield5@gmail.com> wrote:

>
>
>
>

> Hi Greg,

>

> The painters are back and the fumes are overpowering. Please address this immediately. It is a health hazard for me and my wife and we are not able to be in our home safely.

>

> The workers were very disruptive on Saturday from 8am until 4:30. We were not able to enjoy any time in our home as the noise of drilling, hammering, sawing and thumping of equipment on the floors caused the building to shake. Again, it was extremely disruptive.

>

> Thank you,

>

> Mike

Exhibit 6

COMPLAINT DATA SHEETComplaint
Number: 202296301

Owner/Agent: OWNER DATA SUPPRESSED

Owner's Phone: --

Contact Name: --

Contact Phone: --

Complainant: COMPLAINANT DATA
SUPPRESSED

Date Filed:

Location: 524 LAKE ST

Block: 1352

Lot: 020

Site:

Rating:

Occupancy Code:

Received By: Bonnie Kim

Division: BID

Complainant's

Phone:

Complaint
Source: TELEPHONE

Assigned to

Division: PID

Description: Water pour down through the ceiling. Ripped out walls and plumbing work in the kitchen and bathroom. Brand new kitchen installed in unit 522. Bathroom remodeled in unit 522. An additional half bath installed in unit 522.

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
PID	ALLEN	6370		

REFERRAL INFORMATION**COMPLAINT STATUS AND COMMENTS**

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/26/22	CASE OPENED	PID	Allen	CASE RECEIVED	
09/27/22	CASE OPENED	PID	Allen	FIRST NOV SENT	Site insp - observed kitchen & bathroom remodel - New piping alterations & repairs - incl gas. Requiring a permit. Kit, Bath, laundry. Work without permit. NOV. written & posted
09/28/22	OTHER BLDG/HOUSING VIOLATION	BID	Allen	CASE UPDATE	1st NOV mailed

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID): 9/27/2022

Inspector Contact Information

[Online Permit and Complaint Tracking](#) home page.**Technical Support for Online Services**

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City and County of San Francisco © 2022

Exhibit 7

COMPLAINT DATA SHEET

Complaint
 Number: 202296231
 Owner/Agent: OWNER DATA SUPPRESSED
 Owner's Phone: —
 Contact Name: —
 Contact Phone: —
 Complainant: COMPLAINANT DATA
 SUPPRESSED

Date Filed:
 Location: 524 LAKE ST
 Block: 1352
 Lot: 020

Site:
 Rating:
 Occupancy Code:
 Received By: Audrey Gee
 Division: INS

Complainant's
 Phone:
 Complaint
 Source: TELEPHONE
 Assigned to
 Division: BID
 Description: Construction works beyond the scope of issued permit 202207289473, bathroom reconstruction

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	ARGUMEDO	63825		

REFERRAL INFORMATION**COMPLAINT STATUS AND COMMENTS**

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/23/22	OTHER BLDG/HOUSING VIOLATION	INS	Argumedo	CASE UPDATE	Case reviewed and assigned to district inspector per CM; ag
09/23/22	CASE OPENED	BID	Argumedo	CASE RECEIVED	
09/26/22	OTHER BLDG/HOUSING VIOLATION	BID	Argumedo	CASE CLOSED	District Inspector did a site visit / walk through and found there is a permit for the work being performed . No violations seen at this time.

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

Inspector Contact Information

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

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COMPLAINT DATA SHEETComplaint
Number: 202296302

Owner/Agent: OWNER DATA SUPPRESSED

Owner's Phone: --

Contact Name: --

Contact Phone: --

Complainant: COMPLAINANT DATA
SUPPRESSED

Date Filed:

Location: 524 LAKE ST

Block: 1352

Lot: 020

Site:

Rating:

Occupancy Code:

Received By: Bonnie Kim

Division: BID

Complainant's

Phone:

Complaint
Source: TELEPHONE

Assigned to

Division: EID

Description: Wiring running from PG & E box in the alley way up into 522 and 524. Installed electrical wiring along the length of the building in the back of the house up into 522 and 524 flat. Upgrading the panel service from 120 to 240. Moved the panel box from garage to outside in the alley way. Ripped out walls and electrical work in the kitchen and bathroom. Upgraded electrical in the garage in 2019 that was never inspected.

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
EID	CHOY	63181		

REFERRAL INFORMATION**COMPLAINT STATUS AND COMMENTS**

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/26/22	CASE OPENED	EID	Choy	CASE RECEIVED	
09/28/22	CASE OPENED	EID	Zarich	CASE CLOSED	Electrical permit# EW202209276277 has been obtained by a licensed contractor. Scope of work is kitchen and bathroom remodel for 524 Lake Street. A rough electrical inspection has been scheduled for 10/4/22. Ok to close complaint.

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

Inspector Contact Information

[Online Permit and Complaint Tracking](#) home page.**Technical Support for Online Services**

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COMPLAINT DATA SHEET

Complaint Number: 202296310

Owner/Agent: OWNER DATA SUPPRESSED

Owner's Phone: --

Contact Name:

Contact Phone: --

Complainant: COMPLAINANT DATA SUPPRESSED

Date Filed:

Location: 522 LAKE ST

Block: 1352

Lot: 020

Site:

Rating:

Occupancy Code:

Received By: Alejandro Romero

Division: INS

Complainant's

Phone:

Complaint Source: TELEPHONE

Assigned to

Division: BID

Description: Redo of garage without permit. Removal of 3 to 4 feet of concrete from rear of garage. Remove support beams. Put in new electrical and repoured concrete.

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	ARGUMEDO	63825		

REFERRAL INFORMATION**COMPLAINT STATUS AND COMMENTS**

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/26/22	CASE OPENED	BID	Argumedo	CASE RECEIVED	
09/27/22	OTHER BLDG/HOUSING VIOLATION	INS	Argumedo	CASE UPDATE	Case reviewed and assigned to district inspector per JG: ag
09/28/22	OTHER BLDG/HOUSING VIOLATION	BID	Argumedo	CASE CLOSED	District inspector walked the entire property perimeter and found no violations on site.

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

Inspector Contact Information

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

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Exhibit 8

Plumbing Permit Details Report**Report Date:** 10/7/2022 10:13:50 AM**Application Number:** PP20220927270**Address(es):** 1352 / 020 : 524 LAKE ST**Description:** KITCHEN AND LAUNDRY REMODEL. NEW GAS FROM GAS FROM METER TO KITCHEN AND LAUNDRY. BATH REMODEL.**Stage:**

Action Date	Stage	Comments
9/27/2022	ISSUED	
9/27/2022	FILED	

Contractor Details:**License Number:** 760600**Name:** ADRIAN DUGGAN**Company Name:** DUGGAN PLUMBING INC**Address:** 95 OAKRIDGE DR DALY CITY CA, 94104-0000**Phone:** 4153341553**Appointment Details:**

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
10/4/2022	PM	WS	Web Scheduled	ROUGH IN PLUMBING	1

Inspection Details:

Activity Date	Inspector	Inspection Description	Inspection Status
10/4/2022	John Watson	ROUGH IN PLUMBING	ROUGH IN PLUMBING APPROVED

For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

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Electrical Permit Details Report**Report Date:** 10/7/2022 10:16:41 AM**Application Number:** EW202209276277**Address(es):** 1352 / 020 : 524 LAKE ST**Description:** INSTALL ELECTRICAL OUTLETS AND LIGHTING FOR REMODEL KITCHEN AND
ADD ONE OUTLET AND LIGHTING IN BATHROOM**Stage:**

Action Date	Stage	Comments
9/27/2022	ISSUED	
9/27/2022	FILED	

Contractor Details:**License Number:** 752322**Name:** JAMES DENG YONG ZHAN ***Company Name:** J.D. YOUNG ELECTRICAL CO.**Address:** 1127 SILLMAN ST ST SAN FRANCISCO, CA 94134-0000**Phone:** 4158505701**Appointment Details:**

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
10/4/2022	AM	WS	Web Scheduled	ROUGH COVER / INSPECTION	1

Inspection Details:

Inspector	Activity Date	Activity Code	Activity Code Descr.	Description
Christopher DeMarco	10/4/2022	116	ALL ROUGH COVER OK	Not Available

For information, or to schedule an inspection, call: 558-6030.

[Online Permit and Complaint Tracking home page.](#)**Technical Support for Online Services**

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Exhibit 9



BRIEF SUBMITTED BY THE PERMIT HOLDER FOR
APPEAL NO. 22-078



GOLDSTEIN, GELLMAN, MELBOSTAD, HARRIS & McSPARRAN LLP

ATTORNEYS AT LAW

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SUITE 1000
SAN FRANCISCO
CALIFORNIA 94109
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(415) 673-5606 FAX
www.g3mh.com

December 8, 2022

VIA EMAIL ONLY

boardofappeals@sfgov.org

Re: December 14 Hearing – 524 Lake Street.
Our File No.: 6821-02

Dear President Swig and Commissioners:

I represent Greg Germano and his sister Georgina Germano who inherited this property several years ago. Greg lives in Rancho Mirage, CA and takes care of his mother who is over 99 years old and not well. 524 Lake Street has been a family-owned property and my clients' father and their uncle Tom Germano lived in and managed the building since 1926. Since Greg and his sister no longer live in San Francisco, they are not able to manage the building in the excellent way their parents did and have been trying to sell the building. A new building owner would be likely to have more money and thus be able to extend the building's useful life by renovating the Bloomfields unit once they vacate after May, and then thereafter maintain the building well. The sale of the building has been held up, however. When the Germano's tried to sell a couple of years ago, they asked the Bloomfields to make their unit available for a very short time for prospective buyers to tour but the Bloomfields refused on the basis that the COVID virus might endanger their health. Greg and his landlord-tenant attorney asked the Bloomfields to take a video of their unit

to provide to a potential buyer, but they refused to do so.¹ **Exhibit A** (Our law firm does not do landlord tenant law). As a result, the buyer who was in escrow to purchase decided to not to waive the Condition of Closing dealing with the viewing of all units, and pulled out of escrow. Because of that, my clients' attorney offered the Bloomfields \$50,000 to move out, and 3 months free rent plus relocation expenses. When they refused, Mr. Germano and his sister asked their attorney to commence an Ellis Act filing, and the Bloomfields were given a year to stay in the property with their tenancy ending in May of 2023.

The Bloomfields have asked this Board to order discontinuation of all work that was authorized by DBI even though that work, according to the testimony of Matt Greene of DBI at your last hearing, the work was authorized and not beyond the scope. (See **Exhibit B** for DBI Records of no violations found.)² Mr. Greene testified that there remain some appliances to install, and some painting and work on a sink but otherwise all work reflected in the permits is done.³ You may recall that almost all the work is complete because no appeal was made during the required appeal period after issuance, and you excused that late appeal in your hearing of November 22, 2022.

A decision in the Appellants favor would mean that for almost six months, a building with 3 three-bedroom units but in a dated condition (the last major renovation was in 1926) cannot go on the market. As the photos as **Exhibit C** show, the units need an upgrade. Work not visible to the eye

¹ They provided some still photos, but they were not clear enough and showed too few rooms.

² Mr. Greene testified that the plumbing permit work was a little premature, but that my client remedied that right away by paying a fine.

³ My client wishes to conduct painting still, but that does not require a permit.

was also needed. As you are aware the City's enormous housing crisis is begging for family sized 3 BR units such as those our client's property has. The City is now demanding that owners legalize illegal units and that these units be put on the market. In fact, there is now a fine in some circumstances when units are left vacant. It is now a buyer's market where buyers are demanding units that do not need upgrades, and they are also demanding that they view all units before they purchase.

Ruling in Appellants favor is not only a deprivation of typical rights to repair one's own property, even work that does not trigger permits such as painting, but it would send the message to City owners that they should wait to upgrade their units until the last tenant moves out due to potential tenant disruption. Yet these units must be upgraded to extend their useful life, and that needs to be done as soon as possible upon vacancies as they occur. All my clients ask is that they be allowed to complete less than a week's left of work, which is according to the testimony of Inspector Matt Greene, the least disruptive kind of all the work performed so far.

Having listened to the video tape of the last hearing, I noticed an unusual and quite lengthy discussion of what kind of landlord Greg Germano has been. I would like to take the opportunity now to discuss that, even though the character of a landlord is not so much a relevant topic when the Board of Appeals rules on whether there has been the failure to obtain a permit, or work beyond the scope of a permit. It was unfortunate that my client could not leave his deteriorating 99-and-a-half-year-old mother to attend the hearing, and did not have enough time to locate land use legal

counsel to represent him. As a result, he was unable to refute the many mischaracterizations of him as a landlord, but I am taking the opportunity to do so now.

To give a better picture of my client and his sister as landlords, I have attached a number of their cooperative and friendly emails to Appellants (**Exhibit D**) and I have chosen to restate (and then rebut) statements Mr. Collier made in his brief and at the hearing.

Mr. Collier: “The building permit was issued for an apparent kitchen countertop, outlets, cabinets and flooring remodel and nothing else”. That is not true: there was also a plumbing and electrical permit. Second, what appears on alteration permits under Scope of Work is not descriptive of the entirety of work being permitted – the true authorized work is stated on stamped plans. Mr. Collier is wrong in advising you that what is in the small Scope of Work box on the alteration permit is all that was permitted to be done; the box is meant only as a general summary, and the approved plans tell the full story.

Mr. Collier: “No permit posted on the property tells appellants that there was to be a kitchen removal in unit 524.” Matthew Greene, currently San Francisco’s Acting Chief Building Inspector, testified to you that that the law does not require a posting for interior only work.

Mr. Collier: “The demolition work resulted in a major leak into the Appellants unit when a pipe burst during the demolition”. At the last Board hearing, however, Ms. Bloomfield stated that it was a leak that she was able to dry up quickly with some towels.

Mr. Collier: “The demolition and construction caused constant loud noise in Appellants home. At that time work started as early as 7 a.m. and lasted past 9:12p.m.” Please note that the City regulations allow work from 7 a.m. to 8 p.m. on weekdays, and different hours on weekends.

When Mr. Germano learned that work that did not require a permit at all (painting) lasted until after 9 p.m., he immediately instructed the contractor to work only during the allowed hours and apologized to Appellants in writing, since his contractor did not follow instructions. **Exhibit D**

Mr. Collier: In his brief he makes my client look abusive by stating that “the work was ongoing seven days a week”. Mr. Collier may have been unaware that work is allowed 7 days a week.

Mr. Collier also expresses concern that water was shut off, but then in his brief he admits that his clients got “fair notice” as to a certain water shutoff between 9 a.m. and 1 p.m. It is true that on another day the contractor failed to give sufficient notice of the need for a 30-minute water outage, but upon hearing this, my client wrote Appellants to state that he would ask the contractor to schedule that for another day See **Exhibit D**.

Mr. Collier then goes on to state in his brief that late in the morning of September 20 “a device was installed in unit 524 creating a constant vibration”. But Mr. Collier later admits it was only “a low and audible vibration”. Low audible vibrations are reasonable when owners renovate their units. And the City allows noise up to 5 Decibels. He did not allege that these vibrations occurred after the allowed hours. **Mr. Collier** also asserts in his brief that work on the building did not stop after the NOV for plumbing work issued. However, work requiring no permit does not have to cease after an NOV is issued; work under the permit did cease.

Mr. Collier admits that “Permit Holder responded to the complaint of his client on September 27 by stating that ‘workers will clean up after themselves at the end of the day’”. This was another illustration of the problems that Mr. Germano has had in managing construction from afar. For a larger project than this small remodel, an owner could afford to hire a construction manager to oversee the contractor to prevent these small problems.

Mr. Collier critiques the fact that my client suggested, in response to the complaint about the smell of new paint, that the window be opened. But my client did not just suggest that. The client asked his contractor to immediately bring fans. In fact, Mike Bloomfield thereafter reports in an email of October 4 that as a result of the fans, the fumes no longer entered his unit.

Mr. Collier cites Planning Code *Section 101.1* (Proposition M) because of the fact that it states: “That existing housing and neighborhood character be conserved”. Increasing the useful life of our City’s precious existing housing by extending a unit’s life (the units were not renovated for many decades) is in fact conserving existing housing. Existing housing (as opposed to brand new units) are the more affordable units in San Francisco and are mostly rent controlled unlike new units, and they must be renovated due to their age. In renovating in a minor way (and not doing structural work on the outside or inside), my client avoided any negative effect on neighborhood character.

Mr. Collier alleges that the work by my client has negatively affected the physical health of his clients even though no work was done, or is to be done, in their unit. (Mr. Germano could have legally done work in their unit). My client advised me that if there was a letter from a physician supporting the health concern my client would have taken different actions, but there is no such letter. In the October 3 email from Greg Germano to the Bloomfields (**Exhibit D**), Greg Germano agrees to modify hours from what the law allows (work from 7 a.m. in the morning to 8 p.m. at night) and to change it to 8 a.m. in the morning and 6 p.m. at night, in response to Bloomfield complaint. **Exhibit D**.

In another October 3 email from Greg Germano to Bloomfields (see **Exhibit D**), Greg Germano says: “Sorry the Saturday work from 8 a.m. to 4:30 p.m. has been disruptive”. He says he will

ask the contractor to keep Saturday work to a minimum. He also asked that Bloomfields not email him but rather call his cell or text so that he as landlord can react faster to complaints.

Mr. Collier states that my client breached Government Code *Section 7060*, which interpreted in the case of Hilary v. Allen that he refers to. **Exhibit E**. He alleges that under this Code Section and this caselaw, my clients' actions constitute an attempt to change the terms and conditions of the Appellants' tenancy during the one-year period. In fact, that would be a violation of this Government Code Section involving the Ellis Act. But Mr. Collier misconstrues the Code Section and the case. The Hilary case was about a tenant being deprived of use of a garage and a driveway for parking during the one-year Ellis period. My client did not deprive Appellants of any services during the one-year period. He even avoided improving Appellants unit even though he had the right to do so (and avoid starting changes to their unit only after the proposed May vacancy of the Appellants). The Hilary court gave another example of the kind of change in conditions that **would** constitute a violation of the Government Code, namely the case of a property owner disabling the furnace during the one-year period. Please note that at no time have Mr. & Ms. Bloomfield stated that my client has done anything of the kind, or tried to make their unit less than habitable. Perhaps that is why Appellants chose not to go to the Rent Board with their complaints. The Rent Board knows well that owners need to alter older units to make them safer under today's codes. With all due respect, the Board of Appeals does not have weekly experience with landlord tenant issues, and perhaps that explains Appellants' appeal to your Board and not the Rent Board.

The Appellants even go so far as to demand that your Board not allow future work that does not trigger permits. Thus, even work such as putting down linoleum in a bathroom could not occur until June of 2023, even if the noise was simply a staple gun.

My client's eviction attorney offered the Bloomfields \$50,000 plus free rent after they made the building so difficult to market that a buyer pulled out of escrow. The Bloomfields instead chose to stay in the unit an additional year. They are now seeking the remedy of no further work for the next five and a half months. They believe that this is not enough. In one of their emails to my client (**Exhibit D**) the Bloomfields ask for financial compensation for noise, mentioning in that email an example: "a machine in Unit 524 that causes a low and audible vibration". My client apologized for that low level vibration in an email back to the Appellants immediately thereafter, but Mr. Bloomfield's email replied: *"I am not interested in an apology. I'm looking for compensation that has nothing to do with whatever Mr. Semel [client's eviction attorney] may propose"*. Thereafter, Mr. Bloomfield approaches the security camera (and its microphone), outside the building's front door, and yells: "F__ You". (See transcript at **Exhibit F**). Thereafter Ms. Bloomfield started giving the middle finger to the camera as she would enter the building. (See photo at same **Exhibit F**).

My client's eviction attorney offered the Bloomfields \$50,000 plus relocation benefits plus 3 months free rent to move out solely because the Bloomfields did not cooperate in the marketing of the property, by opposing alteration work. The Bloomfields instead chose to stay in the unit an additional year despite my clients warning to them in advance that minor remodeling had to occur during that year.

My clients do not understand the Bloomfields' goals at this point (although they understand their anger) because the remaining work is the least intrusive work on the project, consisting of installing some cabinets and getting the sink working; that and painting will take less than a week to complete as per the statement of Inspector Matt Greene at your last hearing. My client believes that they may be unhappy with their decision not to take the \$50,000 previously offered them in compliance with the law. My clients do not understand the objection to several days of final work. My clients wonder if the Appellants are asking your Board to stop all work through May, and then intend (before the upcoming hearing) to offer to rescind their appeal in return for obtaining from my clients the \$50,000 they previously refused. That would give Appellants the benefit of no more noise, a lump sum payment of \$50,000, along with the benefit of 5.5 more months of noise free occupancy. Appellants have also requested rent forgiveness for days when disturbance had occurred in the past. (In one of my client's emails, he even agreed to that.)

It is also possible that this is not their intent, but rather the appeal to your Board is just retaliation borne of anger (as expressed in their emails and in the expletive filled videos recorded at the front door).

There is no question that some of the work has been disturbing, and my clients regret that and as their emails and actions show (**Exhibit D**), have tried to mitigate the disturbances when told about them.

In any event, because my client cannot offer the building for sale (there is still unfinished construction in two units), a decision in Appellants favor would continue to delay occupancy of 3-bedroom rental units during a major City housing crisis. Unfortunately, your Board will have to weigh what the Bloomfields call remaining "hardships" to them from the remaining work against the City's desperate need for family sized housing sooner rather than later.

Thank you for your consideration.

Very truly yours,

A handwritten signature in blue ink, reading "Brett Radstone". The signature is written in a cursive, flowing style.

M. Brett Gladstone
6821a-02/65979B.docx

Cc: Board, Mr. Collier, Client, File

EXHIBIT A

-----Original Message-----

From: Greg Germano <greg.germano@me.com>

Sent: Friday, January 15, 2021 1:47 PM

To: David Semel <dsemel@friedwilliams.com>

Subject: 522, 524, & 526 Lake St

Hi David

I've accepted an offer on the Lake St property. The Buyer would like to be allowed entry to inspect the two tenant occupied units, (524&526).

My agent has made this request and both tenants have again simultaneously generated similar letters refusing entry due to COVID19.

It is interesting to note that when 524 tenant request a repair, no such concerns are raised.

I will forward you both denial letters in a subsequent email.

Because the property is in contract, I'm hoping to hear from you soon.

Thank you

Greg
(415) 710-5593

Sent from my iPhone

From: Sherilyn Clayes <sclayes2@gmail.com>
Date: January 5, 2021 at 4:00:17 PM PST
To: Scott <scottjamesgraham@sbcglobal.net>
Subject: Lake Street - tenant info

Hi Scott,

I let the buyer know that tenants are declining to allow entry to units due to Covid. It is understandable but the buyer still needs to do his due diligence. Other than wait for the tenant estoppels - do you think they will fill out and return in a timely manner? - would it be possible for my buyer to ask seller questions about the units and tenants?

In addition, I wonder if tenants would be willing to walk through units and take a video or allow seller to do so? Just trying to find some creative solutions so let me know what you think.

Thanks,
Sherilyn

--

Sherilyn Clayes
Independent Real Estate Broker
CalDRE #01790281
415-233-0416
sclayes2@gmail.com

EXHIBIT B

COMPLAINT DATA SHEET

Complaint Number: 202296231

Owner/Agent: OWNER DATA SUPPRESSED

Owner's Phone: --

Contact Name: --

Contact Phone: --

Complainant: COMPLAINANT DATA SUPPRESSED

Complainant's Phone:

Complaint Source: TELEPHONE

Assigned to Division: BID

Description: Construction works beyond the scope of issued permit 202207289473, bathroom reconstruction

Instructions:

Date Filed:

Location: 524 LAKE ST

Block: 1352

Lot: 020

Site:

Rating:

Occupancy Code:

Received By: Audrey Gee

Division: INS

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	ARGUMEDO	6382	5	

REFERRAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/23/22	OTHER BLDG/HOUSING VIOLATION	INS	Argumedo	CASE UPDATE	Case reviewed and assigned to district inspector per CM; ag
09/23/22	CASE OPENED	BID	Argumedo	CASE RECEIVED	
09/26/22	OTHER BLDG/HOUSING VIOLATION	BID	Argumedo	CASE CLOSED	District Inspector did a site visit / walk through and found there is a permit for the work being performed . No violations seen at this time.

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

Inspector Contact Information

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

If you need help or have a question about this service, please visit our FAQ area.

COMPLAINT DATA SHEET**Complaint Number:** 202296302Owner/Agent: OWNER DATA
SUPPRESSED

Owner's Phone: --

Contact Name: --

Contact Phone: --

Complainant: COMPLAINANT DATA
SUPPRESSED

Date Filed:

Location: 524 LAKE ST

Block: 1352

Lot: 020

Site:

Rating:

Occupancy Code:

Received By: Bonnie Kim

Division: BID

Complainant's
Phone:

Complaint Source: TELEPHONE

Assigned to
Division: EID

Description:

Wiring running from PG & E box in the alley way up into 522 and 524. Installed electrical wiring along the length of the building in the back of the house up into 522 and 524 flat. Upgrading the panel service from 120 to 240. Moved the panel box from garage to outside in the alley way. Ripped out walls and electrical work in the kitchen and bathroom. Upgraded electrical in the garage in 2019 that was never inspected.

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
EID	CHOY	6318	1	

REFERRAL INFORMATION**COMPLAINT STATUS AND COMMENTS**

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/26/22	CASE OPENED	EID	Choy	CASE RECEIVED	
09/28/22	CASE OPENED	EID	Zarich	CASE CLOSED	Electrical permit# EW202209276277 has been obtained by a licensed contractor. Scope of work is kitchen and bathroom remodel for 524 Lake Street. A rough electrical inspection has been scheduled for 10/4/22. Ok to close compliant.

COMPLAINT ACTION BY DIVISION**NOV (HIS):****NOV (BID):**[Inspector Contact Information](#)[Online Permit and Complaint Tracking home page.](#)**Technical Support for Online Services**

If you need help or have a question about this service, please visit our FAQ area.

COMPLAINT DATA SHEET

Complaint Number: 202296310

Owner/Agent: OWNER DATA SUPPRESSED

Owner's Phone: --

Contact Name: --

Contact Phone: --

Complainant: COMPLAINANT DATA SUPPRESSED

Complainant's Phone:

Complaint Source: TELEPHONE

Assigned to Division: BID

Description: Redo of garage without permit. Removal of 3 to 4 feet of concrete from rear of garage. Remove support beams. Put in new electrical and repoured concrete.

Date Filed:

Location: 522 LAKE ST

Block: 1352

Lot: 020

Site:

Rating:

Occupancy Code:

Received By: Alejandro Romero

Division: INS

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	ARGUMEDO	6382	5	

REFERRAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/26/22	CASE OPENED	BID	Argumedo	CASE RECEIVED	
09/27/22	OTHER BLDG/HOUSING VIOLATION	INS	Argumedo	CASE UPDATE	Case reviewed and assigned to district inspector per JG; ag
09/28/22	OTHER BLDG/HOUSING VIOLATION	BID	Argumedo	CASE CLOSED	District inspector walked the entire property perimeter and found no violations on site.

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

Inspector Contact Information

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

If you need help or have a question about this service, please visit our FAQ area.

Plumbing Permit Details Report**Report Date:** 10/7/2022 10:13:50 AM

Application Number: PP20220927270

Address(es): 1352 / 020 : 524 LAKE ST

Description: KITCHEN AND LAUNDRY REMODEL. NEW GAS FROM GAS FROM METER TO KITCHEN AND LAUNDRY. BATH REMODEL.

Stage:

Action Date	Stage	Comments
9/27/2022	ISSUED	
9/27/2022	FILED	

Contractor Details:

License Number: 760600

Name: ADRIAN DUGGAN

Company Name: DUGGAN PLUMBING INC

Address: 95 OAKRIDGE DR DALY CITY CA, 94104-0000

Phone: 4153341553

Appointment Details:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
10/4/2022	PM	WS	Web Scheduled	ROUGH IN PLUMBING	1

Inspection Details:

Activity Date	Inspector	Inspection Description	Inspection Status
10/4/2022	John Watson	ROUGH IN PLUMBING	ROUGH IN PLUMBING APPROVED

For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

[Online Permit and Complaint Tracking](#) home page.**Technical Support for Online Services**

If you need help or have a question about this service, please visit our FAQ area.

Contact SFGov Accessibility Policies
City and County of San Francisco © 2022

Permit Details Report**Report Date:** 11/3/2022 12:21:17 PM**Application Number:** 202207289473**Form Number:** 8**Address(es):** 1352 / 020 / 1524 LAKE ST**Description:** REMOVE OLD CABINETS, REPLACE WITH NEW CABINETS AND COUNTER TOP W/ SINK, DISPOSAL, BACK SPLASH, NEW FLOORING, PAINT, LIGHTING, COUNTER OUTLETS.**Cost:** \$15,000.00**Occupancy Code:** R-2**Building Use:** 24 - APARTMENTS**Disposition / Stage:**

Action Date	Stage	Comments
7/28/2022	TRIAGE	
7/28/2022	FILING	
7/28/2022	FILED	
8/2/2022	APPROVED	
8/2/2022	ISSUED	

Contact Details:**Contractor Details:****License Number:** OWN**Name:** OWNER OWNER**Company Name:** OWNER**Address:** OWNER * OWNER CA 00000-0000**Phone:****Addenda Details:****Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	7/28/22	7/28/22			7/28/22	GLADNEY JACQUILINE	
2	BLDG	7/28/22	7/28/22			7/28/22	HU QI (ANNE)	
3	CPB	8/2/22	8/2/22			8/2/22	STORM WILLIAM	

This permit has been issued. For information pertaining to this permit, please call 628-652-3450.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Tim Slot
10/12/2022	PM	CS	Clerk Scheduled	ROUGH FRAME	1
10/6/2022	PM	WS	Web Scheduled	ROUGH FRAME	1
8/11/2022	AM	VS	IVR Scheduled	OK TO COVER	1

Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
10/12/2022	Enrique Argumedo	ROUGH FRAME	ROUGH FRAME
10/6/2022	Brett Howard	ROUGH FRAME	ROUGH FRAME
8/11/2022	Enrique Argumedo	OK TO COVER	ROUGH FRAME

Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

Station Code Descriptions and Phone Numbers[Online Permit and Complaint Tracking home page.](#)**Technical Support for Online Services**

If you need help or have a question about this service, please visit our FAQ area.

EXHIBIT C

Base cabinet & drawers removed.



Sent from my iPhone

Partial view of kitchen as it remains today.
Bathtub awaits reinstall



Sent from my iPhone

Kitchen cabinets & sink prior to removal.



Sent from my iPhone

Tile flooring (replacing vinyl flooring), and new vanity have been installed in bath area and await reinstall of tub



Sent from my iPhone

Kitchen vinyl flooring was removed to reveal wood flooring which will be refinished. Cabinets were removed in pantry & replaced in kitchen. Cabinet doors are on site and counter is ready to be installed.



Sent from my iPhone

EXHIBIT D

1:40 AM Wed Nov 30

3 Messages

95%



Workers are here now



Greg Germano

To: Mike Bloomfield >

9/23/22

Hi Mike,

It's been suggested to me that when noise, odors or vibration etc issues occur, that you notify me immediately so that I can identify the source and attempt to rectify the problem(s).

I'm not opposed to compensation when work on the property causes disruption to the enjoyment of your home, however I should be given the opportunity to correct the issue.

If there have been a few days this week that you've found disruptive, please note the dates, and deduct those days from your rent.

In the future, please notify me of any noise, odor, vibration etc issues immediately, either by phone, text, or email, and I'll take steps to get those issues resolved.

Thank you

Greg

[\(415\) 710-5593](tel:(415)710-5593)

Sent from my iPhone

See More





Sent from my iPhone

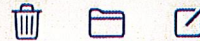
1:26 AM Wed Nov 30

...

97%



Pics of front



On Tue, Oct 4, 2022 at 11:58 PM Greg Germano
<greg.germano@icloud.com> wrote:

Hi Mike

I'm disappointed the painter didn't finish in the time he stated, and left the paper & mess on your open threshold. Not at all considerate after you allowed the work with no prior notice.

It's good to hear that the fans helped and the paint smell didn't reach your unit today.

I'll have a word with Alex tomorrow regarding your front door and the noise. I'll give you an update after speaking with him.

Sorry about the lunch. Next time, please send me a text, and I'll call and ask if the workers can move to another part of the flat or take a break etc.

Thank you

Greg

Sent from my iPhone

On Oct 4, 2022, at 7:19 PM, Mike Bloomfield
<michaelpbloomfield@gmail.com> wrote:



1:27 AM Wed Nov 30

front door

97%

Hi Greg,

It was quiet at noon time. Thank you.

About the painter and the door, I just went with what the painter was saying. All day is a non-starter. If it will take a few hours, then I'd like to know that and have advance notice. Responding to a knock on the door and a query does not constitute notice.

Best,

Mike

On Wed, Oct 5, 2022 at 7:35 PM Greg Germano

<greg.germano@icloud.com> wrote:

Hi Mike

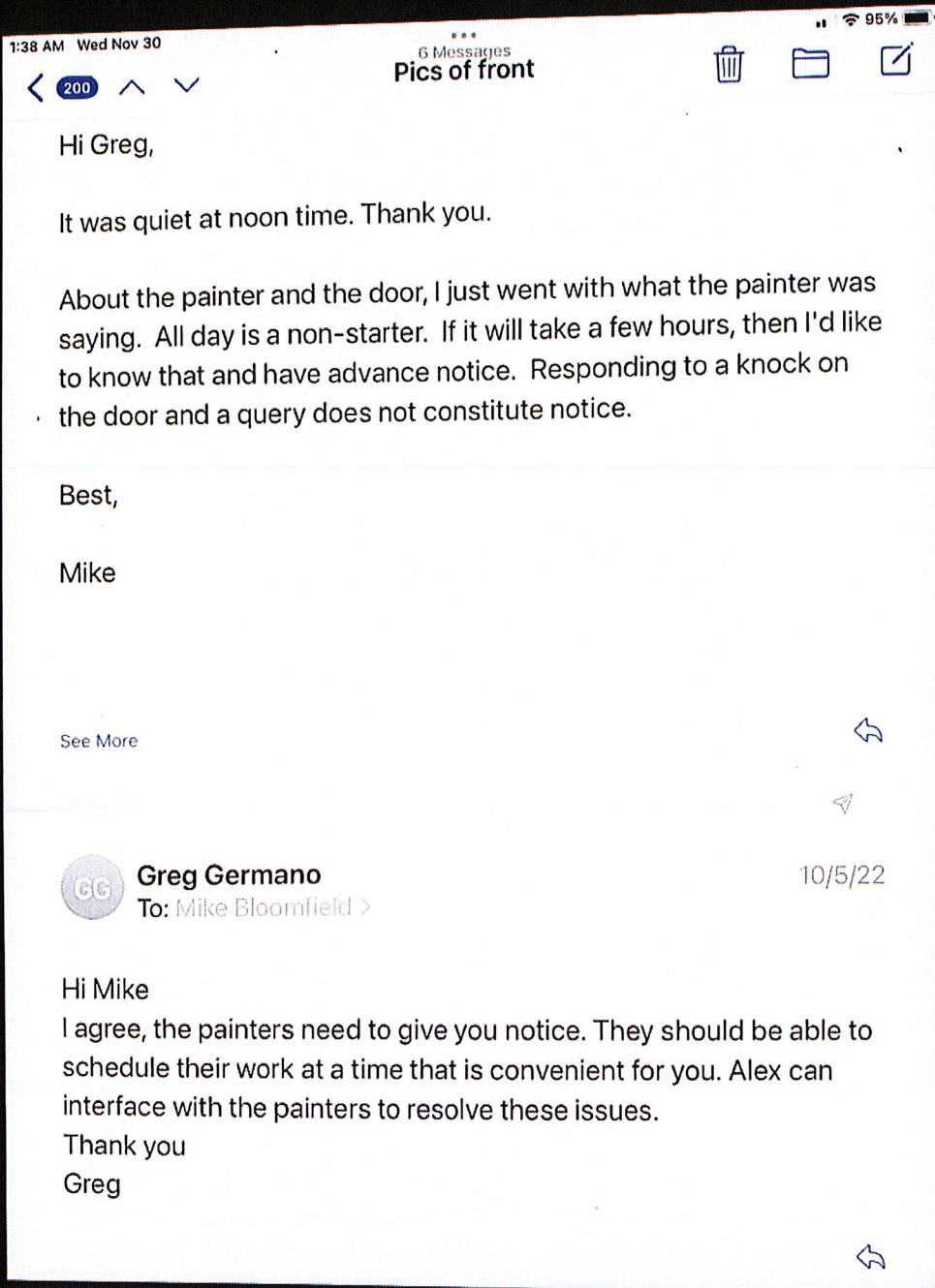
I understand. I believe the painter may have overstated what's necessary.

Maybe applying a very thin coat of paint and having the door ajar for a couple of hours might suffice. Then a 2nd coat at a later date. I've asked Alex to check into it. He'll be there tomorrow.

Hope it was quiet @ noontime today.

Thank you





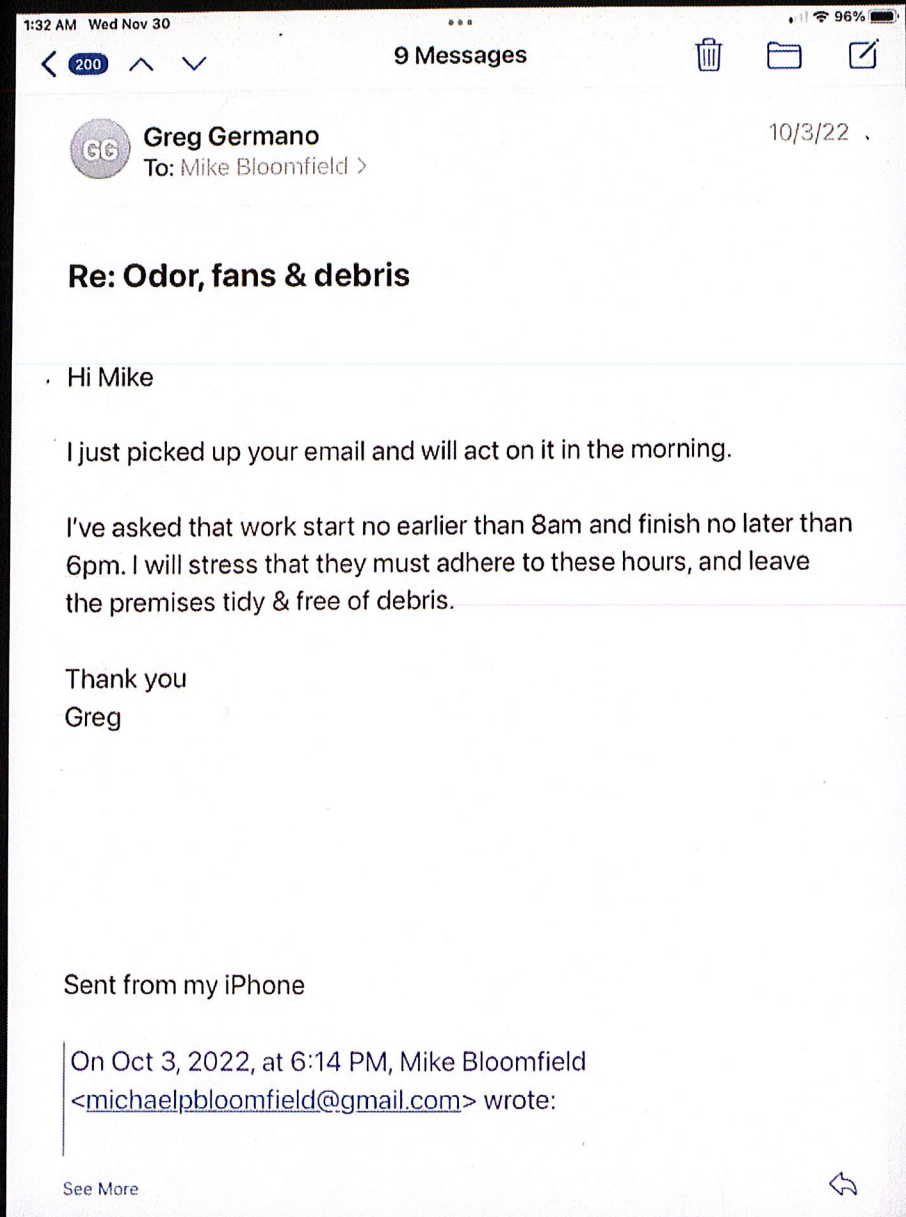


EXHIBIT E

36 Cal.App.5th Supp. 12
Appellate Division, Superior Court, California.
SAN FRANCISCO COUNTY.

Naseem HILALY, Plaintiff and Appellant,

v.

Betty Rose ALLEN, Defendant and Respondent.

Appeal No. CUD-17-658964

DATE: May 20, 2019 Filed 5/21/2019

Synopsis

Background: New premises owners commenced unlawful detainer action under the Ellis Act against elderly residential tenant. The Superior Court, San Francisco County, No. CUD-17-658964, Richard B. Ulmer Jr., J., entered judgment for tenant, and new owners appealed.

Holdings: The Superior Court, Appellate Division, Quinn, J., held that:

1 as a matter of first impression, under the Ellis Act, an eligible elderly or disabled residential tenant may defeat an owner's claim of possession by proving that the owner improperly changed the terms or conditions of her tenancy during the notice period;

2 questionnaire completed by elderly residential tenant after property was put up for sale was not a binding instrument which estopped tenant from arguing change of garage and driveway rights as defense; and

3 evidence was sufficient to support finding that new owners unlawfully changed term of tenancy during notice period by telling elderly tenant she could no longer use garage and driveway for parking, and thus that tenant was entitled to possession.

Affirmed.

EXHIBIT F

**TRANSCRIPT OF DOOR CAM VIDEO WITH MICHAEL BLOOMFIELD SWEARING
06-17-22**

At 00.03 seconds: Hey Greg; you've fucked with the wrong people.

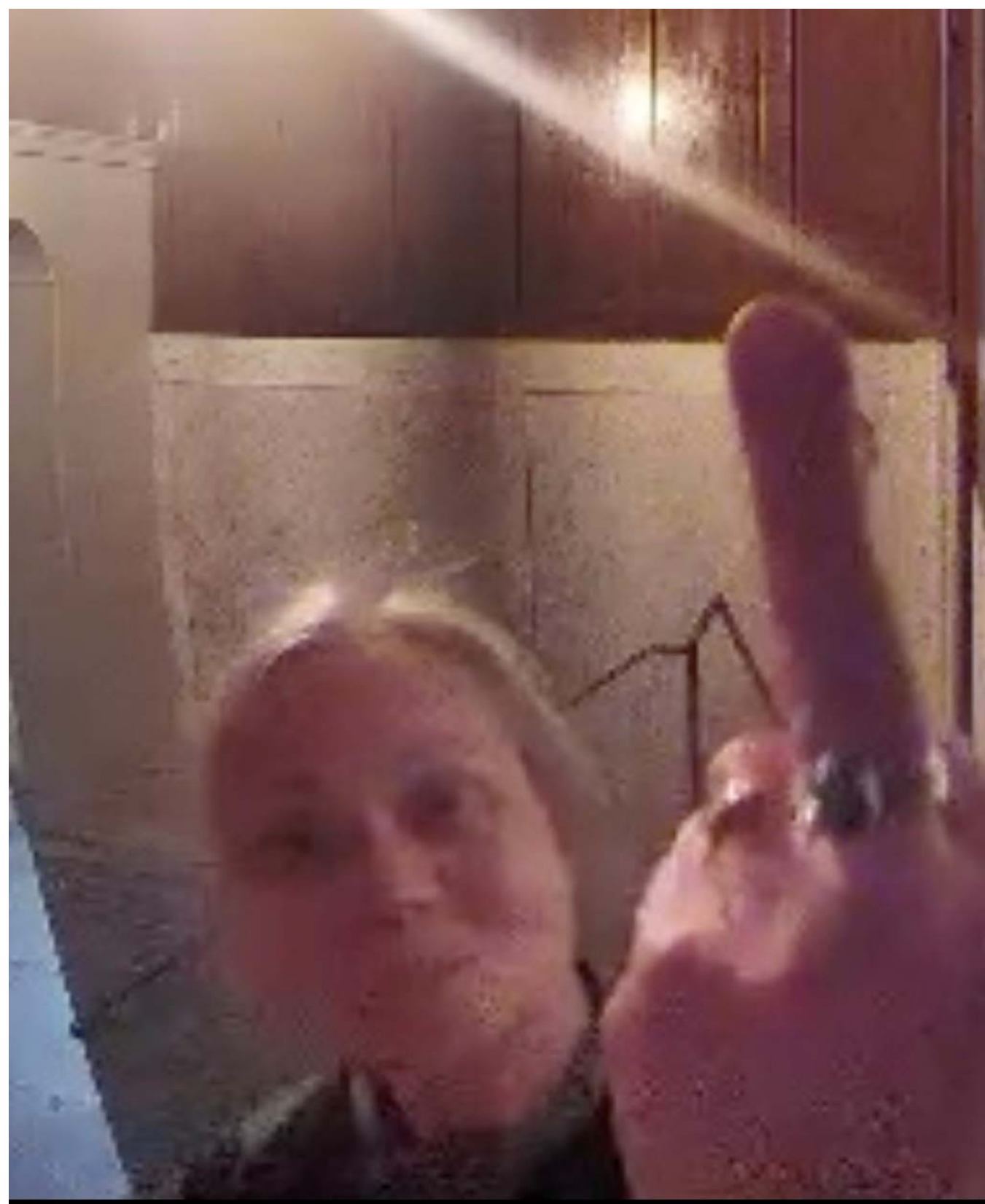
At 00.07 seconds: You're an asshole.

At 00.10 seconds: Fuck you.

Michael Bloomfield then walks away from door to the entrance of his unit but then turns around and comes back to client's door.

At 00.26 seconds: And, you're not a Germano....(video then cuts off).





**Brief submitted by the appellants for
Appeal Nos. 22-068 and 22-069 for the
hearing on November 2, 2022**

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E-mail: Steve@thclinic.org

Attorneys for Appellants
Margaret Bloomfield and Michael Bloomfield

BOARD OF APPEALS

CITY AND COUNTY OF SAN FRANCISCO

MARGARET BLOOMFIELD, MICHAEL
BLOOMFIELD

Appellants,

vs.

DEPARTMENT OF BUILDING
INSPECTION,

Respondent.

Appeal Nos. 22-068, 22-069

**APPELLANTS' CONSOLIDATED
BRIEF IN SUPPORT OF APPEALS**

Date: November 2, 2022

Time: 5:00 pm

Place: City Hall, Room 416

Margaret Bloomfield and Michael Bloomfield ("Appellants") are long-term tenants of 526 Lake Street, San Francisco, CA. Appellants appealed two permits issued on September 27, 2022; a plumbing permit (Permit No. PP20220927270) and an electrical permit (Permit No. EW202209276277).

I.

STATEMENT OF FACTS

Appellants moved into 526 Lake Street on January 15, 1987 and have resided in the apartment for over 35 years. Appellant Margaret Bloomfield is a senior and Michael

1 Bloomfield is disabled. 526 Lake Street is the bottom flat of a three flat apartment building
2 with the address 522 - 524 - 526 Lake Street. Appellants rented the property from Tom
3 Germano and George Germano. Tom Germano lived in 522 Lake Street until he died in 2017.
4 Permit holder is Greg Germano, the owner of the property along with his sister Georgina
5 Germano. Greg and Georgina Germano acquired the property on September 29, 2017.
6 Appellants' current rent for the Subject Premises is \$1873.80 per month, significantly below
7 the fair market rate rent.

8 On May 12, 2022, Permit holder invoked the Ellis Act at the property. (Exh. 1.) Permit
9 holder issued notices of termination of tenancy on Appellants (Exh. 2.) and the tenants living in
10 524 Lake Street. On June 22, 2022, Appellants claimed an extension of the Ellis Act
11 withdrawal date to a year (May 12, 2023) based on their senior and disabled status. (Exh. 3.) In
12 July 2022, the tenants in unit 524 Lake Street moved out pursuant to the Ellis Act eviction.

13 On August 2, permit holder was issued a building permit for 524 Lake Street to
14 "REMOVE OLD CABINETS, REPLACE WITH NEW CABINETS AND COUNTER TOP
15 W/SINK, DISPOSAL, BACK SPLASH, NEW FLOORING, PAINT, LIGHTING,
16 COUNTEROUTLETS." (Exh. 4.) The permit was issued for an apparent kitchen countertop,
17 outlets, cabinets, and flooring remodel and nothing else. No permit or permit application was
18 posted on the property to apprise Appellants that a kitchen remodel would take place in 524.
19 Appellants are currently requesting the Board take jurisdiction over this building permit so that
20 they may appeal it.

21 Demolition work began on August 4. The demolition work resulted in a flood into
22 Appellants' unit when a pipe burst during the demolition. There was a subsequent leak into
23 Appellants' home caused by the demolition. The demolition and construction caused constant
24 loud noise in Appellants' home. At times the work started as early as 7:00 am and lasted past
25 9:12 pm. The work is ongoing seven days a week. On September 15, Appellants complained to
26
27
28

1 permit holder regarding the noise and late hours of work.¹ On September 18, Appellants
2 noticed a very strong chemical vapor entering their unit that was coming from chemicals
3 applied in 522 Lake Street. The fumes were so potent appellants could taste them. Appellants
4 requested information as to what was being applied to 522 Lake Street so they could determine
5 the extent of its detrimental health impact. Permit holder responded by stating that it was oil
6 based paint.

7 On September 20 loud demolition started at 7:30 am. Later that morning a devise was
8 installed in 524 Lake creating a constant vibration that caused a low and audible vibration in
9 526 for all of the afternoon. The windows in 526 Lake were rattling within their frames.
10 Appellants could feel the vibration in their feet. The noise and vibrations were very distracting
11 and annoying. Appellant Michael Bloomfield works from home, so both Appellants have no
12 place else to go to be able to concentrate and work. Water was also shut off this day from 9:00
13 – 1:00 but advance notice was provided by permit holder. Permit holder's contractor shut off
14 the water again on September 30 for one hour without notice. Appellants demanded that permit
15 holder restore the water and reschedule the shut off for another day, and he complied.

16 Appellants complained on September 23 to the Department of Building Inspection
17 (DBI). On September 26, DBI responded to their complaint that work was being done without
18 permit. On September 27, Inspector Allen visited the property and "observed kitchen &
19 bathroom remodel - New piping alterations & repairs – inc. gas. Requiring a permit. Kit, Bath,
20 laundry. Work without permit. NOV. written & posted." (Exh. 6.) A Notice of Violation
21 (NOV) was issued on that date and mailed on September 28. Appellants expected that the work
22 would stop after the NOV was issued. It did not.

23 Appellants continued to complain to DBI regarding other aspects of the work
24 (bathroom remodel, loose wiring running up the building, garage remodel), believing that this
25 work too was without a building permit. (Exh. 7.) On September 27, permit holder obtained
26

27 ¹ Emails from Appellants to permit holder reflecting their complaints are attached hereto as
28 Exhibit 5.

1 plumbing and electrical permits for this full apartment remodel (Permit Nos. PP20220927270
2 and EW202209276277) (Exh. 8), the subject of these two appeals.

3 Work continued above Appellants' home on Saturday, October 1, Sunday, October 2
4 and Monday, October 3. Work on October 3 lasted past 6:00 pm. Appellants had to shout to be
5 heard over the construction noise in their own home. Fumes permeated Appellant's home that
6 afternoon. The fumes affect Mike Bloomfield's asthma, causing his throat to close, and cause
7 Meg Bloomfield to have headaches. Appellants had to eat dinner out in order to escape the
8 fumes. They had to leave the windows to the apartment open all night in 50 degree weather to
9 try to air out the fumes. Workers left dust, debris and used coffee cups on front steps, requiring
10 Appellants to clean up after them. Permit holder responded to the complaint stating that work
11 will take place between 8:00-6:00 and workers will clean up after themselves at the end of the
12 day. Nevertheless, when workers worked on Appellants' front door on October 4, they left the
13 door open and unattended, and left dust and debris at the front door at the end of the day. (Exh.
14 9.)

15 The permit holder's major remodel of the apartments caused and continues to cause
16 severe disruption to Appellants' use of their home. The remodel has caused flooding and leaks
17 into Appellants' home, shaking, vibrations, noise, noxious vapors, and dust and debris. At
18 times work went well past 7:00 pm at night. The noxious vapors attack Michael Bloomfield's
19 asthma, causing his throat to close up, as well as caused headaches and watery eyes. Permit
20 holder's response was to tell Appellants to open windows. Michael Bloomfield works remotely
21 from his apartment. The construction not only impacts his housing but his ability to work.
22 Margaret Bloomfield is enrolled in two classes at City College. One is held via zoom and the
23 construction noise prevents her from being able to participate in the class fully. The noise also
24 disrupts her concentration when doing homework. The noise, disruption and fumes also causes
25 Appellants a great deal of stress and anxiety.

26 //

27 //

28

1
2 **II.**
3 **ARGUMENT**

4 The Board of Appeals is invested by the San Francisco Charter and related municipal
5 ordinances with complete power to hear and determine the entire controversy before it. It may
6 draw its own conclusions from the conflicting evidence before it and, in the exercise of its
7 independent judgment, affirm or overrule the issuance of the permit. (*Lindell Co. v. Bd. of*
8 *Permit Appeals of City & Cnty. of San Francisco* (1943) 23 Cal.2d 303, 315.) The Board is
9 authorized to exercise independent discretionary review of a building permit application.
10 (*Guinnane v. San Francisco City Plan. Com.* (1989) 209 Cal.App.3d 732, 740.) This discretion
11 includes the power to determine whether a proposed project will “affect the public health,
12 safety or general welfare.” (*Lindell*, 23 Cal.2d at p. 314; *Guinnane*, 209 Cal.App.3d at p. 739.)

13 Furthermore, the Priority Policies of the San Francisco Planning Code (Prop. M)
14 require that prior to issuing a permit for any project or a permit for any demolition, conversion
15 or change of use, the City shall find that the proposed project is consistent with the Prop M
16 Priority Policies. (Planning Code § 101.1.) The Priority Policies affected by this permit
17 include: “. . . (2) That existing housing and neighborhood character be conserved and protected
18 in order to preserve the cultural and economic diversity of our neighborhoods; (3) That the
19 City's supply of affordable housing be preserved and enhanced . . .” (Planning Code §
20 101.1(b).)

21 Furthermore, permit holder has initiated an Ellis Act eviction and his response to
22 complaints regarding the construction was to propose Appellants vacate their home prior to the
23 expiration of the Ellis Act notice period. Under the Ellis Act, the permit holder is required to
24 maintain the same terms and conditions during the one-year notice period as existed on the
25 May 12, 2022, the date he initiated the withdrawal. (Gov. Code § 7060.4(b)(1) & (2); Rent
26 Ordinance § 37.9A(f)(3)(A) & (B); *Hilaly v. Allen* (2019) 36 Cal.App.5th Supp. 12, 23.) The
27 purpose of this provision is to prevent the owner from going out of the rental business prior to
28 the expiration of the extended date of withdrawal and tenancy - one year for senior and

1 disabled tenants. “The language of [Gov. Code section] 7060.4 reflects a clear legislative
2 intent to protect elderly and disabled citizens, [and] to provide a year of tenancy free of
3 disruptive changes in the terms or conditions of the tenancy. . . .” (*Hilaly*, 36 Cal.App.5th
4 Supp. at p. 24.)

5 The Board has broad discretion of to consider all aspects of the project which affect the
6 public health, safety and general welfare of the community, including Appellants who live in
7 the property. The Prop. M Priority Policies also require the Board to assess the impacts of the
8 project and find that it is consistent with the Priority Policies to preserve and protect existing
9 housing and the supply of affordable housing. (Planning Code § 101.1(b)(2), (3).) Lastly, the
10 Ellis Act and Rent Ordinance themselves require that the permit holder provide a year of
11 tenancy free of disruptive changes in conditions in order to protect elderly and disabled tenants.
12 (*Hilaly*, 36 Cal.App.5th Supp. at p. 24.)

13 These permits, along with the underlying building permit over which Appellants
14 request Board jurisdiction, have resulted in extremely disruptive conditions in Appellants’
15 home which is affecting their health, both physically and emotionally. It is negatively affecting
16 this unit of affordable housing and negatively impacts the affordability of the building, as part
17 of permit holder’s project to displace its long-term tenants. Permit holder is violating the Ellis
18 Act and Rent Ordinance by creating disruptive conditions making living in Appellants’ home
19 untenable. Appellants still pay rent and still have a tenancy through May 12, 2023. Permit
20 holder has eliminated their quiet enjoyment before he has withdrawn the property from the
21 rental market.

22 Therefore, Appellants request that the Board grant the appeal and condition the
23 issuance of each of these two permits as follows:


24 1. All work under both permits, which has been suspended pursuant to the appeal,
25 shall cease until Appellants’ tenancy is lawfully terminated and they have vacated 526 Lake
26 Street.

1 2. Any work on the property 522/524/526 Lake Street for which neither permit is
2 specifically required, but which is part of the remodel of either 522 or 524 Lake Street, shall
3 cease until Appellants' tenancy is lawfully terminated and they have vacated 526 Lake Street.

4
5 **III.**
6 **CONCLUSION**

7 Appellants respectfully request that the Board grant their appeals and condition the
8 issuance of the two permits so that work under the permits will proceed only after Appellants'
9 tenancy is lawfully terminated and they have vacated 526 Lake Street.

10 Dated: October 13, 2022



11
12
13 _____
14 Stephen L. Collier
15 Attorney for Defendants
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STEPHEN L. COLLIER, ESQ., State Bar No. 124887
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E-mail: Steve@thclinic.org

Attorneys for Appellants
Margaret Bloomfield and Michael Bloomfield

BOARD OF APPEALS

CITY AND COUNTY OF SAN FRANCISCO

MARGARET BLOOMFIELD, MICHAEL
BLOOMFIELD

Appellants,

vs.

DEPARTMENT OF BUILDING
INSPECTION,

Respondent.

Appeal Nos. 22-068, 22-069

**EXHIBIT LIST TO APPELLANTS'
CONSOLIDATED BRIEF IN
SUPPORT OF APPEALS**

Date: November 2, 2022

Time: 5:00 pm

Place: City Hall, Room 416

Exhibit 1: Notice of Intent to Withdraw	9
Exhibit 2: Notice of Termination of Tenancy	32
Exhibit 3: Tenant Extension Letters	50
Exhibit 4: Building Permit	53
Exhibit 5: Emails between Michael Bloomfield and Greg Germano	55
Exhibit 6: DBI Complaint	68
Exhibit 7: DBI Complaints	70
Exhibit 8: Plumbing & Electrical Permits	74
Exhibit 9: Photograph	77

Exhibit 1

**Notice to Tenant
of Filing of Notice
of Intent to Withdraw**

You are hereby notified:

(A) That the Rent Board has been notified of the owners' intent to withdraw from rent or lease rental units pursuant to Subsection (f)(1) of San Francisco Administrative Code (hereinafter referred to as "SFAC") Section 37.9A. A file endorsed copy of the Notice of Intent to Withdraw Residential Units from the Rental Market is attached hereto and fully incorporated herein as though set forth in full.

(B) That the notice to the Rent Board specified the name and the amount of rent paid by the tenant or lessee as an occupant of the rental unit.

(C) That the amount of rent the owner specified in the notice to the Rent Board is \$1,873.80 per month as set forth in the attached Notice of Intent to Withdraw Residential Units from the Rental Market.

(D) That you have rights to reoccupancy under SFAC Section 37.9A(c) if the rental unit is again offered for rent or lease by a current or future owner and to relocation assistance under SFAC Section 37.9A(e) as set forth below.

(E) That the rights of qualified elderly or disabled tenants as described under Subsection (f)(4) of SFAC Section 37.9A, to extend their tenancy to one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw are set forth below.

You are hereby notified that the attached Notice of Intent to Withdraw Residential Units from the Rental Market was filed on May 12, 2022, with the San Francisco Residential Rent Stabilization and Arbitration Board, pursuant to SFAC Section 37.9A (f)(1) as set forth in Section 7060.4 of the California Government Code.

Please refer to the attached Notice of Intent to Withdraw Rental Units from the Rental Market served herewith. You are notified of its contents. You are also provided with a copy of the San Francisco Residential Rent Stabilization and Arbitration Board's Notice to Tenant of Owner's Filing of Notice of Intent to Withdraw Rental Units Under the Ellis Act, served herewith. You may contact the Residential Rent Stabilization and Arbitration Board for more information about its form.

You have rights and obligations under SFAC Section 37.9A, including the tenant's right to renew the tenancy if proper notification is given within 30 days after vacating the unit and the tenant's entitlement to payment in certain circumstances. A true and correct copy of SFAC Section 37.9A is attached hereto and incorporated herein by reference.

SFAC Section 37.9A(e)(4) provides that any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under this subsection 37.9A(e)(1) or (2) or (3) and the amount which the landlord believes to be due. You have been previously notified of your right to receive payment under San Francisco Administrative Code subsection 37.9A(e)(3). You are notified of that right again.

SFAC Section 37.9A (e) (3) provides in relevant part:

(3) On or After February 20, 2005.

Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to subsections 37.9A(e)(3)(B), (C), and (D) below, the landlord shall be required to pay a relocation benefit on behalf of each authorized occupant of the rental unit regardless of the occupant's age ("Eligible Tenant"). The amount of the relocation payment shall be \$4,500 per Eligible Tenant, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the Eligible Tenant vacates the unit;

(B) In the event there are more than three Eligible Tenants in a unit, the total relocation payment shall be \$13,500, which shall be allocated proportionally among the Eligible Tenant based on the total number of Eligible Tenant in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any Eligible Tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within 15 calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

Please note that, in accordance with SFAC Section 37.9A(e)(3)(D), relocation payments specified in SFAC Sections 37.9(A)(e)(3)(A) and (B) and (C) have been increased for notices of intent to withdraw rental units filed between March 1, 2022 and February 28, 2023 as follows: Section 37.9(A)(e)(3)(A) was increased to \$7,426.54; Section 37.9(A)(e)(3)(B) was increased to \$22,279.62 and Section 37.9(A)(e)(3)(C) was increased to \$4,9451.02.

You are hereby notified of SFAC Section 37.9A(f)(1) and Section 7060.4(a) of the California Government Code. See San Francisco Administrative Code Section 37.9A(f)(1), a true and correct copy of which is attached hereto and incorporated herein by reference. Section 7060.4(a) of the California Government Code provides:

Any public entity which, by a valid exercise of its police power, has in effect any control or system of control on the price at which accommodations are offered for rent or lease, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that the owner notify the entity of an intention to withdraw those accommodations from rent or lease and may require that the notice contain statements, under penalty of perjury, providing information on the number of accommodations, the address or location of those accommodations, the name or names of the tenants or lessees of the accommodations, and the rent applicable to each residential rental unit.

Information respecting the name or names of the tenants, the rent applicable to any residential rental unit, or the total number of accommodations, is confidential information and for purposes of this chapter shall be treated as confidential information by any public entity for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). A public entity shall, to the extent required by the preceding sentence, be considered an "agency," as defined by subdivision (d) of Section 1798.3 of the Civil Code.

You are further notified that you have rights under SFAC Section 37.9A(c) which provides:

(c) **Rights to Re-Rent.** Any owner who again offers for rent or lease any unit covered by Subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed, the owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this Subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be

deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within 30 days thereafter agree and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

You are further notified of your rights and the landlord's rights under SFAC Section 37.9A(f)(4) and California Government Code Section 7060.4(b). See San Francisco Administrative Code Section 37.9A(f)(4), a true and correct copy of which is attached hereto and incorporated herein by reference. Section 7060.4(b) of the California Government Code provides in pertinent part:

... if the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations or unit within the accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw pursuant to subdivision (a), then the date of withdrawal of the accommodations of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the public entity, provided that the tenant or lessee gives written notice of their entitlement to an extension to the owner within 60 days of the date of delivery to the public entity of the notice of intent to withdraw. In that situation, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The owner may elect to extend the tenancy on any other unit within the accommodations up to one year after date of delivery to the public entity of the notice of intent to withdraw, subject to paragraphs (1) and (2).

(4) Within 30 days of the notification by the tenant or lessee to the owner of their entitlement to an extension, the owner shall give written notice to the public entity of the claim that the tenant or lessee is entitled to stay in their accommodations or unit within the accommodations for one year after date of delivery to the public entity of the notice of

intent to withdraw.

(5) Within 90 days of date of delivery to the public entity of the notice of intent to withdraw, the owner shall give written notice of the owner's election to extend a tenancy under paragraph (3) and the revised date of withdrawal to the public entity and any tenant or lessee whose tenancy is extended.

(6) The date of withdrawal for the accommodations as a whole, for purposes of calculating the time periods described in Section 7060.2, shall be the latest termination date among all tenants within the accommodations, as stated in the notices required by paragraphs (4) and (5). An owner's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (4) and (5) shall not extend the date of withdrawal.

You are further notified of your rights and the landlord's rights under California Government Code Section 7060.4(c) which provides:

(c) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify any tenant or lessee displaced pursuant to this chapter of the following:

(1) That the public entity has been notified pursuant to subdivision (a).

(2) That the notice to the public entity specified the name and the amount of rent paid by the tenant or lessee as an occupant of the accommodations.

(3) The amount of rent the owner specified in the notice to the public entity.

(4) Notice to the tenant or lessee of their rights under paragraph (3) of subdivision (b) of Section 7060.2.

(5) Notice to the tenant or lessee of the following:

(A) If the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the public entity of the notice of intent to withdraw, provided that the tenant or lessee gives written notice of their entitlement to the owner within 60 days of date of delivery to the public entity of the notice of intent to withdraw.

(B) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(C) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

You are further notified that SFAC Section 37.9(g) provides that "[t]he provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 *et seq.*)."

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.

The ground set forth in SFAC Section 37.9(a)(13) is the landlord's dominant motive for recovering possession.

A copy of the San Francisco Residential Rent Stabilization and Arbitration Board's Notice to Tenant Required by Rent Ordinance Section 37.9(c) is attached hereto.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco.

Fried, Williams & Grice Conner LLP



By: David Semel, Attorneys for
Owners Gregory C. Germano, Georgina A. Germano
625 Market Street, 4th Floor
San Francisco, CA 94105
Telephone: 415-421-0100

**Notice of Intent to Withdraw
Residential Units from the Rental Market**



San Francisco Residential Rent Stabilization and Arbitration Board

RECEIVED

MAY 12 2022

Notice of Intent to Withdraw Residential Units from the Rental Market

S.F. RESIDENTIAL RENT STABILIZATION
AND ARBITRATION BOARD

[RENT ORDINANCE SECTION 37.9A]

NOTE: Owners seeking to withdraw from the rental market their units which are subject to the San Francisco Rent Ordinance must submit this completed form to the Rent Board's office. Submittal may be by personal delivery, registered mail, or certified mail. Please refer to the specific procedures pursuant to Section 37.9A of the San Francisco Rent Ordinance.

I. OWNER INFORMATION (All owners of the property must be listed. If additional space is needed, attach a separate sheet using the same format.)

Name: Gregory C. Germano, Georgina A. Germano

c/o Fried, Williams & Grice Conner LLP, attn: David Semel, Esq.

Address: 625 Market Street, 4th Floor, San Francisco, CA 94105

Phone Number: (415) 421-0100 (primary) _____ (other)

II. PROPERTY INFORMATION

Address: 522-524-526 Lake Street San Francisco, CA 94118
(street number and name) (zip code)

Block: 1352 Lot: 020

Number of Residential Units: Three

III. UNIT INFORMATION (All units, including owner-occupied, commercial and vacant units, and all occupants of the property must be listed. If additional space is needed, attach a separate sheet using the same format.)

UNIT #	DATE TENANCY COMMENCED	NAME OF EACH CURRENT OCCUPANT	CURRENT RENT
522	N/A	VACANT	N/A
524	03/28/2009	Scott P. Middleton, Jennifer Ryan Middleton a.k.a. Jennifer Sarah Ryan, Quinn Middleton (a minor child), Zander Middleton (a minor child)	\$3,208.12 *
526	01/15/1987	Michael Bloomfield a.k.a. Mike Bloomfield, Margaret Bloomfield a.k.a. Meg Bloomfield,	\$1,873.80 *

* This information is based upon the current monthly rent being paid by the occupants.

PAGE 1 OF 3 - NOTICE OF INTENT TO WITHDRAW



San Francisco Residential Rent Stabilization and Arbitration Board

Notice of Intent to Withdraw Residential Units from the Rental Market

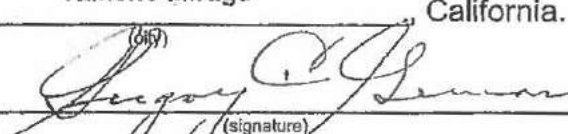
[RENT ORDINANCE SECTION 37.9A]

IV. OWNER'S DECLARATION

Do you certify that actions have been initiated as required by law to terminate all existing tenancies on the property by service of a written notice of termination of tenancy?

☒ Yes ☐ No

I declare under penalty of perjury, under the laws of the State of California, that the information provided on this Notice of Intent to Withdraw Form, including any attachments, is true and correct to the best of my knowledge and belief.

Executed on May 11, 2022 in Rancho Mirage California.
(date) (city) (state)
Gregory C. Germano
(print name) 
(signature)

ALL OWNERS MUST SIGN. Attach an additional declaration and signature for each owner of record. Attorneys and/or non-attorney representatives may not sign the owner's declaration on behalf of an owner.

see attached additional declaration

**Notice of Intent to Withdraw
Residential Units from the Rental Market**

[RENT ORDINANCE SECTION 37.9A]

I declare under penalty of perjury, under the laws of the State of California, that the information provided on this Notice of Intent to Withdraw Form, including any attachments, is true and correct to the best of my knowledge and belief.

Executed on May 11, 2022, in Sonoma, California.
(date) (city)

Georgina A. Germano

(print name)

Georgina A. Germano
(signature)

ALL OWNERS MUST SIGN. Attach an additional declaration and signature for each owner of record. Attorneys and/or non-attorney representatives may not sign the owner's declaration on behalf of an owner.

PAGE 3 OF 3 – Notice of Intent to Withdraw

San Francisco Administrative Code §37.9A

SEC. 37.9A. TENANT RIGHTS IN CERTAIN DISPLACEMENTS UNDER SECTION 37.9(a)(13).

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13) (withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 *et seq.*), if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9A(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this Chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section 37.9A(a)(1).

(b) **Treatment of Replacement Units.** If one or more units covered by Subsection (a) is demolished, and one or more new units qualifying as rental units under this Chapter but for the date on which they first receive a certificate of final completion and occupancy are constructed on the same property, and offered for rent or lease within five years of the date the last of the original units became vacant, the newly constructed units shall be offered at rents not greater than those reasonably calculated to produce a fair and reasonable return on the newly constructed units, notwithstanding Section 37.3(g) or any other provision of this Chapter. The provisions of this Chapter shall thereafter apply. The Board shall adopt rules for determining the rents necessary to provide a fair and reasonable return.

(c) **Rights to Re-Rent.** Any owner who again offers for rent or lease any unit covered by Subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed, the owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this Subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within 30 days thereafter agree and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

(d) **Re-Rental Within Two Years.** If a unit covered by Subsection (a) is offered for rent or lease within two years of the date of withdrawal:

(1) The owner shall be liable to any tenant or lessee who was displaced from the property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of withdrawal of the unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(2) The City may institute a civil proceeding against the owner who has again offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees. Any action by the City pursuant to this paragraph shall be brought within three years of the withdrawal of the unit from rent or lease.

(c) Relocation Payments to Tenants.

(1) **Before August 10, 2004, Low Income, Elderly or Disabled.** Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units was filed with the Board before August 10, 2004, the relocation payments described in this Subsection 37.9A (e)(1) shall be limited to tenants who are members of lower income households, who are elderly, or who are disabled, as defined below.

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit based upon Section 37.9(a)(13), in addition to all rights under any other provisions of law, shall be entitled to receive \$4,500, \$2,250 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250 of which shall be paid when the tenants vacate the unit.

(B) With respect to Subsection 37.9A(e)(1)(A), the Mayor's Office of Housing or its successor agency shall annually determine the income limits for lower income households, adjusted for household size.

(C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at the time such notice is served, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive \$3,000, \$1,500 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the tenant vacates the unit.

(D) The payments due pursuant to this Subsection 37.9A(e)(1) for any unit which is occupied by more than one tenant shall be divided equally among all the occupying tenants, excluding those tenants who are separately entitled to payments under Subsection 37.9A(e)(1)(C) above.

(2) **On August 10, 2004 and until February 19, 2005.** Where a landlord seeks eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units is filed with the Board on or after August 10, 2004 through February 19, 2005, or (ii) the notice of intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as follows:

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500, \$2,250 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250 of which shall be paid when the tenants vacate the unit.

(B) Subject to Subsections 37.9A(e)(2)(C) and (D) below, tenants who are not members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500, which shall be paid when the tenant vacates the unit;

(C) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit;

(D) Notwithstanding Subsection 37.9A(e)(2)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(3) **On or After February 20, 2005.** Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to Subsections 37.9A(e)(3)(B), (C), and (D) below, the landlord shall be required to pay a relocation benefit on behalf of each authorized occupant of the rental unit regardless of the occupant's age ("Eligible Tenant"). The amount of the relocation benefit shall be \$4,500 per Eligible Tenant, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the Eligible Tenant vacates the unit;

(B) In the event there are more than three Eligible Tenants in a unit, the total relocation payment shall be \$13,500, which shall be allocated proportionally among the Eligible Tenants based on the total number of Eligible Tenants in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any Eligible Tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within 15 calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

(E)* (i) Notwithstanding Subsections 37.9A(e)(3)(A)-(D), as of June 1, 2014, each tenant shall be entitled to a relocation

payment equal to the greater of:

- a. the payment specified in Subsections 37.9A(e)(3)(A)-(D); or
- b. the relocation payment calculated in accordance with Subsection 37.9A(e)(3)(E)(iii) below based on the Rental Payment Differential as described in Subsection 37.9A(e)(3)(E)(ii) below.

(ii) The Rental Payment Differential is an amount equal to the difference between the unit's monthly rental rate at the time the landlord files the notice of intent to withdraw rental units with the Board, and the monthly market rental rate for a unit in San Francisco as determined by the Controller's Office, based on data on the San Francisco rental market acquired from a publication or posting of RealFacts or another analysis or analyses of the San Francisco rental market providing a reliable measure of average market rental rates in San Francisco for the immediately prior calendar year, and if that year's data is unavailable, data for the most recent prior calendar year that is available. The Controller shall establish a San Francisco Rental Payment Differential Report within five business days of the effective date of the ordinance amending this subsection (E) (Ordinance No. 68-15), and thereafter by March 1 of each calendar year. The Controller shall provide such Report to the Rent Board, which shall make the Report publicly available on the Rent Board's website and at the Rent Board office. In determining annual changes in the rental market, the Controller shall rely on market data that reasonably reflects a representative sample of rental apartments in San Francisco. For a Rental Payment Differential based on RealFacts data, rental rates shall be determined as follows:

- a. the rental rate for units with 1 Bedroom shall be based on the data from RealFacts for a unit with 1 bedroom and 1 bath;
- b. the rental rate for units with 2 Bedrooms shall be based on the data from RealFacts for a unit with 2 bedrooms and 2 baths;
- c. the rental rate for units with 3 or more Bedrooms shall be based on the data from RealFacts for a unit with 3 bedrooms and 2 baths; and
- d. the rental rate for units without a Bedroom shall be based on the data from RealFacts for a studio.

(iii) The relocation payment for a unit shall be calculated by multiplying the Rental Payment Differential by 24 to cover a two-year period. Notwithstanding any other provision of this Section 37.9A, in no event shall the relocation payment for a unit exceed \$50,000. Each tenant of the unit as of the date the landlord files the notice of intent to withdraw rental units with the Board shall be entitled to the relocation payment for that unit divided equally by the number of tenants in the unit. In addition to receiving his or her relocation payment in accordance with the calculation required by this Subsection 37.9A(e)(3)(E)(iii), any tenant who qualifies for payment under Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. The \$50,000 cap on relocation payments does not include any payments for which the tenant qualifies under Subsections 37.9A(e)(3)(C) as adjusted by (D).

(iv) The landlord shall not have any obligation to pay any portion of the relocation payment under Subsection 37.9A(e)(3)(E)(i)b. to the tenant until the tenant submits to the landlord a written statement, executed by the tenant under penalty of perjury, stating that the tenant will use the relocation payment solely for Relocation Costs, as such term is defined in Section 37.9A(e)(3)(E)(vi)b. below, and which provides the address of the rental unit from which the tenant is being evicted, the name of the tenant, the name of the landlord, and the date of service of the notice of termination of tenancy (the "Declaration"). On or before the date the landlord serves the tenant with the notice of termination of tenancy, the landlord shall provide the tenant any Declaration form that the Rent Board prepares and makes available on its website and notify the tenant in writing that the landlord does not have an obligation to make any portion of the relocation payment prior to the landlord's receipt of the Declaration. If the landlord receives the Declaration on or after serving the notice of termination of tenancy, but before the tenant vacates the unit, the landlord shall pay one half of the tenant's relocation payment on receipt of the Declaration and the remaining half of the payment on the tenant's vacation of the unit. If the landlord receives the Declaration on or after the date that the tenant vacates the unit, the landlord shall pay the full amount of the relocation payment on receipt of the Declaration.

(v) For each expenditure of relocation payment, a tenant shall maintain any invoices, receipts, or other documented proof of the expenditure for a period of at least three years after the date the tenant vacates the tenant's unit. During this three-year period, the tenant shall provide the landlord a copy of such proof of expenditure within 10 business days of receipt of a written request from the landlord. The landlord may request copies of a tenant's proof of expenditure not more than twice in a 12-month period. No more than three years after the tenant has vacated the unit, the tenant shall reimburse the landlord for any portion of the relocation payment paid to the tenant that the tenant cannot demonstrate was used for Relocation Costs.

(vi) For purposes of this Section 37.9A, the following definitions apply:

a. "Bedroom" means any room that: 1. is used primarily as quarters for sleeping; 2. contains at least 70 square feet, exclusive of closets, bathrooms, or similar spaces, and 3. has at least one window opening to an area which leads either to a street, light well, courtyard or rear yard.

b. "Relocation Costs" means any of the following costs incurred by an evicted tenant: rent payments for a replacement dwelling, the purchase price of a replacement dwelling, any costs incurred in moving to a replacement dwelling, or any costs that the tenant can demonstrate were incurred to mitigate the adverse impacts on the tenant of the eviction.

c. "San Francisco Rental Payment Differential Report" means a report on the average rental values for dwelling units in San Francisco to be used in calculating relocation payments in accordance with Subsection 37.9A(e)(3)(E)(iii).

(F)* Any tenant who has received a notice of termination of tenancy, but who has not yet vacated the unit by the operative date of the ordinance creating subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the greater of the relocation payment specified in Section 37.9A(e)(3)(A)-(D) or the relocation payment calculated in accordance with Subsection 37.9A(e)(3)(E)(iii), reduced by any payment the tenant has received under Subsections 37.9A(e)(3)(A)-(D), upon vacating the unit.

(G)* (i) If payment of the relocation payment under Subsection 37.9A(e)(3)(E)(i)b. would constitute an undue financial hardship for a landlord in light of all of the resources available to the landlord, the landlord may file a written request, on a form provided by the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with the Rent Board, with supporting evidence. The Board, or its designated Administrative Law Judges, may order a reduction, payment plan, or any other relief they determine is justified following a hearing on the request.

(ii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall consider all relevant factors, including the number of units in the building and any evidence submitted regarding the landlord's age, length of ownership of the building, ownership of any other buildings, income, expenses, other assets, debt, health, and health care costs, except as provided in Subsection (iii).

(iii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall not consider any of the following types of assets owned by the landlord:

- a. Assets held in retirement accounts; and
- b. Non-liquid personal property.

(H)* Without limiting or otherwise affecting the landlord's right to obtain a hardship adjustment under Subsection 37.9A(e)(3)(G), the landlord may file a written request, on a form provided by the Rent Board, for a hearing with the Rent Board claiming that the San Francisco Rental Payment Differential Report established in Subsection 37.9A(e)(3)(E)(ii) does not reasonably reflect the market rental rate for a comparable unit in San Francisco and would result in an overpayment by the landlord ("Rent Differential Recalculation Request"). The landlord shall include evidence in support of the request. If the Board, or its designated Administrative Law Judges, grant(s) the request in whole or part, they shall order an appropriate adjustment of the payment due from the landlord.

(I)* For purposes of considering Hardship Adjustment and Rent Differential Recalculation Requests under Subsections 37.9A(e)(3)(G) and (H), the Board shall follow a process consistent with the existing Board hearing process under Section 37.8. If a landlord submits both types of hearing requests, the Board may consolidate its hearing of the two requests.

(4) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under Subsections 37.9A(e)(1) or (2) or (3) and the amount of payment which the landlord believes to be due.

(f) Notice to Rent Board; Recordation of Notice; Effective Date of Withdrawal.

(1) Any owner who intends to withdraw from rent or lease any rental unit shall notify the Rent Board in writing of said intention. Said notice shall contain statements, under penalty of perjury, providing information on the number of residential units, the address or location of those units, the name or names of the tenants or lessees of the units, and the rent applicable to each residential rental unit. Said notice shall be signed by all owners of record of the property under penalty of perjury and shall include a certification that actions have been initiated as required by law to terminate existing tenancies through service of a notice of termination of tenancy. The notice must be served by certified mail or any other manner authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental units. Information respecting the name or names of the tenants, the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information by the City for purposes of the Information Practices Act of 1977, as contained in Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code. The City shall, to the extent required by the preceding sentence, be considered an "agency," as defined by Subdivision (b) of Section 1798.3 of the Civil Code.

(2) Prior to the effective date of withdrawal of rental units under this Section, the owner shall cause to be recorded with the County Recorder a memorandum of the notice required by Subsection (f)(1) summarizing its provisions, other than the confidential provisions, in substantially the following form:

Memorandum of Notice Regarding Withdrawal of

Rental Unit From Rent or Lease

This memorandum evidences that the undersigned, as the owner(s) of the property described in Exhibit A attached, has filed a notice, whose contents are certified under penalty of perjury, stating the intent to withdraw from rent or lease all units at said property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act (California Government Code Sections 7060 *et seq.*).

(Signature)

(3) For a notice of intent to withdraw rental units filed with the Rent Board on or before December 31, 1999, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 60 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board.

(4) For a notice of intent to withdraw rental units filed with the Rent Board on or after January 1, 2000, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant or lessee is at least 62 years of age or disabled as defined in Government Code § 12955.3, and has lived in his or her unit for at least one year prior to the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, then the date of withdrawal of the unit of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the Rent Board, provided that the tenant or lessee gives written notice of his or her entitlement to an extension of the date of withdrawal to the owner within 60 days of the date of delivery to the Rent Board of

the Subsection (f)(1) notice of intent to withdraw. In that situation, the following provisions shall apply:

(A) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject to any adjustments otherwise available under Administrative Code Chapter 37.

(B) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(C) The owner may elect to extend the date of withdrawal on any other units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, subject to Subsections (f)(4)(A) and (B).

(D) Within 30 days of the notification by the tenant or lessee to the owner of his or her entitlement to an extension of the date of withdrawal, the owner shall give written notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(E) Within 90 days of the date of delivery to the Rent Board of the notice of intent to withdraw, the owner shall give written notice to the Rent Board and the affected tenant or lessee of the following:

(i) Whether or not the owner disputes the tenant's claim of extension;

(ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the owner does not dispute the tenant's claim of extension; and,

(iii) Whether or not the owner elects to extend the date of withdrawal to other units on the property.

(5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

(A) That the Rent Board has been notified pursuant to Subsection (f)(1);

(B) That the notice to the Rent Board specified the name and the amount of rent paid by the tenant or lessee as an occupant of the rental unit;

(C) The amount of rent the owner specified in the notice to the Rent Board;

(D) The tenant's or lessee's rights to reoccupancy under Section 37.9A(c) if the rental unit is again offered for rent or lease by a current or future owner and to relocation assistance under Section 37.9A(e); and

(E) The rights of qualified elderly or disabled tenants as described under Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(6) Within 30 days after the effective date of withdrawal of rental units under this Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder which describes the property and the dates of applicable restrictions on the property under this Section.

(g) **Successor Owners.** The provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 *et seq.*).

(h) Reports Required.

(1) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Board under Subsection (f)(1), and thereafter not later than December 31st of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the owner of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall notify the Board, in writing, under penalty of perjury, for each such unit:

(A) Whether the unit has been demolished;

(B) If the unit has not been demolished, whether it is in use;

(C) If it is in use, whether it is in residential use;

(D) If it is in residential use, the date the tenancy began, the name of the tenant(s), and the amount of rent charged.

If the unit has been demolished, and one or more new units constructed on the lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit. The Board shall maintain a record of the notices received under Subsection (f) and all notices received under this Section for each unit subject to this reporting requirement.

(2) The Board shall notify each person who is reported as having become a tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it maintains the records described in Subsection (h)(1), and that the rent of the unit may be restricted pursuant to Subsection (a).

(3) The Board shall maintain a register of all rental units withdrawn from rent or lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The Board shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the owner notifies the Board that the unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(4) The Board may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the owner has complied with the provisions of this Section.

(i) This Section 37.9A is enacted principally to exercise specific authority provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California Government Code Sections 7060 *et seq.*). In the case of any amendment to Chapter 12.75 or any other provision of State law which amendment is inconsistent with this Section, this Section shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.

(Added by Ord. 193-86, App. 5/30/86; amended by Ord. 320-94, App. 9/15/94; Ord. 348-99, File No. 991265, App. 12/30/99; Ord. 5-00, File No. 992236, App. 1/14/2000, Ord. 91-03, File No. 030325, App. 5/16/2003; Ord. 21-05, File No. 041151, App. 1/21/2005; Ord. 54-14, File No. 140096, Eff. 6/1/2014; Ord. 68-15, File No. 150117, App. 5/15/2015, Eff. 6/14/2015; Ord. 121-15, File No. 150646, Eff. 11/8/2015; Ord. 6-17, File No. 161081, App. 1/20/2017, Eff. 2/19/2017; Ord. 123-17, File No. 170420, App. 6/22/2017, Eff. 7/22/2017; Ord. 226-19, File No. 191105, App. 12/20/2019, Eff. 1/20/2020)

**Editor's Note:*

The California Court of Appeal has struck down Section 37.9A, subsection 37.9A(e)(3)(E). See Coyne v. City and County of San Francisco, 9 Cal. App. 5th 1215 (Cal. App. 1st Dist. 2017). Because subsections 37.9A(e)(3)(F), 37.9A(e)(3)(G), 37.9A(e)(3)(H), and 37.9A(e)(3)(I) implement the invalidated subsection, they too have no further effect.

**San Francisco Residential Rent Stabilization and Arbitration Board's
Notice to Tenant Required by Rent Ordinance Section 37.9(c)**



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4600 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at www.sfrb.org.

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at www.sfmohcd.org for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4600 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sfrb.org.

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en www.sfmohcd.org para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4600 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sfrb.org.

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trướng (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ www.sfmohcd.org để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4600 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：www.sfrb.org。

您可能資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4600 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sfrb.org.

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («МОHCD»), www.sfmohcd.org, где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4600 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sfrb.org.

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa www.sfmohcd.org para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preperensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.



San Francisco Residential Rent Stabilization and Arbitration Board

If you require this form in Spanish, Chinese or Filipino, please call 415-252-4600 or visit the Rent Board's office at 25 Van Ness Avenue, #320, San Francisco.

Si necesita este formulario en Español, por favor llame al 415-252-4600 o visite a la oficina de La Junta del Control de Rentas en 25 Van Ness Avenue, #320, San Francisco.

如果您需要此表格的中文版本，請致電 415-252-4600 或造訪租務委員會辦公室，地址是：25 Van Ness Avenue, #320, San Francisco.

Kung kailangan ninyo ng form na ito sa Filipino, mangyaring tumawag sa 415-252-4600 o pumunta sa opisina ng San Francisco Rent Board na matatagpuan sa 25 Van Ness Avenue, #320, San Francisco.

NOTICE TO TENANT OF OWNER'S FILING OF NOTICE OF INTENT TO WITHDRAW RENTAL UNITS UNDER THE ELLIS ACT

The owner of your building has filed a Notice of Intent To Withdraw Rental Units with the Rent Board. The procedures for withdrawing rental units from rent or lease under the Ellis Act are set forth in Government Code section 7060 et seq., and Section 37.9A of the San Francisco Rent Ordinance, Chapter 37 of the San Francisco Administrative Code. This provides a summary description of the most important requirements. Since proper withdrawal from the rental market is a basis to evict the tenants, tenants are advised to obtain legal advice from an attorney regarding their specific situation.

An owner withdraws from the rental market under the Ellis Act by filing a Notice of Intent To Withdraw Rental Units with the Rent Board. The Notice provides information about the rental units and must be signed under penalty of perjury by all owners of record of the property. Withdrawal of the property is effective 120 days after delivery of the Notice of Intent on the Rent Board, except elderly (aged 62 or older) or disabled tenants who have lived in the unit for at least a year have the right to extend the date of withdrawal from 120 days to one year as explained below.

Withdrawal is not permitted in the following circumstances:

1. To withdraw some but not all residential rental units on the property;
2. To withdraw a rental unit during the term of a fixed-term lease; or
3. To discriminate against a tenant.

The owner must certify in the Notice of Intent that the owner has served existing tenants with notices of termination of tenancy. The owner can serve the notices of termination of tenancy by certified or registered mail or by any other method authorized by law. The date of withdrawal for all tenants (including elderly and disabled tenants) is initially 120 days after delivery of the Notice of Intent on the Rent Board. **Elderly or disabled tenants who have lived in the unit for at least a year have the right to extend the date of withdrawal of the property from 120 days to one year.** An elderly (aged 62 or older) or disabled tenant claiming the extension must notify the owner in writing within sixty (60) days after the owner files the Notice of Intent with the Rent Board. Within thirty (30) days of receipt of a tenant's claim to an extension, the owner must notify the Rent Board in writing of the claim. In the event an elderly or disabled tenant claims an extension, the owner has the option of extending the tenancies

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(i.e. move-out date) for other units in the building up to one year. Within ninety (90) days of filing of the Notice of Intent, the owner must inform the Rent Board if the owner disputes the tenant's extension claim and the revised date of withdrawal of the property if the owner does not dispute a tenant's claim of extension. The notice must also state whether the owner is extending the tenancies for other units in the building.

Within fifteen (15) days after filing the Notice of Intent To Withdraw Rental Units with the Rent Board, the owner must notify the tenants that the Notice of Intent has been filed, that the tenants have certain rights to reoccupancy, and that tenants have the right to receive certain relocation payments under Rent Ordinance Section 37.9A(e). The required relocation payments are set forth in the attached "Relocation Payments for Tenants Evicted Under the Ellis Act".

After withdrawal of the rental units from rent or lease, the Rent Board will record a Notice of Constraints restricting the future rental use of the units in the following ways:

1. The amount of rent charged is subject to rent control limitations for all tenancies commenced within the five (5) year period after withdrawal; and
2. The unit must be offered to the displaced tenant for ten years after withdrawal. The owner must notify the displaced tenant and the Rent Board if the unit is to be offered for rent again within ten (10) years of the date of withdrawal.

In addition, other City Codes, including but not limited to the Planning Code, Building Code, Subdivision Code and Administrative Code, contain certain restrictions for units that have been withdrawn from the rental market under the Ellis Act.

The Rent Board will maintain a list of rental units withdrawn from rent or lease and the names of the displaced tenants. If tenants want to be notified if withdrawn units are offered again for rent within ten years of withdrawal, tenants must request notice and provide current addresses to the owner. Tenants are strongly encouraged to also file this request with the Rent Board. Tenants can do so by completing a Notice of Interest in Renewed Accommodations form and returning it to the owner and the Rent Board.

Possible Eligibility for Affordable Housing Assistance

In addition, a tenant who has lived in the unit for at least ten (10) years, or at least five (5) years if the tenant is suffering from a life threatening illness or is disabled, is entitled to preference in occupying units or receiving assistance under all affirmative housing programs administered by the City if the tenant received a notice on or after January 1, 2012 that his or her landlord plans to withdraw the tenant's rental unit from the rental market under the Ellis Act. For more information about such assistance, please contact the Mayor's Office of Housing at (415) 701-5613.

City Codes Regarding Habitability

Information on City codes designed to insure the habitability of residential units as well as the Department of Building Inspection's code enforcement process can be found on the Department's web site at www.sfdbi.org.

EXHIBIT 2

NOTICE OF TERMINATION OF TENANCY

TO: Michael Bloomfield a.k.a. Mike Bloomfield,
Margaret Bloomfield a.k.a. Meg Bloomfield,
DOES 1 to 20, and any other occupant claiming the right to possession

Premises to which this notice relates:

526 Lake Street,
City and County of San Francisco, California 94118,
including all parking, storage, and common areas

NOTICE IS HEREBY GIVEN that your tenancy of the aforesaid premises is terminated at the end of the day on September 9, 2022, which is 120 days after the filing of a Notice of Intent to Withdraw Residential Units from the Rental Market pursuant to San Francisco Administrative Code Section 37.9A. The Notice of Intent to Withdraw Residential Units from the Rental Market pursuant to San Francisco Administrative Code (hereinafter referred to as "SFAC") Section 37.9A will be filed on May 12, 2022. You will be served with notice of that filing separately. You are required to deliver possession of the aforesaid premises to the owner of the aforesaid premises, on or before the end of the day on September 9, 2022.

Possession of the aforesaid premises is sought pursuant to SFAC Section 37.9(a)(13) and California Government Code Section 7060 et seq. The owner of the premises wishes to withdraw from rent or lease all rental units within any detached physical structure and, in addition, in the case of any detached physical structure containing three or fewer rental units, any other rental units on the same lot, and complies in full with SFAC Section 37.9A and California Government Code Section 7060 et seq. with respect to each such unit; provided, however, that guestrooms or efficiency units within a residential hotel, as defined in Section 50519 of the Health and Safety Code, may not be withdrawn from rent or lease if the residential hotel has a permit of occupancy issued prior to January 1, 1990, and if the residential hotel did not send a notice of intent to withdraw the units from rent or lease (Administrative Code Section 37.9A(f), Government Code Section 7060.4(a)) that was delivered to the Rent Board prior to January 1, 2004.

You have rights and obligations under SFAC Section 37.9A, including the tenant's right to renew the tenancy if proper notification is given within 30 days after vacating the unit, and the tenant's entitlement to relocation payment in certain circumstances. **You are hereby notified that you have rights under San Francisco Administrative Code §37.9A, a true and correct copy of which is attached hereto and incorporated herein by reference.**

SFAC Section 37.9A(e)(4) provides that any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under this subsection 37.9A(e)(1) or (2) or (3) and the amount which the landlord believes to be due. **Accordingly, you are hereby notified of the right to receive payment under San Francisco Administrative Code subsection 37.9A(e) (3).**

SFAC Section 37.9A (e) (3) provides in relevant part:

(3) **On or After February 20, 2005.** Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to subsections 37.9A(e)(3)(B), (C), and (D) below, the landlord shall be required to pay a relocation benefit on behalf of each authorized occupant of the rental unit regardless of the occupant's age ("Eligible Tenant"). The amount of the relocation payment shall be \$4,500 per Eligible Tenant, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the Eligible Tenant vacates the unit;

(B) In the event there are more than three Eligible Tenants in a unit, the total relocation payment shall be \$13,500, which shall be allocated proportionally among the Eligible Tenant based on the total number of Eligible Tenant in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any Eligible Tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within 15 calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

Please note that, in accordance with SFAC Section 37.9A(e)(3)(D), relocation payments specified in SFAC Sections 37.9(A)(e)(3)(A) and (B) and (C) have been increased for notices of intent to withdraw rental units filed between March 1, 2022 and February 28, 2023 as follows: Section 37.9(A)(e)(3)(A) was increased to \$7,426.54; Section 37.9(A)(e)(3)(B) was increased to \$22,279.62 and Section 37.9(A)(e)(3)(C) was increased to \$4,951.02.

You are hereby notified of SFAC Section 37.9A(f)(1) and Section 7060.4(a) of the California Government Code. See San Francisco Administrative Code Section 37.9A(f)(1), a true and correct copy of which is attached hereto and incorporated herein by reference. Section 7060.4(a) of the California Government Code provides:

Any public entity which, by a valid exercise of its police power, has in effect any control or system of control on the price at which accommodations are offered for rent or lease, may require by statute or ordinance, or by regulation as specified in Section 7060.5, that the owner notify the entity of an intention to withdraw those accommodations from rent

or lease and may require that the notice contain statements, under penalty of perjury, providing information on the number of accommodations, the address or location of those accommodations, the name or names of the tenants or lessees of the accommodations, and the rent applicable to each residential rental unit.

Information respecting the name or names of the tenants, the rent applicable to any residential rental unit, or the total number of accommodations, is confidential information and for purposes of this chapter shall be treated as confidential information by any public entity for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). A public entity shall, to the extent required by the preceding sentence, be considered an "agency," as defined by subdivision (d) of Section 1798.3 of the Civil Code.

You are further notified that you have rights under SFAC Section 37.9A(c) which provides:

(c) **Rights to Re-Rent.** Any owner who again offers for rent or lease any unit covered by Subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed, the owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this Subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within 30 days thereafter agree and notify the landlord

of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

Based upon the above provisions, the owner hereby notifies you that Michael Bloomfield a.k.a. Mike Bloomfield and Margaret Bloomfield a.k.a. Meg Bloomfield are Eligible Tenants and have the right to receive payment under SFAC Section 37.9A(e)(3) and that the amounts which the landlord believes to be due are as follows: Michael Bloomfield a.k.a. Mike Bloomfield, \$7,426.54 and Margaret Bloomfield a.k.a. Meg Bloomfield, \$7,426.54. Half of this amount is being paid with this notice as follows:

- Check payable to Michael Bloomfield a.k.a. Mike Bloomfield in the amount of \$3,713.27; and
- Check payable to Margaret Bloomfield a.k.a. Meg Bloomfield in the amount of \$3,713.27.

You may notify owners if you believe you are entitled to an additional payment under SFAC Section 37.9A(e)(3).

You are further notified of your rights and the landlord's rights under SFAC Section 37.9A(f)(4) and California Government Code Section 7060.4(b). See SFAC Section 37.9A(f)(4), a true and correct copy of which is attached hereto and incorporated herein by reference. Section 7060.4(b) of the California Government Code provides in pertinent part:

... if the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations or unit within the accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw pursuant to subdivision (a), then the date of withdrawal of the accommodations of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the public entity, provided that the tenant or lessee gives written notice of their entitlement to an extension to the owner within 60 days of the date of delivery to the public entity of the notice of intent to withdraw. In that situation, the following provisions shall apply:

(1) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(2) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(3) The owner may elect to extend the tenancy on any other unit within the accommodations up to one year after date of delivery to the public entity of the notice of intent to withdraw, subject to paragraphs (1) and (2).

(4) Within 30 days of the notification by the tenant or lessee to the owner of their entitlement to an extension, the owner shall give written notice to the public entity of the

claim that the tenant or lessee is entitled to stay in their accommodations or unit within the accommodations for one year after date of delivery to the public entity of the notice of intent to withdraw.

(5) Within 90 days of date of delivery to the public entity of the notice of intent to withdraw, the owner shall give written notice of the owner's election to extend a tenancy under paragraph (3) and the revised date of withdrawal to the public entity and any tenant or lessee whose tenancy is extended.

(6) The date of withdrawal for the accommodations as a whole, for purposes of calculating the time periods described in Section 7060.2, shall be the latest termination date among all tenants within the accommodations, as stated in the notices required by paragraphs (4) and (5). An owner's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (4) and (5) shall not extend the date of withdrawal.

You are further notified of your rights and the landlord's rights under California Government Code Section 7060.4(c) which provides:

(c) The statute, ordinance, or regulation of the public entity adopted pursuant to subdivision (a) may also require the owner to notify any tenant or lessee displaced pursuant to this chapter of the following:

(1) That the public entity has been notified pursuant to subdivision (a).

(2) That the notice to the public entity specified the name and the amount of rent paid by the tenant or lessee as an occupant of the accommodations.

(3) The amount of rent the owner specified in the notice to the public entity.

(4) Notice to the tenant or lessee of their rights under paragraph (3) of subdivision (b) of Section 7060.2.

(5) Notice to the tenant or lessee of the following:

(A) If the tenant or lessee is at least 62 years of age or disabled, and has lived in their accommodations for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the public entity of the notice of intent to withdraw, provided that the tenant or lessee gives written notice of their entitlement to the owner within 60 days of date of delivery to the public entity of the notice of intent to withdraw.

(B) The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.

(C) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

You are further notified that SFAC Section 37.9A(g) provides that "[t]he provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 *et seq.*)."

If, subject to the above, you fail to vacate on or before the end of the day on September 9, 2022, or the expiration of the extended period if you exercise a right to extend, then the landlord intends to take legal action against you, which could result in a judgment against you.

Rent will be due on a pro rata basis through September 9, 2022, or through the expiration of the extended period if you exercise a right to extend.

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.

A copy of the San Francisco Residential Rent Stabilization and Arbitration Board's Notice to Tenant Required by Rent Ordinance Section 37.9(c) is attached hereto.

The ground set forth in SFAC Section 37.9(a)(13) is the landlord's dominant motive for recovering possession.

You are hereby notified that advice regarding this notice is available from the Residential Rent Stabilization and Arbitration Board of the City and County of San Francisco.

This notice is intended as a notice terminating your tenancy. This notice is being served on you by certified mail and a copy of the notice is being sent to you by regular mail.

Any notification from you to the owner may be given to the owner in writing and delivered in care of owner's attorneys designated below.

Fried, Williams & Grice Conner LLP



By: David Semel, Attorneys for
Owners Gregory C. Germano, Georgina A. Germano
625 Market Street, 4th Floor
San Francisco, CA 94105
Telephone: 415-421-0100

San Francisco Administrative Code §37.9A

SEC. 37.9A. TENANT RIGHTS IN CERTAIN DISPLACEMENTS UNDER SECTION 37.9(a)(13).

This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as specified.

(a) Rent Allowed.

(1) Except as provided in Section 37.9A(a)(2) below, any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13) (withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 *et seq.*), if again offered for rent or lease, must be offered and rented or leased at a rent not greater than the lawful rent in effect at the time the notice of intent to withdraw rental units is filed with the Board, plus annual rent increases available under this Chapter 37.

(A) The provisions of Section 37.9A(a)(1) apply to all tenancies commenced during either of the following time periods:

(i) The five-year period after a notice of intent to withdraw the rental units is filed with the Board, whether or not the notice of intent is rescinded or the withdrawal of the units is completed pursuant to that notice;

(ii) The five-year period after the rental units are withdrawn.

(B) This Section 37.9A(a)(1) shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the unit.

(C) If it is asserted that the rent could have been increased based on capital improvements, rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to the procedures of Section 37.7 of this Chapter. No increase shall be allowed on account of any expense incurred in connection with withdrawing any unit from rent or lease.

(2) If a new tenancy was lawfully created in a unit before January 1, 2003, following a lawful withdrawal of the unit from rent or lease under Section 37.9(a)(13), any subsequent new tenancies for that rental unit are not subject to the rent limitations in Section 37.9A(n)(1).

(b) **Treatment of Replacement Units.** If one or more units covered by Subsection (a) is demolished, and one or more new units qualifying as rental units under this Chapter but for the date on which they first receive a certificate of final completion and occupancy are constructed on the same property, and offered for rent or lease within five years of the date the last of the original units became vacant, the newly constructed units shall be offered at rents not greater than those reasonably calculated to produce a fair and reasonable return on the newly constructed units, notwithstanding Section 37.3(g) or any other provision of this Chapter. The provisions of this Chapter shall thereafter apply. The Board shall adopt rules for determining the rents necessary to provide a fair and reasonable return.

(c) **Rights to Re-Rent.** Any owner who again offers for rent or lease any unit covered by Subsection (a) shall first offer the unit for rent or lease to the tenants or lessees displaced from the unit as follows:

(1) If any tenant or lessee has advised the owner in writing within 30 days of displacement of his or her desire to consider an offer to renew the tenancy and has furnished the owner with an address to which that offer is to be directed, the owner must make such an offer whenever the unit is again offered for rent or lease within two years of withdrawal. That tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of address to which an offer is to be directed.

(2) Notwithstanding Subsection (c)(1), if the unit is offered for rent or lease within 10 years of withdrawal, the owner shall notify the Rent Board in writing of the intention to re-rent the unit and make an offer to the tenant or lessee whenever the tenant or lessee requests the offer in writing within 30 days after the owner has notified the City of an intention to re-rent the unit. If the unit is offered for rent or lease more than two years after the date the unit was withdrawn from rent or lease, the owner shall be liable to any tenant or lessee who was displaced for failure to comply with this Subsection (c)(2), for punitive damages in an amount which does not exceed the contract rent for six months.

(3) If any former tenant or lessee has requested an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a). This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(4) If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within 30 days thereafter agree and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

(d) **Re-Rental Within Two Years.** If a unit covered by Subsection (a) is offered for rent or lease within two years of the date of withdrawal:

(1) The owner shall be liable to any tenant or lessee who was displaced from the property for actual and exemplary damages. Any action by a tenant or lessee pursuant to this paragraph shall be brought within three years of withdrawal of the unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(2) The City may institute a civil proceeding against the owner who has again offered the unit for rent or lease, for exemplary damages for displacement of tenants or lessees. Any action by the City pursuant to this paragraph shall be brought within three years of the withdrawal of the unit from rent or lease.

(c) Relocation Payments to Tenants.

(1) **Before August 10, 2004, Low Income, Elderly or Disabled.** Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units was filed with the Board before August 10, 2004, the relocation payments described in this Subsection 37.9A (e)(1) shall be limited to tenants who are members of lower income households, who are elderly, or who are disabled, as defined below.

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit based upon Section 37.9(a)(13), in addition to all rights under any other provisions of law, shall be entitled to receive \$4,500, \$2,250 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250 of which shall be paid when the tenants vacate the unit.

(B) With respect to Subsection 37.9A(e)(1)(A), the Mayor's Office of Housing or its successor agency shall annually determine the income limits for lower income households, adjusted for household size.

(C) Notwithstanding Subsection 37.9A(e)(1)(A), and irrespective of the size of the unit, any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at the time such notice is served, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive \$3,000, \$1,500 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the tenant vacates the unit.

(D) The payments due pursuant to this Subsection 37.9A(e)(1) for any unit which is occupied by more than one tenant shall be divided equally among all the occupying tenants, excluding those tenants who are separately entitled to payments under Subsection 37.9A(e)(1)(C) above.

(2) **On August 10, 2004 and until February 19, 2005.** Where a landlord seeks eviction based upon Section 37.9(a)(13) and either (i) the notice of intent to withdraw rental units is filed with the Board on or after August 10, 2004 through February 19, 2005, or (ii) the notice of intent to withdraw rental units was filed with the Board prior to August 10, 2004 but the tenant still resided in the unit as of August 10, 2004, relocation payments shall be paid to the tenants as follows:

(A) Tenants who are members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500, \$2,250 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenants of their entitlement to the relocation payment, and \$2,250 of which shall be paid when the tenants vacate the unit.

(B) Subject to Subsections 37.9A(e)(2)(C) and (D) below, tenants who are not members of lower income households, as defined by Section 50079.5 of the California Health and Safety Code, shall be entitled to receive \$4,500, which shall be paid when the tenant vacates the unit;

(C) In the event there are more than three tenants in a unit, the total relocation payment shall be \$13,500.00, which shall be divided equally by the number of tenants in the unit;

(D) Notwithstanding Subsection 37.9A(e)(2)(A) and (B), any tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500.00 of which shall be paid when the tenant vacates the unit.

(3) **On or After February 20, 2005.** Where a landlord seeks eviction based upon Section 37.9(a)(13), and the notice of intent to withdraw rental units is filed with the Board on or after February 20, 2005, relocation payments shall be paid to the tenants as follows:

(A) Subject to Subsections 37.9A(e)(3)(B), (C), and (D) below, the landlord shall be required to pay a relocation benefit on behalf of each authorized occupant of the rental unit regardless of the occupant's age ("Eligible Tenant"). The amount of the relocation benefit shall be \$4,500 per Eligible Tenant, one-half of which shall be paid at the time of the service of the notice of termination of tenancy, and one-half of which shall be paid when the Eligible Tenant vacates the unit;

(B) In the event there are more than three Eligible Tenants in a unit, the total relocation payment shall be \$13,500, which shall be allocated proportionally among the Eligible Tenants based on the total number of Eligible Tenants in the unit; and

(C) Notwithstanding Subsections 37.9A(e)(3)(A) and (B), any Eligible Tenant who, at the time the notice of intent to withdraw rental units is filed with the Board, is 62 years of age or older, or who is disabled within the meaning of Section 12955.3 of the California Government Code, shall be entitled to receive an additional payment of \$3,000, \$1,500 of which shall be paid within 15 calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment, and \$1,500 of which shall be paid when the Eligible Tenant vacates the unit.

(D) Commencing March 1, 2005, the relocation payments specified in Subsections 37.9A(e)(3)(A) and (B) and (C) shall increase annually at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Board.

(E)* (i) Notwithstanding Subsections 37.9A(e)(3)(A)-(D), as of June 1, 2014, each tenant shall be entitled to a relocation

payment equal to the greater of:

- a. the payment specified in Subsections 37.9A(e)(3)(A)-(D); or
- b. the relocation payment calculated in accordance with Subsection 37.9A(e)(3)(E)(iii) below based on the Rental Payment Differential as described in Subsection 37.9A(e)(3)(E)(ii) below.

(ii) The Rental Payment Differential is an amount equal to the difference between the unit's monthly rental rate at the time the landlord files the notice of intent to withdraw rental units with the Board, and the monthly market rental rate for a unit in San Francisco as determined by the Controller's Office, based on data on the San Francisco rental market acquired from a publication or posting of RealFacts or another analysis or analyses of the San Francisco rental market providing a reliable measure of average market rental rates in San Francisco for the immediately prior calendar year, and if that year's data is unavailable, data for the most recent prior calendar year that is available. The Controller shall establish a San Francisco Rental Payment Differential Report within five business days of the effective date of the ordinance amending this subsection (E) (Ordinance No. 68-15), and thereafter by March 1 of each calendar year. The Controller shall provide such Report to the Rent Board, which shall make the Report publicly available on the Rent Board's website and at the Rent Board office. In determining annual changes in the rental market, the Controller shall rely on market data that reasonably reflects a representative sample of rental apartments in San Francisco. For a Rental Payment Differential based on RealFacts data, rental rates shall be determined as follows:

- a. the rental rate for units with 1 Bedroom shall be based on the data from RealFacts for a unit with 1 bedroom and 1 bath;
- b. the rental rate for units with 2 Bedrooms shall be based on the data from RealFacts for a unit with 2 bedrooms and 2 baths;
- c. the rental rate for units with 3 or more Bedrooms shall be based on the data from RealFacts for a unit with 3 bedrooms and 2 baths; and
- d. the rental rate for units without a Bedroom shall be based on the data from RealFacts for a studio.

(iii) The relocation payment for a unit shall be calculated by multiplying the Rental Payment Differential by 24 to cover a two-year period. Notwithstanding any other provision of this Section 37.9A, in no event shall the relocation payment for a unit exceed \$50,000. Each tenant of the unit as of the date the landlord files the notice of intent to withdraw rental units with the Board shall be entitled to the relocation payment for that unit divided equally by the number of tenants in the unit. In addition to receiving his or her relocation payment in accordance with the calculation required by this Subsection 37.9A(e)(3)(E)(iii), any tenant who qualifies for payment under Subsections 37.9A(e)(3)(C) as adjusted by (D) shall also receive that payment. The \$50,000 cap on relocation payments does not include any payments for which the tenant qualifies under Subsections 37.9A(e)(3)(C) as adjusted by (D).

(iv) The landlord shall not have any obligation to pay any portion of the relocation payment under Subsection 37.9A(e)(3)(E)(i)b. to the tenant until the tenant submits to the landlord a written statement, executed by the tenant under penalty of perjury, stating that the tenant will use the relocation payment solely for Relocation Costs, as such term is defined in Section 37.9A(e)(3)(E)(vi)b. below, and which provides the address of the rental unit from which the tenant is being evicted, the name of the tenant, the name of the landlord, and the date of service of the notice of termination of tenancy (the "Declaration"). On or before the date the landlord serves the tenant with the notice of termination of tenancy, the landlord shall provide the tenant any Declaration form that the Rent Board prepares and makes available on its website and notify the tenant in writing that the landlord does not have an obligation to make any portion of the relocation payment prior to the landlord's receipt of the Declaration. If the landlord receives the Declaration on or after serving the notice of termination of tenancy, but before the tenant vacates the unit, the landlord shall pay one half of the tenant's relocation payment on receipt of the Declaration and the remaining half of the payment on the tenant's vacation of the unit. If the landlord receives the Declaration on or after the date that the tenant vacates the unit, the landlord shall pay the full amount of the relocation payment on receipt of the Declaration.

(v) For each expenditure of relocation payment, a tenant shall maintain any invoices, receipts, or other documented proof of the expenditure for a period of at least three years after the date the tenant vacates the tenant's unit. During this three-year period, the tenant shall provide the landlord a copy of such proof of expenditure within 10 business days of receipt of a written request from the landlord. The landlord may request copies of a tenant's proof of expenditure not more than twice in a 12-month period. No more than three years after the tenant has vacated the unit, the tenant shall reimburse the landlord for any portion of the relocation payment paid to the tenant that the tenant cannot demonstrate was used for Relocation Costs.

(vi) For purposes of this Section 37.9A, the following definitions apply:

- a. "Bedroom" means any room that: 1. is used primarily as quarters for sleeping; 2. contains at least 70 square feet, exclusive of closets, bathrooms, or similar spaces, and 3. has at least one window opening to an area which leads either to a street, light well, courtyard or rear yard.
- b. "Relocation Costs" means any of the following costs incurred by an evicted tenant: rent payments for a replacement dwelling, the purchase price of a replacement dwelling, any costs incurred in moving to a replacement dwelling, or any costs that the tenant can demonstrate were incurred to mitigate the adverse impacts on the tenant of the eviction.
- c. "San Francisco Rental Payment Differential Report" means a report on the average rental values for dwelling units in San Francisco to be used in calculating relocation payments in accordance with Subsection 37.9A(e)(3)(E)(iii).

(F)* Any tenant who has received a notice of termination of tenancy, but who has not yet vacated the unit by the operative date of the ordinance creating subsection (E) and this subsection (F) (Ordinance No. 54-14), shall be entitled to the greater of the relocation payment specified in Section 37.9A(e)(3)(A)-(D) or the relocation payment calculated in accordance with Subsection 37.9A(e)(3)(E)(iii), reduced by any payment the tenant has received under Subsections 37.9A(e)(3)(A)-(D), upon vacating the unit.

(G)* (i) If payment of the relocation payment under Subsection 37.9A(e)(3)(E)(i)b. would constitute an undue financial hardship for a landlord in light of all of the resources available to the landlord, the landlord may file a written request, on a form provided by the Rent Board, for a hearing for a hardship adjustment ("Hardship Adjustment Request") with the Rent Board, with supporting evidence. The Board, or its designated Administrative Law Judges, may order a reduction, payment plan, or any other relief they determine is justified following a hearing on the request.

(ii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall consider all relevant factors, including the number of units in the building and any evidence submitted regarding the landlord's age, length of ownership of the building, ownership of any other buildings, income, expenses, other assets, debt, health, and health care costs, except as provided in Subsection (iii).

(iii) At a hearing for hardship adjustment under Subsection (i), the Board, or its designated Administrative Law Judges, shall not consider any of the following types of assets owned by the landlord:

- a. Assets held in retirement accounts; and
- b. Non-liquid personal property.

(H)* Without limiting or otherwise affecting the landlord's right to obtain a hardship adjustment under Subsection 37.9A(e)(3)(G), the landlord may file a written request, on a form provided by the Rent Board, for a hearing with the Rent Board claiming that the San Francisco Rental Payment Differential Report established in Subsection 37.9A(e)(3)(I)(ii) does not reasonably reflect the market rental rate for a comparable unit in San Francisco and would result in an overpayment by the landlord ("Rent Differential Recalculation Request"). The landlord shall include evidence in support of the request. If the Board, or its designated Administrative Law Judges, grant(s) the request in whole or part, they shall order an appropriate adjustment of the payment due from the landlord.

(I)* For purposes of considering Hardship Adjustment and Rent Differential Recalculation Requests under Subsections 37.9A(e)(3)(G) and (H), the Board shall follow a process consistent with the existing Board hearing process under Section 37.8. If a landlord submits both types of hearing requests, the Board may consolidate its hearing of the two requests.

(4) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant or tenants concerned of the right to receive payment under Subsections 37.9A(e)(1) or (2) or (3) and the amount of payment which the landlord believes to be due.

(f) Notice to Rent Board; Recordation of Notice; Effective Date of Withdrawal.

(1) Any owner who intends to withdraw from rent or lease any rental unit shall notify the Rent Board in writing of said intention. Said notice shall contain statements, under penalty of perjury, providing information on the number of residential units, the address or location of those units, the name or names of the tenants or lessees of the units, and the rent applicable to each residential rental unit. Said notice shall be signed by all owners of record of the property under penalty of perjury and shall include a certification that actions have been initiated as required by law to terminate existing tenancies through service of a notice of termination of tenancy. The notice must be served by certified mail or any other manner authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental units. Information respecting the name or names of the tenants, the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information by the City for purposes of the Information Practices Act of 1977, as contained in Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code. The City shall, to the extent required by the preceding sentence, be considered an "agency," as defined by Subdivision (b) of Section 1798.3 of the Civil Code.

(2) Prior to the effective date of withdrawal of rental units under this Section, the owner shall cause to be recorded with the County Recorder a memorandum of the notice required by Subsection (f)(1) summarizing its provisions, other than the confidential provisions, in substantially the following form:

**Memorandum of Notice Regarding Withdrawal of
Rental Unit From Rent or Lease**

This memorandum evidences that the undersigned, as the owner(s) of the property described in Exhibit A attached, has filed a notice, whose contents are certified under penalty of perjury, stating the intent to withdraw from rent or lease all units at said property, pursuant to San Francisco Administrative Code Section 37.9A and the Ellis Act (California Government Code Sections 7060 *et seq.*).

(Signature)

(3) For a notice of intent to withdraw rental units filed with the Rent Board on or before December 31, 1999, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 60 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board.

(4) For a notice of intent to withdraw rental units filed with the Rent Board on or after January 1, 2000, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant or lessee is at least 62 years of age or disabled as defined in Government Code § 12955.3, and has lived in his or her unit for at least one year prior to the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, then the date of withdrawal of the unit of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the Rent Board, provided that the tenant or lessee gives written notice of his or her entitlement to an extension of the date of withdrawal to the owner within 60 days of the date of delivery to the Rent Board of

the Subsection (f)(1) notice of intent to withdraw. In that situation, the following provisions shall apply:

(A) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject to any adjustments otherwise available under Administrative Code Chapter 37.

(B) No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(C) The owner may elect to extend the date of withdrawal on any other units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw, subject to Subsections (f)(4)(A) and (B).

(D) Within 30 days of the notification by the tenant or lessee to the owner of his or her entitlement to an extension of the date of withdrawal, the owner shall give written notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their unit for one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(E) Within 90 days of the date of delivery to the Rent Board of the notice of intent to withdraw, the owner shall give written notice to the Rent Board and the affected tenant or lessee of the following:

(i) Whether or not the owner disputes the tenant's claim of extension;

(ii) The new date of withdrawal under Section 37.9A(f)(4)(C), if the owner does not dispute the tenant's claim of extension; and,

(iii) Whether or not the owner elects to extend the date of withdrawal to other units on the property.

(5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

(A) That the Rent Board has been notified pursuant to Subsection (f)(1);

(B) That the notice to the Rent Board specified the name and the amount of rent paid by the tenant or lessee as an occupant of the rental unit;

(C) The amount of rent the owner specified in the notice to the Rent Board;

(D) The tenant's or lessee's rights to reoccupancy under Section 37.9A(c) if the rental unit is again offered for rent or lease by a current or future owner and to relocation assistance under Section 37.9A(e); and

(E) The rights of qualified elderly or disabled tenants as described under Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw.

(6) Within 30 days after the effective date of withdrawal of rental units under this Section 37.9A, the Rent Board shall record a notice of constraints with the County Recorder which describes the property and the dates of applicable restrictions on the property under this Section.

(g) **Successor Owners.** The provisions of this Section 37.9A shall apply to the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of Title 1 of the California Government Code (Sections 7060 *et seq.*).

(h) Reports Required.

(1) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Board under Subsection (f)(1), and thereafter not later than December 31st of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the owner of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to Section 37.9(a)(13) shall notify the Board, in writing, under penalty of perjury, for each such unit:

(A) Whether the unit has been demolished;

(B) If the unit has not been demolished, whether it is in use;

(C) If it is in use, whether it is in residential use;

(D) If it is in residential use, the date the tenancy began, the name of the tenant(s), and the amount of rent charged.

If the unit has been demolished, and one or more new units constructed on the lot, the owner shall furnish the information required by items (B), (C) and (D) for each new unit. The Board shall maintain a record of the notices received under Subsection (f) and all notices received under this Section for each unit subject to this reporting requirement.

(2) The Board shall notify each person who is reported as having become a tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that it maintains the records described in Subsection (h)(1), and that the rent of the unit may be restricted pursuant to Subsection (a).

(3) The Board shall maintain a register of all rental units withdrawn from rent or lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The Board shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the owner notifies the Board that the unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(4) The Board may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the owner has complied with the provisions of this Section.

(i) This Section 37.9A is enacted principally to exercise specific authority provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California Government Code Sections 7060 *et seq.*). In the case of any amendment to Chapter 12.75 or any other provision of State law which amendment is inconsistent with this Section, this Section shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.

(Added by Ord. 193-86, App. 5/30/86; amended by Ord. 320-94, App. 9/15/94; Ord. 348-99, File No. 991265, App. 12/30/99; Ord. 5-00, File No. 992236, App. 1/14/2000; Ord. 91-03, File No. 030325, App. 5/16/2003; Ord. 21-05, File No. 041151, App. 1/21/2005; Ord. 54-14, File No. 140096, Eff. 6/1/2014; Ord. 68-15, File No. 150117, App. 5/15/2015, Eff. 6/14/2015; Ord. 171-15, File No. 150646, Eff. 11/8/2015; Ord. 6-17, File No. 161081, App. 1/20/2017, Eff. 2/19/2017; Ord. 123-17, File No. 170420, App. 6/22/2017, Eff. 7/22/2017; Ord. 256-19, File No. 191105, App. 12/20/2019, Eff. 1/20/2020)

**Editor's Note:*

The California Court of Appeal has struck down Section 37.9A, subsection 37.9A(e)(3)(E). See Coyne v. City and County of San Francisco 9 Cal. App. 5th 1215 (Cal. App. 1st Dist. 2017). Because subsections 37.9A(e)(3)(F), 37.9A(e)(3)(G), 37.9A(e)(3)(H), and 37.9A(e)(3)(I) implement the invalidated subsection, they too have no further effect.

**San Francisco Residential Rent Stabilization and Arbitration Board's
Notice to Tenant Required by Rent Ordinance Section 37.9(c)**



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant's failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4600 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at www.sfrb.org.

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor's Office of Housing and Community Development (MOHCD) at www.sfmohcd.org for information about available homes, waiting lists and program eligibility. If you are being evicted because the building's owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the *San Francisco Housing Resource Guide* is available at <http://sfmohcd.org/san-francisco-housing-resource-guide>.

NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4600 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sfrb.org.

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor's Office of Housing and Community Development o MOHCD) en www.sfmohcd.org para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la *Guía de Recursos para Vivienda de San Francisco* está disponible en <http://sfmohcd.org/san-francisco-housing-resource-guide>.

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đạt cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để trục xuất người thuê đó. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thuê Nhà San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4600 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sfrb.org.

Có thể quý vị hội đủ điều kiện tham gia chương trình trợ cấp nhà ở và căn hộ chung cư với chi phí vừa túi tiền. Hãy xem trang web của Sở Phát Triển Nhà Ở Và Cộng Đồng Của Thị Trưởng (Mayor's Office of Housing and Community Development - MOHCD) tại địa chỉ www.sfmohcd.org để biết thêm thông tin về các loại nhà có sẵn, danh sách chờ đợi và các điều kiện của chương trình. Nếu quý vị đang bị trục xuất khỏi nhà vì điều luật Ellis hoặc vì chủ nhà hay người thân của chủ nhà sắp dọn vào ở nhà của quý vị, có thể quý vị hội đủ điều kiện được ưu tiên trong cuộc rút thăm trúng nhà thuê vừa túi tiền. Để biết thêm thông tin về các nguồn trợ giúp trong địa phương về nhà ở, quý vị có thể tìm đọc *Cẩm Nang Các Nguồn Trợ Giúp Về Nhà Ở San Francisco (San Francisco Housing Resource Guide)* tại địa chỉ <http://sfmohcd.org/san-francisco-housing-resource-guide>.



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Required by Rent Ordinance §37.9(c)

Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

租客通知 (Chinese)

您的房東已向您發出終止租約通知。如租客未能及時採取行動回應該通知，可能導致房東提出訴訟驅逐租客。如果您需要獲得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4600 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：www.sfrb.org。

您可能也有資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室 (MOHCD) 網站，以獲知有關現有住屋、等候名單和計劃參加資格等資訊。如果您因為建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能也有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 <http://sfmohcd.org/san-francisco-housing-resource-guide> 瀏覽三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручил вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4600 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sfrb.org.

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартир. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («МОHCD»), www.sfmohcd.org, где вы сможете получить дополнительную информацию о предоставляемом жилье, списках ожидания и ваших правах на участие в подобного рода программах. Если вас выселяют, потому что владелец или родственники владельца здания должны въехать в вашу квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право претендовать на определенные преимущества при участии в лотерее по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте <http://sfmohcd.org/san-francisco-housing-resource-guide>.

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahabla ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4600 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sfrb.org.

Posibleng kuwalipikado kayo para sa mga abot-kayang pabahay at apartment. Pumunta sa Opisina para sa Pabahay at Pagpapaunlad sa Komunidad (Office of Housing and Community Development, MOHCD) ng Alkalde sa www.sfmohcd.org para sa karagdagang impormasyon tungkol sa makukuhang bahay, waiting lists (listahan para sa naghihintay makapasok) at mga kinakailangan para maging kuwalipikado. Kung pinapaalis kayo sa inyong tahanan dahil titira na sa inyong unit ang may-ari ng building o ang kanyang kamag-anak, o dahil sa Ellis Act, posibleng kuwalipikado rin kayo para sa abot-kayang pabahay sa pamamagitan ng lottery preference (pagbibigay-preferensiya batay sa ala-suwerteng bunutan). Para sa karagdagang impormasyon tungkol sa mapagkukunan ng tulong para sa lokal na pabahay, matitingnan ang *San Francisco Housing Resource Guide* (Gabay para sa Mapagkukunan ng Impormasyon at Tulong ukol sa Pabahay sa San Francisco) sa <http://sfmohcd.org/san-francisco-housing-resource-guide>.

1007 Notice to Tenant 37.9(c) 8/11/21

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

www.sfrb.org

Phone 415.252.4600
rentboard@sfgov.org

NOTICE OF TENANT OPTION TO REQUEST AN INITIAL INSPECTION

TO: Michael Bloomfield a.k.a. Mike Bloomfield, Margaret Bloomfield a.k.a. Meg Bloomfield,
DOES 1 TO 20, and any other occupant(s) claiming the right to possession.

Premises to which this notice relates: 526 Lake Street,
City and County of San Francisco, California 94118, including all parking, storage and common areas.

1. You are hereby notified that you may have the legal right to request an initial inspection of your unit, and you have the right to be present during that inspection.
2. Upon your request, the Landlord will make an initial inspection of your unit at a reasonable time, but no earlier than two weeks before the termination of your tenancy or the end of the lease date.
3. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit.
4. You may not make any repairs to the unit that are prohibited by the Rental/Lease Agreement.
5. An Itemized Statement specifying the repairs or cleaning that are proposed to be the basis for deductions from the security deposit shall be given to you, if you are present for the inspection or shall be left inside the premises. This will not be a final accounting of deductions from the security deposit. The itemized statement does not prevent a landlord from using the security deposit for any purpose allowed by law that occurs between completion of the initial inspection and termination of the tenancy or was not identified during the initial inspection due to the presence of a tenant's possessions.
6. You may make the corrections (that are not prohibited by the Rental/Lease Agreement or by law) during the period following the inspection through the termination of the tenancy in order to avoid deductions from the security deposit.
7. You have the right to be present during the inspection, however, the inspection may take place in your absence with your consent.
8. No later than three weeks (21 days) after Landlord has regained possession of the premises, Landlord will provide you with an itemized disposition of security deposit, indicating the basis for, and the amount of, any security received and the disposition of the security, and Landlord will return any remaining portion of security deposit to you.
9. 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.

Fried, Williams & Grice Connor LLP

by David Semel, Attorneys for Landlords Gregory C. Germano, Georgina A. Germano
625 Market Street, 4th Floor, San Francisco, CA 94105
Telephone: 415-421-0100

To Tenant(s): please check the appropriate boxes below, sign the form, and return it to the Landlord at the address stated above.
(Check only one option below)

- ☐ I/We decline the initial inspection.
- ☐ I/We request the initial inspection of my unit, and I wish to be present.
- ☐ I/We request the initial inspection of my unit, but I will not be present.

Tenant's phone number to contact to arrange for the inspection: _____
(if requesting initial inspection, check only one option below)

- ☐ I/We waive my right to 48-hour notice by the Landlord prior to his/her entry of the unit to perform the initial inspection, as allowed by Civil Code Section 1950.5(f)(1).
- ☐ I/We want Landlord to provide 48-hour notice prior to their entry of the unit to perform the initial inspection.

Date Tenant

Date Tenant

Exhibit 3

June 22, 2022

Mr. Gregory C. Germano
Ms. Georgina A. Germano
c/o Fried, Williams & Grice Conner LLP
Attn: David Semel, Esq.
625 Market Street, 4th Floor
San Francisco, CA 94105

Dear Mr. and Ms. Germano,

As you know, I am in receipt of your Notice of Intent to Withdraw Rental Units.

Please be advised that I, Margaret Bloomfield, a.k.a. Meg Bloomfield, am a senior.

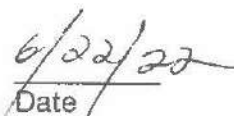
Be also advised that I am hereby exercising my right to claim the one year extension of the withdrawal of the property, specifically 526 Lake Street, San Francisco, CA, to which I am entitled due to my age.

I understand the one year extension will terminate on May 12, 2023. Should I decide to vacate the property sooner than that date, I will provide 30 days notice.

I hereby request the additional relocation fee due a senior under the Ellis Act.

Best regards.


Margaret Bloomfield


Date

June 22, 2022

Mr. Gregory C. Germano
Ms. Georgina A. Germano
c/o Fried, Williams & Grice Conner LLP
Attn: David Semel, Esq.
625 Market Street, 4th Floor
San Francisco, CA 94105

Dear Mr. and Ms. Germano,

As you know, I am in receipt of your Notice of Intent to Withdraw Rental Units.

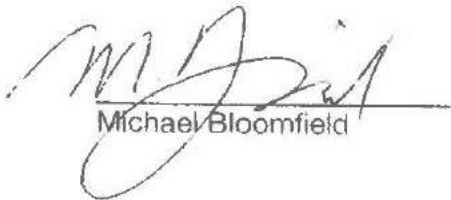
Please be advised that I, Michael Bloomfield, a.k.a. Mike Bloomfield, am disabled.

Be also advised that I am hereby exercising my right to claim the one year extension of the withdrawal of the property, specifically 526 Lake Street, San Francisco, CA, to which I am entitled due to my disability.

I understand the one year extension will terminate on May 12, 2023. Should I decide to vacate the property sooner than that date, I will provide 30 days notice.

I hereby request the additional relocation fee due a disabled person under the Ellis Act.

Best regards,


Michael Bloomfield

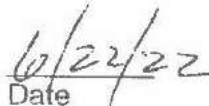

Date

EXHIBIT 4

Permit Details Report**Report Date:** 10/7/2022 10:18:38 AM**Application Number:** 202207289473**Form Number:** 8**Address(es):** 1352 / 020 / 1524 LAKE ST**Description:** REMOVE OLD CABINETS, REPLACE WITH NEW CABINETS AND COUNTER TOP W/ SINK, DISPOSAL, BACK SPLASH, NEW FLOORING, PAINT, LIGHTING, COUNTER OUTLETS.**Cost:** \$15,000.00**Occupancy Code:** R-2**Building Use:** 24 - APARTMENTS**Disposition / Stage:**

Action Date	Stage	Comments
7/28/2022	TRIAGE	
7/28/2022	FILING	
7/28/2022	FILED	
8/2/2022	APPROVED	
8/2/2022	ISSUED	

Contact Details:**Contractor Details:****License Number:** OWN**Name:** OWNER OWNER**Company Name:** OWNER**Address:** OWNER * OWNER CA 00000-0000**Phone:****Addenda Details:****Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	7/28/22	7/28/22			7/28/22	GLADNEY JACQUILINE	
2	BLDG	7/28/22	7/28/22			7/28/22	HU QI (ANNE)	
3	CPB	8/2/22	8/2/22			8/2/22	STORM WILLIAM	

This permit has been issued. For information pertaining to this permit, please call 628-652-3450.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Tim Slot
10/12/2022	PM	CS	Clerk Scheduled	ROUGH FRAME	1
10/6/2022	PM	WS	Web Scheduled	ROUGH FRAME	1
8/11/2022	AM	VS	IVR Scheduled	OK TO COVER	1

Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
10/6/2022	Brett Howard	ROUGH FRAME	ROUGH FRAME
8/11/2022	Enrique Arguemedo	OK TO COVER	ROUGH FRAME

Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

Station Code Descriptions and Phone Numbers[Online Permit and Complaint Tracking home page.](#)**Technical Support for Online Services**

If you need help or have a question about this service, please visit our FAQ area.

Exhibit 5

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>

Date: Sun, Sep 18, 2022 at 7:21 PM

Subject: Fwd: The vapors

To: M&M Bloomfield <mmbloomfield5@gmail.com>

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>

Date: Sun, Sep 18, 2022 at 6:33 PM

Subject: The vapors

To: Greg Germano <greg.germano@icloud.com>

Hi Greg,

Honestly, I can taste the vapors. If you can have the workers stop applying whatever it is in 522, I'd really appreciate it.

Thanks,

Mike

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Sun, Sep 18, 2022 at 6:21 PM
Subject: Re: Water shutoff
To: Greg Germano <greg.germano@icloud.com>
Cc: M&M Bloomfield <mmbloomfield5@gmail.com>

Hi Greg,

That date and time frame will be fine for the water shutoff.

On another note, there is a strong chemical solution being applied to 522 Lake today. The vapors of which have permeated 526 Lake. We have opened all windows but the odor is really quite strong. The worker(s) are not answering the front or rear door. I can smell vapors emanating from the opened dining room windows of 522.

What solution is being used in 522 Lake Street this afternoon? Please let me know.

Is work on the units above us going to continue seven days a week for the foreseeable future? I ask because, as you might imagine, there is associated noise and extraneous affects, e.g. today's noxious odor, which we must endure.

I look forward to your response.

Thanks,

Mike

On Sat, Sep 17, 2022 at 9:33 AM Greg Germano <greg.germano@icloud.com> wrote:

Hi Mike,

The plumber has requested a water shutoff on Tues 9/20 9am - 1pm. Please let me know if that day/time is ok with your household.

Thank you
Greg

Sent from my iPhone

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Thu, Sep 15, 2022 at 9:15 PM
Subject: Fwd: Construction noise
To: M&M Bloomfield <mmbloomfield5@gmail.com>

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Thu, Sep 15, 2022 at 9:12 PM
Subject: Construction noise
To: Greg Germano <greg.germano@icloud.com>

Hi Greg,

Over the past several weeks Meg and I have endured a great deal of noise created by the workers and the construction on the two floors above us.

Tonight, at 9:12 pm, it continues.

Enough.

Construction work at this time of night is not permitted.

Please stop this.

Thanks,

Mike

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>

Date: Mon, Oct 3, 2022 at 6:14 PM

Subject: Re: Water shutoff

To: Greg Germano <greg.germano@icloud.com>

Hi Greg,

In the past hour the workers have again applied something to one of the flats upstairs that has a very, very strong odor. We can taste it. We ask that fans be employed to blow the vapors from the flat out of the building. Given the workers are still here drilling away, this seems like it can be done tonight.

Also, it is past 6:00 and work continues.

There were workers here on both Saturday and Sunday. No let up.

Please also ask the workers to not leave coffee cups or used stainless steel on the front steps. They should sweep up when they leave. Dust and debris collects on the steps and I am tired of sweeping this up.

Mike

On Fri, Sep 30, 2022 at 5:05 PM Greg Germano <greg.germano@icloud.com> wrote:

Will pass that info along.

Thank you

Sent from my iPhone

On Sep 30, 2022, at 4:18 PM, Mike Bloomfield <michaelpbloomfield@gmail.com> wrote:

Hi Greg,

Sorry to not respond sooner.

Monday from 9-12 will be fine.

Mike

On Fri, Sep 30, 2022 at 9:27 AM Greg Germano <greg.germano@icloud.com> wrote:
Hi Mike

I've asked for the water to be turned on and work rescheduled for Monday 9-12noon.

Apologies for the inconvenience. Please let me know if that's okay.

Thank you
Greg
(415) 710-5593

Sent from my iPhone

On Sep 30, 2022, at 9:19 AM, Mike Bloomfield <michaelpbloomfield@gmail.com> wrote:

Hi Greg,

No knock on the door. We are unprepared for this.

Please reschedule.

Thanks,

Mike

On Fri, Sep 30, 2022 at 9:12 AM Greg Germano <greg.germano@icloud.com> wrote:
Good morning Mike

I completely forgot to notify you that the plumber needed to turn water off until 1pm today.

I've asked that he knock on your door before doing so and that if it's an imposition today, to reschedule.

Apologies
Greg

Sent from my iPhone

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Tue, Sep 20, 2022 at 9:48 PM
Subject: Today was horrible
To: Greg Germano <greg.germano@icloud.com>
Cc: M&M Bloomfield <mmbloomfield5@gmail.com>

Dear Greg,

Today was a horrible day to live at 526 Lake.

The workers began at 7:30. Lots and lots and lots of noise during the demolition. Later a machine ran in 524 that caused a low and audible vibration in 526 for ALL of the afternoon. Windows in 526 were rattling within their frames. I could feel it in my feet. Very distracting and annoying as I also work at 526.

I'm not interested in an apology. I'm looking for compensation that has nothing to do with whatever Mr. Semel may propose.

I suggest you agree to accepting one less days rent for today. And if tomorrow and other days are comparable, same thing.

I realize you have a goal. The construction work needed to attain that goal is depriving us of the quiet use and enjoyment of the residence we are paying for. Living in 526 right now is, frankly, hellish.

I look forward to your reply,

Mike

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Tue, Oct 4, 2022 at 7:19 PM
Subject: Fwd: Pics of front
To: Greg Germano <greg.germano@icloud.com>
Cc: M&M Bloomfield <mmbloomfield5@gmail.com>

Hi Greg,

The workers today said they were using fans and the fumes did not enter 526 today.

A worker requested the opportunity to work on our front door and said he would need it ajar to do so for 20 minutes. Meg was none too keen on the idea but we decided to let him do the work. Forty minutes later we checked on the door and it was open with no worker in sight. He also left the paper under the door to catch the dust from his work. We thought he might return but when all the workers had departed the paper was still there. Also, lots of grime left on the front stoop as well which the pictures document.

So...I'd say the cleanup effort today was a fail.

I want to let you know that the noise each day is substantial. Yesterday we hosted Meg's cousin and his wife to lunch in our dining room and at times had to shout to be heard. Noise and construction go hand in hand. Not quite sure how you can rectify that given you want the work done. This has basically been a nightmare for us.

Mike

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>
Date: Tue, Oct 4, 2022 at 7:01 PM
Subject: Pics of front
To: Mike Bloomfield <michaelpbloomfield@gmail.com>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Mike Bloomfield** <michaelpbloomfield@gmail.com>

Date: Tue, Oct 4, 2022 at 12:26 AM

Subject: Re: Odor, fans & debris

To: Greg Germano <greg.germano@icloud.com>

Cc: M&M Bloomfield <mmbloomfield5@gmail.com>

Hi Greg,

Great. Thanks. In summary, timeframes will be adhered to and the workers will clean up after themselves. That seems appropriate.

And will you have them address the fumes? Much too late for that today. We are still airing out the flat tonight.

This is the second time we have had to suffer from the noxious odors generated from the painting or like activity upstairs. We can both taste the fumes. Meg had a headache due to the fumes and we ate out to temporarily get away from the bad air. If this continues it would seem to establish a pattern of a lack of concern for our health, well being, etc. Fans could be used, etc. Please make sure this does not re-occur.

Thank you,

Mike

On Mon, Oct 3, 2022 at 11:50 PM Greg Germano <greg.germano@icloud.com> wrote:

Hi Mike

I just picked up your email and will act on it in the morning.

I've asked that work start no earlier than 8am and finish no later than 6pm. I will stress that they must adhere to these hours, and leave the premises tidy & free of debris.

Thank you

Greg

Sent from my iPhone

On Oct 3, 2022, at 6:14 PM, Mike Bloomfield <michaelpbloomfield@gmail.com> wrote:

Hi Greg,

In the past hour the workers have again applied something to one of the flats upstairs that has a very, very strong odor. We can taste it. We ask that fans be employed to blow the vapors from the flat out of the building. Given the workers are still here drilling away, this seems like it can be done tonight.

Also, it is past 6:00 and work continues.

There were workers here on both Saturday and Sunday. No let up.

Please also ask the workers to not leave coffee cups or used stainless steel on the front steps. They should sweep up when they leave. Dust and debris collects on the steps and I am tired of sweeping this up.

Mike

On Fri, Sep 30, 2022 at 5:05 PM Greg Germano <greg.germano@icloud.com> wrote:

Will pass that info along.

Thank you

Sent from my iPhone

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Hi Greg,

Sorry to not respond sooner.

Monday from 9-12 will be fine.

Mike

On Fri, Sep 30, 2022 at 9:27 AM Greg Germano <greg.germano@icloud.com> wrote:

Hi Mike

I've asked for the water to be turned on and work rescheduled for Monday 9-12noon.

Apologies for the inconvenience. Please let me know if that's okay.

Thank you
Greg
(415) 710-5593

Sent from my iPhone

On Sep 30, 2022, at 9:19 AM, Mike Bloomfield
<michaelpbloomfield@gmail.com> wrote:

Hi Greg,

No knock on the door. We are unprepared for this.

Please reschedule.

Thanks,

Mike

On Fri, Sep 30, 2022 at 9:12 AM Greg Germano
<greg.germano@icloud.com> wrote:
Good morning Mike

I completely forgot to notify you that the plumber needed to turn water off until 1pm today.

I've asked that he knock on your door before doing so and that if it's an imposition today, to reschedule.

Apologies
Greg

Sent from my iPhone

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Meg Bloomfield** <mmbloomfield5@gmail.com>
Date: Mon, Oct 10, 2022 at 2:39 PM
Subject: Fwd: Fumes and Weekend Work
To: Mike <michaelpbloomfield@gmail.com>

----- Forwarded message -----

From: **Greg Germano** <greg.germano@me.com>
Date: Mon, Oct 10, 2022 at 1:14 PM
Subject: Re: Fumes and Weekend Work
To: Meg Bloomfield <mmbloomfield5@gmail.com>

Hi Mike

I'm sorry that the 8AM - 4:30PM work on Saturday was disruptive. I can discuss with the contractor about keeping noisy work to a minimum on weekends.

Please call or text me when you are experiencing a problem so that I can attempt to address the issue(s) while they're occurring.

I'll also inquire if there are any further steps we can take to mitigate the paint odor. The paint is a standard interior household product from a paint store. At your suggestion, fans are circulating the air & windows are open.

The flats are full floor with separate exterior entrances. There are no common areas. Please let me know your thoughts on any further precautions the painters might be able to employ to diminish the smell of paint from entering your flat. The painter is understanding and cooperative.

Thank you
Greg
(415) 710-5593

Sent from my iPhone

> On Oct 10, 2022, at 10:57 AM, Meg Bloomfield <mmbloomfield5@gmail.com> wrote:

>
>
>
>

> Hi Greg,

>

> The painters are back and the fumes are overpowering. Please address this immediately. It is a health hazard for me and my wife and we are not able to be in our home safely.

>

> The workers were very disruptive on Saturday from 8am until 4:30. We were not able to enjoy any time in our home as the noise of drilling, hammering, sawing and thumping of equipment on the floors caused the building to shake. Again, it was extremely disruptive.

>

> Thank you,

>

> Mike

Exhibit 6

COMPLAINT DATA SHEETComplaint
Number: 202296301

Owner/Agent: OWNER DATA SUPPRESSED

Owner's Phone: --

Contact Name: --

Contact Phone: --

Complainant: COMPLAINANT DATA
SUPPRESSED

Date Filed:

Location: 524 LAKE ST

Block: 1352

Lot: 020

Site:

Rating:

Occupancy Code:

Received By: Bonnie Kim

Division: BID

Complainant's

Phone:

Complaint
Source: TELEPHONE

Assigned to

Division: PID

Description: Water pour down through the ceiling. Ripped out walls and plumbing work in the kitchen and bathroom. Brand new kitchen installed in unit 522. Bathroom remodeled in unit 522. An additional half bath installed in unit 522.

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
PID	ALLEN	6370		

REFERRAL INFORMATION**COMPLAINT STATUS AND COMMENTS**

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/26/22	CASE OPENED	PID	Allen	CASE RECEIVED	
09/27/22	CASE OPENED	PID	Allen	FIRST NOV SENT	Site insp - observed kitchen & bathroom remodel - New piping alterations & repairs - incl gas. Requiring a permit. Kit, Bath, laundry. Work without permit. NOV. written & posted
09/28/22	OTHER BLDG/HOUSING VIOLATION	BID	Allen	CASE UPDATE	1st NOV mailed

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID): 9/27/2022

Inspector Contact Information

[Online Permit and Complaint Tracking](#) home page.**Technical Support for Online Services**

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Contact SFGov Accessibility Policies
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Exhibit 7

COMPLAINT DATA SHEET

Complaint
Number: **202296231**
Owner/Agent: **OWNER DATA SUPPRESSED**
Owner's Phone: **—**
Contact Name: **—**
Contact Phone: **—**
Complainant: **COMPLAINANT DATA SUPPRESSED**

Date Filed:
Location: **524 LAKE ST**
Block: **1352**
Lot: **020**

Site:
Rating:
Occupancy Code:
Received By: **Audrey Gee**
Division: **INS**

Complainant's
Phone:
Complaint
Source: **TELEPHONE**
Assigned to
Division: **BID**

Description: **Construction works beyond the scope of issued permit 202207289473, bathroom reconstruction**

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	ARGUMEDO	63825		

REFERRAL INFORMATION**COMPLAINT STATUS AND COMMENTS**

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/23/22	OTHER BLDG/HOUSING VIOLATION	INS	Argumedo	CASE UPDATE	Case reviewed and assigned to district inspector per CM; ag
09/23/22	CASE OPENED	BID	Argumedo	CASE RECEIVED	
09/26/22	OTHER BLDG/HOUSING VIOLATION	BID	Argumedo	CASE CLOSED	District Inspector did a site visit / walk through and found there is a permit for the work being performed . No violations seen at this time.

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

Inspector Contact Information

[Online Permit and Complaint Tracking home page.](#)

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COMPLAINT DATA SHEET**Complaint Number:** 202296302**Owner/Agent:** OWNER DATA SUPPRESSED**Owner's Phone:** --**Contact Name:****Contact Phone:** --**Complainant:** COMPLAINANT DATA SUPPRESSED**Date Filed:****Location:** 524 LAKE ST**Block:** 1352**Lot:** 020**Site:****Rating:****Occupancy Code:****Received By:** Bonnie Kim**Division:** BID**Complainant's****Phone:****Complaint Source:** TELEPHONE**Assigned to****Division:** EID

Description: Wiring running from PG & E box in the alley way up into 522 and 524. Installed electrical wiring along the length of the building in the back of the house up into 522 and 524 flat. Upgrading the panel service from 120 to 240. Moved the panel box from garage to outside in the alley way. Ripped out walls and electrical work in the kitchen and bathroom. Upgraded electrical in the garage in 2019 that was never inspected.

Instructions:**INSPECTOR INFORMATION**

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
EID	CHOY	63181		

REFERRAL INFORMATION**COMPLAINT STATUS AND COMMENTS**

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/26/22	CASE OPENED	EID	Choy	CASE RECEIVED	
09/28/22	CASE OPENED	EID	Zarich	CASE CLOSED	Electrical permit# EW202209276277 has been obtained by a licensed contractor. Scope of work is kitchen and bathroom remodel for 524 Lake Street. A rough electrical inspection has been scheduled for 10/4/22. Ok to close complaint.

COMPLAINT ACTION BY DIVISION**NOV (HIS):****NOV (BID):**

Inspector Contact Information

[Online Permit and Complaint Tracking](#) home page.**Technical Support for Online Services**

If you need help or have a question about this service, please visit our FAQ area.

COMPLAINT DATA SHEET

Complaint Number: 202296310

Owner/Agent: OWNER DATA SUPPRESSED

Owner's Phone: --

Contact Name: --

Contact Phone: --

Complainant: COMPLAINANT DATA SUPPRESSED

Date Filed:

Location: 522 LAKE ST

Block: 1352

Lot: 020

Site:

Rating:

Occupancy Code:

Received By: Alejandro Romero

Division: INS

Complainant's

Phone:

Complaint

Source: TELEPHONE

Assigned to

Division: BID

Description: Redo of garage without permit. Removal of 3 to 4 feet of concrete from rear of garage. Remove support beams. Put in new electrical and repoured concrete.

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	ARGUMEDO	63825		

REFERRAL INFORMATION**COMPLAINT STATUS AND COMMENTS**

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
09/26/22	CASE OPENED	BID	Argumedo	CASE RECEIVED	
09/27/22	OTHER BLDG/HOUSING VIOLATION	INS	Argumedo	CASE UPDATE	Case reviewed and assigned to district inspector per JG: ag
09/28/22	OTHER BLDG/HOUSING VIOLATION	BID	Argumedo	CASE CLOSED	District inspector walked the entire property perimeter and found no violations on site.

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

Inspector Contact Information

[Online Permit and Complaint Tracking home page.](#)

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Exhibit 8

Plumbing Permit Details Report**Report Date:** 10/7/2022 10:13:50 AM**Application Number:** PP20220927270**Address(es):** 1352 / 020 : 524 LAKE ST**Description:** KITCHEN AND LAUNDRY REMODEL. NEW GAS FROM GAS FROM METER TO KITCHEN AND LAUNDRY. BATH REMODEL.**Stage:**

Action Date	Stage	Comments
9/27/2022	ISSUED	
9/27/2022	FILED	

Contractor Details:**License Number:** 760600**Name:** ADRIAN DUGGAN**Company Name:** DUGGAN PLUMBING INC**Address:** 95 OAKRIDGE DR DALY CITY CA, 94104-0000**Phone:** 4153341553**Appointment Details:**

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
10/4/2022	PM	WS	Web Scheduled	ROUGH IN PLUMBING	1

Inspection Details:

Activity Date	Inspector	Inspection Description	Inspection Status
10/4/2022	John Watson	ROUGH IN PLUMBING	ROUGH IN PLUMBING APPROVED

For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

[Online Permit and Complaint Tracking home page.](#)**Technical Support for Online Services**

If you need help or have a question about this service, please visit our FAQ area.

Electrical Permit Details Report**Report Date:** 10/7/2022 10:16:41 AM**Application Number:** EW202209276277**Address(es):** 1352 / 020 : 524 LAKE ST**Description:** INSTALL ELECTRICAL OUTLETS AND LIGHTING FOR REMODEL KITCHEN AND
ADD ONE OUTLET AND LIGHTING IN BATHROOM**Stage:**

Action Date	Stage	Comments
9/27/2022	ISSUED	
9/27/2022	FILED	

Contractor Details:**License Number:** 752322**Name:** JAMES DENG YONG ZHAN ***Company Name:** J.D. YOUNG ELECTRICAL CO.**Address:** 1127 SILLMAN ST ST SAN FRANCISCO, CA 94134-0000**Phone:** 4158505701**Appointment Details:**

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
10/4/2022	AM	WS	Web Scheduled	ROUGH COVER / INSPECTION	1

Inspection Details:

Inspector	Activity Date	Activity Code	Activity Code Descr.	Description
Christopher DeMarco	10/4/2022	116	ALL ROUGH COVER OK	Not Available

For information, or to schedule an inspection, call: 558-6030.

[Online Permit and Complaint Tracking home page.](#)**Technical Support for Online Services**

If you need help or have a question about this service, please visit our FAQ area.

Exhibit 9



**Brief submitted by the permit holder for Appeal Nos.
22-068 and 22-069 for the hearing on November 2, 2022**

From: [Greg Germano](#)
To: [BoardofAppeals \(PAB\)](#)
Subject: 524 Lake St
Date: Thursday, October 27, 2022 4:31:01 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello

My name is Greg Germano. Since I do not have free legal services, I am personally writing this response. I will be as concise as possible.

My sister, Georgina & I, both native San Franciscans, are the owners of 522-526 Lake St. Our grandparents, Vincenzo & Filomena Germano purchased this set of 3 flats in 1926. They occupied one flat and rented the other two. We purchased the flats from the remaining family in 2017.

Two of the three flats have been successfully rented to tenants for 90+ years. There has never been a tenant/landlord dispute of any kind. The rental history is blemish free since 1926.

Recently, we hired a licensed contractor, Alejandro Serrano, to replace the kitchen cabinets, sink, & counter in 524, the vacant middle flat. He obtained the necessary permits. The work has been inspected and signed off.

In addition we have the interior is in the process of being freshly painted. During this process, the tenants in 526, the Bloomfield's, began emailing me complaints about the odor of paint, noise and the days/hours of work in progress.

All of their concerns were addressed in a timely & responsive manner. I limited the hours of to 8am to 6pm. I even suggested that they call/text me so I could address their concerns in real time.

The flats are full floor with separate entrances. There are no common areas. It is beyond belief to think that the insignificant amount of renovation could cause problems for the tenants in 526. The Bloomfield's have always been treated fairly. These complaints are retaliatory because of the eviction in process.

Sincerely
Greg Germano

Sent from my iPhone

PUBLIC COMMENT

From: [REDACTED]
To: [Board of Appeals \(PAB\)](#)
Subject: Appeal # 22-068 and 22-069
Date: Saturday, October 22, 2022 9:57:34 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RE: address 522 - 524 - 526 Lake Street Letter of support

Dear Board of Appeals,

Since August 2008, I [REDACTED]
[REDACTED] Lake Street. **I request my identifying information (e.g., name, email, and street address) be redacted from all public view.**

This is a letter of support regarding the 2 appeals referenced above in the following areas:

1. Support for Meg and Mike Bloomfield's character and value to the community;
2. Safety concerns resulting from a lack of oversight with electrical and other construction;
3. Loud (and at times with chemical smells) construction during early mornings, late evenings, and weekends.

For the past 14 years [REDACTED]. They are and have been consistently kind, thoughtful, and community minded. A few examples:

- * Mike keeps the sidewalks in front of the building swept clean.
- * Along with other neighbors he waters the plants and removes dead ones in the nearby traffic calming street treatment.
- * Meg and Mike are friendly with many of the neighbors.
- * Meg is or has been volunteering with the de Young, Friends of Mountain Lake Park, SFUSD, SF Ballet.
- * They both have been kind to me when I was going through a difficult time a few years ago. To be clear, we are not close friends with daily interaction, their acts of kindness are genuine acts of their commitment to community.

Regarding the recent construction in the building over the past few months, construction has been relentless. Starting early in the morning and lasting well into the evening, hearing banging, loud machinery, and music echoing across the walkway into my apartment. Like many these days, I work from home. There does not seem to be any consideration for how the construction in the building affects the neighbors. Lights were left on through the night flooding my home. I understand there is noise with construction, but it has been outside of normal business hours, including Saturday and Sunday.

Additionally, there was 1 or 2 days that a horrible chemical smell wafted into my home which meant I had to close the kitchen window on a warmer day. Have no idea what chemical was used, but it was incredibly strong and wonder about its toxicity and if proper protection and protocols were taken. I seriously doubt proper protocols were taken if I could smell it in my home. Unfortunately, the owners have shown a complete lack of respect and impact of the construction on the neighbors.

The lack of respect seems to be a pattern. Looking for permits from an earlier construction, prior to them putting the building on the market, which electrical and other work was done, came up empty. With no permits, comes no oversight, comes no protection. This can lead to a

greater vulnerability of fires. In addition to their building being destroyed in a fire, it could spread into my building, my home, then leaving neighbors without a home.

Please provide the strictest oversight of any construction by the building owner as there has been a repeated disregard for safety affecting the surrounding neighbors. Wish there was some way for the Bloomfield's to stay in the building. If living adjacent to the building has provided me with significant disruption, can't imagine the situation for the Bloomfield's.

Thank you for your consideration, [REDACTED]

900 Marguerite Court
Vestal, NY 13850
October 24, 2022

To Whom it May Concern
Appeals Numbers (22-068 & 22-69)
Address: 524 Lake, San Francisco

Dear Sirs,

My wife Kathy and I learned a few days ago that our cousin, Meg Bloomfield and her husband Michael, who reside at 526 Lake Street, San Francisco, have filed an appeal for a cessation of work permits for a major remodel now underway of the apartment above them (524 Lake) in their building until their tenancy is lawfully terminated and they vacate their residence on May 23, 2023.

We have known Meg since childhood days and her husband since their wedding decades ago. They are wonderful friends and members of our extended family.

We had the privilege to visit with them from October 2-4 and spent some time in their home during our brief stay in San Francisco. We became particularly aware of the difficulties they are dealing with as a result of the renovation work that was in progress on Monday morning, afternoon and early evening on October 3.

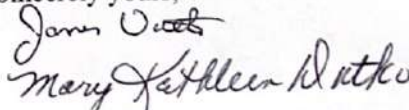
The most apparent impact was the stench of noxious vapors that had permeated their living space. Added to this were loud noises as well as vibrations of continual construction that made it very difficult to simply work and relax at home alone or with family and friends.

On Monday evening, hours before our flight before dawn from the San Francisco airport, we had to vacate the apartment so that we could enjoy a last meal together at a nearby outdoor eatery where we could breath the clear evening air and quietly speak to each other.

During our stay we became aware of the impact that this construction at the adjacent 524 apartment above them, has had on Michael and Meg in 526. He has had a great deal of difficulty, since his workspace is in his home. The noise makes it difficult for him to concentrate, and the fumes cause him daily breathing difficulties. Meg's Zoom studies at home from two classes at City College have been affected by the noise and fumes from the construction. Both of them have medical conditions aggravated by these violations of the permits.

Asking your favorable response to their appeal and extending regards,

Sincerely yours,



James and Mary Kathleen Dutko
(607) 725-3672

From: [REDACTED]
To: [BoardofAppeals \(PAB\)](#)
Subject: Appeal Nos. 22-068 and 22-069 524 Lake Street
Date: Wednesday, October 26, 2022 8:31:11 AM

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PLEASE **DO NOT** SHARE ANY NAMES, EMAIL ADDRESSES OR STREET ADDRESSES IN THIS EMAIL. **PLEASE REDACT ALL PERSONAL INFORMATION IN THIS EMAIL** BEFORE ITS DISTRIBUTION TO ANYONE.

Dear Board Members:

[REDACTED]. We support the Appeals and ask that the Board reconsider their issuance. The construction at the subject property has caused a considerable amount of noise and disruption throughout the day, and appears to be larger than stated in the permits.

Sincerely,

[REDACTED]

From: [Josh S](#)
To: [BoardofAppeals \(PAB\)](#)
Subject: Letter in support of appeals 22-068 and 22-069
Date: Wednesday, October 26, 2022 1:10:01 PM
Attachments: [letter-supporting-appeals-22-068-and-22-069.pdf](#)

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Dear Board of Appeals,

This letter is in reference to appeal numbers 22-068 and 22-069, related to renovation work being undertaken at 524 Lake Street, and is in support of these appeals to delay construction work until the Bloomfields move out.

We have been the Bloomfields' neighbors for more than 10 years. We have only had positive interactions with them. We know them as kind people who are a positive part of our community.

As neighboring tenants in the building immediately adjacent we have been negatively impacted by the construction work taking place. This is not the first time, either, we also experienced negative impacts from the previous round of construction ca. 2018-19.

This time around the work has been much more disruptive as one of us works from home and the noise had been nearly constant from the morning until the evening, until the recent work stoppage. On multiple nights we heard loud music and work going on after 9pm, and we wondered how it was possible that they had obtained a permit allowing work to take place so late into the evening.

On another occasion it was a warm day and we had to close all the windows in our apartment, which has no air conditioning, because there was a horrendous odor of chemicals coming from the work. We have contractors in the family, and we thought it smelled like paint or varnish, but it smelled like they must have painted or varnished an entire floor of the building because the smell was so overpowering.

Of course we are only next-door neighbors, we can't even imagine how disruptive it must have been for the Bloomfields being underneath all of this racket and having to endure the paint or varnish fumes with such proximity. We hope you will grant these appeals so that the Bloomfields may have some peace in their home.

Sincerely,
Josh and Angie Sibelman
530 Lake St. Apt 9

From: [Scott Middleton](#)
To: [Board of Appeals \(PAB\)](#)
Subject: Appeal #22-068 and 22-069 524 Lake St. San Francisco CA 94118
Date: Thursday, October 27, 2022 4:26:18 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Appeal #22-068 and 22-069 524 Lake St. San Francisco CA 94118

Inbox



Scott Middleton

4:22 PM (0 minutes ago)

Subject: Appeal # 22-068 and 22-069

RE: address 522 - 524 - 526 Lake Street Letter of Support

Dear Board of Appeals,

We, Scott Middleton and Jennifer Ryan Middleton, lived at 524 Lake Street which was the middle unit/flat between 526 and 522 Lake Street. Michael & Meg Bloomfield were our downstairs neighbors for our entire 13 years rental residency. The Germano family were our landlords for the full 13 years with Greg Germano taking over as the main landlord the last four (4) years, after Tom Germano passed away. Greg Germano was an extremely negligent and disrespectful landlord – and just a mean hurtful person at heart.

Our letter is in support of Michael and Meg Bloomfield regarding the two (2) appeals referenced above in the following areas:

1. Support for Meg and Mike Bloomfield's character and value to the community;
2. Confirmation of lack of oversight with electrical and other construction while living at 524 Lake Street and Greg Germano's complete disregard for permitted work that was done in the garage and the upper 522 flat that caused serious home enjoyment with all the noise and construction over many months
3. Loud neighbors and loud construction during early mornings, late evenings, and weekends on what looks to have been non-permitted extensive renovations on garage and 522
4. Negligent landlord with 50+ compliant emails & txts to Greg and ten (10) + compliant calls to the police with limited to no action resolving the loud noise issue resulting in a toxic and uncomfortable living situation from February 2021 – July 2022.
5. Greg Germano's complete lack of empathy for Jen's work when she was working at home during that unpermitted construction work to the garage and upstairs unit and Scott's inability to work from home with constant loud music, TV's fans from upstairs neighbor

Meg and Mike were amazing and respectful neighbors. They were always extremely kind, quiet, thoughtful, and community minded.

1. Meg & Michael took care of the backyard flowers and plants resulting in a peaceful, lovely backyard environment (landlord never did anything to improve or keep up the backyard)
2. Meg & Michael are friendly with many of the neighbors and community after living there for 30+ years and putting all three daughters through SF schools
3. Meg is or has been volunteering with the de Young, Friends of Mountain Lake Park, SFUSD, SF Ballet.
4. They were both very quiet and respectful neighbors
5. We developed a meaningful friendship
6. We took care of each other's cat (pet) if out of town

Our understanding is, Greg started construction and renovating our former flat the moment we were kicked out of our 13 year rental home via the Ellis Act in July, 2022. According to former Lake St neighbors we have spoken to, this construction has been relentless starting early in the morning and lasting well into the evening, hearing banging, loud machinery, and music echoing across the walkway into these neighboring homes. There does not seem to be any consideration for how the construction in the building affects the neighbors which is a common theme how Greg Germano treated us as tenants (outlined in greater detail below) as were excellent tenants who were never late on a rent check. We were also informed that lights were left on throughout the night bothering close by neighbors and causing them uncomfortable living situations from the buildings next door + being outside of normal business hours, including Saturday and Sundays. Greg's workers have shown a complete lack of respect and impact of the construction on the neighbors without (what looks to be) proper permits for all this renovation and continued noise nuisance to Meg & Michael in the evening and in the daytime when Michael was trying to work from home which also negatively affected his work environment.

As mentioned, this lack of respect from the Germano family was a common theme our last four years after Greg Germano became the family main landlord. Below are bullet point examples of the disrespectful and unfathomable issues we dealt with as Greg Germano as our landlord:

- ~2017-2018 Greg Germano took all our personal belongings that were verbally allowed for us to store in the garage by the Germano family prior to Greg taking over and threw them all into the middle of the backyard with no warning or word.
- Continued reach outs from Greg's lawyer regarding a proposed 'buy out' to move out which we continued to decline as we did not want to move at that time
- February 2021, allowed a close friend to live directly upstairs from us in unit 522 (strong likelihood he was not paying any rent)
- We strongly felt this new neighbor was allowed to live there to purposely harass us to try to get us to move out as we had 50+ noise complaints on this neighbor to Greg and 15+ complaints to the police over 18 months. Mainly from midnight to 5:00 a.m. on the police calls.
 - Police would come and bang on the door and the neighbor only opened the door once out of the 15+ times the police came after Greg would say the only recourse he could recommend is calling the police because there is nothing more he could do.
 - Loud noise continues almost every night for 18 months
- 522 neighbor NEVER used the garbage or recycling on our premises (extremely strange) but instead consistently stored the garbage in the garage which attracted a mass amount of fleas and raccoons. Fleas would attach to our cat and our bodies. This also resulted in a massive raccoon issue for the building and the surrounding neighbors. Greg did very little to quickly resolve the issue. He blamed the raccoon issue on neighborhood construction but everyone knew it was because the 522 tenant was storing his garbage in the garage.
- 522 neighbor installed an extremely loud air purifier machine that rattled our ceiling in our family room with a loud buzzing noise which heavily affected our enjoyment of watching TV in our family room. We had to turn our TV volume up high to not hear the buzzing which in turn was loud for Meg & Michael below us. They never complained to us once. Great people.
 - We felt this loud machinery was purposely installed to harass us to get us to move out. Multiple on multiple emails provided to Meg Bloomfield show how we constantly complained and Greg said there is not much he could do and it was a small Target fan and could not make that noise. All ois a lie. The

neighbor would sometimes turn off the machine after our complaint but it would come right back on 20 minutes later or almost always the next day – hence our consistent email complaints to Greg. There was no serious effort by Greg to get the neighbor upstairs to stop the loud machine that provided an uncomfortable living space. Purposeful harassment.

- In February 2021, upstairs neighbor had a 10-12 year old child running up and down the hallway above us and jumping off furniture making extremely loud noises and bangs to our ceiling from 11:00 p.m. to 4:00 a.m. Greg did nothing. Purposeful harassment.
- 522 neighbor would blast his music all day and all night so loud we could not hear each other, watch TV, work from home or sleep – and he would sometimes even leave the house with the music left off to blast while gone. Purposeful harassment.
 - Music was typically vulgar rap music with tons of vulgar language which my 8-9 year old asked about constantly and made feel uncomfortable. Greg would get him to stop for 20 minutes and then it would come back on again. Purposeful harassment.
- 522 neighbor would play an extremely loud electric piano which made our down stairs unit shake. Purposeful harassment.
- When finally moving out in July 2022 due to the Ellis Act, Greg Germano's lawyer, David Sewell of the Fried Williams & Grice conner law firm, denied us the ability to be present during their security deposit walkthrough – said we missed our window – which from our research was illegal.
- So...in as one last Greg Germano method to screw us, he took 3 weeks after we moved out to get an inspector in to review the unit so we could get our security deposit back and within those three weeks, a window was broken in a bedroom and of course, he blamed us and took the \$340 repair work out of our security deposit to cover. We feel confident one of his men broke the window (purposely or not) as that window was not broken when we moved out - and they charged us for it. One last stab in our backs.
- There is more but wanted to respect the length of this email.

Our understanding is Greg Germano idolizes former president Donald J Trump and his bullying actions as a landlord mirror those repeated actions with complete disregard for his tenants well-being and enjoyment in the living environment. He would constantly bully us to take him to court on the items listed above for restitution – knowing very well we would not.

Please provide the strictest oversight of \$ money restitution and any construction limitations to Greg Germano as there has been a repeated disregard for noise & safety affecting Meg & Michael and unbelievably the surrounding neighbors.

Thank you for your consideration,

Middleton Family

Dear Board of Appeals,

This letter is in reference to appeal #'s 22-068 and 22-069, related to renovation work being undertaken at 524 Lake Street, and is in support of these appeals to delay construction work until the Bloomfields move out.

We have been the Bloomfields' neighbors for more than 10 years. We have only had positive interactions with them. We know them as kind people who are a positive part of our community.

As neighboring tenants in the building immediately adjacent we have been negatively impacted by the construction work taking place. This is not the first time, either, we also experienced negative impacts from the previous round of construction ca. 2018-19.

This time around the work has been much more disruptive as one of us works from home and the noise had been nearly constant from the morning until the evening, until the recent work stoppage. On multiple nights we heard loud music and work going on after 9pm, and we wondered how it was possible that they had obtained a permit allowing work to take place so late into the evening.

On another occasion it was a warm day and we had to close all the windows in our apartment, which has no air conditioning, because there was a horrendous odor of chemicals coming from the work. We have contractors in the family, and we thought it smelled like paint or varnish, but it smelled like they must have painted or varnished an entire floor of the building because the smell was so overpowering.

Of course we are only next-door neighbors, we can't even imagine how disruptive it must have been for the Bloomfields being underneath all of this racket and having to endure the paint or varnish fumes with such proximity. We hope you will grant these appeals so that the Bloomfields may have some peace in their home.

Sincerely,
Josh and Angie Sibelman
530 Lake St. Apt 9

900 Marguerite Court
Vestal, NY 13850
October 24, 2022

To Whom it May Concern
Appeals Numbers (22-068 & 22-69)
Address: 524 Lake, San Francisco

Dear Sirs,

My wife Kathy and I learned a few days ago that our cousin, Meg Bloomfield and her husband Michael, who reside at 526 Lake Street, San Francisco, have filed an appeal for a cessation of work permits for a major remodel now underway of the apartment above them (524 Lake) in their building until their tenancy is lawfully terminated and they vacate their residence on May 23, 2023.

We have known Meg since childhood days and her husband since their wedding decades ago. They are wonderful friends and members of our extended family.

We had the privilege to visit with them from October 2-4 and spent some time in their home during our brief stay in San Francisco. We became particularly aware of the difficulties they are dealing with as a result of the renovation work that was in progress on Monday morning, afternoon and early evening on October 3.

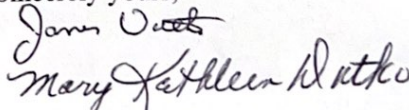
The most apparent impact was the stench of noxious vapors that had permeated their living space. Added to this were loud noises as well as vibrations of continual construction that made it very difficult to simply work and relax at home alone or with family and friends.

On Monday evening, hours before our flight before dawn from the San Francisco airport, we had to vacate the apartment so that we could enjoy a last meal together at a nearby outdoor eatery where we could breathe the clear evening air and quietly speak to each other.

During our stay we became aware of the impact that this construction at the adjacent 524 apartment above them, has had on Michael and Meg in 526. He has had a great deal of difficulty, since his workspace is in his home. The noise makes it difficult for him to concentrate, and the fumes cause him daily breathing difficulties. Meg's Zoom studies at home from two classes at City College have been affected by the noise and fumes from the construction. Both of them have medical conditions aggravated by these violations of the permits.

Asking your favorable response to their appeal and extending regards,

Sincerely yours,



James and Mary Kathleen Dutko
(607) 725-3672

From: [REDACTED]
To: [BoardofAppeals \(PAB\)](#)
Subject: Appeal # 22-078
Date: Thursday, December 8, 2022 6:39:26 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RE: address 524 Lake Street Letter of support

Dear Board of Appeals,

Since August 2008, I have been living at [REDACTED]

[REDACTED] **request my identifying information (e.g., name, email, and street address) be redacted from all public view.**

This is a letter of support regarding the appeal referenced above in the following areas:

1. Support for Meg and Mike Bloomfield's character and value to the community;
2. Safety concerns resulting from a lack of oversight with electrical and other construction;
3. Loud (and at times with chemical smells) construction during early mornings, late evenings, and weekends.

For the past 14 years I've been living next door to Meg and Mike. They are and have been consistently kind, thoughtful, and community minded. A few examples:

- * Mike keeps the sidewalks in front of the building swept clean.
- * Along with other neighbors he waters the plants and removes dead ones in the nearby traffic calming street treatment.
- * Meg and Mike are friendly with many of the neighbors.
- * Meg is or has been volunteering with the de Young, Friends of Mountain Lake Park, SFUSD, SF Ballet.
- * They both have been kind to me when I was going through a difficult time a few years ago.

To be clear, we are not close friends with daily interaction, their acts of kindness are genuine acts of their commitment to community.

Regarding the recent construction in the building over the past few months, construction has been relentless. Starting early in the morning and lasting well into the evening, hearing banging, loud machinery, and music echoing across the walkway into my apartment.

Like many these days, I work from home. There does not seem to be any consideration for how the construction in the building affects the neighbors. Lights were left on through the night flooding my home. I understand there is noise with construction, but it has been outside of normal business hours, including Saturday and Sunday.

Additionally, there was 1 or 2 days that a horrible chemical smell wafted into my home which meant I had to close the kitchen window on a warmer day. Have no idea what chemical was used, but it was incredibly strong and wonder about its toxicity and if proper protection and protocols were taken. I seriously doubt proper protocols were taken if I could smell it in my home. Unfortunately, the

From: [REDACTED]
To: [BoardofAppeals \(PAB\)](#)
Subject: Appeal No. 22-078 For 524 Lake Street
Date: Thursday, December 8, 2022 7:45:40 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Board Members:

We are resubmitting our prior email of October 26 to the Board for consideration in the current Appeal.

As previously, **PLEASE DO NOT SHARE ANY NAMES, EMAIL ADDRESSES OR STREET ADDRESSES IN THIS EMAIL. PLEASE REDACT ALL PERSONAL INFORMATION IN THIS EMAIL (INCLUDING ESPECIALLY THE INITIAL SENTENCE IN THE EMAIL BELOW)** BEFORE ITS DISTRIBUTION TO ANYONE.

Thank you!

Sincerely,

[REDACTED]

PLEASE **DO NOT** SHARE ANY NAMES, EMAIL ADDRESSES OR STREET ADDRESSES IN THIS EMAIL. **PLEASE REDACT ALL PERSONAL INFORMATION IN THIS EMAIL** BEFORE ITS DISTRIBUTION TO ANYONE.

Dear Board Members:

We own and reside in the property adjacent to 524 Lake St. We support the Appeals and ask that the Board reconsider their issuance. The construction at the subject property has caused a considerable amount of noise and disruption throughout the day, and appears to be larger than stated in the permits.

Sincerely,

[REDACTED]

owners have shown a complete lack of respect and impact of the construction on the neighbors.

The lack of respect seems to be a pattern. Looking for permits from an earlier construction, prior to them putting the building on the market, which electrical and other work was done, came up empty. With no permits, comes no oversight, comes no protection. This can lead to a greater vulnerability of fires. In addition to their building being destroyed in a fire, it could spread into my building, my home, then leaving neighbors without a home.

Please provide the strictest oversight of any construction by the building owner as there has been a repeated disregard for safety affecting the surrounding neighbors, *even after the Bloomfields vacate the residence*. Wish there was some way for the Bloomfield's to stay in the building. If living adjacent to the building has provided me with significant disruption, can't imagine the situation for the Bloomfield's.

When construction does continue, please consider limiting construction to Monday – Friday, normal business hours.

Thank you for your consideration,

[REDACTED]

From: [Scott Middleton](#)
To: [BoardofAppeals \(PAB\)](#)
Subject: Appeal # 22-078 For 524 Lake Street
Date: Thursday, December 8, 2022 8:36:39 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Subject: Appeal # 22-078 For 524 Lake Street

Dear Board of Appeals,

We, Scott Middleton and Jennifer Ryan Middleton, lived at 524 Lake Street which was the middle unit/flat between 526 and 522 Lake Street. Michael & Meg Bloomfield were our downstairs neighbors for our entire 13 years rental residency. The Germano family were our landlords for the full 13 years with Greg Germano taking over as the main landlord the last four (4) years, after Tom Germano passed away. Greg Germano was a rude, condescending and disrespectful landlord – and just a mean, hurtful person at heart with mainly money in mind to his actions.

Our letter is in support of Michael and Meg Bloomfield regarding the appeal referenced above in the following areas:

1. Support for Meg and Mike Bloomfield's character and value to the community;
2. Confirmation of lack of oversight with electrical and other construction while living at 524 Lake Street and Greg Germano's disregard for loud work (and potentially properly unpermitted) that was done in the garage and the upper 522 flat that caused serious home enjoyment with all the noise and construction over many months
3. Loud neighbors and loud construction during early mornings, late evenings, and weekends on what looks to have been non-permitted extensive renovations on garage and 522
4. Negligent landlord with 50+ compliant emails & txts to Greg and ten (10) + compliant calls to the police with limited to no action resolving the loud noise issue resulting in a toxic and uncomfortable living situation from February 2021 – July 2022.
5. Greg Germano's complete lack of empathy for Jen's work when she was working at home during that construction work to the garage and upstairs unit and Scott's inability to work from home with constant loud music, TV's fans from upstairs neighbor

Meg and Mike were amazing and respectful neighbors. They were always extremely kind, quiet, thoughtful, and community minded.

1. Meg & Michael took care of the backyard flowers and plants resulting in a peaceful, lovely backyard environment (landlord never did anything to improve or keep up the backyard)
2. Meg & Michael are friendly with many of the neighbors and community after living there for 30+ years and putting all three daughters through SF schools
3. Meg is or has been volunteering with the de Young, Friends of Mountain Lake Park, SFUSD, SF Ballet.
4. They were both very quiet and respectful neighbors
5. We developed a meaningful friendship

6. We took care of each other's cat (pet) if out of town

Our understanding is, Greg started construction and renovating our former flat the moment we were kicked out of our 13 year rental home via the Ellis Act in July, 2022. According to former Lake St neighbors we have spoken to, this construction has been relentless starting early in the morning and lasting well into the evening, hearing banging, loud machinery, and music echoing across the walkway into these neighboring homes. There does not seem to be any consideration for how the construction in the building affects the neighbors which is a common theme how Greg Germano treated us as tenants (outlined in greater detail below) as were excellent tenants who were never late on a rent check. We were also informed that lights were left on throughout the night bothering close by neighbors and causing them uncomfortable living situations from the buildings next door + being outside of normal business hours, including Saturday and Sundays. Greg's workers have shown a complete lack of respect and impact of the construction on the neighbors without (what looks to be) proper permits for all this renovation and continued noise nuisance to Meg & Michael in the evening and in the daytime when Michael was trying to work from home which also negatively affected his work environment.

As mentioned, this lack of respect from the Germano family was a common theme our last four years after Greg Germano became the family main landlord. Below are bullet point examples of the disrespectful and unfathomable issues we dealt with as Greg Germano as our landlord:

1. ~2017-2018 Greg Germano took all our personal belongings that were verbally allowed for us to store in the garage by the Germano family prior to Greg taking over and threw them all into the middle of the backyard with no warning or word.
2. Continued reach outs from Greg's lawyer regarding a proposed 'buy out' to move out which we continued to decline as we did not want to move at that time
3. February 2021, allowed a close friend to live directly upstairs from us in unit 522 (strong likelihood he was not paying any rent)
4. We strongly felt this new neighbor was allowed to live there to purposely harass us to try to get us to move out as we had 50+ noise complaints on this neighbor to Greg and 15+ complaints to the police over 18 months. Mainly from midnight to 5:00 a.m. on the police calls.
5. Police would come and bang on the door and the neighbor only opened the door once out of the 15+ times the police came after Greg would say the only recourse he could recommend is calling the police because there is nothing more he could do.
6. Loud noise continues almost every night for 18 months
7. 522 neighbor NEVER used the garbage or recycling on our premises (extremely strange) but instead consistently stored the garbage in the garage which attracted a mass amount of fleas and racoons. Fleas would attach to our cat and our bodies. This also resulted in a massive raccoon issue for the building and the surrounding neighbors. Greg did very little to quickly resolve the issue. He blamed the raccoon issue on neighborhood construction but everyone knew it was because the 522 tenant was storing his garbage in the garage.
8. 522 neighbor installed an extremely loud air purifier machine that rattled our ceiling in our family room with a loud buzzing noise which heavily affected our enjoyment of watching TV in our family room. We had to turn our TV volume up high to not hear the buzzing which in turn was loud for Meg & Michael below us. They never complained to us

- once. Great people.
9. We felt this loud machinery was purposely installed to harass us to get us to move out. Multiple on multiple emails provided to Meg Bloomfield show how we constantly complained and Greg said there is not much he could do and it was a small Target fan and could not make that noise. All lies. The neighbor would sometimes turn off the machine after our complaint but it would come right back on 20 minutes later or almost always the next day – hence our consistent email complaints to Greg. There was no serious effort by Greg to get the neighbor upstairs to stop the loud machine that provided an uncomfortable living space. Purposeful harassment.
 10. In February 2021, upstairs neighbor had a 10-12 year old child running up and down the hallway above us and jumping off furniture making extremely loud noises and bangs to our ceiling from 11:00 p.m. to 4:00 a.m. Greg did nothing. Purposeful harassment.
 11. 522 neighbor would blast his music all day and all night so loud we could not hear each other, watch TV, work from home or sleep – and he would sometimes even leave the house with the music left off to blast while gone. Purposeful harassment.
 12. Music was typically vulgar rap music with tons of vulgar language which my 8-9 year old asked about constantly and made feel uncomfortable. Greg would get him to stop for 20 minutes and then it would come back on again. Purposeful harassment.
 13. 522 neighbor would play an extremely loud electric piano which made our down stairs unit shake. Purposeful harassment.
 14. When finally moving out in July 2022 due to the Ellis Act, Greg Germano's lawyer, David Sewell of the Fried Williams & Grice conner law firm, denied us the ability to be present during their security deposit walkthrough – said we missed our window – which from our research was illegal.
 15. So...in one last Greg Germano method to screw us, he took 3 weeks after we moved out to get an inspector in to review the unit so we could get our security deposit back and within those three weeks, a window was broken in a bedroom and of course, he blamed us and took the \$340 repair work out of our security deposit to cover. We feel confident one of his men broke the window (purposely or not) as that window was not broken when we moved out - and they charged us for it. One last stab in our backs.

There is more but we want to respect to the length of this email.

Our understanding is Greg Germano idolizes former president Donald J Trump and his bullying actions as a landlord mirror those repeated actions with complete disregard for his tenants well-being and enjoyment in the living environment. He would constantly bully and basically dare us to take him to court on the items listed above for restitution – knowing very well we would not.

Please provide the strictest oversight of \$ money restitution and any construction and noise limitations to Greg Germano as there has been a repeated disregard for noise & safety affecting Meg & Michael and unbelievably the surrounding neighbors.

Thank you for your consideration,

Middleton Family