

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

LAND USE AND TRANSPORTATION COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Malia Cohen, Chair
Land Use and Transportation Committee

FROM: Andrea Ausberry, Assistant Clerk

DATE: March 2, 2015

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, March 3, 2015

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, March 3, 2015. This item was acted upon at the Committee Meeting on March 2, 2015, at 1:30 p.m., by the votes indicated.

Item No. 16 **File No. 150087**

Resolution imposing interim zoning controls to require that for a 12-month period, in the area bounded by Market Street from Van Ness Avenue east to 5th Street on the north side, and east to 2nd Street on the south side, 2nd Street south to Brannan Street, Brannan Street west to Division Street, and South Van Ness Avenue north to Market Street, certain building permits for any building with some commercial use shall require the posting of a notice and a 15-day delay in starting the work, and the re-establishment of a commercial use that has been converted to residential use shall require Planning Commission approval through either an authorization under Planning Code, Section 320, et seq., or a conditional use authorization; and making environmental findings and a determination of consistency with the eight priority policies of Planning Code, Section

AMENDED on Page 2, Lines 11 - 24, by adding 'WHEREAS, The Board is aware that during the economic downturn, renting commercial space for unpermitted residential use was an attractive economic option for many property owners, but the economic situation has changed rapidly and office use in the Area is in demand; and WHEREAS, The unpermitted residential spaces have become an important source of housing for residents of the City, and preserving the City's housing stock, particularly its relatively affordable housing stock in a climate of scarce housing resources and relative lack of affordability, is of paramount concern; and WHEREAS, On December 18, 2013, in Executive Directive 13-01, Mayor Ed Lee requested City Departments to make recommendations to, among other things, preserve and promote rental housing and to hold public hearings when a loss of housing is proposed; and WHEREAS, The City strictly

controls the change of legal uses through the Planning and Building Codes, but a change of use in a building that contains unpermitted uses does not afford the public and decision makers the same level of notice and opportunity to consider the'; Page 3, Lines 1 - 2, by adding 'impact of such a change in use when surrounding circumstances may have substantially changed'; Page 4, Line 20, by deleting 'A', adding 'Any'; and Page 4, Line 21, adding ',subject to the posted notice and 15-day hold requirements above,'

Vote: Supervisor Malia Cohen - Aye
Supervisor Scott Wiener - Aye
Supervisor Jane Kim - Aye

RECOMMENDED AS AMENDED AS A COMMITTEE REPORT

Vote: Supervisor Malia Cohen - Aye
Supervisor Scott Wiener - Aye
Supervisor Jane Kim - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Rick Caldeira, Deputy Legislative Clerk
Jon Givner, Deputy City Attorney

File No. 150087

Committee Item No. 1
Board Item No. %

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use & Transportation

Date Mar. 2, 2015

Board of Supervisors Meeting

Date Mar. 3, 2015

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
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Completed by: Andrea Ausberry Date Feb. 25, 2015

Completed by:  Date Mar. 3, 2015

1 [Interim Zoning Controls - Building Permits for Commercial Uses in an Area Bounded by
2 Market, 2nd, Brannan, and Division Streets, and South Van Ness Avenue]

3 **Resolution imposing interim zoning controls to require that for a 12-month period in**
4 **the area bounded by Market Street from Van Ness Avenue east to 5th Street on the**
5 **north side and east to 2nd Street on the south side, 2nd Street south to Brannan Street,**
6 **Brannan Street west to Division Street, and South Van Ness Avenue north to Market**
7 **Street certain building permits for any building with some commercial use shall require**
8 **the posting of a notice and a 15-day delay in starting the work and the re-establishment**
9 **of a commercial use that has been converted to residential use shall require Planning**
10 **Commission approval through either an authorization under Planning Code, Section**
11 **320, et seq., or a conditional use authorization; and making environmental findings and**
12 **a determination of consistency with the eight priority policies of Planning Code,**
13 **Section 101.1.**

14 WHEREAS, Planning Code, Section 306.7 provides for the imposition of interim zoning
15 controls to accomplish several objectives, including preservation of areas of mixed residential
16 and commercial uses and preservation of the City's rental housing stock; and

17 WHEREAS, Planning Code, Section 320 provides that the creation of 25,000 square
18 feet or more of additional office space shall be subject to the office cap and other
19 requirements of Section 320, et seq. ("Proposition M"); and

20 WHEREAS, for the purpose of office development authorizations "preexisting office
21 space" is defined as "office space used primarily and continuously for office use and not
22 accessory to any use other than office use for five years prior to Planning Commission
23
24
25

1 approval of an office development project which office use was fully legal under the terms of
2 San Francisco law"; and

3 WHEREAS, There is evidence that preexisting office space has been converted
4 without benefit of a permit to residential use in multiple buildings in the area of San Francisco
5 bounded by Market Street from Van Ness Avenue east to 5th Street on the north side and to
6 2nd Street on the south side, 2nd Street south to Brannan Street, Brannan Street west to
7 Division Street, and South Van Ness north to Market; and

8 WHEREAS, The Board of Supervisors wants to control the removal of any existing
9 residential uses in commercial spaces and review the status of the original legal uses until
10 such time as the Planning Department can propose permanent legislation; and

11 WHEREAS, The Board is aware that during the economic downturn, renting
12 commercial space for unpermitted residential use was an attractive economic option for many
13 property owners, but the economic situation has changed rapidly and office use in the Area is
14 in demand; and

15 WHEREAS, The unpermitted residential spaces have become an important source of
16 housing for residents of the City, and preserving the City's housing stock, particularly its
17 relatively affordable housing stock in a climate of scarce housing resources and relative lack
18 of affordability, is of paramount concern; and

19 WHEREAS, On December 18, 2013, in Executive Directive 13-01, Mayor Ed Lee
20 requested City Departments to make recommendations to, among other things, preserve and
21 promote rental housing and to hold public hearings when a loss of housing is proposed; and

22 WHEREAS, The City strictly controls the change of legal uses through the Planning
23 and Building Codes, but a change of use in a building that contains unpermitted uses does not
24 afford the public and decision makers the same level of notice and opportunity to consider the
25

1 impact of such a change in use when surrounding circumstances may have substantially
2 changed; and

3 WHEREAS, This Resolution imposes a new 12-month period for these amended
4 interim controls, which were enacted by Resolution No. 428-13 and expired on December 13,
5 2014; and

6 WHEREAS, This Board has considered the impact on the public health, safety, peace,
7 and general welfare if the proposed interim controls are not imposed; and

8 WHEREAS, This Board has determined that the public interest will best be served by
9 imposition of these interim controls at this time in order to ensure that the legislative scheme
10 which may ultimately be adopted is not undermined during the planning and legislative
11 process for permanent controls; and

12 WHEREAS, The Planning Department has determined that the actions contemplated in
13 this Resolution are in compliance with the California Environmental Quality Act (California
14 Public Resources Code, Sections 21000, et seq.); said determination is on file with the Clerk
15 of the Board of Supervisors in File No. 150087 and is incorporated herein by reference; now,
16 therefore, be it

17 RESOLVED, That pursuant to Planning Code, Section 306.7, the Board of Supervisors
18 by this Resolution hereby requires that during the pendency of these interim controls certain
19 building permits for any buildings with some commercial use in the area of San Francisco
20 bounded by Market Street from Van Ness Avenue east to 5th Street on the north side and to
21 2nd Street on the south side, 2nd Street south to Brannan Street, Brannan Street west to
22 Division Street, and South Van Ness Avenue north to Market Street shall require a notice to
23 be posted the day of permit issuance in a conspicuous location on the ground floor of the
24 building for the work specified below; and, be it

1 FURTHER RESOLVED, That if a posted notice is required it shall meet the
2 requirements of the Planning and Building Departments and at a minimum shall state in plain
3 language and in multiple languages the following information: "The building permit described
4 below has been issued by the City and County of San Francisco. If you or someone you know
5 lives in this building and may be displaced by this work, please call the following number prior
6 to the expected construction start date on _____;" and, be it

7 FURTHER RESOLVED, That if a posted notice is required, work under the issued
8 permit may not start until the expiration of 15 days from permit issuance and posting of the
9 notice; and, be it

10 FURTHER RESOLVED, That the building permits that are subject to the posted notice
11 and 15-day hold requirements are for: Structural or architectural work above the ground floor
12 in the interior of any building with some commercial use that obtained its first certificate of
13 occupancy prior to 1979, is valued at \$15,000 or more, and requires the submittal of floor
14 plans; and, be it

15 FURTHER RESOLVED, That the following building permits are exempt from the
16 posted notice and 15-day hold requirements: Permits to address a life/safety issue, and
17 permits for weather protection, accessibility upgrades, and dry rot repair; and, be it

18 FURTHER RESOLVED, That during the pendency of these interim controls in the
19 geographic area covered by these controls, any commercial use that has been converted in
20 whole or in part to residential use without benefit of a permit shall be deemed abandoned. Any
21 permit, subject to the posted notice and 15-day hold requirements above, to re-establish any
22 commercial use shall not be issued or reinstated, or, if already issued, shall not remain
23 effective, unless the project sponsor obtains a Conditional Use authorization under Planning
24 Code Section 303, in addition to all requirements of the Planning Code applicable to the
25 establishment of any such use; and, be it

1 FURTHER RESOLVED, That these interim controls shall remain in effect for twelve
2 (12) months unless further extended or until the adoption of permanent legislation, whichever
3 shall first occur; and, be it

4 FURTHER RESOLVED, That these interim controls are not in conflict with and hence
5 are consistent with the eight priority policies of Planning Code, Section 101.1.

6

7 APPROVED AS TO FORM:
8 DENNIS J. HERRERA, City Attorney

9 By: 
10 SUSAN CLEVELAND-KNOWLES
Deputy City Attorney

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SAN FRANCISCO PLANNING DEPARTMENT

Release of Suspension Request

February 2, 2015

Mr. Tom Hui, S.E., CBO
Director
Department of Building Inspection
1660 Mission Street
San Francisco, CA 94103

Building Application No.: 201307262890
Property Address: 1049-1051 Market Street
Block and Lot 3703 / 067
Zoning District: C-3-G / 90-X
Staff Contact: Corey Teague, Assistant Zoning Administrator
(415) 575-9081 or corey.teague@sfgov.org

Dear Director Hui,

This letter is to request that the Department of Building Inspection (DBI) release suspension of Building Permit Application Number 201307262890 ("Permit") for the property at 1049-1051 Market Street.

On October 28, 2013, Corey A. Teague (Acting Zoning Administrator) submitted a Request for Suspension for the Permit because it was not reviewed by the Planning Department, and there was a question as to whether the work proposed in the Permit triggered additional requirements and/or procedures under the Planning Code.

That Request for Suspension was appealed to the Board of Appeals by John Gall on November 13, 2013. Planning Department staff met with John Gall and others representing the subject property in January 2014. The result of the meeting was a shared understanding that the property owner(s) would request a letter of determination from the Zoning Administrator regarding the possibility of converting some or all of the unpermitted habitable space referenced in DBI Notice of Violation No. 200711850 into dwelling units that are integrated with the working space of artists, artisans and other craftspersons, pursuant to Planning Code Section 204.4(b). Subsequent to that meeting, the appeal of the Request for Suspension was withdrawn on February 19, 2014.

Despite the outcome of the January 2014 meeting the Planning Department received no communication from the permit holder or property owner(s) until December 2014. At that time, counsel for the property owner(s) requested that the Department either seek reinstatement or revocation of the Permit. The Department understood it to be implicit in this request that the permit holder and property owner(s) no longer intended to move forward with a conversion of

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Suite 400
San Francisco,
CA 94103-2479

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415.558.6378

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415.558.6409

Planning
Information:
415.558.6377

Tom Hui, Director of Building Inspection
Release of Suspension Request
1049-51 Market Street
February 2, 2015

the preexisting office space to dwelling units that are integrated with the working space of artists, artisans and other craftspersons, as had been previously discussed.

As such, it is my determination that the current legal use of the portion of the building subject to the Permit is the last legal use, which was office space here. Absent an abandonment of use recognized by the Planning Code, when a legal use of a property is changed without the benefit of a permit, the legal use remains the last legal use if that use is permitted as of right. While the principle of abandonment may apply in some circumstances to change this presumption, there is no provision for abandonment in the Code for a principally permitted use. The Planning Code provides for abandonment of nonconforming uses (Section 183) and conditional uses (Section 178). Here, the preexisting office space was legally established, and office is permitted as of right in the C-3-G Zoning District. Office is neither a nonconforming use nor a conditional use on the subject property. As such, the construction of walls and other facilities for the purpose of residential use in the subject building did not constitute abandonment under the Planning Code of the preexisting legal office space. Because the office space was not abandoned, the subject permit does not constitute a change of use or reestablishment of the office use, nor any associated Planning Code provisions that would apply to such activity.

As noted in the Request for Suspension, staff from both the Planning Department and DBI maintain that there are multiple ways in which residential uses at this Property and another property controlled by the owners of the subject property, 1067-1071 Market Street, may be maintained and improved in a manner consistent with the Planning and Building Codes. The Planning Department remains prepared to work with the property owners toward such a solution.

Therefore, the Planning Department is requesting that the Department of Building Inspection reinstate the Permit.

APPEAL: Any aggrieved person may appeal this letter to the Board of Appeals within fifteen (15) days after the date of the issuance of this letter. For further information, please contact the Board of Appeals in person at 1650 Mission Street, Room 304, or call 575-6880.

Sincerely,



Scott F. Sanchez
Zoning Administrator

CC: Mr. John Gall - 1005 Market St #310, San Francisco CA 94103 (property owner)
Mr. Terry Bogart - 16351 Skyline Blvd, Woodside CA 94062 (property owner)
Mr. Daniel Lowrey, DBI
Mr. Patrick O'Riordan, DBI
Mr. Ron Tom
Mr. Ed Sweeny
Mr. Joe Duffy, DBI
Mr. Bernie Curran, DBI

Tom Hui, Director of Building Inspection
Release of Suspension Request
1049-51 Market Street
February 2, 2015

Ms. Yin Pei, DBI
Mr. Ben Man, DBI
Mr. Daniel Sider, Planning Department
Mr. Mark Luellen, Planning Department
Mr. Dario Jones, Planning Department
Mr. Corey Teague, Planning Department
Ms. Susan Cleveland-Knowles, City Attorney's Office

BOARD of SUPERVISORS



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February 5, 2015

File No. 150087

Sarah Jones
Environmental Review Officer
Planning Department
1650 Mission Street, 4th Floor
San Francisco, CA 94103

Dear Ms. Jones:

On January 27, 2015, Supervisor Kim introduced the following legislation:

File No. 150087

Resolution imposing interim zoning controls to require that for a 12-month period in the area bounded by Market Street from Van Ness Avenue east to 5th Street on the north side and east to 2nd Street on the south side, 2nd Street south to Brannan Street, Brannan Street west to Division Street, and South Van Ness Avenue north to Market Street certain building permits for any building with some commercial use shall require the posting of a notice and a 15-day delay in starting the work and the re-establishment of a commercial use that has been converted to residential use shall require Planning Commission approval through either an authorization under Planning Code, Section 320, et seq., or a conditional use authorization; and making environmental findings and a determination of consistency with the eight priority policies of Planning Code, Section 101.1.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

A handwritten signature in cursive script, appearing to read "A. Ausberry".

By: Andrea Ausberry, Assistant Clerk
Land Use & Economic Development Committee

Attachment

c: Joy Navarrete, Environmental Planning
Jeanie Poling, Environmental Planning

Not defined as a project under CEQA Guidelines Sections 15378(c)(2) because it does not result in a physical change in the environment.

Joy Navarrete

Digitally signed by Joy Navarrete
DN: cn=Joy Navarrete, o=Planning,
ou=Environmental Planning,
email=joy.navarrete@sfgov.org, c=US
Date: 2015.02.17 15:25:14 -0800

ZACKS & FREEDMAN

A PROFESSIONAL CORPORATION

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BOARD OF SUPERVISORS
SAN FRANCISCO

2015 MAR -2 PM 1:35

BY ll

LU Committee,
Committee Clerk, COB
File

235 Montgomery Street, Suite 400
San Francisco, California 94104
Telephone (415) 956-8100
Facsimile (415) 288-9755
www.zulpc.com

March 2, 2015

Land Use and Economic Development Committee
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place
City Hall, Room 244
San Francisco, CA 94102

Re: File No. 150087 – Amended Interim Zoning Controls

Dear Members of the Land Use and Economic Development Committee:

This office represents 1049 Market Street, LLC and 1067 Market Street, LLC (“property owners”). File No. 150087 (the “Controls”) targets these clients and their properties, 1049 Market Street and 1067 Market Street, San Francisco, CA (the “properties”). The Controls are designed to deny the property owners any economically viable use of space that cannot legally be put to residential use – space which could otherwise be put to productive use as offices for businesses or nonprofit organizations displaced from elsewhere in SOMA.

The Controls are intended to target the property owners and their properties, but the Controls cannot rightly be applied to them. The Zoning Administrator’s February 2, 2015 Release of Suspension Request makes it clear that the properties’ commercial use has not been abandoned. Moreover, commercial use is ongoing at the properties, including but not limited to live/work use. Therefore, there is no “re-establishment of any commercial use that has been converted to residential use” that could be subject to the Controls. Moreover, the properties’ permits were finally issued well before the Controls were proposed. The property owners have relied on the permits and on the City’s representations, and they have a vested right to complete work under the permits. Importantly, 60-day Notices to Quit the premises based thereon were served. Retroactively invalidating an underlying permit at this point could expose the property owners to substantial liability for pursuing evictions based on permits that were invalidated after the fact.

We oppose the Controls and submit these comments in advance of the committee hearing thereon.

1. The Controls are substantially different from Resolution No. 428-13.
 - a. The Controls state: “This Resolution imposes a new 12-month period for these amended interim controls, which were enacted by Resolution No. 428-13 and expired on December 13, 2014.” This is false. For example, the following text has been substantially altered: “FURTHER RESOLVED, That during the pendency of these interim controls in the geographic area covered by these controls, any commercial use that has been converted in whole or in part to residential use without benefit of a permit shall be deemed abandoned. A permit to re-establish any commercial use shall

not be issued or reinstated, or, if already issued, shall not remain effective, unless the project sponsor obtains a Conditional Use authorization under Planning Code Section 303, in addition to all requirements of the Planning Code applicable to the establishment of any such use.”

- b. The differences between the Controls and Resolution No. 428-13 render the Controls a new set of interim zoning controls.
 - c. To the extent the Controls constitute a reenactment or extension of Resolution No. 428-13, no study was completed and no permanent controls were imposed pursuant to Resolution No. 428-13. This and other noncompliance with Government Code sec. 65858 demonstrates bad faith.
2. The Controls do not advance a legitimate state interest.
- a. The purpose of the Controls is to target and punish the property owners for their unpopular but lawful attempt to evict tenants for illegal and unsafe residential use of the properties.
 - b. The Controls acknowledge the need for an exemption for life-safety work, but the Controls only grant such an exemption from the 15-day notice requirement – and *not* the Conditional Use requirement, which is far more time-consuming, burdensome, dilatory, and political.
 - c. The Controls attempt to force the property owners to maintain a life-safety hazard despite the Department of Building Inspection’s issuance of Notices of Violation to cure that unlawful and hazardous condition.
3. The Controls’ applicability is unconstitutionally vague.
- a. It is unclear whether a finally issued permit would remain in effect during an application for Conditional Use authorization under the Controls’ provision that such a permit “shall not remain effective, unless the project sponsor obtains a Conditional Use authorization under Planning Code Section 303.”
4. The Controls and their environmental determination violate the California Environmental Quality Act (“CEQA”).
- a. The Controls conflict with the General Plan.
 - i. Pursuant to the General Plan, office use is principally permitted within the area covered by the Controls. *See* General Plan, Downtown Land Use and Density Plan, Map 1. The Controls seek to change a principally permitted use to a conditional use and to compel residential use there without consideration of the density of residential uses, floor-area ratio, or any other consideration of environmental impacts or planning.
 - b. The Controls are a Project under CEQA.
 - i. The Controls change zoning classifications and the permissible uses of land.
 - ii. The Controls seek to prioritize and/or mandate residential uses rather than commercial. Residential uses impose different and generally higher burdens on public services, which have not been evaluated. For example, a commercial building has little need for Fire, Police, and other safety services because it will generally be empty at night. A residential building has greater need for those services because it will be occupied at night by normal residential activities, such as cooking. Residential uses also have different impacts on

traffic, parking, and public transit. All of these likely environmental impacts must be evaluated pursuant to CEQA.

- c. The Controls, as amended on February 23, 2015, are altered so substantially from their original form – dramatically expanding their scope – that they constitute a new proposal. The environmental review process should be restarted and should not rely on the February 17, 2015 “no-project” determination.
5. The Controls conflict with the San Francisco Building Code (“SFBC”).
 - a. SFBC Section 109A requires the issuance of a Certificate of Final Completion and Occupancy (“CFCO”) prior to any residential use, but the Controls (under the auspices of the Planning Code) seek to compel residential use without the prior issuance of a CFCO.
 - b. The City’s processes and procedures for amending the SFBC have not been followed.
 6. The Controls are preempted by the California Building Code.
 - a. California Building Code Section 3408 explicitly authorizes the change of use from a more hazardous classification (e.g., residential) to a less hazardous classification (e.g., commercial).
 - b. California Historical Building Code Section 8-302 explicitly authorizes the return of a historical building to its historical use – in this case, office use.
 - c. The City has not followed the substantive or procedural requirements for deviation from the California Building Code.
 - d. The properties cannot economically be brought into compliance with the California Building Code for residential use. Compelling residential use despite the properties’ noncompliance with state law is impermissible under principles of state law preemption.
 7. The controls constitute unjust interference with the Department of Building Inspection’s and Planning Department’s Charter obligations to enforce the City Codes.
 8. If applied to the property owners’ properties, the Controls would violate their right to due process of law.
 - a. The Controls are an attempt to interfere with the Board of Appeals’ quasi-judicial proceedings in Appeal No. 15-022.
 - b. The Controls are irrational and are intended to target the property owners.
 9. If applied to the properties, the Controls would effect a regulatory taking of private property without compensation.
 - a. The property owners cannot charge rent for illegal residential use, and the Controls seek to prevent any other use.
 - b. The properties’ illegal residential use cannot be legalized. The cost of the work necessary to meet Building Code requirements for residential use would be greater than the value of the property and would destroy large portions of the property. That work would also necessitate temporary and permanent evictions, which the City seeks to prevent with the Controls.

10. Supervisor Jane Kim has demonstrated a bias against the property owners and should recuse herself from any participation in or involvement with the Controls.
 - a. This bias is demonstrated, *inter alia*, by Supervisor Kim's advocacy for the properties' residential occupants and pushing of the Department of Building Inspection to take actions adverse to the property owners, designed to freeze their use of the properties and deny them any economic value therefrom.

11. The Controls seek to unreasonably burden or prevent landowners from going out of the residential rental business, in violation of the state's Ellis Act.

We respectfully request that this committee reject the proposed Controls. If the Controls are enacted, we are prepared to file suit to enforce the property owners' rights.

Very truly yours,

ZACKS & FREEDMAN, P.C.

A handwritten signature in black ink, appearing to read 'Ryan J. Patterson', written over a horizontal line.

Ryan J. Patterson



SAN FRANCISCO PLANNING DEPARTMENT

Release of Suspension Request

February 2, 2015

Mr. Tom Hui, S.E., CBO
Director
Department of Building Inspection
1660 Mission Street
San Francisco, CA 94103

Building Application No.: 201307262890
Property Address: 1049-1051 Market Street
Block and Lot: 3703 / 067
Zoning District: C-3-G / 90-X
Staff Contact: Corey Teague, Assistant Zoning Administrator
(415) 575-9081 or corey.teague@sfgov.org

Dear Director Hui,

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That Request for Suspension was appealed to the Board of Appeals by John Gall on November 13, 2013. Planning Department staff met with John Gall and others representing the subject property in January 2014. The result of the meeting was a shared understanding that the property owner(s) would request a letter of determination from the Zoning Administrator regarding the possibility of converting some or all of the unpermitted habitable space referenced in DBI Notice of Violation No. 200711850 into dwelling units that are integrated with the working space of artists, artisans and other craftspersons, pursuant to Planning Code Section 204.4(b). Subsequent to that meeting, the appeal of the Request for Suspension was withdrawn on February 19, 2014.

Despite the outcome of the January 2014 meeting the Planning Department received no communication from the permit holder or property owner(s) until December 2014. At that time, counsel for the property owner(s) requested that the Department either seek reinstatement or revocation of the Permit. The Department understood it to be implicit in this request that the permit holder and property owner(s) no longer intended to move forward with a conversion of

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Tom Hui, Director of Building Inspection
Release of Suspension Request
1049-51 Market Street
February 2, 2015

the preexisting office space to dwelling units that are integrated with the working space of artists, artisans and other craftspersons, as had been previously discussed.

As such, it is my determination that the current legal use of the portion of the building subject to the Permit is the last legal use, which was office space here. Absent an abandonment of use recognized by the Planning Code, when a legal use of a property is changed without the benefit of a permit, the legal use remains the last legal use if that use is permitted as of right. While the principle of abandonment may apply in some circumstances to change this presumption, there is no provision for abandonment in the Code for a principally permitted use. The Planning Code provides for abandonment of nonconforming uses (Section 183) and conditional uses (Section 178). Here, the preexisting office space was legally established, and office is permitted as of right in the C-3-G Zoning District. Office is neither a nonconforming use nor a conditional use on the subject property. As such, the construction of walls and other facilities for the purpose of residential use in the subject building did not constitute abandonment under the Planning Code of the preexisting legal office space. Because the office space was not abandoned, the subject permit does not constitute a change of use or reestablishment of the office use, nor any associated Planning Code provisions that would apply to such activity.

As noted in the Request for Suspension, staff from both the Planning Department and DBI maintain that there are multiple ways in which residential uses at this Property and another property controlled by the owners of the subject property, 1067-1071 Market Street, may be maintained and improved in a manner consistent with the Planning and Building Codes. The Planning Department remains prepared to work with the property owners toward such a solution.

Therefore, the Planning Department is requesting that the Department of Building Inspection reinstate the Permit.

APPEAL: Any aggrieved person may appeal this letter to the Board of Appeals within fifteen (15) days after the date of the issuance of this letter. For further information, please contact the Board of Appeals in person at 1650 Mission Street, Room 304, or call 575-6880.

Sincerely,



Scott F. Sanchez
Zoning Administrator

CC: Mr. John Gall - 1005 Market St #310, San Francisco CA 94103 (property owner)
Mr. Terry Bogart - 16351 Skyline Blvd, Woodside CA 94062 (property owner)
Mr. Daniel Lowrey, DBI
Mr. Patrick O'Riordan, DBI
Mr. Ron Tom
Mr. Ed Sweeney
Mr. Joe Duffy, DBI
Mr. Bernie Curran, DBI

Tom Hui, Director of Building Inspection
Release of Suspension Request
1049-51 Market Street
February 2, 2015

Ms. Yin Pei, DBI
Mr. Ben Man, DBI
Mr. Daniel Sider, Planning Department
Mr. Mark Luellen, Planning Department
Mr. Dario Jones, Planning Department
Mr. Corey Teague, Planning Department
Ms. Susan Cleveland-Knowles, City Attorney's Office

Permits, Complaints and Boiler PTO Inquiry

COMPLAINT DATA SHEET

Complaint Number: 200711850
 Owner/Agent: OWNER DATA SUPPRESSED
 Owner's Phone: --
 Contact Name: --
 Contact Phone: --
 Complainant: COMPLAINANT DATA SUPPRESSED

Date Filed: 07/10/2007
 Location: 1049 MARKET ST
 Block: 3703
 Lot: 067
 Site:
 Rating:
 Occupancy Code:
 Received By: Rosario Ilustre
 Division: HIS

Complainant's Phone:
 Complaint Source: TELEPHONE
 Assigned to: BID
 Division:
 Description: RENTING OUT OFFICE SPACES AS RESIDENTIAL IN A COMMERCIAL BUILDING.

Instructions:

INSPECTOR INFORMATION

| DIVISION | INSPECTOR ID | DISTRICT | PRIORITY |
|----------|--------------|----------|----------|
| BID | GREENE | 11273 | UNRATED |

REFERRAL INFORMATION

| DATE | REFERRED BY | TO | COMMENT |
|------------|--------------|-----|---|
| 8/7/2007 | Albert Leong | BID | Investigation revealed all spaces are live/work units (approximately 60 plus). Permit research showed only 6 conversions were permitted. Consultation with Sr. Insp. Karcs, case to be referred to BID. |
| 10/23/2013 | Serena Fung | BID | Return to BID per BIC to district inspector |
| 3/6/2013 | Ying Pei | CES | Sent to Director's Hearing for abatement |

COMPLAINT STATUS AND COMMENTS

| DATE | TYPE | DIV | INSPECTOR | STATUS | COMMENT |
|----------|------------------------------|-----|-----------|-----------------------------|---|
| 07/10/07 | CASE OPENED | HIS | Mansur | CASE RECEIVED | |
| 07/11/07 | HIS INSPECT REQUEST | HIS | Leong | INSPECTION OF PREMISES MADE | Met with building manager, Richard Lane of San Francisco Office Lofts. Mr. Lane said that entire building is Live/Work occupancy group. Additional documentation and research required. |
| 07/17/07 | NONCONFORM USE VIOL | HIS | Leong | PERMIT RESEARCH | Request to records management for records of authorized use and possible change in use to live work occupancy. |
| 08/07/07 | NONCONFORM USE VIOL | HIS | Leong | CASE UPDATE | Investigation revealed all spaces are live/work units (approximately 60 plus). Permit research showed only 6 conversions were permitted. Consultation with Sr. Insp. Karcs, case to be referred to BID. |
| 08/08/07 | OTHER BLDG/HOUSING VIOLATION | BID | Duffy | CASE RECEIVED | |
| 10/25/07 | OTHER BLDG/HOUSING VIOLATION | BID | Duffy | FIRST NOV SENT | |
| 04/21/11 | OTHER BLDG/HOUSING VIOLATION | CES | Duffy | CASE CONTINUED | Permit filed |
| 02/16/13 | OTHER BLDG/HOUSING VIOLATION | BID | Duffy | SECOND NOV SENT | Issued by Robert Power |
| 03/05/13 | OTHER BLDG/HOUSING VIOLATION | BID | Duffy | CASE UPDATE | Copy of 2nd NOV mailed by Certified mail with return receipt |
| 03/06/13 | CASE OPENED | CES | Hinchion | CASE RECEIVED | |

Department of Building Inspection

| | | | | | |
|----------|------------------------------|-----|----------|--------------------------------|---|
| 03/06/13 | GENERAL MAINTENANCE | BID | Duffy | REFERRED TO OTHER DIV | transfer to div CES |
| 08/14/13 | OTHER BLDG/HOUSING VIOLATION | CES | Simas | DIRECTOR HEARING NOTICE POSTED | for 9/24--continued to 10/1/13--30 day advisement |
| 10/23/13 | OTHER BLDG/HOUSING VIOLATION | BID | Duffy | CASE RETURNED | |
| 10/23/13 | OTHER BLDG/HOUSING VIOLATION | CES | Hinchion | CASE RETURNED | to BID per request- |
| 10/23/13 | GENERAL MAINTENANCE | CES | Hinchion | REFERRED TO OTHER DIV | transfer to div BID |
| 08/25/14 | OTHER BLDG/HOUSING VIOLATION | INS | Greene | CASE CONTINUED | Case continued per DD |

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

10/25/07

02/16/13

Inspector Contact InformationOnline 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 ©2000-2009

Permits, Complaints and Boiler PTO Inquiry

COMPLAINT DATA SHEET

Complaint Number: 201313831

Owner/Agent: OWNER DATA SUPPRESSED

Owner's Phone: --

Contact Name: --

Contact Phone: --

Complainant: COMPLAINANT DATA SUPPRESSED

Date Filed: 07/24/2013

Location: 1067 MARKET ST

Block: 3703

Lot: 063

Site:

Rating:

Occupancy Code:

Received By: Gregory Slocum

Division: INS

Complainant's Phone:

Complaint Source: TELEPHONE

Source:

Assigned to Division: CES

Description: Commercial building being used as residential. No occupancy permits.

Instructions: This complaint was originally filed on 7/19/13 with HIS. It was closed by HIS and referred to BID on 7/23/13. BID received this referral on 7/24/13

INSPECTOR INFORMATION

| DIVISION | INSPECTOR ID | DISTRICT | PRIORITY |
|----------|--------------|----------|----------|
| CES | HINCHION | 1125 | |

REFERRAL INFORMATION

| DATE | REFERRED BY | TO | COMMENT |
|-----------|-------------|-----|--|
| 10/2/2013 | Ying Pei | CES | Sent to Director's Hearing for abatement |

COMPLAINT STATUS AND COMMENTS

| DATE | TYPE | DIV | INSPECTOR | STATUS | COMMENT |
|----------|------------------------------|-----|-----------|--------------------------------|---|
| 07/24/13 | CASE OPENED | BID | Duffy | CASE RECEIVED | |
| 07/26/13 | OTHER BLDG/HOUSING VIOLATION | CES | Duffy | CASE CONTINUED | Permit research. |
| 08/01/13 | OTHER BLDG/HOUSING VIOLATION | CES | Duffy | CASE CONTINUED | Multi unit building. Left message with complainant. |
| 08/23/13 | OTHER BLDG/HOUSING VIOLATION | INS | Duffy | CASE UPDATE | First NOV processed by GPS |
| 08/23/13 | OTHER BLDG/HOUSING VIOLATION | INS | Duffy | FIRST NOV SENT | First NOV issued by DD |
| 09/30/13 | OTHER BLDG/HOUSING VIOLATION | INS | Duffy | SECOND NOV SENT | 2nd NOV issued by Inspector D. Duffy. |
| 09/30/13 | OTHER BLDG/HOUSING VIOLATION | INS | Duffy | REFER TO DIRECTOR'S HEARING | Referred to CES by Inspector --mst |
| 10/01/13 | OTHER BLDG/HOUSING VIOLATION | INS | Duffy | CASE UPDATE | Mailed copy of 2nd NOV -- mst |
| 10/02/13 | GENERAL MAINTENANCE | BID | Duffy | REFERRED TO OTHER DIV | transfer to div CES |
| 10/03/13 | CASE OPENED | CES | Hinchion | CASE RECEIVED | |
| 10/28/13 | ILLEG CNVRSN/# UNITS | CES | Theriault | CASE UPDATE | 1 month monitoring fee due to date. |
| 01/13/14 | ILLEG CNVRSN/# UNITS | CES | Theriault | REFER TO DIRECTOR'S HEARING | No permits to comply. Permit needs to state change of use from offices to residential, or to remove illegal conversion and construction with out permits. |
| 02/06/14 | ILLEG CNVRSN/# UNITS | CES | Mather | DIRECTOR HEARING NOTICE POSTED | posted |
| 03/04/14 | ILLEG CNVRSN/# UNITS | CES | Mather | CASE CONTINUED | to 4/8/14 |
| 04/08/14 | ILLEG CNVRSN/# UNITS | CES | Mather | ADVISEMENT | 30 days to 5/8/14 |
| | | | | DIRECTOR HEARING | |

Department of Building Inspection

| | | | | | |
|----------|----------------------|-----|--------|---------------------------|---|
| 05/01/14 | ILLEG CNVRSN/# UNITS | CES | Mather | LEAKING NOTICE POSTED | |
| 05/16/14 | ILLEG CNVRSN/# UNITS | CES | Mather | ORDER OF ABATEMENT ISSUED | |
| 05/27/14 | ILLEG CNVRSN/# UNITS | CES | Mather | ORDER OF ABATEMENT ISSUED | |
| 05/30/14 | ILLEG CNVRSN/# UNITS | CES | Mather | ASSESSMENTS DUE | from 10/28/13 to 5/28/14 seven months @ \$52. |
| 06/03/14 | ILLEG CNVRSN/# UNITS | CES | Mather | ORDER OF ABATEMENT POSTED | |

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

08/23/13

09/30/13

| |
|-------------------------------|
| Inspector Contact Information |
|-------------------------------|

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

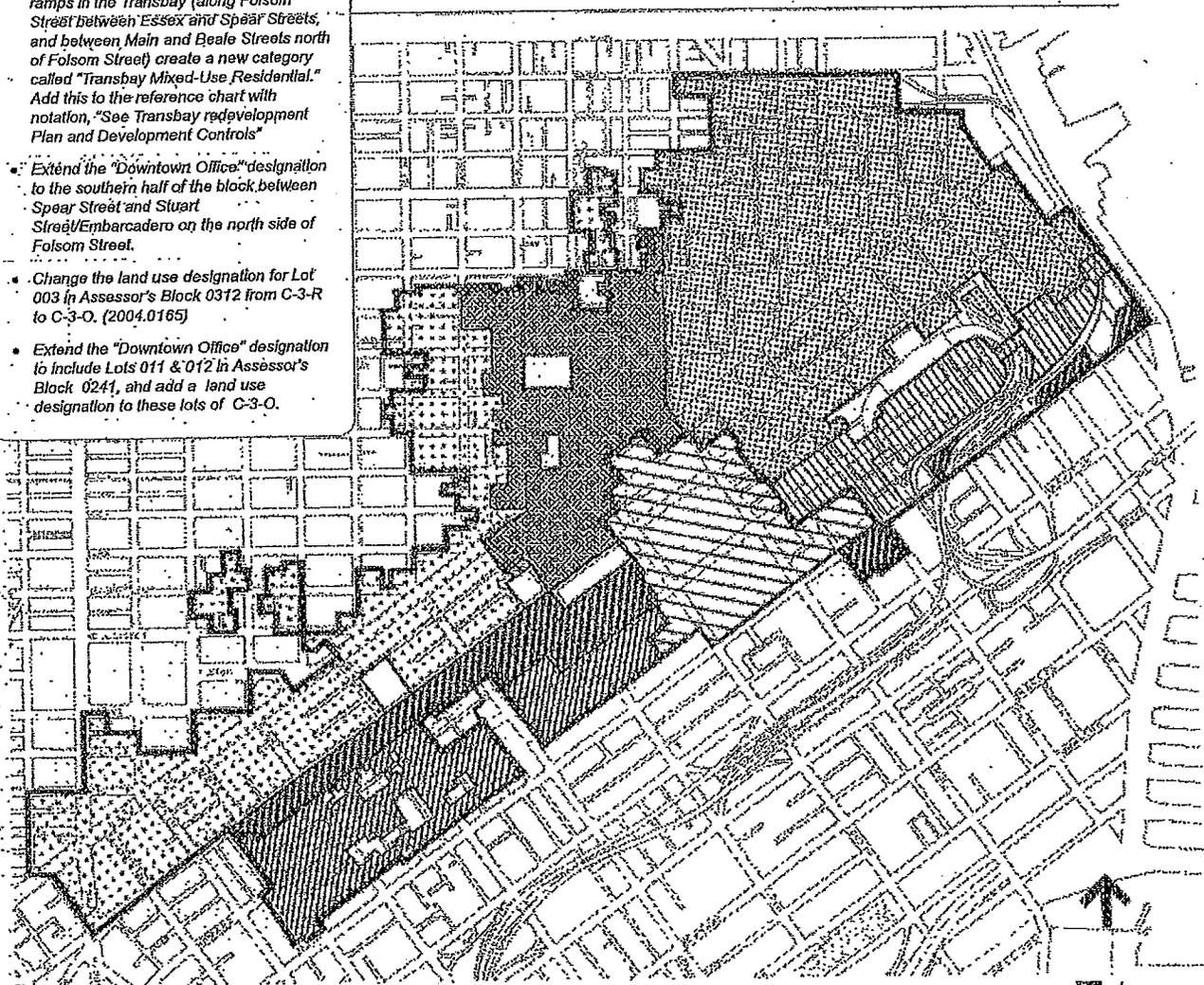
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MAP TO BE EDITED

- For public parcels on former freeway ramps in the Transbay (along Folsom Street between Essex and Spear Streets, and between Main and Beale Streets north of Folsom Street) create a new category called "Transbay Mixed-Use Residential." Add this to the reference chart with notation, "See Transbay redevelopment Plan and Development Controls"
- Extend the "Downtown Office" designation to the southern half of the block between Spear Street and Stuart Street/Embarcadero on the north side of Folsom Street.
- Change the land use designation for Lot 003 in Assessor's Block 0312 from C-3-R to C-3-O. (2004.0165)
- Extend the "Downtown Office" designation to include Lots 011 & 012 in Assessor's Block 0241, and add a land use designation to these lots of C-3-O.



DOWNTOWN LAND USE AND DENSITY PLAN

0 400FT
Map 1

| Predominant Commercial Use Type | Building Commercial Intensity Density* Height | Appropriate Zoning District |
|---------------------------------|---|-----------------------------|
| Downtown Office | FAR 9:1 | C-3-O |
| Downtown Office | 6:1 | C-3-O (SD) |
| Downtown Retail | 6:1 | C-3-R |
| Downtown General Commercial | 6:1 | C-3-G |
| Downtown Service | 5:1 | C-3-S |
| Downtown Service, Industrial | 2:1 office, 5:1 other | C-3-S (SI) |
| Housing Conservation | | |
| Mixed Use | See Yerba Buena Center Redevelopment Plan | |

*Unused FAR may be transferred from preservation sites to development sites up to a maximum FAR of 13:1 in the C-3-O and C-3-O (SD) districts and up to one and one half times the basic FAR in the C-3-R, C-3-G and C-3-S districts. See Preservation of the Past Chapter.

NOTE: The notations shown in italics represent recent amendments to the General Plan. This map is intended only as a temporary placeholder, and will be replaced by final maps illustrating these amendments in graphic form.

EXISTING STRUCTURES

SECTION 3408 CHANGE OF OCCUPANCY

3408.1 Conformance. No change shall be made in the use or occupancy of any building that would place the building in a different division of the same group of occupancies or in a different group of occupancies, unless such building is made to comply with the requirements of this code for such division or group of occupancies. Subject to the approval of the building official, the use or occupancy of existing buildings shall be permitted to be changed and the building is allowed to be occupied for purposes in other groups without conforming to all the requirements of this code for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.

3408.2 Certificate of occupancy. A certificate of occupancy shall be issued where it has been determined that the requirements for the new occupancy classification have been met.

3408.3 Stairways. Existing stairways in an existing structure shall not be required to comply with the requirements of a new stairway as outlined in Section 1009 where the existing space and construction will not allow a reduction in pitch or slope.

3408.4 Seismic. When a change of occupancy results in a structure being reclassified to a higher risk category, the structure shall conform to the seismic requirements for a new structure of the higher risk category.

Exceptions:

1. Specific seismic detailing requirements of Section 1613 for a new structure shall not be required to be met where the seismic performance is shown to be equivalent to that of a new structure. A demonstration of equivalence shall consider the regularity, overstrength, redundancy and ductility of the structure.
2. When a change of use results in a structure being reclassified from Risk Category I or II to Risk Category III and the structure is located where the seismic coefficient, S_{DS} , is less than 0.33, compliance with the seismic requirements of Section 1613 are not required.

SECTION 3409 HISTORIC BUILDINGS

[DSA-AC] For applications listed in Section 1.9.1 regulated by the Division of the State Architect-Access Compliance for Qualified Historical Buildings, see California Code of Regulations, Title 24, Part 8 (California Historical Building Code).

3409.1 Historic buildings. The provisions of this code relating to the construction, repair, alteration, addition, restoration and movement of structures, and change of occupancy shall not be mandatory for historic buildings where such buildings are judged by the building official to not constitute a distinct life safety hazard.

3409.2 Flood hazard areas. Within flood hazard areas established in accordance with Section 1612.3, where the work pro-

posed constitutes substantial improvement as defined in Section 1612.2, the building shall be brought into compliance with Section 1612.

Exception: Historic buildings that are:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places;
2. Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district; or
3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

SECTION 3410 MOVED STRUCTURES

3410.1 Conformance. Structures moved into or within the jurisdiction shall comply with the provisions of this code for new structures.

Exception: [HCD 1 & HCD 2] After July 1, 1978, local ordinances or regulations for moved apartment houses and dwellings shall permit the retention of existing materials and methods of construction, provided the apartment house or dwelling complies with the building standards for foundations applicable to new construction and does not become or continue to be a substandard building. For additional information, see Health and Safety Code Section 17958.9.

SECTION 3411 ACCESSIBILITY FOR EXISTING BUILDINGS

3411.1 Scope. The provisions of Sections 3411.1 through 3411.9 apply to maintenance, change of occupancy, additions and alterations to existing buildings, including those identified as historic buildings.

3411.2 Maintenance of facilities. A facility that is constructed or altered to be accessible shall be maintained accessible during occupancy.

3411.3 Extent of application. An alteration of an existing facility shall not impose a requirement for greater accessibility than that which would be required for new construction. Alterations shall not reduce or have the effect of reducing accessibility of a facility or portion of a facility.

3411.4 Change of occupancy. Existing buildings that undergo a change of group or occupancy shall comply with this section.

Exception: Type B dwelling units or sleeping units required by Section 1107 of this code are not required to be provided in existing buildings and facilities undergoing a change of occupancy in conjunction with alterations where the work

CHAPTER 8-3 USE AND OCCUPANCY

SECTION 8-301 PURPOSE AND SCOPE

8-301.1 Purpose. The purpose of the CHBC is to provide regulations for the determination of occupancy classifications and conditions of use for qualified historical buildings or properties.

8-301.2 Scope. Every qualified historical building or property for which a permit or approval has been requested shall be classified prior to permit issuance according to its use or the character of its occupancy in accordance with the regular code and applicable provisions of this chapter.

SECTION 8-302 GENERAL

8-302.1 Existing use. The use or character of occupancy of a qualified historical building or property, or portion thereof, shall be permitted to continue in use regardless of any period of time in which it may have remained unoccupied or in other uses, provided such building or property otherwise conforms to all applicable requirements of the CHBC.

8-302.2 Change in occupancy. The use or character of the occupancy of a qualified historical building or property may be changed from or returned to its historical use or character, provided the qualified historical building or property conforms to the requirements applicable to the new use or character of occupancy as set forth in the CHBC. Such change in occupancy shall not mandate conformance with new construction requirements as set forth in regular code.

8-302.3 Occupancy separations. Required occupancy separations of more than one hour may be reduced to one-hour fire-resistive construction with all openings protected by not less than three-fourths-hour fire-resistive assemblies of the self-closing or automatic-closing type when the building is provided with an automatic sprinkler system throughout the entire building in accordance with Section 8-410.4. Doors equipped with automatic-closing devices shall be of a type which will function upon activation of a device which responds to products of combustion other than heat.

Required occupancy separations of one hour may be omitted when the building is provided with an automatic sprinkler system throughout.

8-302.4 Maximum floor area. Regardless of the use or character of occupancy, the area of a one-story qualified historical building or property may have, but shall not exceed, a floor area of 15,000 square feet (1393.5 m²) unless such an increase is otherwise permitted in regular code. Multistory qualified historical buildings (including basements and cellars) shall be in accordance with regular code requirements.

Exception: Historical buildings may be unlimited in floor area without fire-resistive area separation walls:

1. When provided with an automatic sprinkler, or
2. Residential occupancies of two stories or less when provided with a complete fire alarm and annunciation system and where the existing system conforms to regular code.

8-302.5 Maximum height. The maximum height and number of stories of a qualified historical building or property shall not be limited because of construction type, provided such height or number of stories does not exceed that of its historical design.

8-302.5.1 High-rise buildings. Occupancies B, F-1, P-2 or S in high-rise buildings with floors located more than 75 feet above the lowest floor level having building access may be permitted with only the stories over 75 feet provided with an automatic fire sprinkler system if:

1. The building construction type and the exits conform to regular code, and
2. A complete building fire alarm and annunciation system is installed, and
3. A fire barrier is provided between the sprinklered and nonsprinklered floors.

8-302.6 Fire-resistive construction. See Chapter 8-4.

8-302.7 Light and ventilation. Existing provisions for light and ventilation which do not, in the opinion of the enforcing agency, constitute a safety hazard may remain. See Section 8-303.6 for residential requirements. See Section 8-503 for Escape or Rescue Windows and Doors.

SECTION 8-303 RESIDENTIAL OCCUPANCIES

8-303.1 Purpose. The purpose of this section is to provide regulations for those buildings designated as qualified historical buildings or properties and classified as occupancies. The CHBC requires enforcing agencies to accept any reasonably equivalent to the regular code when dealing with qualified historical buildings and properties.

8-303.2 Intent. The intent of the CHBC is to preserve the integrity of qualified historical buildings and properties while maintaining a reasonable degree of protection of life, health and safety for the occupants.

8-303.3 Application and scope. The provisions of this section shall apply to all qualified historical buildings used for human habitation. Those dwelling units intended only for display, or public use with no residential use involved, need not comply with the requirements of this section.

[Print](#)

San Francisco Building Inspection Commission (BIC) Codes

SECTION 109A – CERTIFICATE OF OCCUPANCY; AMENDED CERTIFICATE OF OCCUPANCY FOR EXISTING BUILDING

109A.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of final completion and occupancy or an amended certificate of final completion and occupancy therefor as provided herein, or otherwise has been approved for use by the Department of Building Inspection.

Issuance of a certificate of final completion and occupancy or an amended certificate of final completion and occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. It shall be the duty of the Police Department, when called upon by the Building Official, to enforce this provision.

109A.2 Change in Occupancy or Use. Changes in the character or use of a building shall not be made except as specified in Section 3408 of this code. A certificate of final completion and occupancy shall be required for changes in use or occupancy as set forth in Section 3408, except for Group R-1 and R-2 Occupancies; Group R-1 and R-2 occupancies shall be subject to the requirements of Sections 109A.7 and 109A.8.

109A.3 Certificate Issued. The Building Official shall issue certificates of final completion And Occupancy for buildings or structures erected or enlarged; for each change in occupancy classification in any building, structure or portion thereof; and for buildings or structures seismically upgraded in accordance with the provisions of this code. An Amended certificate of final completion and occupancy shall be issued for an existing building where there is an increase in the number of legal dwelling units resulting in a change of occupancy. The amended certificate of occupancy shall indicate the date the first certificate of occupancy and any subsequent certificates of occupancy for the building or structure were issued. If there is no original certificate of occupancy, the amended certificate of occupancy shall refer to the date of initial construction on file in the records of the Department. The provisions of this section shall not be available for use in RH-1 or RH-1(D) zoning districts, nor shall it apply to any residential dwelling that is inconsistent with existing law.

EXCEPTION: For Group R-1 and R-2 Occupancies, see Sections 109A.7 and 109A.8.

109A.4 Temporary Certificate. Temporary certificates of occupancy may be issued if the Building Official finds that no substantial hazard will result from occupancy of any building, or portion thereof, before the same is completed and satisfactory evidence is submitted that the work could not have been completed prior to occupancy. The request for such temporary certificate shall be in writing, and no occupancy of the building shall be made until such certificate is issued. Such temporary certificate shall be valid for a period not to exceed 12 months, unless an extension of time is approved by the Building Official. See Section 110A, Table 1A-G – Inspections, Surveys and Reports – for applicable fee.

109A.5 Posting. No requirements.

109A.6 Revocation. The building official may, in writing, suspend or revoke a certificate of occupancy or an amended certificate of occupancy issued under the provisions of this code whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

109A.7 Certificate or Amended Certificate of Final Completion and Occupancy, Group R-1 and R-2 Occupancy. Before the Department may issue a certificate of final completion and occupancy for a newly-erected building or structure, an amended certificate of final completion and occupancy for an existing building pursuant to Section 109A.3, or Apartment House/Hotel License, a written report of compliance with applicable codes, standards and regulations and any conditions of approval to the building, structure or property shall be obtained from those agencies having jurisdiction. An amended certificate of final completion and occupancy issued for changes to an existing building shall indicate the date the first certificate of occupancy and any subsequent certificates of occupancy for the building or structure were issued. If there is no original certificate of occupancy, the amended certificate of occupancy shall refer to the date of initial construction on file in the records of the Department.

Where any permit for the building, structure or property was appealed to the Board of Appeals and the Board imposed conditions on appeal, the Department may not issue a certificate of final completion and occupancy, an amended certificate of final completion and occupancy, or apartment house/hotel license until it determines that the conditions have been met. A copy of the certificate of final completion and occupancy or amended certificate of final completion and occupancy shall be forwarded to the Board of Appeals.

109A.8 Group R-1 and R-2 Occupancy, Apartment House/Hotel License. A license shall be required for every Group R-1 and R-2 occupancy structure. The license shall be obtained by paying the necessary fees as set forth in Section 110A, Table 1A-P – apartment house and hotel license fees.

The apartment house/hotel license is not transferable, and a new license must be applied for by the new owner within 30 days of change of ownership.

The apartment house/hotel license shall not be construed as authority to violate, cancel, alter or set aside any of the provisions or requirements of any laws or ordinances of the City and County of San Francisco, nor shall such issuance thereafter prevent requiring corrections of errors or of violations of any applicable law or ordinance of the City and County of San Francisco.

1 [Interim Zoning - Building Permits for Commercial Buildings Uses in an Area Bounded by
2 Market, Second, Brannan, Division, and South Van Ness Streets]

3
4 **Resolution imposing interim zoning controls to require that for a 12-month period, in**
5 **the area bounded by Market Street from Van Ness Street east to 5th Street on the north**
6 **side and east to 2nd Street on the south side, 2nd Street south to Brannan Street,**
7 **Brannan Street west to Division Street, and South Van Ness Street north to Market**
8 **Street: certain building permits for any commercial buildings with some commercial**
9 **use shall require the posting of a notice and a 15-day delay in starting the work, and**
10 **the re-establishment of a commercial use that has been converted to residential use**
11 **shall require Planning Commission approval through either an authorization under**
12 **Planning Code, Section 320 et seq., or a conditional use authorization; and making**
13 **environmental findings, and a determination of consistency with the eight priority**
14 **policies of Planning Code, Section 101.1.**

15
16 WHEREAS, Planning Code Section 306.7 provides for the imposition of interim zoning
17 controls to accomplish several objectives, including preservation of areas of mixed residential
18 and commercial uses and preservation of the City's rental housing stock; and,

19 WHEREAS, Planning Code Section 320 provides that the creation of 25,000 square
20 feet or more of additional office space shall be subject to the office cap and other
21 requirements of Section 320 et seq. ("Proposition M"); and,

22 WHEREAS, Proposition M defines "preexisting office space" as "office space used
23 primarily and continuously for office use and not accessory to any use other than office use for
24
25

1 five years prior to Planning Commission approval of an office development project which
2 office use was fully legal under the terms of San Francisco law"; and,

3 WHEREAS, There is evidence that preexisting office space has been abandoned and
4 converted to residential use in multiple buildings in the area of San Francisco bounded by
5 Market Street from Van Ness Street east to 5th Street on the north side and to 2nd Street on
6 the south side, 2nd Street south to Brannan Street, Brannan Street west to Division Street,
7 and South Van Ness north to Market; and

8 WHEREAS, Under the Planning Code, reestablishment of an office use that has been
9 abandoned for five years is considered a new office use subject to Planning Commission
10 Proposition M authorization, payment of associated development impact fees, and other
11 applicable requirements of the Planning Code; and,

12 WHEREAS, This Board wants to control the removal of existing residential uses in
13 commercial spaces and re-establishment of office uses until such time as the Planning
14 Department can propose permanent legislation; and,

15 WHEREAS, This Board has considered the impact on the public health, safety, peace,
16 and general welfare if the proposed interim controls are not imposed; and,

17 WHEREAS, This Board has determined that the public interest will best be served by
18 imposition of these interim controls at this time in order to ensure that the legislative scheme
19 which may ultimately be adopted is not undermined during the planning and legislative
20 process for permanent controls; and,

21 WHEREAS, The Planning Department has determined that the actions contemplated in
22 this Resolution are in compliance with the California Environmental Quality Act (California
23 Public Resources Code sections 21000 et seq.). Said determination is on file with the Clerk of
24 the Board of Supervisors in File No. 131068 and is incorporated herein by reference; now,
25 therefore, be it

1 RESOLVED, That pursuant to Planning Code Section 306.7, the Board of Supervisors
2 by this Resolution hereby requires that during the pendency of these interim controls certain
3 building permits for ~~commercial~~ any buildings with some commercial use in the area of San
4 Francisco bounded by Market Street from Van Ness Street east to 5th Street on the north side
5 and to 2nd Street on the south side, 2nd Street south to Brannan Street, Brannan Street west
6 to Division Street, and South Van Ness Street north to Market Street shall require a notice to
7 be posted the day of permit issuance in a conspicuous location on the ground floor of the
8 building for the work specified below; and, be it

9 FURTHER RESOLVED, That if a posted notice is required it shall meet the
10 requirements of the Planning and Building Departments and at a minimum shall state in plain
11 language and in multiple languages the following information: "The building permit described
12 below has been issued by the City and County of San Francisco. It is the City's understanding
13 that no one lives in this building. If you or someone you know lives in this building and may be
14 displaced by this work, please call the following number prior to the expected construction
15 start date on _____," and, be it

16 FURTHER RESOLVED, That if a posted notice is required, work under the issued
17 permit may not start until the expiration of 15 days from permit issuance and posting of the
18 notice; and, be it

19 FURTHER RESOLVED, That the building permits that are subject to the posted notice
20 and 15-day hold requirements are for: Structural or architectural work above the ground floor
21 in the interior of a any commercial building with some commercial use that obtained its first
22 certificate of occupancy was built prior to 1979, is valued at \$15,000 or more, and requires the
23 submittal of floor plans; and, be it

1 FURTHER RESOLVED, That the following building permits are exempt from the
2 posted notice and 15-day hold requirements: Permits to address a life/safety issue, and
3 permits for weather protection, accessibility upgrades, and dry rot repair; and, be it

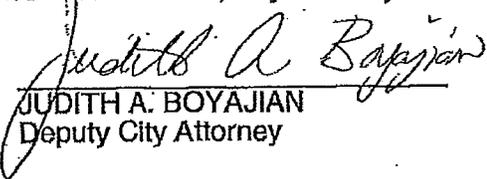
4 FURTHER RESOLVED, That during the pendency of these interim controls, the re-
5 establishment of any commercial use that has been converted to residential use shall require
6 Planning Commission approval through either a Proposition M authorization a conditional use
7 and, if triggered by Planning Code Section 322, a Proposition M authorization or a conditional
8 use; and, be it

9 FURTHER RESOLVED, That these interim controls shall remain in effect for twelve
10 (12) months unless further extended or until the adoption of permanent legislation, whichever
11 shall first occur; and, be it

12 FURTHER RESOLVED, That these interim controls are not in conflict with and hence
13 are consistent with the Priority Policies of Planning Code Section 101.1.

14 APPROVED AS TO FORM:
15 DENNIS J. HERRERA, City Attorney

16 By:


17 JUDITH A. BOYAJIAN
18 Deputy City Attorney

19 n:\egana\as2013\1400202\00888536.doc



City and County of San Francisco

**Tails
Resolution**

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 131068

Date Passed: December 10, 2013

Resolution imposing interim zoning controls to require that, for a 12-month period, in the area bounded by Market Street from Van Ness Street east to 5th Street on the north side and east to 2nd Street on the south side, 2nd Street south to Brannan Street, Brannan Street west to Division Street, and South Van Ness Street north to Market Street: certain building permits for any buildings with some commercial use shall require the posting of a notice and a 15-day delay in starting the work, and the re-establishment of a commercial use that has been converted to residential use shall require Planning Commission approval through either an authorization under Planning Code, Section 320 et seq., or a conditional use authorization; and making environmental findings, and a determination of consistency with the eight priority policies of Planning Code, Section 101.1.

November 25, 2013 Land Use and Economic Development Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

November 25, 2013 Land Use and Economic Development Committee - RECOMMENDED AS AMENDED

December 10, 2013 Board of Supervisors - AMENDED

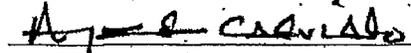
Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

December 10, 2013 Board of Supervisors - ADOPTED AS AMENDED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 131068

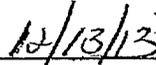
I hereby certify that the foregoing
Resolution was ADOPTED AS AMENDED on
12/10/2013 by the Board of Supervisors of
the City and County of San Francisco.



Angela Calvillo
Clerk of the Board



Mayor



Date Approved

SIXTY DAY NOTICE OF TERMINATION OF TENANCY

Jonathan Stoker

All Occupants In Possession

1049 Market Street, Unit 210

San Francisco, California

RECEIVED
JAN 11 2011
10:30 AM
SAN FRANCISCO
CALIFORNIA

THIS NOTICE IS GIVEN with respect to those certain premises ("Premises") located at 1049 Market Street, Unit 210, San Francisco, California.

NOTICE IS HEREBY GIVEN that, pursuant to Rent Ordinance Section 37.9(a)(10), Landlord seeks to recover possession in good faith in order to demolish or to otherwise permanently remove the Premises from housing use and has obtained all the necessary permits on or before the date upon which this notice to vacate is given, and does so without ulterior reasons and with honest intent.

YOU ARE HEREBY NOTIFIED that, effective sixty (60) days after service on you of this Notice of Termination of Tenancy, the tenancy by which you hold possession of the Premises will be terminated. At that time, you will be required to vacate and surrender possession of the Premises.

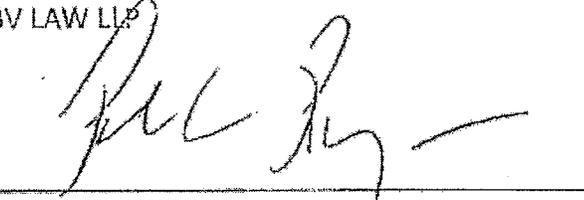
YOU ARE FURTHER NOTIFIED that Landlord shall pay relocation expenses as provided in Rent Ordinance Section 37.9C. Rent Ordinance Section 37.9C provides for additional relocation expenses to Eligible Tenants who are senior or disabled and for households with children. Each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18

years, shall be entitled to receive an additional payment of \$3,472.00, \$1,713.50 of which shall be paid within fifteen (15) calendar days of Landlord's receipt of written notice from the Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and \$1,713.50 of which shall be paid when the Eligible Tenant vacates the Premises. A copy of Rent Ordinance Section 37.9C and the relocation payment benefits schedule under Rent Ordinance Section 37.9C are provided herewith.

A check in the amount of \$2,603.50 representing one-half (1/2) of the relocation expenses due is enclosed herewith. Landlord will pay the second half of the relocation expenses due when the Premises is vacated.

Dated: October 28, 2013.

MBV LAW LLP

By 

L. Peter Ryan

Telephone: (415) 781-4400

MBV Law LLP

855 Front Street

San Francisco, California 94111

Attorneys for 1049 Market Street, LLC

Advice regarding this notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board at 25 Van Ness Avenue, San Francisco, CA 94102-6033 (415) 252-4602.

Please be advised that if this notice is posted in a conspicuous place on the Premises, the check for relocation benefits was sent by U.S. mail to the address of the Premises on the same day as the posting of the notice.

1 **Sec. 37.9C Tenants Rights To Relocation For No-Fault Evictions.**

2 [Added by Proposition H, effective December 22, 2006; annotated section
3 37.9C(a)(1) to reference California Civil Code Section 1947.9, which went into
4 effect on January 1, 2013]

5 (a) Definitions.

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

11 (2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall
12 mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for
13 12 or more months.

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

17 (c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord
18 shall notify all occupant(s) in the unit in writing of the right to receive payment under this section
19 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such
20 notification shall include a statement describing the additional relocation expenses available for
21 Eligible Tenants who are senior or disabled and for households with children. The landlord shall
22 file a copy of this notification with the Rent Board within 10 days after service of the notice,
23 together with a copy of the notice to vacate and proof of service upon the tenant.

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

1 (e) Relocation expenses shall be:

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

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

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

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

City and County of San Francisco

Residential Rent Stabilization and Arbitration Board



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

| Date of Service of Notice of Termination of Tenancy ("Eviction Notice") | Relocation Amount Due Per Tenant | Maximum Relocation Amount Due Per Unit | PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Child(ren) |
|---|----------------------------------|--|---|
| 3/01/12 – 2/28/13 | \$5,153.00 | \$15,460.00 | \$3,436.00 |
| 3/01/13 – 2/28/14 | \$5,207.00 | \$15,621.00 | \$3,472.00 |

**See Ordinance Section 37.9C for additional relocation requirements for evictions under 37.9(a)(6) (owner/relative move-in), 37.9(a)(10) (demolition/permanent removal of housing use), 37.9(a)(11) (temporary eviction for capital improvement work) and 37.9(a)(12) (substantial rehabilitation). (However, effective 1/1/13, the amount of relocation payments for temporary capital improvement evictions under 37.9(a)(11) for less than 30 days is governed by California Civil Code Section 1947.9 and not by San Francisco Section 37.9C.)*

Pagos de traslado por desalojo debidos a mudanza del propietario/arienta O por demolición/eliminación definitiva del uso de la unidad como vivienda O trabajos temporales de mejora de capital O rehabilitación substancial*

| Fecha del servicio de entrega del aviso de desalojo | Monto de traslado correspondiente por inquilino | Monto de traslado máximo correspondiente por unidad | ADICIONAL Monto adicional correspondiente por cada persona mayor de edad (50 años o más) o inquilino discapacitado o familia con niños menores |
|---|---|---|--|
| 3/01/12 – 2/28/13 | \$5,153.00 | \$15,460.00 | \$3,436.00 |
| 3/01/13 – 2/28/14 | \$5,207.00 | \$15,621.00 | \$3,472.00 |

**Véase la Sección 37.9C de la Ordenanza para requisitos adicionales de traslado por desalojo según 37.9(a) (6) (mudanza del propietario/arienta), 37.9(a)(10) (demolición/eliminación definitiva del uso de la unidad como vivienda), 37.9(a)(11) (trabajos temporales de mejora de capital) y 37.9(a)(12) (rehabilitación substancial). (Sin embargo, efectivo 1/1/13, el monto del pago de traslado para los desalojos temporales de mejora de capital bajo la Sección 37.9(a)(11) por menos de 30 días está gobernado por la Sección del Código Civil de California 1947.9 y no por la Sección 37.9C de la Ordenanza.)*

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

| 送達追遷通知的日期 | 每位房客應得的搬遷費金額 | 每個單位應得的最高搬遷費金額 | 外加：每位老年（60歲或以上）或殘障房客或每戶有未成年兒童的家庭應得的額外金額 |
|-------------------|--------------|----------------|---|
| 3/01/12 – 2/28/13 | \$5,153.00 | \$15,460.00 | \$3,436.00 |
| 3/01/13 – 2/28/14 | \$5,207.00 | \$15,621.00 | \$3,472.00 |

**如業主（親屬除外）第 37.9C 節中有關條照第 37.9(a)(6) 節（業主/親屬入住）、第 37.9(a)(10) 節（拆除/出租單位永遠不再使用或臨時資本設備改善工程）、第 37.9(a)(11) 節（臨時資本設備改善工程）及第 37.9(a)(12) 節（大規模裝修）追遷的額外搬遷費要求。（然而從 2013年1月1日起生效，如果追遷通知的日期早於30天受追遷的37.9(a)(11) 條的時期，此類搬遷費用金額由加州民事法典第1947.9條搬遷費的不足租額決定。）*

San Francisco Relocation Payments 37.20 11/1/12

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

www.sfrb.org

Phone 415.252.4602
FAX 415.252.4699

SIXTY DAY NOTICE OF TERMINATION OF TENANCY

Patrick Cook

All Occupants In Possession

1049 Market Street, Unit 413

San Francisco, California

THIS NOTICE IS GIVEN with respect to those certain premises ("Premises") located at 1049 Market Street, Unit 413, San Francisco, California.

NOTICE IS HEREBY GIVEN that, pursuant to Rent Ordinance Section 37.9(a)(10), Landlord seeks to recover possession in good faith in order to demolish or to otherwise permanently remove the Premises from housing use and has obtained all the necessary permits on or before the date upon which this notice to vacate is given, and does so without ulterior reasons and with honest intent.

YOU ARE HEREBY NOTIFIED that, effective sixty (60) days after service on you of this Notice of Termination of Tenancy, the tenancy by which you hold possession of the Premises will be terminated. At that time, you will be required to vacate and surrender possession of the Premises.

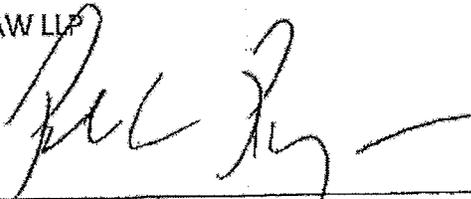
YOU ARE FURTHER NOTIFIED that Landlord shall pay relocation expenses as provided in Rent Ordinance Section 37.9C. Rent Ordinance Section 37.9C provides for additional relocation expenses to Eligible Tenants who are senior or disabled and for households with children. Each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18

years, shall be entitled to receive an additional payment of \$3,472.00, \$1,713.50 of which shall be paid within fifteen (15) calendar days of Landlord's receipt of written notice from the Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and \$1,713.50 of which shall be paid when the Eligible Tenant vacates the Premises. A copy of Rent Ordinance Section 37.9C and the relocation payment benefits schedule under Rent Ordinance Section 37.9C are provided herewith.

A check in the amount of \$2,603.50 representing one-half (1/2) of the relocation expenses due is enclosed herewith. Landlord will pay the second half of the relocation expenses due when the Premises is vacated.

Dated: September 27, 2013.

MBV LAW LLP

By  _____

L. Peter Ryan

Telephone: (415) 781-4400

MBV Law LLP

855 Front Street

San Francisco, California 94111

Attorneys for 1049 Market Street, LLC

Advice regarding this notice is available from the San Francisco Residential Rent Stabilization and Arbitration Board at 25 Van Ness Avenue, San Francisco, CA 94102-6033 (415) 252-4602.

Please be advised that if this notice is posted in a conspicuous place on the Premises, the check for relocation benefits was sent by U.S. mail to the address of the Premises on the same day as the posting of the notice.

1 **Sec. 37.9C Tenants Rights To Relocation For No-Fault Evictions.**

2 [Added by Proposition H, effective December 22, 2006; annotated section
3 37.9C(a)(1) to reference California Civil Code Section 1947.9, which went into
4 effect on January 1, 2013]

5 (a) Definitions.

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

11 (2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall
12 mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for
13 12 or more months.

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

17 (c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord
18 shall notify all occupant(s) in the unit in writing of the right to receive payment under this section
19 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such
20 notification shall include a statement describing the additional relocation expenses available for
21 Eligible Tenants who are senior or disabled and for households with children. The landlord shall
22 file a copy of this notification with the Rent Board within 10 days after service of the notice,
23 together with a copy of the notice to vacate and proof of service upon the tenant.

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

(e) Relocation expenses shall be:

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

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

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

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



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

| Date of Service of Notice of Termination of Tenancy ("Eviction Notice") | Relocation Amount Due Per Tenant | Maximum Relocation Amount Due Per Unit | PLUS Additional Amount Due for Each Elderly (60 years or older) or Disabled Tenant or Household with Minor Children |
|---|----------------------------------|--|---|
| 3/01/12 – 2/28/13 | \$5,153.00 | \$15,460.00 | \$3,436.00 |
| 3/01/13 – 2/28/14 | \$5,207.00 | \$15,621.00 | \$3,472.00 |

* See Ordinance Section 37.9C for additional relocation requirements for evictions under 37.9(a)(8) (owner/relative move-in), 37.9(a)(10) (demolition/permanent removal of housing use), 37.9(a)(11) (temporary eviction for capital improvement work) and 37.9(a)(12) (substantial rehabilitation). However, effective 3/1/13, the amount of relocation payments for temporary capital improvement evictions under 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by Ordinance Section 37.9C.

Pagos de traslado por desalojo debidos a mudanza del propietario/pariente O por demolición/eliminación definitiva del uso de la unidad como vivienda O trabajos temporales de mejora de capital O rehabilitación sustancial*

| Fecha del servicio de entrega del aviso de desalojo | Monto de traslado correspondiente por inquilino | Monto de traslado máximo correspondiente por unidad | ADICIONAL Monto adicional correspondiente por cada persona mayor de edad (60 años o más) o inquilino discapacitado o familia con niños menores |
|---|---|---|--|
| 3/01/12 – 2/28/13 | \$5,153.00 | \$15,460.00 | \$3,436.00 |
| 3/01/13 – 2/28/14 | \$5,207.00 | \$15,621.00 | \$3,472.00 |

* Véase la Sección 37.9C de la Ordenanza para requisitos adicionales de traslado por desalojo según 37.9(a) (8) (mudanza del dueño/pariente), 37.9(a) (10) (demolición/eliminación definitiva del uso de la unidad como vivienda), 37.9(a) (11) (trabajos temporales de mejora de capital) y 37.9(a) (12) (rehabilitación sustancial). (Sin embargo, a partir de 3/1/13, la cantidad del pago de traslado para los desalojos temporales de mejora de capital bajo la Sección 37.9(a) (11) por menos de 20 días está gobernada por la Sección del Código Civil de California 1947.9 y no por la Sección 37.9C de la Ordenanza.)

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

| 追遷追遷通知的日期 | 每位房客應得的搬遷費金額 | 每個單位應得的最高搬遷費金額 | 外加 每位老年 (60 歲或以上) 或殘障房客或每戶有未成年兒童的家庭應得的額外金額 |
|-------------------|--------------|----------------|--|
| 3/01/12 – 2/28/13 | \$5,153.00 | \$15,460.00 | \$3,436.00 |
| 3/01/13 – 2/28/14 | \$5,207.00 | \$15,621.00 | \$3,472.00 |

* 有關《租賃法》第 37.9C 節中有關搬遷第 37.9(a)(8) 節 (業主/親屬入住)、第 37.9(a)(10) 節 (拆除/出租單位永遠不再做為居住房屋使用)、第 37.9(a)(11) 節 (臨時資本設備改善工程) 及第 37.9(a)(12) 節 (大規模裝修) 追遷的額外搬遷費要求。[然而從 2013 年 3 月 1 日起生效，業主/親屬的搬遷通知少於 20 天受搬遷條例 37.9(a) (11) 條的約束。此類搬遷費用金額與加州民事訴訟法 1947.9 條規定的不是與 37.9C 節的搬遷費。]

*1 Arbitration Payments-37.9C 1/17/13



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

Document Scanning Lead Sheet

Jan-08-2014 2:47 pm

Case Number: CGC-14-536672

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Juke Box: 001 Image: 04334232

COMPLAINT

CLARENCE WILSON et al VS. 1049 MARKET STREET, LLC et al

001C04334232

Instructions:

Please place this sheet on top of the document to be scanned.

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO): 1049 MARKET STREET, LLC and DOES 1 to 100, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE): CLARENCE WILSON, JONATHAN STOKER, TORRANCE ANTONI, JASON GROHMAN, MARK TSE, MICHAEL GREENLEES, et al. *Ronald Rosen, Justin Bertholsen, Michael Mason, Stefan Guavara, Andrew Greenlees*

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of San Francisco
400 McAllister Street, San Francisco, CA 94105

CASE NUMBER:
(Número del Caso):
CGC-14-536672

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Gregory J. Brod, BROD LAW FIRM, P.C. 96 Jessie Street, San Francisco, CA 94105
(415) 397-1130

Dennis Toyama
DENNIS TOYAMA, Deputy
(Adjunto)

DATE:
(Fecha) **JAN - 8 2014**

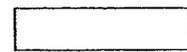
CLERK OF THE COURT
(Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

| | |
|--|---|
| under: <input type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |
- by personal delivery on (date):



1 GREGORY J. BROD, CSB 184456
2 BROD LAW FIRM, P.C.
3 96 Jessie Street
4 San Francisco, California 94105
5 Telephone (415) 397-1130
6 Facsimile (415) 397-2121

7 Attorneys for Plaintiffs
8 CLARENCE WILSON; JONATHAN
9 STOKER, TORRANCE ANTONI,
10 JASON GROHMAN, MARK TSE,
11 MICHAEL GREENLEES, RONALD
12 ROSEN, JUSTIN BERTHELSEN,
13 MICHAEL MASON, STEBAN GUAVARA,
14 ANDREW GREENLEES

11 SUPERIOR COURT OF CALIFORNIA
12 FOR THE COUNTY OF SAN FRANCISCO
13 UNLIMITED CIVIL JURISDICTION

15 CLARENCE WILSON, JONATHAN
16 STOKER, TORRANCE ANTONI, JASON
17 GROHMAN, MARK TSE, MICHAEL
18 GREENLEES, RONALD ROSEN, JUSTIN
19 BERTHELSEN, MICHAEL MASON,
20 STEBAN GUAVARA, ANDREW
21 GREENLEES,

22 Plaintiffs,

23 vs.

24 1049 MARKET STREET, LLC, and DOES 1
25 TO 100, inclusive

26 Defendants.
27
28

F I L E D
Superior Court of California
County of San Francisco

JAN - 8 2014

CLERK OF THE COURT
BY: DENNIS TOYAMA *DT*
Deputy Clerk

Case No **CGC - 14 - 536672**

COMPLAINT FOR DAMAGES [JURY
DEMANDED]

1. Breach of Implied Warranty of Habitability;
2. Tenant Harassment [Rent Ordinance § 37.10B];
3. Wrongful Endeavor to Recover Possession of Rental Unit [Rent Ordinance § 37.9];
4. Intentional Infliction of Emotional Distress;
5. Negligent Infliction of Emotional Distress;
6. Breach of Covenant of Good Faith and Fair Dealing;
7. Breach of Covenant of Quiet Enjoyment.

1 Plaintiffs CLARENCE WILSON, JONATHAN STOKER, TORRANCE ANTONI,
2 JASON GROHMAN, MARK TSE, MICHAEL GREENLEES, RONALD ROSEN, JUSTIN
3 BERTHELSEN, MICHAEL MASON, STEBAN GUAVARA and ANDREW GREENLEES
4 complain and allege against Defendants 1049 MARKET STREET, LLC, and DOES 1 TO 100,
5 and each of them, as follows:
6

7 1. Plaintiff CLARENCE WILSON is an individual, and at all relevant times
8 mentioned herein, a resident of the City and County of San Francisco.

9 2. Plaintiff JONATHAN STOKER is an individual, and at all relevant times
10 mentioned herein, a resident of the City and County of San Francisco.

11 3. Plaintiff TORRANCE ANTONI is an individual, and at all relevant times
12 mentioned herein, a resident of the City and County of San Francisco.

13 4. Plaintiff JASON GROHMAN is an individual, and at all relevant times mentioned
14 herein, a resident of the City and County of San Francisco.

15 5. Plaintiff MARK TSE is an individual, and at all relevant times mentioned herein,
16 a resident of the City and County of San Francisco.

17 6. Plaintiff MICHAEL GREENLEES is an individual, and at all relevant times
18 mentioned herein, a resident of the City and County of San Francisco.

19 7. Plaintiff RONALD ROSEN is an individual, and at all relevant times mentioned
20 herein, a resident of the City and County of San Francisco.

21 8. Plaintiff JUSTIN BERTHELSEN is an individual, and at all relevant times
22 mentioned herein, a resident of the City and County of San Francisco.

23 9. Plaintiff MICHAEL MASON is an individual, and at all relevant times mentioned
24 herein, a resident of the City and County of San Francisco.
25
26
27
28

1 10. Plaintiff STEBAN GUAVARA is an individual, and at all relevant times
2 mentioned herein, a resident of the City and County of San Francisco.

3 11. Plaintiff ANDREW GREENLEES is an individual, and at all relevant times
4 mentioned herein, a resident of the City and County of San Francisco.

5 12. Defendant 1049 MARKET STREET, LLC is a business entity, which was at all
6 relevant times mentioned herein, doing business in the City and County of San Francisco.

7 13. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein
8 as DOES 1 to 100, and each of them, and therefore sue these Defendants by such fictitious
9 names. Plaintiffs will amend this complaint to allege their true names and capacities when
10 ascertained. Plaintiffs are informed and believe and thereon allege that each of the fictitiously
11 named Defendants are legally responsible in some manner for the occurrences herein alleged,
12 and that Plaintiffs' damages as herein alleged were proximately caused by said Defendants.

13 14. At all times mentioned herein, each of the Defendants was the agent, servant and
14 employee of each of the remaining Defendants, and was, at all times mentioned herein, acting
15 within the course and scope of their respective authority as agents, servants and employees, and
16 that each Defendant's conduct was authorized, permitted, consented to and ratified by their Co-
17 Defendants.

18 15. Defendants 1049 MARKET STREET, LLC (hereinafter "1049 LLC") is, and was
19 at all relevant times mentioned herein, a "Landlord", as it is defined by Chapter 37 of the San
20 Francisco Administrative Code, The Residential Rent Stabilization and Arbitration Ordinance
21 (hereinafter "Rent Ordinance"), of the real property located at 1049 Market Street, San
22 Francisco, CA (hereinafter referred to as the "Subject Property").
23
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1 16. Defendant's predecessor(s) had abandoned the Subject Property's use as primarily
2 a commercial property more than fifteen (15) years ago, which benefitted the owners at that time,
3 as well as the City of San Francisco, by providing affordable housing. The Subject Property
4 subsequently was converted to mostly residential use, and became the primary residence of many
5 San Franciscans.
6

7 17. Plaintiff CLARENCE "MARCELE" WILSON, was at all relevant times
8 mentioned herein, a "Tenant" of a residential unit within the Subject Property, as it is defined by
9 the Rent Ordinance. In or about July of 2011, Plaintiff WILSON moved into 1049 Market
10 Street, #306, San Francisco, CA (hereinafter the "WILSON Unit"), which became his primary
11 residence.
12

13 18. Plaintiff JONATHAN STOKER, was at all relevant times mentioned herein, a
14 "Tenant" of a residential unit within the Subject Property, as it is defined by the Rent Ordinance.
15 In or about September of 2011, Plaintiff STOKER moved into 1049 Market Street, #210, San
16 Francisco, CA (hereinafter the "STOKER Unit"), which became his primary residence.
17

18 19. Plaintiff TORRANCE "TORI" ANTONI, was at all relevant times mentioned
19 herein, a "Tenant" of a residential unit within the Subject Property, as it is defined by the Rent
20 Ordinance. In or about 1998, Plaintiff ANTONI moved into 1049 Market Street, #212, San
21 Francisco, CA (hereinafter the "ANTONI Unit"), which became his primary residence.
22

23 20. Plaintiff JASON GROHMAN, was at all relevant times mentioned herein, a
24 "Tenant" of a residential unit within the Subject Property, as it is defined by the Rent Ordinance.
25 In or about October of 2007, Plaintiff GROHMAN moved into 1049 Market Street, #505, San
26 Francisco, CA (hereinafter the "GROHMAN Unit"), which became his primary residence.
27
28

1 21. Plaintiff MARK TSE, was at all relevant times mentioned herein, a “Tenant” of a
2 residential unit within the Subject Property, as it is defined by the Rent Ordinance. In or about
3 June of 2008, Plaintiff TSE moved into 1049 Market Street, #203, San Francisco, CA
4 (hereinafter the “TSE Unit”), which became his primary residence.
5

6 22. Plaintiff MICHAEL GREENLEES, was at all relevant times mentioned herein, a
7 “Tenant” of a residential unit within the Subject Property, as it is defined by the Rent Ordinance.
8 In or about May, 2007, Plaintiff GREENLEES moved into 1049 Market Street, #516, San
9 Francisco, CA (hereinafter the “GREENLEES Unit”), which became his primary residence.
10

11 23. Plaintiff RONALD ROSEN, was at all relevant times mentioned herein, a
12 “Tenant” of a residential unit within the Subject Property, as it is defined by the Rent Ordinance.
13 In or about September of 2000, Plaintiff ROSEN moved into 1049 Market Street, #410, San
14 Francisco, CA (hereinafter the “ROSEN Unit”), which became his primary residence. Prior to
15 moving into the ROSEN Unit, RONALD ROSEN had been a resident of a different unit at the
16 Subject Property since March of 1997.
17

18 24. Plaintiff JUSTIN BERTHELSEN, was at all relevant times mentioned herein, a
19 “Tenant” of a residential unit within the Subject Property, as it is defined by the Rent Ordinance.
20 In or about January 2009, Plaintiff BERTHELSEN moved into 1049 Market Street, #307, San
21 Francisco, CA (hereinafter the “BERTHELSEN Unit”), which became his primary residence.
22

23 25. Plaintiff MICHAEL MASON, was at all relevant times mentioned herein, a
24 “Tenant” of a residential unit within the Subject Property, as it is defined by the Rent Ordinance.
25 In or about 2006, Plaintiff MASON moved into 1049 Market Street, #510, San Francisco, CA
26 (hereinafter the “MASON Unit”), which became his primary residence.
27
28

1 26. Plaintiff STEBAN GUAVARA, was at all relevant times mentioned herein, a
2 “Tenant” of a residential unit within the Subject Property, as it is defined by the Rent Ordinance.
3 In or about June of 2011, Plaintiff GUAVARA moved into 1049 Market Street, #209, San
4 Francisco, CA (hereinafter the “GUAVARA Unit”), which became his primary residence.
5

6 27. Plaintiff ANDREW GREENLEES, was at all relevant times mentioned herein, a
7 “Tenant” of a residential unit within the Subject Property, as it is defined by the Rent Ordinance.
8 In or about October of 2008, Plaintiff GREENLEES moved into 1049 Market Street, #216, San
9 Francisco, CA (hereinafter the “ANDREW GREENLEES Unit”), which became his primary
10 residence.
11

12 28. The WILSON Unit, STOKER Unit, ANTONI Unit, GROHMAN Unit, TSE Unit,
13 GREENLEES Unit, ROSEN Unit, BERTHELSEN Unit, MASON Unit, GUAVARA Unit and
14 ANDREW GREENLEES Unit (hereinafter collectively referred to as the Subject Units”) are
15 each considered a “Rental Unit”, as it is defined by the Rent Ordinance. Plaintiffs and each of
16 them, were, at all times mentioned herein, entitled to and afforded all rights under rent and
17 eviction control, pursuant to the Rent Ordinance.
18

19 29. Plaintiffs each signed rental agreements for the Subject Units, respectively, with
20 Defendant, or a predecessor in interest of Defendant.
21

22 30. Several Plaintiffs suffer from disabilities and serious medical conditions.

23 31. In or about July of 2007, the San Francisco Department of Building Inspection
24 (hereinafter “DBI”) issued a notice of violation to the Subject Property (Violation No.
25 #200711850, hereinafter referred to as the “2007 Violation”). For more than six (6) years, no
26 action took place regarding the 2007 Violation whatsoever, as the owners did nothing to respond
27 to said violation and no action was taken enforce it.
28

1 32. In or about April of 2011, the company Twitter announced its plans to move into
2 the Mid-Market neighborhood, which is where the Subject Property is located. Twitter's move
3 to the Mid-Market neighborhood was supported by the City and County of San Francisco, whose
4 support included providing tax incentives in order to keep this employer within San Francisco.
5 In addition, the City and County of San Francisco's hope and expectation was that the Mid-
6 Market neighborhood would become a nicer place to live and work.
7

8 33. In or about the spring of 2011, Defendants 1049 MARKET STREET, LLC and
9 DOES 1 to 10 became the Landlords of the Subject Property and the Subject Units.
10

11 34. Defendant 1049 LLC recognized the extraordinary increase in property values
12 that the Mid-Market area would realize, and began a course of action designed to recover
13 possession of the Subject Units, as well as many other residential units in the Subject Property.
14 Defendants, and each of them, intended to rid the Subject Property of its lawful residents, and
15 thereby greatly increase the value of the Subject Property.
16

17 35. In or about July of 2013, Defendant 1049 LLC had a building permit issued for
18 the Subject Property, claiming that it planned to demolish the walls in floors 1 through 5 of the
19 Subject Property in order to comply with the 2007 Violation.
20

21 36. Plaintiffs are informed and believe that Defendant's permit of July 2013 was a
22 sham, in that Defendant intended to use the 2007 Violation as an excuse to rid the Subject
23 Property of its lawful tenants, all of whom were protected by this City's Rent Ordinance, rent
24 control, and eviction control. Defendant 1049 LLC even attempted to blame this City's DBI,
25 claiming it was the DBI that was forcing Defendant to evict dozens and dozens of San Francisco
26 residents.
27

28 //

1 37. In or about the summer of 2013, Defendant 1049 LLC began course of action
2 designed to harass the tenants of the Subject Property, deprive them of their rights, and coerce
3 them to voluntarily abandon their rightful residences. Defendants, and each of them, 1049 LLC's
4 conduct included but was not limited to, the following:
5

6 a. Wrongfully advising Plaintiffs that this City and the San Francisco DBI required
7 all residential tenancies to be vacated;

8 b. Coercing tenants and Plaintiffs to voluntarily move out or face eviction;

9 c. JOHN GALL of 1049 LLC's telling tenants and Plaintiffs that if they fought an
10 eviction preceding that they would "never rent in this City again".
11

12 38. Beginning in or about June of 2013, Defendant 1049 LLC allowed the Subject
13 Property to fall into a state of disrepair, which was intended to force Plaintiffs to voluntarily
14 abandon their lawful homes, in disregard of Plaintiffs' rights. Conditions at the Subject
15 Property, which affected the Subject Units and Plaintiffs, included but were not limited to, the
16 following:
17

18 a. allowing or creating disrepair of the Subject Property's front door lock and
19 security to fall into disrepair;

20 b. allowing or creating disrepair of the Subject Property's elevators;

21 c. allowing or creating the existence of bedbugs;

22 d. allowing or creating disrepair of the Subject Property's heating;

23 e. allowing or creating disrepair of the Subject Property's flooring;

24 f. allowing or creating disrepair of the Subject Property's stairways;

25 g. allowing or creating disrepair of the Subject Property's electrical wiring;

26 h. allowing or creating disrepair of the Subject Property's hot water;
27
28

- 1 i. allowing or creating disrepair of the Subject Property's fire alarms;
2 j. failing to respond to Plaintiffs' complaints, including complaints of bedbug
3 infestation, heat, hot water, elevators and security.
4

5 39. In addition to the aforementioned conditions, Defendant allowed the Subject
6 Property and Subject Units to become generally dilapidated and neglected maintenance of all of
7 the Subject Units during the relevant time period.

8 40. As a result of the actions and inactions of Defendants, and each of them, as
9 described above, drug users and other trespassers were able to access the Subject Property and
10 severely affected the health, safety and habitability of Plaintiffs' respective homes. Conditions
11 that resulted in Defendants' actions and inactions included but were not limited to:
12

13 a. a naked man locking himself in the shared restroom on the second floor in the
14 Fall of 2013;

15 b. the presence of used hypodermic needles in the shared restrooms on the second
16 floor in the Fall of 2013;

17 c. the presence of blood in the shared restrooms on the second floor in the Fall of
18 2013;

19 d. the presence of used hypodermic needles in the stairwells of the Subject Property
20 in the Fall of 2013.
21

22 41. Despite multiple requests, Defendants, and each of them, failed to address the
23 health, safety and habitability concerns at the Subject Property, and within the Subject Units, as
24 described herein.
25

26 //

27 //
28

1 42. Defendant's actions and inactions as described herein were designed to create
2 fear, anxiety, emotional distress and worry in each of the tenants of the Subject Property, and to
3 coerce Plaintiffs to abandon their rightful and lawful homes, without regard for Plaintiffs' rights.
4

5 43. In September of 2013, Defendant posted a memorandum in the Subject Property,
6 stating "Per these City orders, the building must be entirely vacated." This statement was not
7 true, and at the time Defendant 1049 LLC made this statement, it knew it was untrue.
8

9 44. Defendant 1049 LLC's efforts to recover possession of the Subject Units were
10 based primarily upon money and greed, and Defendants, and each of them, knew or should have
11 known that there was no reasonable basis to attempt to recover possession of any of the Subject
12 Units.
13

14 45. The conduct of Defendants, and each of them, engaged in the following conduct
15 in bad faith, each instance of which constitutes "Tenant Harassment" as it is defined by Section
16 37.10B of the Rent Ordinance:

- 17 a. interrupting, terminating or failing to provide housing services;
- 18 b. failing to perform repairs as required by law;
- 19 c. abusing the landlord's right of access into a rental housing unit, including entering
20 the Subject Units without notice and in many instances, without Plaintiffs' being present;
- 21 d. influencing or attempting to influence a tenant to vacate a rental housing unit
22 through fraud, intimidation or coercion;
- 23 e. interfering with a tenant's right to quiet enjoyment;
- 24 f. interfering with a tenant's right to privacy.
- 25
- 26

27 46. As a direct and proximate result of the actions and inactions of Defendants, and
28 each of them, as described herein, Plaintiffs have incurred economic damages, including but not

1 limited to illegal rent increases, and will continue to incur economic damages, in an amount to be
2 proven at trial.

3 47. As a direct and proximate result of the actions and inactions of Defendants, and
4 each of them, as described herein, Plaintiffs have incurred non economic damages, including but
5 not limited to stress, anxiety, fright, anguish, nervousness, apprehension, loss of sleep, worry,
6 anxiety, concern for their future and severe emotional distress, in an amount to be proven at trial.
7

8 **FIRST CAUSE OF ACTION**
9 **Breach of Implied Warranty of Habitability**
10 **All Defendants**

11 48. Plaintiffs re-allege and incorporate by reference each and every allegation
12 contained in paragraphs 1 through 47 herein.

13 49. Each of the Plaintiffs' tenancies, and each of the Plaintiffs' lease agreements for
14 the respective Subject Units, contained an implied warranty of habitability.

15 50. Defendants, and each of them, implicitly promised to maintain the Subject Units
16 in a habitable state for the entirety of Plaintiffs' respective tenancies.
17

18 51. Beginning in or about June of 2013, Defendant 1049 LLC allowed the Subject
19 Property to fall into a state of disrepair, which was intended to force Plaintiffs to voluntarily
20 abandon their lawful homes, in disregard of Plaintiffs' rights. Conditions at the Subject
21 Property, which affected the Subject Units and Plaintiffs, included but were not limited to, the
22 following:
23

24 a. allowing or creating disrepair of the Subject Property's front door lock and
25 security to fall into disrepair;

26 b. allowing or creating disrepair of the Subject Property's elevators;

27 c. allowing or creating the existence of bedbugs;
28

- 1 d. allowing or creating disrepair of the Subject Property's heating;
2 e. allowing or creating disrepair of the Subject Property's flooring;
3 f. allowing or creating disrepair of the Subject Property's stairways;
4 g. allowing or creating disrepair of the Subject Property's electrical wiring;
5 h. allowing or creating disrepair of the Subject Property's hot water;
6 i. allowing or creating disrepair of the Subject Property's fire alarms;
7 j. failing to respond to Plaintiffs' complaints, including complaints of bedbug
8

9 infestation, heat, hot water, elevators, and security.
10

11 52. In addition to the aforementioned conditions, Defendant allowed the Subject
12 Property and Subject Units to become generally dilapidated, and neglected maintenance of all of
13 the Subject Units during the relevant time period, such that multiple conditions exist that affect
14 the habitability of the Subject Units.
15

16 53. Despite multiple requests, Defendants, and each of them, failed to address the
17 health, safety and habitability concerns at the Subject Property, and within the Subject Units, as
18 described herein.
19

20 54. The aforementioned acts and omissions constitute a breach of the warranty of
21 habitability owed to Plaintiffs, which Defendant has breached.
22

23 55. As a direct and proximate result of the actions and inactions of Defendants, and
24 each of them, as described herein, Plaintiffs have incurred economic damages, and will continue
25 to incur economic damages, in an amount to be proven at trial.
26

27 56. As a direct and proximate result of the actions and inactions of Defendants, and
28 each of them, as described herein, Plaintiffs have incurred noneconomic damages, including but
not limited to:

1 not limited to stress, anxiety, fright, anguish, nervousness, apprehension, loss of sleep, worry,
2 anxiety, concern for their future and severe emotional distress, in an amount to be proven at trial.

3
4 **SECOND CAUSE OF ACTION**
5 **Tenant Harassment [Rent Ordinance § 37.10B]**
6 **All Defendants**

7 57. Plaintiffs re-allege and incorporate by reference each and every allegation
8 contained in paragraphs 1 through 56 herein.

9 58. Plaintiffs were, at all relevant times mentioned herein, lawful Tenants of the Unit,
10 and entitled to all the rights provided under law.

11 59. In or about the summer of 2013, Defendant 1049 LLC began course of action
12 designed to harass the tenants of the Subject Property, deprive them of their rights, to coerce
13 them to voluntarily abandon their rightful residencies. Defendants, and each of them, 1049
14 LLC's conduct included but was not limited to, the following:

15 a. Wrongfully advising Plaintiffs that this City and the San Francisco DBI required
16 all residential tenancies to be vacated;

17 b. Coercing tenants and Plaintiffs to voluntarily move out or face eviction;

18 c. JOHN GALL of 1049 LLC's telling tenants and Plaintiffs that if they fought an
19 eviction preceding that they would "never rent in this City again".
20

21 60. Defendant's actions and inactions as described herein were designed to create
22 fear, anxiety, emotional distress and worry in each of the tenants of the Subject Property, and to
23 coerce Plaintiffs to abandon their rightful and lawful homes, without regard for Plaintiffs' rights.
24

25 61. In September of 2013, Defendant posted a memorandum in the Subject Property,
26 stating "Per these City orders, the building must be entirely vacated." This statement was not
27 true, and at the time Defendant 1049 LLC made this statement, it knew it was untrue.
28

1 67. Motivated by greed, Defendant 1049 LLC began a course of action designed to
2 recover possession of the Subject Units, as well as many other residential units in the Subject
3 Property, as described herein.

4
5 68. In or about the summer of 2013, Defendant 1049 LLC began course of action
6 designed to harass the tenants of the Subject Property, deprive them of their rights, to coerce
7 them to voluntarily abandon their rightful residencies. Defendants, and each of them, 1049
8 LLC's conduct included but was not limited to, the following:

9 a. Wrongfully advising Plaintiffs that this City and the San Francisco DBI required
10 all residential tenancies to be vacated;

11 b. Coercing tenants and Plaintiffs to voluntarily move out or face eviction;

12 c. JOHN GALL of 1049 LLC's telling tenants and Plaintiffs that if they fought an
13 eviction preceding that they would "never rent in this City again";

14 d. allowing or creating disrepair of the Subject Property's front door lock and
15 security to fall into disrepair;

16 e. allowing or creating disrepair of the Subject Property's elevators;

17 f. allowing or creating the existence of bedbugs;

18 g. allowing or creating disrepair of the Subject Property's heating;

19 h. allowing or creating disrepair of the Subject Property's flooring;

20 i. allowing or creating disrepair of the Subject Property's stairways;

21 j. allowing or creating disrepair of the Subject Property's electrical wiring;

22 k. allowing or creating disrepair of the Subject Property's hot water;

23 l. allowing or creating disrepair of the Subject Property's fire alarms;

1 m. failing to respond to Plaintiffs' complaints, including complaints of bedbug
2 infestation, heat, hot water, elevators, and security.

3 n. interrupting, terminating or failing to provide housing services;

4 o. failing to perform repairs as required by law;

5 p. abusing the landlord's right of access into a rental housing unit;

6 q. influencing or attempting to influence a tenant to vacate a rental housing unit
7 through fraud, intimidation or coercion.

8 r. interfering with a tenant's right to quiet enjoyment;

9 s. interfering with a tenant's right to privacy.

10
11
12 69. Defendant's actions and inactions as described herein, were designed to create
13 fear, anxiety, emotional distress and worry in each of the tenants of the Subject Property, and to
14 coerce Plaintiffs to abandon their rightful and lawful homes, without regard for Plaintiffs' rights.

15
16 70. Defendant 1049 LLC's efforts to recover possession of the Subject Units were
17 based primarily upon money and greed, and Defendants, and each of them, knew or should have
18 known that there was no reasonable basis to attempt to recover possession of any of the Subject
19 Units.

20
21 71. At the time Defendants engaged in, instructed, or ratified the aforementioned acts
22 described herein, they knew or should have known that there was no valid basis to attempt to
23 recover possession of the Subject Units, as set forth by Section 37.9 of the Rent Ordinance.

24 72. Each of the aforementioned acts and omissions described herein are violations of
25 the Rent Ordinance, a wrongful endeavor to recover possession of the Unit as it is defined by
26 Section 37.9 of the Rent Ordinance, as well as unlawful, as it is defined by Section 37.10A of the
27
28

1 Rent Ordinance. In addition, said conduct collectively constitutes a bad faith intention to
2 wrongfully recover possession of multiple rental units, in violation of the Rent Ordinance.

3 73. As a direct and proximate result of the actions and inactions of Defendants, and
4 each of them, as described herein, Plaintiffs have incurred, and continue to incur damages,
5 including economic damages, and noneconomic damages, which include but are not limited to
6 stress, anxiety, fright, anguish, nervousness, apprehension, loss of sleep, worry, anxiety, concern
7 for their future and severe emotional distress, in an amount to be proven at trial.
8

9
10 **FOURTH CAUSE OF ACTION**
11 **Intentional Infliction of Emotional Distress**
12 **All Defendants**

13 74. Plaintiffs re-allege and incorporate by reference each and every allegation
14 contained in paragraphs 1 through 73 herein.

15 75. Plaintiffs were, at all relevant times mentioned herein, lawful Tenants of the Unit,
16 and entitled to all the rights provided under law.

17 76. At the time the actions and inactions described herein were taken, Defendants,
18 and each of them, knew that their tenants, Plaintiffs, were susceptible to injuries through mental
19 distress, and Defendants acted intentionally or unreasonably, and with reckless disregard, with
20 the recognition that their actions were likely and probable to result in Plaintiffs suffering mental
21 distress.
22

23 77. The actions and inactions as described herein, were directed at Plaintiffs, were
24 intended to, and did cause Plaintiffs to suffer injury, including but not limited to severe
25 emotional distress.

26 78. The conduct of Defendants, as described herein, was outrageous and beyond the
27 bounds of decency such that no reasonable person could be expected to endure it.
28



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

Document Scanning Lead Sheet

Jan-24-2014 02:51 pm

Case Number: CGC-14-536968

Filing Date: Jan-24-2014 02:40 pm

Filed by: MARYANN E. MORAN

Juke Box: 001 Image: 04353987

COMPLAINT

VICTOR ARREOLA et al VS. 1049 MARKET STRRET LLC A CALIFORNIA
LIMITED et al

001C04353987

Instructions:

Please place this sheet on top of the document to be scanned.

ORIGINAL

SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Additional Parties Attachment Form is attached.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Additional Parties Attachment Form is attached.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: (El nombre y dirección de la corte es): San Francisco Superior Court 400 McAllister Street San Francisco, California 94102

CASE NUMBER: (Número del Caso): CGC 14-53696

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Joseph S. Tobener, 21 Masonic Avenue, Suite A, San Francisco, California 94118, (415) 504-2165

DATE: (Fecha) JAN 24 2014 CLERK OF THE COURT Clerk, by (Secretario) [Signature], Deputy (Adjunto) M.A. MORAN

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



NOTICE TO THE PERSON SERVED: You are served

- 1. [] as an individual defendant.
2. [] as the person sued under the fictitious name of (specify):
3. [] on behalf of (specify):
under: [] CCP 416.10 (corporation) [] CCP 416.60 (minor)
[] CCP 416.20 (defunct corporation) [] CCP 416.70 (conservatee)
[] CCP 416.40 (association or partnership) [] CCP 416.90 (authorized person)
[] other (specify):
4. [] by personal delivery on (date):

| | |
|--|--------------|
| SHORT TITLE: Arreola v. 1049 Market Street, LLC | CASE NUMBER: |
|--|--------------|

INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

VICTOR ARREOLA, SHAWN ATKINSON, JUSTIN BARKER, MARTY CASTLEBERG, CHRIS CREVITT, ROBERT HYDER, LESLIE SHOWS, and MELISSA WALKER

| | |
|--|--------------|
| SHORT TITLE: Arreola v. 1049 Market Street, LLC | CASE NUMBER: |
|--|--------------|

INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

1049 MARKET STREET, LLC, a California limited liability Company; AMY BOGART; HALEY BOGART; TERRY L. BOGART; JOHN GALL; RICHARD LANE; ROBERT MULLEN; SFOL, a California corporation, doing business as SFOL MANAGEMENT COMPANY; SHIH HO, INC., a California corporation; and DOES 1 to 10

ORIGINAL

CM-010

| | | |
|---|--|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joseph S. Tobener, SBN: 203419 TOBENER LAW CENTER 21 Masonic Avenue, Suite A San Francisco, California 94118 TELEPHONE NO.: (415) 504-2165 FAX NO.: (415) 418-3492 ATTORNEY FOR (Name): Plaintiffs Victor Arreola, et al. | | FOR COURT USE ONLY FILED SUPERIOR COURT COUNTY OF SAN FRANCISCO 2014 JAN 24 PM 2:50 CLERK OF THE COURT BY: <i>M.A. Moran</i> M.A. MORAN CLERK |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: | | |
| CASE NAME: Arreola v. 1049 Market Street, LLC | | |
| CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) | | CASE NUMBER: CGC 14-536968 JUDGE: DEPT: |

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

| | | |
|--|---|--|
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) | Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) | Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input checked="" type="checkbox"/> Other real property (26) | Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) |
| Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) | Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) | Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) |
| Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) | Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) |

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Ten (10)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 24, 2014

Joseph S. Tobener

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ORIGINAL

SUPERIOR COURT
SAN FRANCISCO

2014 JAN 24 PM 2:50

CLERK OF THE COURT
BY: *M.A. Moran*
DEPUTY CLERK

M.A. MORAN

1 TOBENER LAW CENTER
2 JOSEPH S. TOBENER
3 State Bar No. 203419
4 JACQUELINE RAVENSCROFT
5 State Bar No. 279512
6 21 Masonic Avenue, Suite A
7 San Francisco, California 94118
8 Telephone: (415) 504-2165
9 Facsimile: (415) 418-3492

Attorneys for PLAINTIFFS

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN FRANCISCO

10 VICTOR ARREOLA,
11 SHAWN ATKINSON,
12 JUSTIN BARKER,
13 MARTY CASTLEBERG,
14 CHRIS CREVITT,
15 ROBERT HYDER,
16 LESLIE SHOWS, and
17 MELISSA WALKER,

Plaintiffs,

vs.

18 1049 MARKET STREET, LLC, a
19 California limited liability
20 Company;
21 AMY BOGART;
22 HALEY BOGART;
23 TERRY L. BOGART;
24 JOHN GALL;
25 RICHARD LANE;
26 ROBERT MULLEN;
27 SFOL, a California corporation,
28 doing business as SFOL
MANAGEMENT COMPANY;
SHIH HO, INC., a California
corporation; and
DOES 1 to 10,

Defendants.

) Case No.: **CGC 14-536968**
)
) (Unlimited Civil Case)
)
) COMPLAINT FOR (1) NEGLIGENCE;
) (2) BREACH OF CONTRACT; (3) BAD
) FAITH WRONGFUL EVICTION UNDER
) SAN FRANCISCO RENT ORDINANCE
) SECTION 37.9; (4) UNLAWFUL
) COLLECTION OF RENT UNDER SAN
) FRANCISCO RENT ORDINANCE
) SECTION 37.11A; (5) FRAUDULENT
) CONCEALMENT; (6) NEGLIGENT
) MISREPRESENTATION; (7) UNFAIR
) BUSINESS PRACTICES; (8)
) INTENTIONAL INFLICTION OF
) EMOTIONAL DISTRESS; (9)
) NUISANCE; AND (10) VIOLATION OF
) CIVIL CODE SECTION 1940.6

1 Plaintiffs allege:

2 ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

3 1. Plaintiff VICTOR ARREOLA was a residential tenant at
4 1049 Market Street, Unit 401, San Francisco, California from in
5 or about October 1999 to in or about December 2013. The eighty-
6 three-unit building at 1049 Market Street, San Francisco,
7 California, is hereinafter referred to as the "Market Street
8 Property." At the time that Plaintiff VICTOR ARREOLA vacated
9 the Market Street Property he was paying \$785 per month, and his
10 unit had a fair market value of approximately \$1,500.

11 2. Plaintiff SHAWN ATKINSON was a residential tenant at
12 the Market Street Property, Unit 514, from in or about September
13 2012 to in or about December 2013. At the time that Plaintiff
14 SHAWN ATKINSON vacated the Market Street Property he was paying
15 \$1100 per month, and his unit had a fair market value of
16 approximately \$1,500.

17 3. Plaintiff JUSTIN BARKER was a residential tenant at
18 the Market Street Property, Unit 515, from in or about August
19 2010 to in or about December 2013. At the time that Plaintiff
20 JUSTIN BARKER vacated the Market Street Property he was paying
21 \$892 per month, and his unit had a fair market value of
22 approximately \$1,500.

23 4. Plaintiff MARTY CASTLEBERG was a residential tenant at
24 the Market Street Property, Unit 405, from in or about May 2008
25 to in or about December 2013. At the time that Plaintiff MARTY
26 CASTLEBERG vacated the Market Street Property he was paying \$790
27 per month, and his unit had a fair market value of approximately
28 \$1,500.

1 5. Plaintiff CHRIS CREVITT was a residential tenant at
2 the Market Street Property, Unit 308, from in or about March
3 2010 to in or about December 2013. At the time that Plaintiff
4 CHRIS CREVITT vacated the Market Street Property he was paying
5 \$754 per month, and his unit had a fair market value of
6 approximately \$1,500.

7 6. Plaintiff ROBERT HYDER was a residential tenant at the
8 Market Street Property, Unit 412, from in or about November 2012
9 to in or about December 2013. At the time that Plaintiff ROBERT
10 HYDER vacated the Market Street Property he was paying \$912 per
11 month, and his unit had a fair market value of approximately
12 \$1,800.

13 7. Plaintiff LESLIE SHOWS was a residential tenant at the
14 Market Street Property in Unit 509, from in or about January
15 2004 to in or about June 2004, and in Unit 513 from in or about
16 July 2004 to October 31, 2013. At the time that Plaintiff
17 LESLIE SHOWS vacated the Market Street Property she was paying
18 \$850 per month, and her unit had a fair market value of
19 approximately \$1,500.

20 8. Plaintiff MELISSA WALKER was a residential tenant at
21 the Market Street Property, Unit 514, from in or about September
22 2012 to in or about December 2013. At the time that Plaintiff
23 MELISSA WALKER vacated the Market Street Property she was paying
24 \$1,100 per month, and her unit had a fair market value of
25 approximately \$1,300.

26 9. The seven-story Market Street Property was built in
27 1907. At all times relevant, all of Plaintiffs' tenancies were
28

1 covered under the San Francisco Rent Ordinance. SF
2 Administrative Code § 37.2(r).

3 10. Plaintiffs' leases contain attorney fee provisions.

4 11. From in or about August 1994 to in or about December
5 2012, Defendant SHIH HO, INC., a California corporation, owned
6 the Market Street Property.

7 12. From in or about August 1994 to in or about December
8 2012, Defendant TERRY L. BOGART, an individual, owned and
9 managed the Market Street Property.

10 13. From in or around December 2012 to present, Defendant
11 1049 MARKET STREET, LLC, a California limited liability company,
12 owned the Market Street Property.

13 14. Upon information and belief, Defendant JOHN GALL, an
14 individual, and Defendant AMY BOGART, an individual, at all
15 times relevant were the partners of Defendant 1049 MARKET
16 STREET, LLC. From in or around December 2012 to present,
17 Defendant JOHN GALL and Defendant AMY BOGART owned and managed
18 the Market Street Property.

19 15. Upon information and belief, Defendant HALEY BOGART,
20 an individual, managed the Market Street Property from in or
21 around December 2012 to present.

22 16. From in or about 1999 to in or about 2010, Defendant
23 RICHARD LANE, an individual, managed the Market Street Property.
24 On information and belief, Defendant RICHARD LANE had an
25 ownership interest in the Market Street Property from at least
26 October 1999 to in or about 2010.

27 17. From in or around 2004 to present, Defendant ROBERT
28 MULLEN, an individual, has managed the Market Street Property.

1 18. From in or around December 2012 to present, SFOL, a
2 California corporation, doing business as SFOL MANAGEMENT
3 COMPANY, has managed the Market Street Property.

4 19. Plaintiffs are ignorant of the true names, involvement
5 or capacities of Defendants DOES 1 to 5. Plaintiffs are
6 informed and believe that Doe Defendants 1 to 5 are in some way
7 responsible for Plaintiffs' damages. Plaintiffs will amend this
8 complaint when they learn the true names of these Defendant
9 Does.

10 20. Plaintiffs are ignorant of the true names, involvement
11 or capacities of Defendants DOES 6 to 10. Plaintiffs are
12 informed and believe that Doe Defendants 6 to 10 are in some way
13 responsible for Plaintiffs' damages. Plaintiffs will amend this
14 complaint when they learn the true names of these Defendant
15 Does.

16 21. Defendants 1049 MARKET STREET, LLC, a California
17 limited liability Company; AMY BOGART; HALEY BOGART; TERRY L.
18 BOGART; JOHN GALL; RICHARD LANE; ROBERT MULLEN; SFOL, a
19 California corporation, doing business as SFOL MANAGEMENT
20 COMPANY; SHIH HO, INC., a California corporation; and DOES 1 to
21 10 are hereinafter collectively referred to as "Defendants".

22 22. Defendants SHIH HO, INC.; TERRY L. BOGART; 1049 MARKET
23 STREET, LLC; JOHN GALL; AMY BOGART; RICHARD LANE; and DOES 1
24 through 5 are hereinafter collectively referred to as "Owner
25 Defendants".

26 23. Defendants TERRY L. BOGART; HALEY BOGART; JOHN GALL;
27 AMY BOGART; RICHARD LANE; ROBERT MULLEN; SFOL; and DOES 6
28

1 through 10 are hereinafter collectively referred to as
2 "Management Defendants".

3 24. At all times relevant herein, each Defendant was the
4 agent, principal, servant, employee or alter ego of the
5 remaining Defendants, or acted with their consent, ratification
6 and authorization, and in doing the acts hereinafter alleged,
7 each Defendant acted in such capacity with respect to the
8 remaining Defendants.

9 25. At all times relevant herein, Defendants have
10 conducted and conduct business in San Francisco County.

11 26. At all times relevant herein, Plaintiffs have resided
12 in San Francisco County.

13 27. This Court is the proper court because at least one
14 Defendant now does business in its jurisdictional area,
15 Defendants injured Plaintiffs in its jurisdictional area,
16 Plaintiffs were damaged in its jurisdictional area, and the
17 contracts were breached in its jurisdictional area.

18 28. The amount in controversy is within the jurisdiction
19 of this Court.

20 Habitability Issues

21 29. Defendants failed to provide any permanent source of
22 heat to Plaintiffs' units during their tenancies. For the
23 entire length of their tenancies, Plaintiffs' units did not have
24 permanent sources of heat.

25 30. For their entire tenancies, Plaintiffs did not have
26 carbon monoxide detectors, even though they have been required
27 since January 2013.

28

1 31. From in or about October 1999 until the time that
2 Plaintiffs vacated, the building's hot water supply was
3 inconsistent and the on-demand water heaters were inoperable for
4 weeks at a time. From in or about September 2013, the building
5 had woefully inadequate hot water, so that showers were only
6 lukewarm for approximately two minutes.

7 32. From in or about 2010 to the end of Plaintiffs'
8 tenancies, the front door of the building did not have a working
9 lock, which allowed vagrants, street people, and drug abusers to
10 enter into the building unfettered. The vagrants used the
11 building's community bathrooms and showers, smoked crack cocaine
12 in the common areas, slept in the common areas, used drug
13 needles in the community bathrooms, and stole tenants' personal
14 property.

15 33. From in or about September 2013 to the end of
16 Plaintiffs' tenancies, the frequency of the cleaning of the
17 common areas was woefully reduced, so that the building had
18 filthy bathrooms, human secretions and pubic hair on the
19 bathroom floors, and overflowing common area garbage cans.

20 34. From in or about 2010 until the end of Plaintiffs'
21 tenancies, the security staff was removed.

22 35. From in or about 2010 until the end of Plaintiffs'
23 tenancies, the security cameras were broken.

24 36. From at least 2010, the locks preventing multiple
25 floor access were compromised, so that any key could open any
26 door on any floor.

27 37. Throughout Plaintiffs' tenancies, the elevators were
28 frequently inoperable.

1 38. From in or around 2012 to 2013, a tenant in Unit 402
2 created a nuisance by playing loud music, often between midnight
3 and 7:00 a.m. The nuisance-neighbor often wandered the hallways
4 high on drugs and left drug paraphernalia in the common
5 restroom. On one occasion, he overdosed on illicit drugs in the
6 common restroom. Plaintiffs and/or building tenants informed
7 Defendants of the nuisance-neighbor's drug use and loud music.
8 Defendants, however, failed to take any action to abate the
9 nuisances caused by said neighbor. As a result, Plaintiffs
10 suffered from loss of enjoyment of their residential units, loss
11 of use of the common restroom, and mental injury.

12 39. For the last several months of Plaintiffs' tenancies,
13 routine maintenance was reduced, so that there were holes in the
14 common area walls, broken bathroom mirrors, and broken doors.

15 40. Despite house rules that specifically limit noise from
16 10 p.m. to 8 a.m., Plaintiffs have suffered from excessive noise
17 in the building. For the last three months of Plaintiffs'
18 tenancies, the building managers stopped walking the hallways to
19 prevent noise and crime.

20 41. In the three months before Plaintiffs vacated the
21 Market Street Property, Defendants 1049 MARKET STREET, LLC; AMY
22 BOGART; JOHN GALL; ROBERT MULLEN; SFOL; and DOES 1 to 10 reduced
23 services, failed to repair the property, failed to address noise
24 and security complaints, and refused to properly secure the
25 building. Despite numerous complaints, Defendants 1049 MARKET
26 STREET, LLC; AMY BOGART; JOHN GALL; ROBERT MULLEN; SFOL; and
27 DOES 1 to 10 failed to ameliorate serious noise issues, reduced
28 the common area cleaning schedule, refused to repair common area

1 facilities, failed to repair the front door lock, and reduced
2 the frequency of common area trash pickup.

3 Illegal Units

4 42. For the entire length of their tenancies, Plaintiffs'
5 units did not have certificates of occupancy and were illegal
6 for residential use.

7 43. At the time they leased the units to Plaintiffs VICTOR
8 ARREOLA, JUSTIN BARKER, MARTY CASTLEBERG, CHRIS CREVITT, and
9 LESLIE SHOWS, Defendants TERRY L. BOGART, RICHARD LANE, ROBERT
10 MULLEN, and SHIH HO, INC. knew that the units did not have
11 certificates of occupancy and were illegal for residential use.

12 44. Defendants TERRY L. BOGART, RICHARD LANE, ROBERT
13 MULLEN, and SHIH HO, INC. never disclosed to Plaintiffs VICTOR
14 ARREOLA, JUSTIN BARKER, MARTY CASTLEBERG, CHRIS CREVITT, and
15 LESLIE SHOWS that the units did not have certificates of
16 occupancy and were illegal for residential use.

17 45. At the time they leased the units to Plaintiffs SHAWN
18 ATKINSON, ROBERT HYDER, and MELISSA WALKER, Defendants TERRY L.
19 BOGART, ROBERT MULLEN, and SHIH HO, INC. knew that the units did
20 not have certificates of occupancy and were illegal for
21 residential use.

22 46. Defendants TERRY L. BOGART, ROBERT MULLEN, and SHIH
23 HO, INC. never disclosed to Plaintiffs SHAWN ATKINSON, ROBERT
24 HYDER, and MELISSA WALKER that the units did not have
25 certificates of occupancy and were illegal for residential use.

26 47. Plaintiffs did not discover that the units did not
27 have certificates of occupancy and were illegal for residential
28 use until in or about September 2013.

Bad Faith Evictions

1
2 48. Under San Francisco Rent Ordinance section
3 37.9(a)(10), a landlord can "seek to recover possession in good
4 *faith* in order to demolish or to otherwise permanently remove
5 rental unit[s] from housing" after "the landlord has obtained
6 all the necessary permits", provided the landlord "does so
7 *without ulterior reasons and with honest intent.*" (emphasis
8 added).

9 49. On September 13, 2013, Defendant ROBERT MULLEN wrote a
10 letter to all of the tenants at the Market Street Property
11 stating that the tenants would need to vacate the building
12 because the City and County of San Francisco would not allow the
13 units to be used for residential purposes: "We were not able to
14 overcome the City of San Francisco's overly restrictive building
15 code requirements It has long been our belief that this
16 was achievable Per . . . City orders, the building must
17 . . . be vacated."

18 50. The September 13, 2013 letter was referring to the
19 City and County of San Francisco requiring natural light to be
20 in all units, either through a light well or window.

21 51. On or about September 27, 2013, Defendants 1049 MARKET
22 STREET, LLC; AMY BOGART; HALEY BOGART; JOHN GALL; ROBERT MULLEN;
23 SFOL; and DOES 1 to 10 served Plaintiffs with demolition
24 eviction notices, giving them sixty days to vacate. The vacate
25 date was set for the eve of Thanksgiving.

26 52. Despite the claims of Defendants 1049 MARKET STREET,
27 LLC; AMY BOGART; JOHN GALL; ROBERT MULLEN; SFOL; and DOES 1 to
28 10 that the City and County of San Francisco was requiring

1 Plaintiffs to be evicted because of a lack of natural light, the
2 Department of Building Inspection never required the eviction of
3 Plaintiffs. In fact, since the Department of Building
4 Inspection and its public commission were created through a 1994
5 ballot initiative, it has never required the eviction of any
6 tenants.

7 53. On October 28, 2013, the City and County of San
8 Francisco Planning Department provided formal written notice to
9 Defendant Terry Bogart and Defendant John Gall that their change
10 of use permit was to be suspended. The letter stated that "both
11 the Planning Department and DBI have previously made clear to
12 the property owners [that] there are multiple ways in which . .
13 . the existing residential-type uses can be maintained and
14 improved in a fashion consistent with the Planning and Building
15 Codes." Despite this notice, Defendants continued to pursue the
16 evictions of Plaintiffs.

17 54. Defendants 1049 MARKET STREET, LLC; AMY BOGART; JOHN
18 GALL; ROBERT MULLEN; SFOL; and DOES 1 to 10 stated that they
19 were required to evict tenants because the units did not have
20 natural light and that installation of a light well was
21 prohibitively expensive. However, some of Plaintiffs' units had
22 windows and some did not. Defendants 1049 MARKET STREET, LLC;
23 AMY BOGART; HALEY BOGART; JOHN GALL; ROBERT MULLEN; SFOL; and
24 DOES 1 to 10 indiscriminately evicted tenants from units that
25 had windows and those without windows.

26 55. In fact, Plaintiffs VICTOR ARREOLA, SHAWN ATKINSON,
27 JUSTIN BARKER, MARTY CASTLEBERG, LESLIE SHOWS, and MELISSA
28

1 WALKER all had windows in their units, so there would have been
2 no good faith reason for the eviction of these Plaintiffs.

3 56. On information and belief, Defendants 1049 MARKET
4 STREET, LLC; AMY BOGART; HALEY BOGART; JOHN GALL; ROBERT MULLEN;
5 SFOL; and DOES 1 to 10 could have added a light well for nominal
6 cost for tenants without windows.

7 57. Defendants 1049 MARKET STREET, LLC; AMY BOGART; HALEY
8 BOGART; JOHN GALL; ROBERT MULLEN; SFOL; and DOES 1 to 10 evicted
9 Plaintiffs to convert from residential to commercial use to take
10 the units out from under rent control.

11 58. Before Plaintiffs vacated, Mayor Ed Lee and the
12 Department of Building Inspection informed Defendants 1049
13 MARKET STREET, LLC; AMY BOGART; HALEY BOGART; JOHN GALL; ROBERT
14 MULLEN; SFOL; and DOES 1 to 10 that the City and County of San
15 Francisco would not enforce the codes requiring natural light in
16 the units and stated without qualification that the units could
17 remain residential after minor low-cost upgrades were made to
18 some of the units.

19 59. Despite this, Defendants 1049 MARKET STREET, LLC; AMY
20 BOGART; HALEY BOGART; JOHN GALL; ROBERT MULLEN; SFOL; and DOES 1
21 to 10 did not withdraw the eviction notices.

22 60. Defendants 1049 MARKET STREET, LLC; AMY BOGART; HALEY
23 BOGART; JOHN GALL; ROBERT MULLEN; SFOL; and DOES 1 to 10 were
24 required to pull the necessary permits to evict for demolition
25 under San Francisco Rent Ordinance section 37.9(a)(10).

26 However, the City and County of San Francisco suspended the
27 permits and offered to work with Defendants 1049 MARKET STREET,
28 LLC; AMY BOGART; HALEY BOGART; JOHN GALL; ROBERT MULLEN; SFOL;

1 and DOES 1 to 10 to grandfather-in residential code violations
2 relating to natural light.

3 61. Defendants 1049 MARKET STREET, LLC; AMY BOGART; HALEY
4 BOGART; JOHN GALL; ROBERT MULLEN; SFOL; and DOES 1 to 10 again
5 had an opportunity to withdraw the eviction notices, but failed
6 to do so.

7 62. Defendants 1049 MARKET STREET, LLC; AMY BOGART; HALEY
8 BOGART; JOHN GALL; ROBERT MULLEN; SFOL; and DOES 1 to 10 evicted
9 Plaintiffs in bad faith, with ulterior motives and with
10 dishonest intent.

11 FIRST CAUSE OF ACTION FOR NEGLIGENCE BY ALL PLAINTIFFS AGAINST
12 DEFENDANTS 1049 MARKET STREET, LLC; AMY BOGART; HALEY BOGART;
13 TERRY L. BOGART; JOHN GALL; ROBERT MULLEN; SFOL; SHIH HO, INC.;

14 AND DOES 1 THROUGH 10

15 63. Plaintiffs re-allege the preceding paragraphs.

16 64. Defendants 1049 MARKET STREET, LLC; AMY BOGART; HALEY
17 BOGART; TERRY L. BOGART; JOHN GALL; ROBERT MULLEN; SFOL; SHIH
18 HO, INC.; and DOES 1 THROUGH 10 owed a duty of care as landlords
19 and managers of residential property.

20 65. The above-mentioned defendants breached that duty by,
21 among other things, failing to repair the Market Street
22 Property, failing to address noise and security complaints,
23 refusing to properly secure the building, making substandard
24 repairs, and by endeavoring to wrongfully evict Plaintiffs.

25 66. The above-mentioned defendants violated the following
26 state and local laws in failing and refusing to repair the
27 Market Street Property, maintain the Market Street Property in a
28 safe, clean, and habitable condition, and attempting to recover

1 possession of Plaintiffs' rent-controlled units in the Market
2 Street Property, among others:

- 3 a) Civil Code section 1941.1, defining the minimum
4 requirements for a habitable building;
5 b) Health and Safety Code section 17920.3, defining minimum
6 requirements for habitable building;
7 c) San Francisco Administrative Code section 37.9, et seq.
8 and section 37.10B.

9 67. The above-mentioned defendants violated Civil Code
10 section 1942.4 in collecting rent with an outstanding Notice of
11 Violation existed concerning the Subject Property.

12 68. These state laws are designed to protect plaintiffs
13 from the very harm complained about herein. All of these laws
14 were in effect at all relevant times in this complaint.

15 69. The above-mentioned defendants' violations of these
16 laws were a substantial factor in causing harm to Plaintiffs.

17 70. Plaintiffs suffered from serious emotional distress,
18 including anguish, fright, horror, nervousness, grief, anxiety,
19 worry, shock, humiliation, loss of enjoyment of life, and shame.

20 71. The emotional distress suffered by Plaintiffs was
21 sufficiently severe that an ordinary person would have been
22 unable to deal with it.

23 72. As a proximate result of the above-mentioned
24 defendants' breach of their duty, Plaintiffs have suffered from
25 a leasehold worth less than rent paid, property loss, mental
26 injury, bodily and personal injury, medical expenses, cost of
27 repairs, loss of use and enjoyment of their rental apartment,
28 and loss of wages.

1 SECOND CAUSE OF ACTION FOR BREACH OF CONTRACT BY ALL PLAINTIFFS
2 AGAINST ALL OWNER DEFENDANTS

3 73. Plaintiffs re-allege the foregoing paragraphs.

4 74. Plaintiffs each entered into lease agreements with the
5 Owner Defendants and/or the Owner Defendants' successors to the
6 previous owners' interest in the lease.

7 75. The Plaintiffs and Owner Defendants agreed to the
8 terms of each lease agreement.

9 76. Plaintiffs did all of the significant things that the
10 lease required them to do.

11 77. All conditions required by the contract for
12 Defendants' performance occurred.

13 78. Implied in Plaintiffs' written residential lease
14 agreement is an implied warranty of habitability, wherein Owner
15 Defendants promised to inspect and maintain the Market Street
16 Property in a clean, safe, and habitable condition.

17 79. Owner Defendants breached the implied warranty of
18 habitability by failing to inspect and maintain the Market
19 Street Property in a clean, safe, and habitable condition.

20 80. Plaintiffs and/or other building tenants notified
21 Owner Defendants and/or their agents of all the repair issues at
22 the Market Street Property. In addition, Owner Defendants
23 actually knew or could have known with reasonable diligence
24 about all of the repair issues at the Market Street Property.

25 81. Owner Defendants ignored all of these repair issues,
26 failed to repair these issues, or negligently repaired these
27 issues.



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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COMPLAINT

CHAD BENJAMIN POTTER et al VS. 1049 MARKET STREET LLC, A CALIFORNIA
LIMITED et al

001C04378329

Instructions:

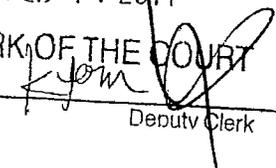
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9 Darren Brown, Ben Cady, Manuel Rodriguez

FILED
San Francisco County Superior Court

FEB 14 2014

CLERK OF THE COURT
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Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 CITY AND COUNTY OF SAN FRANCISCO — UNLIMITED CIVIL JURISDICTION

13 CHAD BENJAMIN POTTER, KARA
14 FLEISHER, PETER TAYLOR, ADAM
15 WOJEWIDKA, JUAN ESCOBEDO,
16 MELISSA BRACERO, KARL HAAS,
17 CHRIS BAKER, CHANDRA REDACK,
MANUEL RODRIGUEZ,

18 Plaintiffs,

19 vs.

20 1049 MARKET STREET LLC, a
California Limited Liability Company, SF
21 OFFICE LOFTS, INC., a Nevada
22 Corporation, and DOES 1 through 50,
inclusive,

23 Defendants.

Case No.

CGC-14-537501

COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF
(LANDLORD-TENANT)

24 Plaintiffs hereby allege as follows:

25 1. Plaintiffs are residential tenants of 1049 Market Street, San Francisco,
26 California (hereinafter the "subject premises"). Plaintiffs are all residents of San Francisco,
27 California.

1 2. Upon information and belief, defendant 1049 Market Street LLC is a California
2 Limited Liability Company. 1049 Market Street LLC became record owner of the subject
3 premises on or around December 28, 2012. Upon information and belief, defendant SF Office
4 Lofts, Inc. is a Nevada Corporation which has forfeited its right to conduct business in
5 California by failing to comply with California's requirements for out-of-state corporations
6 doing business in California. Upon information and belief, S.F. Office Lofts, Inc. leased units,
7 managed and operated the subject premises at all times relevant herein.

8 3. Plaintiffs are ignorant of the true names and capacities of defendants sued herein
9 as Does 1 through 50, inclusive, and therefore sue these defendants by such fictitious names
10 under the provisions of the California Code of Civil Procedure section 474. Plaintiffs will seek
11 leave to amend this complaint to allege their true names and capacities when ascertained.
12 Plaintiffs are informed and believe and thereon allege that each of the fictitiously named
13 defendants is responsible in some manner for the occurrences alleged herein, and that each
14 plaintiff's damages as herein alleged were proximately caused by such occurrences.

15 4. At all times mentioned herein, each of the defendants was the agent of the other
16 defendants and was acting within the course and scope of that agency in undertaking the acts
17 alleged in this Complaint.

18 5. At all times relevant herein, defendants consented to, permitted, and encouraged
19 plaintiffs and all occupants of the subject premises to reside in their units at the subject
20 premises and occupy them as residential occupancies. Therefore plaintiffs' tenancies were at all
21 times subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance,
22 Chapter 37 of the San Francisco Administrative Code, originally enacted June 13, 1979, as
23 amended thereafter (hereinafter, referred to as the "Rent Ordinance").

24 6. Plaintiff Chad Benjamin Potter moved into Unit 101 at the subject premises on
25 or about July 2, 2010 pursuant to a written rental agreement with defendants' predecessor-in-
26 interest. The agreement contains a provision permitting the prevailing party in this litigation to
27 recover reasonable attorney's fees from the losing party. Unit 101 is a loft on the first floor of
28

1 the subject premises, and shares a common bathroom down the hall with the other tenants on
2 the floor. Plaintiff originally paid \$690.00 in rent per month for Unit 101; subsequently his
3 rent has been raised to the current rent of \$738.00 per month plus electrical usage.

4 7. Plaintiff Kara Fleisher moved into Unit 201 at the subject premises on or about
5 September 18, 2004 pursuant to a written rental agreement with defendants' predecessor-in-
6 interest. The agreement contains a provision permitting the prevailing party in this litigation to
7 recover reasonable attorney's fees from the losing party. Unit 201 is a loft on the second floor
8 of the subject premises, and shares a common bathroom down the hall with the other tenants on
9 the floor. Plaintiff originally paid \$675.00 in rent per month for Unit 201; subsequently her rent
10 has been raised to the current rent of \$827.00 per month plus electrical usage.

11 8. Plaintiff Peter Taylor moved into Unit 207 at the subject premises on or about
12 April 11, 2003 pursuant to a written rental agreement with defendants' predecessor in interest.
13 The agreement contains a provision permitting the prevailing party in this litigation to recover
14 reasonable attorney's fees from the losing party. Unit 207 is a loft on the second floor of the
15 subject premises, and shares a common bathroom down the hall with the other tenants on the
16 floor. Plaintiff originally paid \$565.00 in rent per month for Unit 207; subsequently his rent has
17 been raised to the current rent of \$682.00 per month plus electrical usage.

18 9. Plaintiff Adam Wojewidka moved into Unit 208 at the subject premises on or
19 about September 1, 2009 pursuant to a rental agreement with defendants' predecessor-in-
20 interest. The agreement contains a provision permitting the prevailing party in this litigation to
21 recover her reasonable attorney's fees from the losing party. Unit 208 is a loft on the second
22 floor of the subject premises, and shares a common bathroom down the hall with the other
23 tenants on the floor. Plaintiff originally paid \$690.00 in rent per month for Unit 208;
24 subsequently his rent has been raised to the current rent of \$770.00 per month plus electrical
25 usage.

26 10. Plaintiff Juan Escobedo moved in to Unit 301 at the subject premises on or
27 about October 1, 2009 pursuant to an oral agreement with defendants' predecessor-in-interest.
28

1 Thereafter, plaintiff signed a written a written rental agreement with defendants' predecessor-
2 in-interest in May 2012. The agreement contains a provision permitting the prevailing party in
3 this litigation to recover reasonable attorney's fees from the losing party. Unit 301 is a loft on
4 the third floor of the subject premises, and shares a common bathroom down the hall with the
5 other tenants on the floor. Plaintiff originally paid \$650.00 in rent per month for Unit 207, plus
6 electrical usage; subsequently his rent has been raised to the current rent of \$752.00 per month
7 plus electrical usage.

8 11. Plaintiff Melissa Bracero moved into Unit 302 at the subject premises on or
9 about December 8, 2011 pursuant to a written rental agreement with defendants' predecessor-
10 in-interest. The agreement contains a provision permitting the prevailing party in this litigation
11 to recover reasonable attorney's fees from the losing party. Unit 302 is a loft on the third floor
12 of the subject premises, and shares a common bathroom down the hall with the other tenants on
13 the floor. Plaintiff originally paid \$835.00 in rent per month for Unit 302; subsequently her rent
14 has been raised to the current rent of \$863.00 per month plus electrical usage.

15 12. Plaintiff Karl Haas originally moved into Unit 306 at the subject premises on or
16 about March 1, 2006 pursuant to a rental agreement with defendants' predecessor-in-interest.
17 Thereafter, plaintiff moved into Unit 104 at the subject premises on or about June 15, 2011
18 pursuant to a written rental agreement with defendants' predecessor-in-interest. Plaintiff's
19 rental agreement for Unit 104 contains a provision permitting the prevailing party in this
20 litigation to recover reasonable attorney's fees from the losing party. Unit 104 is a loft on the
21 first floor of the subject premises, and shares a common bathroom down the hall with the other
22 tenants on the floor. Plaintiff originally paid \$625.00 in rent per month for Unit 306, and
23 plaintiff originally paid \$825.00 per month for Unit 104. Subsequently, plaintiff's rent for Unit
24 104 has been raised to the current rent of \$868.00 per month plus electrical usage.

25 13. Plaintiff Chris Baker moved into Unit 310 at the subject premises on or about
26 May 11, 2002 pursuant to a written rental agreement with defendants' predecessor-in-interest.
27 The agreement contains a provision permitting the prevailing party in this litigation to recover
28

1 reasonable attorney's fees from the losing party. Unit 310 is a loft on the third floor of the
2 subject premises, and shares a common bathroom down the hall with the other tenants on the
3 floor. Plaintiff originally paid \$690.00 in rent per month for Unit 310; plaintiff's rent fluctuated
4 during the intervening years; and subsequently his rent has been raised to the current rent of
5 \$693.00 per month plus electrical usage.

6 14. Plaintiff Chandra Redack entered into a rental agreement with defendants'
7 predecessor-in-interest in April 2004, and moved into Unit 313 at the subject premises on or
8 about June 1, 2004 pursuant to a written rental agreement with defendants' predecessor-in-
9 interest. The agreement contains a provision permitting the prevailing party in this litigation to
10 recover reasonable attorney's fees from the losing party. Unit 313 is a loft on the third floor of
11 the subject premises, and shares a common bathroom down the hall with the other tenants on
12 the floor. Plaintiff originally paid \$690.00 in rent per month for Unit 313; subsequently her rent
13 has been raised to the current rent of \$817.00 per month plus electrical usage.

14 15. Plaintiff Darren Brown moved into Unit 408 at the subject premises on or about
15 March 5, 1999 pursuant to a written rental agreement with defendants' predecessor-in-interest.
16 Plaintiff's March 1999 rental agreement contains a provision permitting the prevailing party in
17 this litigation to recover reasonable attorney's fees from the losing party. Thereafter, plaintiff
18 retained possession of Unit 408 and entered into a September 1, 2000 written rental agreement
19 with defendants' predecessor-in-interest. Plaintiff's September 2000 rental agreement also
20 contains an attorney's fees provision. Unit 408 is a loft on the fourth floor of the subject
21 premises, and shares a common bathroom down the hall with the other tenants on the floor.
22 Plaintiff originally paid \$615.00 in rent per month for Unit 408; subsequently his rent has been
23 raised to the current rent of \$732.00 per month plus electrical usage.

24 16. Plaintiff Ben Cady moved into Unit 409 at the subject premises in or about
25 September 2006 pursuant to a written rental agreement with defendants' predecessor in
26 interest. The agreement contains a provision permitting the prevailing party in this litigation to
27 recover reasonable attorney's fees from the losing party. Unit 409 is a loft on the fourth floor
28

1 of the subject premises, and shares a common bathroom down the hall with the other tenants on
2 the floor. Plaintiff originally paid \$580.00 rent per month for Unit 409, not including utilities;
3 subsequently his rent has been raised to the current rent of \$718.00 per month plus electrical
4 usage.

5 17. Plaintiff Manuel Rodriguez moved into Unit 414 at the subject premises in or
6 about September 27, 2010 pursuant to a written rental agreement with defendants' predecessor
7 in interest. The agreement contains a provision permitting the prevailing party in this litigation
8 to recover reasonable attorney's fees from the losing party. Unit 414 is a loft on the fourth
9 floor of the subject premises, and shares a common bathroom down the hall with the other
10 tenants on the floor. Plaintiff originally paid \$825.00 rent per month for Unit 414, with an
11 additional \$25.00 for electric utilities; subsequently his rent has been raised to the current rent
12 of \$891.00 per month plus electrical usage.

13 18. Defendants have failed to properly maintain, repair and secure the subject
14 premises at all times relevant herein. Defendants failed to maintain, repair and secure the
15 subject premises despite plaintiffs' oral and written requests for repairs. The conduct,
16 omissions, and substandard conditions described in this complaint are ongoing.

17 FIRST CAUSE OF ACTION

18 BREACH OF THE IMPLIED WARRANTY OF HABITABILITY
19 (AGAINST DEFENDANT 1049 MARKET STREET LLC)

20 19. Plaintiffs re-allege and incorporate by reference the allegations of paragraphs 1
21 through 18 of this Complaint against defendant 1049 Market Street LLC only, as though fully
22 set forth herein.

23 20. At all times relevant to this Complaint, numerous defective living conditions
24 have existed in the subject premises, and many continue to exist. These defective conditions
25 include, but are not limited to:

26 (a) lack of hot water and inadequate water;

27 (b) lack of heat;

28

- 1 (c) insecure and inadequate front door and front door lock that is easily
- 2 compromised;
- 3 (d) broken and inoperable elevator, which even when functioning, does not go to all
- 4 floors;
- 5 (e) drug use by trespassers in the common areas and bathrooms, who pass out in the
- 6 bathrooms and leave behind used syringes and blood stains;
- 7 (f) lack of common area cleaning and maintenance, resulting in trash and filth in
- 8 the common areas, and substandard janitorial and cleaning services at times
- 9 when services are provided;
- 10 (g) lack of cleaning and maintenance in all common area hallways, bathrooms and
- 11 stairwells such that the tenants are required to clean and provide sanitary
- 12 conditions;
- 13 (h) failure to provide on-site building manager or otherwise provide on-site
- 14 management services;
- 15 (i) recurring flooding, malfunctioning refrigerator, and infestation of bedbugs in
- 16 Unit 201;
- 17 (j) failure to address tenants complaints in a timely and competent fashion,
- 18 including but not limited to inadequate lighting and malfunctioning refrigerator
- 19 in Unit 408; and
- 20 (k) Unauthorized entry into plaintiffs' Units in violation of California Civil Code §
- 21 1954.

22 21. The defective conditions stated above constitute violations of state and local
23 housing laws and pose severe health, safety and fire hazards. The defective conditions
24 materially affect plaintiffs' living conditions. Defendants failed to abate all of these violations
25 in a timely manner.

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27 ///

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1 plaintiffs' peaceful possession of the premises. Due to the defendant's failure to provide a
2 secure premises, drugged trespassers have entered the building and threatened plaintiffs, and
3 some plaintiffs have had to escort trespassers out of the building.

4 30. These acts of interference, interruption, deprivation, and disturbance by
5 defendants amount to a breach of the covenant of quiet enjoyment implied in all rental
6 agreements, and codified in California Civil Code section 1927.

7 31. As a direct and proximate result thereof, plaintiffs have suffered and continue to
8 suffer pain, discomfort, annoyance, inconvenience, anxiety, economic loss, loss of use, and
9 mental anguish, all to their detriment in amounts to be determined at trial.

10
11 THIRD CAUSE OF ACTION
12 (NUISANCE)
13 (AGAINST ALL DEFENDANTS)

14 32. Plaintiffs reallege and incorporate the allegations contained in paragraphs 1
15 through 31, of this Complaint against all defendants as though fully set forth herein.

16 33. At all times relevant to this complaint, defendants failed to properly maintain,
17 repair and secure the subject premises with the result that the premises were dangerous and
18 unsafe. The dangerous and defective conditions maintained by defendants at the subject
19 premises were injurious to the plaintiffs' health, offensive to their senses, and an obstruction to
20 their use of the premises so as to constitute a nuisance that deprived plaintiffs of the safe,
21 healthy, and comfortable use and enjoyment of the premises.

22 34. Defendants were required by law to abate these nuisances, but failed to do so.
23 These nuisances continue to exist at the premises. As a direct and proximate result thereof,
24 plaintiffs have suffered and continue to suffer pain, discomfort, annoyance, inconvenience,
25 anxiety, property damage, economic loss and mental anguish, all to their detriment in an
26 amount to be determined at trial.

27 35. The conduct of defendants alleged above was deliberate, willful and malicious.
28 Defendants acted, or failed to act, deliberately and in conscious disregard of the rights and

1 safety of the plaintiffs. By reason thereof, plaintiffs are entitled to punitive damages in an
2 amount to be determined at trial.

3 36. Pursuant to Civil Code section 3479 and Code of Civil Procedure section 731,
4 plaintiffs seek a Court order requiring defendants to abate all nuisances on the premises.

5
6 FOURTH CAUSE OF ACTION

7 (NEGLIGENCE)
8 (AGAINST ALL DEFENDANTS)

9 37. Plaintiffs reallege and incorporate the allegations contained in paragraphs 1
10 through 18, 20-25, 29, 30, 33 and 34 of this Complaint against all defendants as though fully
11 set forth herein.

12 38. By reason of the landlord-tenant relationship between defendants and plaintiffs,
13 defendants owed plaintiffs the duty to exercise reasonable care in the ownership, management
14 and control of their real property. The duty to exercise reasonable care included, but was not
15 limited to, the following duties: the duty to refrain from interfering with plaintiffs' full use and
16 quiet enjoyment of the premises; the duty to comply with all applicable state and local laws
17 governing plaintiffs' rights as tenants; and the duty to maintain the premises in accordance with
18 state and local housing, health and safety codes.

19 39. By the conduct alleged herein, defendants negligently and carelessly
20 maintained, operated and managed the subject premises, and violated the standard of care as set
21 forth above.

22 40. As a direct and proximate result of these breaches of duty by defendants,
23 plaintiffs suffered and continue to suffer, physical pain, anxiety, discomfort, annoyance,
24 distress, inconvenience, economic loss, loss of use and mental anguish, all to their detriment
25 and in an amount to be determined at trial.

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FIFTH CAUSE OF ACTION
(Unfair Business Practices)
(AGAINST ALL DEFENDANTS)

41. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 through 40 of this Complaint, to the extent relevant, as though fully set forth herein.

42. Plaintiffs bring this action under Business & Professions Code Sections 17200 *et seq.* and 17500 *et seq.* as private persons affected by the acts described in this Complaint.

43. At all times relevant herein, defendants were duly authorized to conduct business under the laws of the State of California and of the City and County of San Francisco. In conducting said business, defendants were obligated to comply with the laws of the State of California and the City and County of San Francisco.

44. Plaintiffs allege that it is the regular practice of defendants to ignore and neglect their obligations as landlords, to fail to properly maintain their tenants' rental units and common areas, and to fail to abate substandard and life threatening conditions at their properties, all in violation of the law. By reason of said acts, defendants have engaged in unfair business practices in violation of Business & Professions Code Sections 17200 *et seq.*

45. As a direct and proximate result of said practices, plaintiffs have been and will be damaged. Plaintiffs have suffered and continue to suffer monetary loss as a result of defendants' conduct and omissions.

SIXTH CAUSE OF ACTION
(VIOLATION OF CIVIL CODE SECTION 1940.6)
(AGAINST DEFENDANT 1049 MARKET STREET LLC)

46. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1 through 45 of this Complaint, to the extent relevant, as though fully set forth herein.

47. On or about August 2, 2013, defendant 1049 Market Street LLC applied for and obtained a permit to demolish plaintiffs' residential units from the San Francisco Department of Building Inspection.

1 EIGHTH CAUSE OF ACTION

2 (HARASSMENT – VIOLATION OF SAN FRANCISCO RENT
3 ORDINANCE §37.10B)
4 (AGAINST DEFENDANT 1049 MARKET STREET, LLC)

5 55. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1
6 through 54 of this Complaint against defendant 1049 Market Street LLC as though fully set
7 forth herein.

8 56. From the commencement of its ownership through to the present, defendant has
9 engaged in the conduct described in the paragraph below in bad faith, and in knowing violation
10 and in reckless disregard of San Francisco Rent Ordinance §37.10B.

11 (1) Interrupted and failed to provide housing services required by plaintiffs' rental
12 agreements and by State and local housing, health and safety laws;

13 (2) Failed to perform repairs and maintenance required by plaintiffs' rental
14 agreements and by State and local housing, health and safety laws;

15 (3) Failed to exercise due diligence in completing repairs and maintenance once
16 undertaken;

17 (4) Abused the landlord's right of access into plaintiff's apartments as that right is
18 provided by law;

19 (5) Attempted to influence the plaintiffs to vacate their rental units through
20 intimidation and harassing conduct;

21 (6) Interfered with plaintiffs' right to quiet use and enjoyment of their units;

22 57. These actions of defendant were in bad faith, and done in knowing violation and
23 in reckless disregard of San Francisco Rent Ordinance §37.10B.

24 58. As a direct and proximate result of defendant's conduct, plaintiffs have suffered
25 actual and special damages including but not limited to: fear, discomfort, annoyance,
26 inconvenience, economic loss, and mental anguish, all to their detriment in amounts to be
27 determined at trial.
28

1 59. Pursuant to San Francisco Rent Ordinance §37.10B, plaintiffs are entitled to
2 three times their actual damages, plus reasonable attorneys fees and costs.

3 60. The aforementioned acts of defendant were willful, wanton, malicious, and
4 oppressive, and justify the awarding of exemplary and punitive damages in an amount to be
5 determined by proof at trial.

6 WHEREFORE, PLAINTIFFS PRAY FOR JUDGMENT AS FOLLOWS:

7 1. Under the First Cause of Action:

8 a. General and special damages in an amount to be determined at trial.

9 b. Punitive damages in an amount to be determined at trial.

10 2. Under the Second Cause of Action:

11 a. General and special damages in an amount to be determined at trial.

12 3. Under the Third Cause of Action:

13 a. General and special damages in an amount to be determined at trial.

14 b. Punitive damages in an amount to be determined at trial.

15 c. An order directing defendants to repair all substandard living conditions and
16 abate all nuisances.

17 4. Under the Fourth Cause of Action:

18 a. General and special damages in an amount to be determined at trial.

19 5. Under the Fifth Cause of Action:

20 a. An injunction prohibiting defendants from engaging in unfair business practices.

21 b. Restitution of all money or property acquired by defendants as a result of the
22 unfair business practices.

23 6. Under the Sixth Cause of Action:

24 a. Actual damages in an amount to be determined at trial.

25 b. A civil penalty of \$2,500 per plaintiff.

26 c. Reasonable attorney's fees pursuant to Civil Code Section 1940.6(c)(3).

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7. Under the Seventh Cause of Action:

- a. Actual damages in an amount to be determined at trial.
- b. Restitution of all money acquired by defendants as a result of excessive rent changes.
- c. Reasonable attorneys fees.

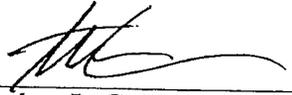
8. Under the Eighth Cause of Action:

- a. Trebled damages in an amount to be determined at trial.
- b. An injunction prohibiting defendant from harassing plaintiffs pursuant to Rent Ordinance § 37.10B.
- c. Reasonable attorneys fees.
- d. Punitive damages in an amount to be determined at trial.

9. Under All Causes of Action:

- a. Costs of suit.
- b. Reasonable attorney's fees for those plaintiffs that have attorney's fees provisions in their rental agreements.
- c. Any other relief as the Court deems just and proper.

Dated: February 14, 2014



Stephen L. Collier
Attorney for Plaintiffs

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

1049 MARKET STREET LLC, a California Limited Liability Company, SF OFFICE LOFTS, INC., a Nevada Corporation, and DOES 1 through 50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CHAD BENJAMIN POTTER, KARA FLEISHER, PETER TAYLOR, ADAM WOJEWIDKA, JUAN ESCOBEDO, MELISSA BRACERO, KARL HAAS, CHRIS BAKER, CHANDRA REDACK, DARREN BROWN, BEN CADY, MANUEL RODRIGUEZ

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

San Francisco Superior Court
400 McAllister Street, San Francisco, CA 94102-4514

CASE NUMBER:
(Número de Caso):

CGC-14-537501

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Stephen L. Collier, Esq., Tenderloin Housing Clinic, Inc., 126 Hyde St., 2nd Fl., San Francisco, CA 94102, (415) 771-9850

DATE: FEB 14 2014 CLERK OF THE COURT

Clerk, by
(Secretario)

[Signature]

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

KEITH D. TOM



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address):
 Stephen L. Collier, Esq., State Bar #124887
 Tenderloin Housing Clinic, Inc.
 126 Hyde Street, 2nd Floor
 San Francisco, California 94102
 TELEPHONE NO.: (415) 771-9850 FAX NO.: (415) 771-1287
 ATTORNEY FOR (Name): Plaintiffs

FOR COURT USE ONLY

FILED
 San Francisco County Superior Court

FEB 14 2014

CLERK OF THE COURT
 BY:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco, California
 STREET ADDRESS: 400 McAllister Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: San Francisco, CA 94102-4514
 BRANCH NAME: Unlimited Civil Jurisdiction

CASE NAME:
 Chad Benjamin Potter, et al. v. 1049 Market Street LLC, et al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:
CGC-14-537501

JUDGE:
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- | | | |
|---|--|---|
| <p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p> | <p>Contract</p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input checked="" type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p> | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p> |
|---|--|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Seven (7)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 14, 2014
 Stephen L. Collier

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ZACKS & FREEDMAN

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BOARD OF SUPERVISORS
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2015 FEB 23 PM 1:39

LU Committee
Committee Clerk
City Attorney File

235 Montgomery Street, Suite 400
San Francisco, California 94104
Telephone (415) 956-8100
Facsimile (415) 288-9755
www.zulpc.com

February 23, 2015

Land Use and Economic Development Committee
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place
City Hall, Room 244
San Francisco, CA 94102

Re: File No. 150087 - Interim Zoning Controls

Dear Members of the Land Use and Economic Development Committee:

This office represents 1049 Market Street, LLC and 1067 Market Street, LLC (“property owners”). File No. 150087 (the “Controls”) targets these clients and their properties, 1049 Market Street and 1067 Market Street, San Francisco, CA (the “properties”). The Controls are designed to deny the property owners any economically viable use of space that cannot legally be put to residential use – space which could otherwise be put to productive use as offices for businesses or nonprofit organizations displaced from elsewhere in SOMA.

The Controls are intended to target the property owners and their properties, but the Controls cannot rightly be applied to them. The Zoning Administrator’s February 2, 2015 Release of Suspension Request makes it clear that the properties’ commercial use has not been abandoned. Moreover, commercial use is ongoing at the properties, including but not limited to live/work use. Therefore, there is no “re-establishment of any commercial use that has been converted to residential use” that could be subject to the Controls. Moreover, the properties’ permits to end the illegal residential use were finally issued well before the Controls were proposed. The property owners have relied on the permits and on the City’s representations, and they have a vested right to complete work under the permits.

We oppose the Controls and submit these comments in advance of the committee hearing thereon.

1. The Controls do not advance a legitimate state interest.
 - a. The purpose of the Controls is to target and punish the property owners for their unpopular but lawful attempt to evict tenants for illegal and unsafe residential use of the properties.
 - b. The Controls acknowledge the need for an exemption for life-safety work, but the Controls only grant such an exemption from the 15-day notice requirement – and *not* the Conditional Use requirement, which is far more time-consuming, burdensome, dilatory, and political.

- c. The Controls attempt to force the property owners to maintain a life-safety hazard despite the Department of Building Inspection's issuance of Notices of Violation to cure that unlawful and hazardous condition.
 - d. No study was completed and no permanent controls were imposed pursuant to the Controls' previous iteration, File. No. 131068/Resolution No. 428-13. This and other noncompliance with Government Code sec. 65858 demonstrates bad faith.
2. The Controls' applicability is unconstitutionally vague.
 - a. It is unclear whether the Conditional Use requirement applies only to permits that are subject to the 15-day notice requirement, or to any permit for the re-establishment of commercial use within the subject area.
 3. The Controls and their environmental determination violate the California Environmental Quality Act ("CEQA").
 - a. The Controls conflict with the General Plan.
 - i. Pursuant to the General Plan, office use is principally permitted within the area covered by the Controls. *See* General Plan, Downtown Land Use and Density Plan, Map 1. The Controls seek to change a principally permitted use to a conditional use and to compel residential use there without consideration of the density of residential uses, floor-area ratio, or any other consideration of environmental impacts or planning.
 - b. The Controls are a Project under CEQA.
 - i. The Controls change zoning classifications and the permissible uses of land.
 4. The Controls conflict with the San Francisco Building Code ("SFBC").
 - a. SFBC Section 109A requires the issuance of a Certificate of Final Completion and Occupancy ("CFCO") prior to any residential use, but the Controls (under the auspices of the Planning Code) seek to compel residential use without the prior issuance of a CFCO.
 - b. The City's processes and procedures for amending the SFBC have not been followed.
 5. The Controls are preempted by the California Building Code.
 - a. California Building Code Section 3408 explicitly authorizes the change of use from a more hazardous classification (e.g., residential) to a less hazardous classification (e.g., commercial).
 - b. California Historical Building Code Section 8-302 explicitly authorizes the return of a historical building to its historical use – in this case, office use.
 - c. The City has not followed the substantive or procedural requirements for deviation from the California Building Code.
 - d. The properties cannot economically be brought into compliance with the California Building Code for residential use. Compelling residential use despite the properties' noncompliance with state law is impermissible under principles of state law preemption.
 6. If applied to the property owners' properties, the Controls would violate their right to due process of law.

- a. The Controls are an attempt to interfere with the Board of Appeals' quasi-judicial proceedings in Appeal No. 15-022.
 - b. The Controls are irrational and are intended to target the property owners.
7. If applied to the properties, the Controls would effect a regulatory taking of private property without compensation.
- a. The property owners cannot charge rent for illegal residential use, and the Controls seek to prevent any other use.
 - b. The properties' illegal residential use cannot be legalized. The cost of the work necessary to meet Building Code requirements for residential use would be greater than the value of the property and would destroy large portions of the property. That work would also necessitate temporary and permanent evictions, which the City seeks to prevent with the Controls.
8. Supervisor Jane Kim has demonstrated a bias against the property owners and should recuse herself from any participation in or involvement with the Controls.
- a. This bias is demonstrated, *inter alia*, by Supervisor Kim's advocacy for the properties' residential occupants and pushing of the Department of Building Inspection to take actions adverse to the property owners, designed to freeze their use of the properties and deny them any economic value therefrom.
9. The Controls seek to unreasonably burden or prevent landowners from going out of the residential rental business, in violation of the state's Ellis Act.

We respectfully request that this committee reject the proposed Controls. If the Controls are enacted, we are prepared to file suit to enforce the property owners' rights.

Very truly yours,

ZACKS & FREEDMAN, P.C.



Ryan J. Patterson

Permits, Complaints and Boiler PTO Inquiry

COMPLAINT DATA SHEET

Complaint Number: 200711850
Owner/Agent: OWNER DATA SUPPRESSED
Owner's Phone: --
Contact Name: --
Contact Phone: --
Complainant: COMPLAINANT DATA SUPPRESSED
Date Filed: 07/10/2007
Location: 1049 MARKET ST
Block: 3703
Lot: 067
Site:
Rating:
Occupancy Code:
Received By: Rosario Ilustre
Division: HIS
Complainant's Phone:
Complaint Source: TELEPHONE
Assigned to Division: BID
Description: RENTING OUT OFFICE SPACES AS RESIDENTIAL IN A COMMERCIAL BUILDING.

Instructions:

INSPECTOR INFORMATION

| DIVISION | INSPECTOR ID | DISTRICT | PRIORITY |
|----------|--------------|----------|----------|
| BID | GREENE | 11273 | UNRATED |

REFERRAL INFORMATION

| DATE | REFERRED BY | TO | COMMENT |
|------------|--------------|-----|---|
| 8/7/2007 | Albert Leong | BID | Investigation revealed all spaces are live/work units (approximately 60 plus). Permit research showed only 6 conversions were permitted. Consultation with Sr. Insp. Karcs, case to be referred to BID. |
| 10/23/2013 | Serena Fung | BID | Return to BID per BIC to district inspector |
| 3/6/2013 | Ying Pei | CES | Sent to Director's Hearing for abatement |

COMPLAINT STATUS AND COMMENTS

| DATE | TYPE | DIV | INSPECTOR | STATUS | COMMENT |
|----------|------------------------------|-----|-----------|-----------------------------|---|
| 07/10/07 | CASE OPENED | HIS | Mansur | CASE RECEIVED | |
| 07/11/07 | HIS INSPECT REQUEST | HIS | Leong | INSPECTION OF PREMISES MADE | Met with building manager, Richard Lane of San Francisco Office Lofts. Mr. Lane said that entire building is Live/Work occupancy group. Additional documentation and research required. |
| 07/17/07 | NONCONFORM USE VIOL | HIS | Leong | PERMIT RESEARCH | Request to records management for records of authorized use and possible change in use to live work occupancy. |
| 08/07/07 | NONCONFORM USE VIOL | HIS | Leong | CASE UPDATE | Investigation revealed all spaces are live/work units (approximately 60 plus). Permit research showed only 6 conversions were permitted. Consultation with Sr. Insp. Karcs, case to be referred to BID. |
| 08/08/07 | OTHER BLDG/HOUSING VIOLATION | BID | Duffy | CASE RECEIVED | |
| 10/25/07 | OTHER BLDG/HOUSING VIOLATION | BID | Duffy | FIRST NOV SENT | |
| 04/21/11 | OTHER BLDG/HOUSING VIOLATION | CES | Duffy | CASE CONTINUED | Permit filed |
| 02/16/13 | OTHER BLDG/HOUSING VIOLATION | BID | Duffy | SECOND NOV SENT | Issued by Robert Power |
| 03/05/13 | OTHER BLDG/HOUSING VIOLATION | BID | Duffy | CASE UPDATE | Copy of 2nd NOV mailed by Certified mail with return receipt |
| 03/06/13 | CASE OPENED | CES | Hinchion | CASE RECEIVED | |

| | | | | | |
|----------|------------------------------|-----|----------|--------------------------------|--|
| 03/06/13 | GENERAL MAINTENANCE | BID | Duffy | REFER TO OTHER DIV | transfer to div CES |
| 08/14/13 | OTHER BLDG/HOUSING VIOLATION | CES | Simas | DIRECTOR HEARING NOTICE POSTED | for 9/24 --continued to 10/1/13--30 day advisement |
| 10/23/13 | OTHER BLDG/HOUSING VIOLATION | BID | Duffy | CASE RETURNED | |
| 10/23/13 | OTHER BLDG/HOUSING VIOLATION | CES | Hinchion | CASE RETURNED | to BID per request- |
| 10/23/13 | GENERAL MAINTENANCE | CES | Hinchion | REFERRED TO OTHER DIV | transfer to div BID |
| 08/25/14 | OTHER BLDG/HOUSING VIOLATION | INS | Greene | CASE CONTINUED | Case continued per DD |

COMPLAINT ACTION BY DIVISION**NOV (HIS):****NOV (BID):**10/25/07
02/16/13Inspector 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.

Contact SFGov Accessibility Policies
City and County of San Francisco ©2000-2009

Permits, Complaints and Boiler PTO Inquiry

COMPLAINT DATA SHEET

Complaint Number: 201313831

Owner/Agent: OWNER DATA SUPPRESSED

Owner's Phone: --

Contact Name: --

Contact Phone: --

Complainant: COMPLAINANT DATA SUPPRESSED

Date Filed: 07/24/2013

Location: 1067 MARKET ST

Block: 3703

Lot: 063

Site:

Rating:

Occupancy Code:

Received By: Gregory Slocum

Division: INS

Complainant's

Phone:

Complaint Source: TELEPHONE

Assigned to

Division: CES

Description: Commercial building being used as residential. No occupancy permits.

Instructions: This complaint was originally filed on 7/19/13 with HIS. It was closed by HIS and referred to BID on 7/23/13. BID received this referral on 7/24/13

INSPECTOR INFORMATION

| DIVISION | INSPECTOR | ID | DISTRICT | PRIORITY |
|----------|-----------|------|----------|----------|
| CES | HINCHION | 1125 | | |

REFERRAL INFORMATION

| DATE | REFERRED BY | TO | COMMENT |
|-----------|-------------|-----|--|
| 10/2/2013 | Ying Pei | CES | Sent to Director's Hearing for abatement |

COMPLAINT STATUS AND COMMENTS

| DATE | TYPE | DIV | INSPECTOR | STATUS | COMMENT |
|----------|------------------------------|-----|-----------|--------------------------------|---|
| 07/24/13 | CASE OPENED | BID | Duffy | CASE RECEIVED | |
| 07/26/13 | OTHER BLDG/HOUSING VIOLATION | CES | Duffy | CASE CONTINUED | Permit research. |
| 08/01/13 | OTHER BLDG/HOUSING VIOLATION | CES | Duffy | CASE CONTINUED | Multi unit building. Left message with complainant. |
| 08/23/13 | OTHER BLDG/HOUSING VIOLATION | INS | Duffy | CASE UPDATE | First NOV processed by GPS |
| 08/23/13 | OTHER BLDG/HOUSING VIOLATION | INS | Duffy | FIRST NOV SENT | First NOV issued by DD |
| 09/30/13 | OTHER BLDG/HOUSING VIOLATION | INS | Duffy | SECOND NOV SENT | 2nd NOV issued by Inspector D. Duffy |
| 09/30/13 | OTHER BLDG/HOUSING VIOLATION | INS | Duffy | REFER TO DIRECTOR'S HEARING | Referred to CES by Inspector -- mst |
| 10/01/13 | OTHER BLDG/HOUSING VIOLATION | INS | Duffy | CASE UPDATE | Mailed copy of 2nd NOV -- mst |
| 10/02/13 | GENERAL MAINTENANCE | BID | Duffy | REFERRED TO OTHER DIV | transfer to div CES |
| 10/03/13 | CASE OPENED | CES | Hinchion | CASE RECEIVED | |
| 10/28/13 | ILLEG CNVRN/# UNITS | CES | Therault | CASE UPDATE | 1 month monitoring fee due to date. |
| 01/13/14 | ILLEG CNVRN/# UNITS | CES | Therault | REFER TO DIRECTOR'S HEARING | No permits to comply. Permit needs to state change of use from offices to residential, or to remove illegal conversion and construction with out permits. |
| 02/06/14 | ILLEG CNVRN/# UNITS | CES | Mather | DIRECTOR HEARING NOTICE POSTED | posted |
| 03/04/14 | ILLEG CNVRN/# UNITS | CES | Mather | CASE CONTINUED | to 4/8/14 |
| 04/08/14 | ILLEG CNVRN/# UNITS | CES | Mather | ADVISEMENT | 30 days to 5/8/14 |
| | | | | DIRECTOR HEARING | |

Department of Building Inspection

| | | | | | |
|----------|----------------------|-----|--------|---------------------------------|--|
| 05/01/14 | 3G CNVRSN/# UNITS | CES | Mather | HEARL NOTICE POSTED | |
| 05/16/14 | ILLEG CNVRSN/# UNITS | CES | Mather | ORDER OF ABATEMENT ISSUED | |
| 05/27/14 | ILLEG CNVRSN/# UNITS | CES | Mather | ORDER OF ABATEMENT ISSUED | |
| 05/30/14 | ILLEG CNVRSN/# UNITS | CES | Mather | ASSESSMENTS DUE | from 10/28/13 to 5/28/14 seven months @ \$52. |
| 06/03/14 | ILLEG CNVRSN/# UNITS | CES | Mather | ORDER OF ABATEMENT POSTED | |

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

08/23/13
09/30/13

Inspector Contact Information

Online Permit and Complaint Tracking home page.

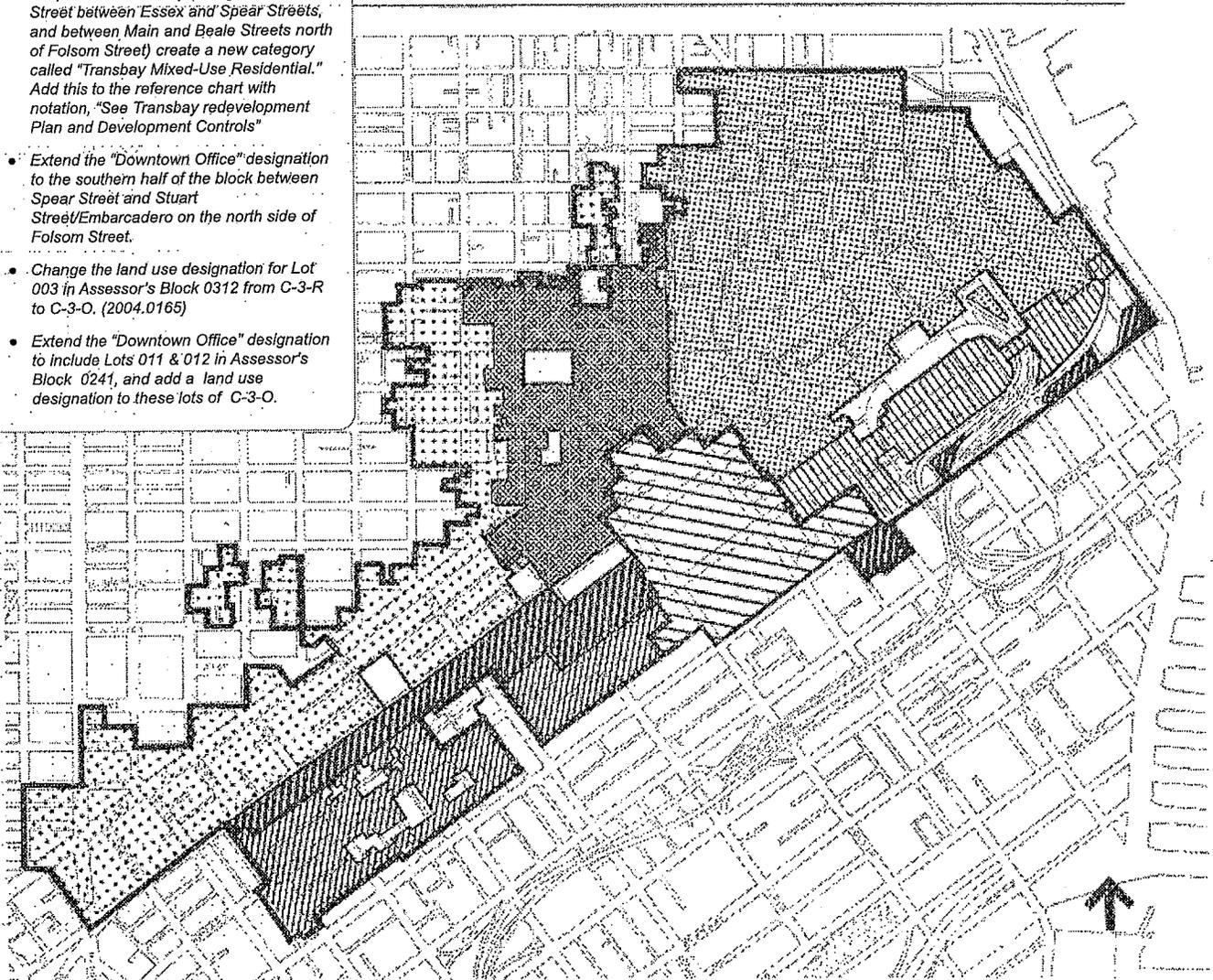
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MAP TO BE EDITED

- For public parcels on former freeway ramps in the Transbay (along Folsom Street between Essex and Spear Streets, and between Main and Beale Streets north of Folsom Street) create a new category called "Transbay Mixed-Use Residential." Add this to the reference chart with notation, "See Transbay redevelopment Plan and Development Controls"
- Extend the "Downtown Office" designation to the southern half of the block between Spear Street and Stuart Street/Embarcadero on the north side of Folsom Street.
- Change the land use designation for Lot 003 in Assessor's Block 0312 from C-3-R to C-3-O. (2004.0165)
- Extend the "Downtown Office" designation to include Lots 011 & 012 in Assessor's Block 0241, and add a land use designation to these lots of C-3-O.



DOWNTOWN LAND USE AND DENSITY PLAN

0 400FT
Map 1

| Predominant Commercial Use Type | Building Commercial Intensity Density* Height | Appropriate Zoning District |
|---|---|-----------------------------|
| Downtown Office | FAR 9:1 | C-3-O |
| Downtown Office | 6:1 | C-3-O (SD) |
| Downtown Retail | 6:1 | C-3-R |
| Downtown General Commercial | 6:1 | C-3-G |
| Downtown Service | 5:1 | C-3-S |
| Downtown Service, Industrial Housing Conservation | 2:1 office, 5:1 other | C-3-S (SU) |
| Mixed Use | See Yerba Buena Center Redevelopment Plan | |

*Unused FAR may be transferred from preservation sites to development sites up to a maximum FAR of 18:1 in the C-3-O and C-3-O (SD) districts and up to one and one half times the basic FAR in the C-3-R, C-3-G and C-3-S districts. See Preservation of the Past Chapter.

NOTE: The notations shown in italics represent recent amendments to the General Plan. This map is intended only as a temporary placeholder, and will be replaced by final maps illustrating these amendments in graphic form.

EXISTING STRUCTURES

SECTION 3408 CHANGE OF OCCUPANCY

3408.1 Conformance. No change shall be made in the use or occupancy of any building that would place the building in a different division of the same group of occupancies or in a different group of occupancies, unless such building is made to comply with the requirements of this code for such division or group of occupancies. Subject to the approval of the building official, the use or occupancy of existing buildings shall be permitted to be changed and the building is allowed to be occupied for purposes in other groups without conforming to all the requirements of this code for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.

3408.2 Certificate of occupancy. A certificate of occupancy shall be issued where it has been determined that the requirements for the new occupancy classification have been met.

3408.3 Stairways. Existing stairways in an existing structure shall not be required to comply with the requirements of a new stairway as outlined in Section 1009 where the existing space and construction will not allow a reduction in pitch or slope.

3408.4 Seismic. When a change of occupancy results in a structure being reclassified to a higher risk category, the structure shall conform to the seismic requirements for a new structure of the higher risk category.

Exceptions:

1. Specific seismic detailing requirements of Section 1613 for a new structure shall not be required to be met where the seismic performance is shown to be equivalent to that of a new structure. A demonstration of equivalence shall consider the regularity, overstrength, redundancy and ductility of the structure.
2. When a change of use results in a structure being reclassified from Risk Category I or II to Risk Category III and the structure is located where the seismic coefficient, S_{DS} , is less than 0.33, compliance with the seismic requirements of Section 1613 are not required.

SECTION 3409 HISTORIC BUILDINGS

[DSA-AC] For applications listed in Section 1.9.1 regulated by the Division of the State Architect-Access Compliance for Qualified Historical Buildings, see California Code of Regulations, Title 24, Part 8 (California Historical Building Code).

3409.1 Historic buildings. The provisions of this code relating to the construction, repair, alteration, addition, restoration and movement of structures, and change of occupancy shall not be mandatory for historic buildings where such buildings are judged by the building official to not constitute a distinct life safety hazard.

3409.2 Flood hazard areas. Within flood hazard areas established in accordance with Section 1612.3, where the work pro-

posed constitutes substantial improvement as defined in Section 1612.2, the building shall be brought into compliance with Section 1612.

Exception: Historic buildings that are:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places;
2. Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district; or
3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

SECTION 3410 MOVED STRUCTURES

3410.1 Conformance. Structures moved into or within the jurisdiction shall comply with the provisions of this code for new structures.

Exception: *[HCD 1 & HCD 2] After July 1, 1978, local ordinances or regulations for moved apartment houses and dwellings shall permit the retention of existing materials and methods of construction, provided the apartment house or dwelling complies with the building standards for foundations applicable to new construction and does not become or continue to be a substandard building. For additional information, see Health and Safety Code Section 17958.9.*

SECTION 3411 ACCESSIBILITY FOR EXISTING BUILDINGS

3411.1 Scope. The provisions of Sections 3411.1 through 3411.9 apply to maintenance, change of occupancy, additions and alterations to existing buildings, including those identified as historic buildings.

3411.2 Maintenance of facilities. A facility that is constructed or altered to be accessible shall be maintained accessible during occupancy.

3411.3 Extent of application. An alteration of an existing facility shall not impose a requirement for greater accessibility than that which would be required for new construction. Alterations shall not reduce or have the effect of reducing accessibility of a facility or portion of a facility.

3411.4 Change of occupancy. Existing buildings that undergo a change of group or occupancy shall comply with this section.

Exception: Type B dwelling units or sleeping units required by Section 1107 of this code are not required to be provided in existing buildings and facilities undergoing a change of occupancy in conjunction with alterations where the work

CHAPTER 8-3 USE AND OCCUPANCY

SECTION 8-301 PURPOSE AND SCOPE

8-301.1 Purpose. The purpose of the CHBC is to provide regulations for the determination of occupancy classifications and conditions of use for qualified historical buildings or properties.

8-301.2 Scope. Every qualified historical building or property for which a permit or approval has been requested shall be classified prior to permit issuance according to its use or the character of its occupancy in accordance with the regular code and applicable provisions of this chapter.

SECTION 8-302 GENERAL

8-302.1 Existing use. The use or character of occupancy of a qualified historical building or property, or portion thereof, shall be permitted to continue in use regardless of any period of time in which it may have remained unoccupied or in other uses, provided such building or property otherwise conforms to all applicable requirements of the CHBC.

8-302.2 Change in occupancy. The use or character of the occupancy of a qualified historical building or property may be changed from or returned to its historical use or character, provided the qualified historical building or property conforms to the requirements applicable to the new use or character of occupancy as set forth in the CHBC. Such change in occupancy shall not mandate conformance with new construction requirements as set forth in regular code.

8-302.3 Occupancy separations. Required occupancy separations of more than one hour may be reduced to one-hour fire-resistive construction with all openings protected by not less than three-fourths-hour fire-resistive assemblies of the self-closing or automatic-closing type when the building is provided with an automatic sprinkler system throughout the entire building in accordance with Section 8-410.4. Doors equipped with automatic-closing devices shall be of a type which will function upon activation of a device which responds to products of combustion other than heat.

Required occupancy separations of one hour may be omitted when the building is provided with an automatic sprinkler system throughout.

8-302.4 Maximum floor area. Regardless of the use or character of occupancy, the area of a one-story qualified historical building or property may have, but shall not exceed, a floor area of 15,000 square feet (1393.5 m²) unless such an increase is otherwise permitted in regular code. Multistory qualified historical buildings (including basements and cellars) shall be in accordance with regular code requirements.

Exception: Historical buildings may be unlimited in floor area without fire-resistive area separation walls:

1. When provided with an automatic sprinkler, or
2. Residential occupancies of two stories or less when provided with a complete fire alarm and annunciation system and where the exiting system conforms to regular code.

8-302.5 Maximum height. The maximum height and number of stories of a qualified historical building or property shall not be limited because of construction type, provided such height or number of stories does not exceed that of its historical design.

8-302.5.1 High-rise buildings. Occupancies B, F-1, F-2 or S in high-rise buildings with floors located more than 75 feet above the lowest floor level having building access may be permitted with only the stories over 75 feet provided with an automatic fire sprinkler system if:

1. The building construction type and the exits conform to regular code, and
2. A complete building fire alarm and annunciation system is installed, and
3. A fire barrier is provided between the sprinklered and nonsprinklered floors.

8-302.6 Fire-resistive construction. See Chapter 8-4.

8-302.7 Light and ventilation. Existing provisions for light and ventilation which do not, in the opinion of the enforcing agency, constitute a safety hazard may remain. See Section 8-303.6 for residential requirements. See Section 8-503 for Escape or Rescue Windows and Doors.

SECTION 8-303 RESIDENTIAL OCCUPANCIES

8-303.1 Purpose. The purpose of this section is to provide regulations for those buildings designated as qualified historical buildings or properties and classified as occupancies. The CHBC requires enforcing agencies to accept any reasonably equivalent to the regular code when dealing with qualified historical buildings and properties.

8-303.2 Intent. The intent of the CHBC is to preserve the integrity of qualified historical buildings and properties while maintaining a reasonable degree of protection of life, health and safety for the occupants.

8-303.3 Application and scope. The provisions of this section shall apply to all qualified historical buildings used for human habitation. Those dwelling units intended only for display, or public use with no residential use involved, need not comply with the requirements of this section.

[Print](#)

San Francisco Building Inspection Commission (BIC) Codes

**SECTION 109A – CERTIFICATE OF OCCUPANCY; AMENDED
CERTIFICATE OF OCCUPANCY FOR EXISTING BUILDING**

109A.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of final completion and occupancy or an amended certificate of final completion and occupancy therefor as provided herein, or otherwise has been approved for use by the Department of Building Inspection.

Issuance of a certificate of final completion and occupancy or an amended certificate of final completion and occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. It shall be the duty of the Police Department, when called upon by the Building Official, to enforce this provision.

109A.2 Change in Occupancy or Use. Changes in the character or use of a building shall not be made except as specified in Section 3408 of this code. A certificate of final completion and occupancy shall be required for changes in use or occupancy as set forth in Section 3408, except for Group R-1 and R-2 Occupancies; Group R-1 and R-2 occupancies shall be subject to the requirements of Sections 109A.7 and 109A.8.

109A.3 Certificate Issued. The Building Official shall issue certificates of final completion And Occupancy for buildings or structures erected or enlarged; for each change in occupancy classification in any building, structure or portion thereof; and for buildings or structures seismically upgraded in accordance with the provisions of this code. An Amended certificate of final completion and occupancy shall be issued for an existing building where there is an increase in the number of legal dwelling units resulting in a change of occupancy. The amended certificate of occupancy shall indicate the date the first certificate of occupancy and any subsequent certificates of occupancy for the building or structure were issued. If there is no original certificate of occupancy, the amended certificate of occupancy shall refer to the date of initial construction on file in the records of the Department. The provisions of this section shall not be available for use in RH-1 or RH-1(D) zoning districts, nor shall it apply to any residential dwelling that is inconsistent with existing law.

EXCEPTION: For Group R-1 and R-2 Occupancies, see Sections 109A.7 and 109A.8.

109A.4 Temporary Certificate. Temporary certificates of occupancy may be issued if the Building Official finds that no substantial hazard will result from occupancy of any building, or portion thereof, before the same is completed and satisfactory evidence is submitted that the work could not have been completed prior to occupancy. The request for such temporary certificate shall be in writing, and no occupancy of the building shall be made until such certificate is issued. Such temporary certificate shall be valid for a period not to exceed 12 months, unless an extension of time is approved by the Building Official. See Section 110A, Table 1A-G – Inspections, Surveys and Reports – for applicable fee.

109A.5 Posting. No requirements.

109A.6 Revocation. The building official may, in writing, suspend or revoke a certificate of occupancy or an amended certificate of occupancy issued under the provisions of this code whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

109A.7 Certificate or Amended Certificate of Final Completion and Occupancy, Group R-1 and R-2 Occupancy. Before the Department may issue a certificate of final completion and occupancy for a newly-erected building or structure, an amended certificate of final completion and occupancy for an existing building pursuant to Section 109A.3, or Apartment House/Hotel License, a written report of compliance with applicable codes, standards and regulations and any conditions of approval to the building, structure or property shall be obtained from those agencies having jurisdiction. An amended certificate of final completion and occupancy issued for changes to an existing building shall indicate the date the first certificate of occupancy and any subsequent certificates of occupancy for the building or structure were issued. If there is no original certificate of occupancy, the amended certificate of occupancy shall refer to the date of initial construction on file in the records of the Department.

Where any permit for the building, structure or property was appealed to the Board of Appeals and the Board imposed conditions on appeal, the Department may not issue a certificate of final completion and occupancy, an amended certificate of final completion and occupancy, or apartment house/hotel license until it determines that the conditions have been met. A copy of the certificate of final completion and occupancy or amended certificate of final completion and occupancy shall be forwarded to the Board of Appeals.

109A.8 Group R-1 and R-2 Occupancy, Apartment House/Hotel License. A license shall be required for every Group R-1 and R-2 occupancy structure. The license shall be obtained by paying the necessary fees as set forth in Section 110A, Table 1A-P – apartment house and hotel license fees.

The apartment house/hotel license is not transferable, and a new license must be applied for by the new owner within 30 days of change of ownership.

The apartment house/hotel license shall not be construed as authority to violate, cancel, alter or set aside any of the provisions or requirements of any laws or ordinances of the City and County of San Francisco, nor shall such issuance thereafter prevent requiring corrections of errors or of violations of any applicable law or ordinance of the City and County of San Francisco.

1 [Interim Zoning - Building Permits for Commercial Buildings Uses in an Area Bounded by
2 Market, Second, Brannan, Division, and South Van Ness Streets]

3
4 **Resolution imposing interim zoning controls to require that for a 12-month period, in**
5 **the area bounded by Market Street from Van Ness Street east to 5th Street on the north**
6 **side and east to 2nd Street on the south side, 2nd Street south to Brannan Street,**
7 **Brannan Street west to Division Street, and South Van Ness Street north to Market**
8 **Street: certain building permits for any commercial buildings with some commercial**
9 **use shall require the posting of a notice and a 15-day delay in starting the work, and**
10 **the re-establishment of a commercial use that has been converted to residential use**
11 **shall require Planning Commission approval through either an authorization under**
12 **Planning Code, Section 320 et seq., or a conditional use authorization; and making**
13 **environmental findings, and a determination of consistency with the eight priority**
14 **policies of Planning Code, Section 101.1.**

15
16 WHEREAS, Planning Code Section 306.7 provides for the imposition of interim zoning
17 controls to accomplish several objectives, including preservation of areas of mixed residential
18 and commercial uses and preservation of the City's rental housing stock; and,

19 WHEREAS, Planning Code Section 320 provides that the creation of 25,000 square
20 feet or more of additional office space shall be subject to the office cap and other
21 requirements of Section 320 et seq. ("Proposition M"); and,

22 WHEREAS, Proposition M defines "preexisting office space" as "office space used
23 primarily and continuously for office use and not accessory to any use other than office use for
24
25

1 five years prior to Planning Commission approval of an office development project which
2 office use was fully legal under the terms of San Francisco law"; and,

3 WHEREAS, There is evidence that preexisting office space has been abandoned and
4 converted to residential use in multiple buildings in the area of San Francisco bounded by
5 Market Street from Van Ness Street east to 5th Street on the north side and to 2nd Street on
6 the south side, 2nd Street south to Brannan Street, Brannan Street west to Division Street,
7 and South Van Ness north to Market; and

8 WHEREAS, Under the Planning Code, reestablishment of an office use that has been
9 abandoned for five years is considered a new office use subject to Planning Commission
10 Proposition M authorization, payment of associated development impact fees, and other
11 applicable requirements of the Planning Code; and,

12 WHEREAS, This Board wants to control the removal of existing residential uses in
13 commercial spaces and re-establishment of office uses until such time as the Planning
14 Department can propose permanent legislation; and,

15 WHEREAS, This Board has considered the impact on the public health, safety, peace,
16 and general welfare if the proposed interim controls are not imposed; and,

17 WHEREAS, This Board has determined that the public interest will best be served by
18 imposition of these interim controls at this time in order to ensure that the legislative scheme
19 which may ultimately be adopted is not undermined during the planning and legislative
20 process for permanent controls; and,

21 WHEREAS, The Planning Department has determined that the actions contemplated in
22 this Resolution are in compliance with the California Environmental Quality Act (California
23 Public Resources Code sections 21000 et seq.). Said determination is on file with the Clerk of
24 the Board of Supervisors in File No. 131068 and is incorporated herein by reference; now,
25 therefore, be it

1 RESOLVED, That pursuant to Planning Code Section 306.7, the Board of Supervisors
2 by this Resolution hereby requires that during the pendency of these interim controls certain
3 building permits for ~~commercial~~ any buildings with some commercial use in the area of San
4 Francisco bounded by Market Street from Van Ness Street east to 5th Street on the north side
5 and to 2nd Street on the south side, 2nd Street south to Brannan Street, Brannan Street west
6 to Division Street, and South Van Ness Street north to Market Street shall require a notice to
7 be posted the day of permit issuance in a conspicuous location on the ground floor of the
8 building for the work specified below; and, be it

9 FURTHER RESOLVED, That if a posted notice is required it shall meet the
10 requirements of the Planning and Building Departments and at a minimum shall state in plain
11 language and in multiple languages the following information: "The building permit described
12 below has been issued by the City and County of San Francisco. It is the City's understanding
13 that no one lives in this building. If you or someone you know lives in this building and may be
14 displaced by this work, please call the following number prior to the expected construction
15 start date on _____;" and, be it

16 FURTHER RESOLVED, That if a posted notice is required, work under the issued
17 permit may not start until the expiration of 15 days from permit issuance and posting of the
18 notice; and, be it

19 FURTHER RESOLVED, That the building permits that are subject to the posted notice
20 and 15-day hold requirements are for: Structural or architectural work above the ground floor
21 in the interior of a any commercial building with some commercial use that obtained its first
22 certificate of occupancy ~~was built~~ prior to 1979, is valued at \$15,000 or more, and requires the
23 submittal of floor plans; and, be it

1 FURTHER RESOLVED, That the following building permits are exempt from the
2 posted notice and 15-day hold requirements: Permits to address a life/safety issue, and
3 permits for weather protection, accessibility upgrades, and dry rot repair; and, be it

4 FURTHER RESOLVED, That during the pendency of these interim controls, the re-
5 establishment of any commercial use that has been converted to residential use shall require
6 Planning Commission approval through ~~either a Proposition M authorization~~ a conditional use
7 and, if triggered by Planning Code Section 322, a Proposition M authorization ~~or a conditional~~
8 ~~use~~; and, be it

9 FURTHER RESOLVED, That these interim controls shall remain in effect for twelve
10 (12) months unless further extended or until the adoption of permanent legislation, whichever
11 shall first occur; and, be it

12 FURTHER RESOLVED, That these interim controls are not in conflict with and hence
13 are consistent with the Priority Policies of Planning Code Section 101.1.

14 APPROVED AS TO FORM:
15 DENNIS J. HERRERA, City Attorney

16 By: 
17 JUDITH A. BOYAJIAN
18 Deputy City Attorney

19 n:\egana\as2013\1400202\00888536.doc



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 131068

Date Passed: December 10, 2013

Resolution imposing interim zoning controls to require that, for a 12-month period, in the area bounded by Market Street from Van Ness Street east to 5th Street on the north side and east to 2nd Street on the south side, 2nd Street south to Brannan Street, Brannan Street west to Division Street, and South Van Ness Street north to Market Street: certain building permits for any buildings with some commercial use shall require the posting of a notice and a 15-day delay in starting the work, and the re-establishment of a commercial use that has been converted to residential use shall require Planning Commission approval through either an authorization under Planning Code, Section 320 et seq., or a conditional use authorization; and making environmental findings, and a determination of consistency with the eight priority policies of Planning Code, Section 101.1.

November 25, 2013 Land Use and Economic Development Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

November 25, 2013 Land Use and Economic Development Committee - RECOMMENDED AS AMENDED

December 10, 2013 Board of Supervisors - AMENDED

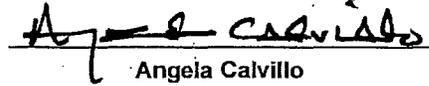
Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

December 10, 2013 Board of Supervisors - ADOPTED AS AMENDED

Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 131068

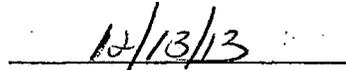
I hereby certify that the foregoing
Resolution was ADOPTED AS AMENDED on
12/10/2013 by the Board of Supervisors of
the City and County of San Francisco.



Angela Calvillo
Clerk of the Board



Mayor



Date Approved

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

NOTICE OF PUBLIC HEARING

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO LAND USE AND ECONOMIC DEVELOPMENT COMMITTEE

NOTICE IS HEREBY GIVEN THAT the Land Use and Economic Development Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

Date: Monday, February 23, 2015

Time: 1:30 p.m.

Location: Legislative Chamber, Room 250, located at City Hall
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

Subject: File No. 150087. Resolution imposing interim zoning controls to require that for a 12-month period, in the area bounded by Market Street from Van Ness Avenue east to 5th Street on the north side, and east to 2nd Street on the south side, 2nd Street south to Brannan Street, Brannan Street west to Division Street, and South Van Ness Avenue north to Market Street, certain building permits for any building with some commercial use shall require the posting of a notice and a 15-day delay in starting the work, and the re-establishment of a commercial use that has been converted to residential use shall require Planning Commission approval through either an authorization under Planning Code, Section 320, et seq., or a conditional use authorization; and making environmental findings and a determination of consistency with the eight priority policies of Planning Code, Section 101.1.

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made as part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, February 20, 2015.

A handwritten signature in black ink, appearing to read "Angela Calvillo".

Angela Calvillo, Clerk of the Board

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SAN FRANCISCO PUBLIC NOTICES

STATEMENT OF ABANDONMENT OF USE OF FICTITIOUS BUSINESS NAME. The registrant listed below has abandoned the use of the fictitious business name: JO JO'S CAFE, 1537 Ocean Avenue, San Francisco, CA 94112. The fictitious business name was filed in the County of San Francisco under File #963031 on 09/09/2014. This business was conducted by an individual. Signed by Ricky Lee Dated: 01/08/2015 by Morgan Jaldon, Deputy County Clerk. Jan 23, 30 Feb 6, 13, 2015

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Examiner Classifieds 1-866-733-7053

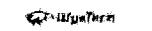
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Public Notices

GOVERNMENT

ADVERTISEMENT FOR BIDS CITY & COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

Contract No. 26053 (ID No. FCE15073) AS-NEEDED CURB RAMP CONSTRUCTION FOR PAVING PROGRAM NO. 2

Sealed bids will be received at 1155 Market Street, 4th Floor, San Francisco, California 94103 until 2:30 p.m. on March 18, 2015, after Section 01 31 33 for more details. A bid may be rejected if the City determines that any of the bid item prices are materially unbalanced to the potential detriment of the City.

ADVERTISMENT FOR BIDS CITY & COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS Contract No. 26053 (ID No. FCE15073) AS-NEEDED CURB RAMP CONSTRUCTION FOR PAVING PROGRAM NO. 2

On July 1, 2014, the registration of the California Labor Code went into effect. The program requires that all contractors and subcontractors who bid or work on a public works project register and pay an annual fee to the California Department of Industrial Relations ("DIR").

Public Notices

Effective March 4, 2015, no contractor or subcontractor may be listed in a bid for a public works project unless registered with the DIR as required by Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

ADVERTISMENT FOR BIDS CITY & COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS Contract No. 26053 (ID No. FCE15073) AS-NEEDED CURB RAMP CONSTRUCTION FOR PAVING PROGRAM NO. 2

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Public Notices

Surety Bond Program, call Jennifer Elmore at (415) 217-6578. A corporate surety bond or certified check for ten percent (10%) of the amount bid must accompany each bid.

ADVERTISMENT FOR BIDS CITY & COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS Contract No. 26053 (ID No. FCE15073) AS-NEEDED CURB RAMP CONSTRUCTION FOR PAVING PROGRAM NO. 2

On July 1, 2014, the registration of the California Labor Code went into effect. The program requires that all contractors and subcontractors who bid or work on a public works project register and pay an annual fee to the California Department of Industrial Relations ("DIR").

Public Notices

to the date of Bid opening, provide written notice to the Contract Administration Division, Department of Public Works, setting forth with specificity the grounds for the objection.

ADVERTISEMENT FOR BIDS CITY & COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

Sealed bids will be received at 1155 Market Street, 4th Floor, San Francisco, California 94103 until 2:30 p.m. on March 25, 2015, after which they will be publicly opened and read. Digital files of Bid Documents, Plan Holders Lists, and Addenda may be downloaded at no cost from the Department of Public Works (DPW) Electronic Bid Documents Download site at www.sfdpw.org/biddocs.

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Exception: Bidders who demonstrate that their total LBE participation exceeds the above subcontracting goal by 25% will not be required to meet the good faith efforts requirements.

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Rights Commission as being in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code within two weeks after notification of award.

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Public Notices

approval through either an authorization under Planning Code, Section 320, et seq., or a conditional use authorization and making environmental findings and a determination of consistency with the eight priority policies of Planning Code, Section 101.1, in accordance with Administrative Code, Section 87.7-1, persons to the city prior to the time the hearing begins.

ADVERTISEMENT FOR BIDS CITY & COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

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Member, Board of Supervisors
District 10



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SAN FRANCISCO

2015 FEB 24 AM 11:58

ll

MALIA COHEN
馬莉亞郭嫻

DATE: February 24, 2015

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Malia Cohen
Chairperson

RE: Land Use and Economic Development Committee
COMMITTEE REPORT

Pursuant to Board Rule 4.20, as Chair of the Land Use and Economic Development Committee, I have deemed the following matter is of an urgent nature and request it be considered by the full Board on March 3, 2015, as a Committee Report:

150087 Interim Zoning Controls - Building Permits for Commercial Uses in an Area Bounded by Market, 2nd, Brannan, and Division Streets, and South Van Ness Avenue

Resolution imposing interim zoning controls to require that for a 12-month period, in the area bounded by Market Street from Van Ness Avenue east to 5th Street on the north side, and east to 2nd Street on the south side, 2nd Street south to Brannan Street, Brannan Street west to Division Street, and South Van Ness Avenue north to Market Street, certain building permits for any building with some commercial use shall require the posting of a notice and a 15-day delay in starting the work, and the re-establishment of a commercial use that has been converted to residential use shall require Planning Commission approval through either an authorization under Planning Code, Section 320, et seq., or a conditional use authorization; and making environmental findings and a determination of consistency with the eight priority policies of Planning Code, Section 101.1.

This matter will be heard for the second time in the Land Use and Economic Development Committee on March 2, 2015, at 1:30 p.m.

Sincerely,

A handwritten signature in cursive script that reads "Malia".

Malia Cohen
Member, Board of Supervisors

President, District 5
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-7450
Fax No. 554-7454
TDD/TTY No. 544-5227

*orig. file Comm.
Clerk, BOS-11,
Aides, COB, Leg.
Dep.*

London Breed

PRESIDENTIAL ACTION

Date: 2/18/15
To: Angela Calvillo, Clerk of the Board of Supervisors

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2015 FEB 18 AM 11:45

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)
File No. 150087 Kim
(Primary Sponsor)
Title. Interim Zoning Controls - Building Permits for

Transferring (Board Rule No. 3.3)
File No. _____
(Primary Sponsor)
Title. _____

From: _____ Committee
To: _____ Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)
Supervisor _____
Replacing Supervisor _____
For: _____ Meeting
(Date) (Committee)

London Breed, President
Board of Supervisors

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

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2015 JAN 27 9:43
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or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Reactivate File No. []
- 10. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

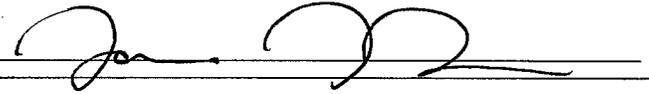
Supervisor Jane Kim

Subject:

Interim Zoning - Building Permits for Commercial Uses in an Area Bounded by Market, Second, Brannan, Division, and South Van Ness Streets

The text is listed below or attached:

See attached.

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

150087