



Date Filed:

BOARD OF APPEALS

JUL 08 2019

APPEAL # JR@
610 Clipper St.

City & County of San Francisco
BOARD OF APPEALS

JURISDICTION REQUEST

Date of request: July 08, 2019.

Dave Cunningham, (requestor(s)) hereby seeks a new appeal period for the following departmental action: **ISSUANCE of Site Permit No. 2016/12/22/5671S** by **Department of Building Inspection**, issued to: **610 Clipper LLC**, for property at **610 Clipper Street**, that was issued or became effective on **November 08, 2018**, and for which the appeal period ended at close of business on **November 23, 2018**.

Your **Jurisdiction Request** will be considered by the Board of Appeals on Wednesday, **July 31, 2019** at **5:00 p.m. City Hall, Room 416**, One Dr. Carlton B. Goodlett Place.

Pursuant to Article V, § 10 of the Board Rules, the **RESPONSE** to the written request for jurisdiction must be submitted by the permit, variance, or determination holder(s) and/or department(s) no later than **10 days from the date of filing, on or before July 18, 2019**, and must not exceed 6 pages in length (double-spaced), with unlimited exhibits. An original and 10 copies shall be submitted to the Board office with additional copies delivered to the opposing parties the same day.

You or your representative **MUST** be present at the hearing. It is the general practice of the Board that only up to three minutes of testimony from the requestor, the permit holder, and the department(s) will be allowed. Your testimony should focus on the reason(s) you did not file on time, and why the Board should allow a late filing in your situation.

Based upon the evidence submitted and the testimony, the Board will make a decision to either grant or deny your Jurisdiction Request. Four votes are necessary to grant jurisdiction. If your request is denied, an appeal may not be filed and the decision of the department(s) is final. If your request is granted, **a new five (5) day appeal period shall be created which ends on the following Monday**, and an appeal may be filed during this time.

Please Print:

Name: Dave Cunningham
Address: 610 Clipper St, Apt 15
Phone: 415. 244. 4779
Email: dave@davecunninghamst.com

Dave
Signature of Requestor or Agent

OFFICIAL COPY

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

SITE PERMIT DEC 22 2016 THIS APPLICATION SUBMITTED FOR SITE PERMIT ONLY. NO WORK MAY BE STARTED UNTIL CONSTRUCTION PLANS HAVE BEEN APPROVED. Add Unit per Ordinance No. 162-16 SFUSD

BLDG. FORM 3/8 APPLICATION NUMBER 2016.12.22.5671

APPROVED FOR ISSUANCE JUL 18 2018

APPROVED Dept. of Building Insp. PCP FEE

APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS

CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF BUILDING INSPECTION OF SAN FRANCISCO FOR PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS SUBMITTED HERewith AND ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE HEREINAFTER SET FORTH.

FORM 3 OTHER AGENCIES REVIEW REQUIRED FORM 8 OVER-THE-COUNTER ISSUANCE 2 NUMBER OF PLAN SETS

DO NOT WRITE ABOVE THIS LINE

DATE FILED 12/22/2016 FILING FEE RECEIPT NO. 16128781 (1) STREET ADDRESS OF JOB 610 CLIPPER STREET BLOCK & LOT 6944/020 PERMIT NO. 480933 ISSUED NOV 08 2018 (2A) ESTIMATED COST OF JOB 4532,641 (2B) REVISED COST BY LM \$679,031 DATE 5-3-18

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING (4A) TYPE OF CONSTR. VB (5A) NO. OF STORIES OF OCCUPANCY: 4 (6A) NO. OF BASEMENTS AND CELLARS: 0 (7A) PRESENT USE: RESIDENTIAL APT (8A) OCCUR. CLASS R-2 (9A) NO. OF DWELLING UNITS: 1921 DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION (4) TYPE OF CONSTR. VB (5) NO. OF STORIES OF OCCUPANCY: 4 (6) NO. OF BASEMENTS AND CELLARS: 0 (7) PROPOSED USE (LEGAL USE) RESIDENTIAL APT (8) OCCUR. CLASS R-2 (9) NO. OF DWELLING UNITS: 27 (10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? NO (11) WILL STREET SPACE BE USED DURING CONSTRUCTION? YES (12) ELECTRICAL WORK TO BE PERFORMED? YES (13) PLUMBING WORK TO BE PERFORMED? YES (14) GENERAL CONTRACTOR OWNER BUILDER ADDRESS 600 CALIFORNIA ST ZIP 94109 PHONE 415 347 8600 CALIF. LIC. NO. 415 935 4134 EXPIRATION DATE (15) OWNER - LESSEE (CROSS OUT ONE) VERITAS LLC ADDRESS 600 CALIFORNIA ST ZIP 94109 BTRC# PHONE (FOR CONTACT BY DEPT.) 415 347 8600 (16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)

ADDITION OF SIX NEW DWELLING UNITS TO BE BUILT WITHIN THE EXISTING ENVELOPE OF THE BUILDING PER ORDINANCE 162-16

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING? YES NO (18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT (19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING? YES NO (20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA SQ. FT. (21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED? YES NO (22) WILL BUILDING EXTEND BEYOND PROPERTY LINE? YES NO (23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN) YES NO (24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? YES NO (25) ARCHITECT OR ENGINEER (DESIGN OR CONSTRUCTION) ANGELA MATT ARCHITECTS ADDRESS 4104 24TH ST #409, SF, CA 94114 CALIF. CERTIFICATE NO. 32167 (26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN")

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code. No portion of building or structure or scaffolding used during construction is to be closer than 6" to any wire containing more than 750 volts. See Sec 395, California Penal Code. Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site. Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown, revised drawings showing correct grade lines, cuts and fills, and complete details of retaining walls and wall footings must be submitted to this department for approval. ANY STIPULATION REQUIRED HEREIN OR BY CODE MAY BE APPEALED. BUILDINGS NOT TO BE OCCUPIED UNTIL CERTIFICATE OF FINAL COMPLETION IS POSTED ON THE BUILDING OR PERMIT OF OCCUPANCY GRANTED, WHEN REQUIRED. APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED. SEPARATE PERMITS ARE REQUIRED IF ANSWER IS "YES" TO ANY OF ABOVE QUESTIONS (10) (11) (12) (13) (22) OR (24). THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED. In dwellings, all insulating materials must have a clearance of not less than two inches from all electrical wires or equipment.

NOTICE TO APPLICANT

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

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have worker's compensation coverage under (I) or (II) designated below, or shall indicate item (III), (IV), or (V), whichever is applicable. If however item (V) is checked, item (IV) must be checked as well. Mark the appropriate method of compliance below.

- I hereby affirm under penalty of perjury one of the following declarations: () I. I have and will maintain a certificate of consent to self-insure for worker's compensation, as provided by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. () II. I have and will maintain worker's compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My worker's compensation insurance carrier and policy number are: Carrier: Policy Number: () III. The cost of the work to be done is \$100 or less. () IV. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the worker's compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the worker's compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3806 of the Labor Code, that the permit herein applied for shall be deemed revoked. () V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the worker's compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with the Central Permit Bureau.

CHECK APPROPRIATE BOX OWNER LESSEE CONTRACTOR ARCHITECT AGENT ENGINEER

APPLICANT'S CERTIFICATION

I HEREBY CERTIFY AND AGREE THAT IF A PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED IN THIS APPLICATION, ALL THE PROVISIONS OF THE PERMIT AND ALL LAWS AND ORDINANCES THERETO WILL BE READ WITH.

Signature of Applicant or Agent Date 12/22/2016

OFFICE COPY

BOARD OF APPEALS

JUL 08 2019

APPEAL # JR@610 Clipper St.

CONDITIONS AND STIPULATIONS

REFER TO: DEPARTMENT OF BUILDING INSPECTION

APPROVED:

Liam McCarthy, DBI

MAY 03 2018

BUILDING INSPECTOR, DEPT. OF BLDG. INSP.

DATE: REASON:

APPROVED: APPROVED ADDITION OF (6) ADUS AT FIRST & SECOND FLOOR. (N) WINDOWS + CH BOOPS. LANDSCAPING AT GROUND LEVEL FOR UNITS

2/1/2018

6/28/19

DEPARTMENT OF CITY PLANNING

NOTIFIED MR. DATE: REASON:

APPROVED: FACING DRIVEWAY PERMITTED CONSTRUCTION PLANS.

Tom Henry, FIRE DEPT. PLAN CHECKER

BUREAU OF FIRE PREVENTION & PUBLIC SAFETY

NOTIFIED MR. DATE: REASON:

APPROVED:



MECHANICAL ENGINEER, DEPT. OF BLDG. INSPECTION

NOTIFIED MR. DATE: REASON:

APPROVED:

By: Rashed/Dennis, SFPW/BSM

CIVIL ENGINEER, DEPT. OF BLDG. INSPECTION

DATE: REASON:

APPROVED:

SFPW/BSM SIGN OFF ON JOB CARD REQUIRED PRIOR TO DEMONAL CALL (415) 554-7149 TO SCHEDULE

By: Clinton Chov, SFPW/BSM

BUREAU OF ENGINEERING

NOTIFIED MR. DATE: REASON:

APPROVED:



DEPARTMENT OF PUBLIC HEALTH

NOTIFIED MR. DATE: REASON:

APPROVED:

SFPUC Kendrick Wong 3/12/18 3/18

REDEVELOPMENT AGENCY

NOTIFIED MR. DATE: REASON:

APPROVED:

Legal use per CFC # 201506098450 No. of units 21 Flrs. of Occ. 4

HOUSING INSPECTION DIVISION

DEC 22 2016

NOTIFIED MR. DATE: REASON:

NOTIFIED MR.

I agree to comply with all conditions or stipulations of the various bureaus or departments noted on this application, and attached statements of conditions or stipulations, which are hereby made a part of this application.

Number of attachments

OWNER'S AUTHORIZED AGENT

HOLD SECTION - NOTE DATES AND NAMES OF ALL PERSONS NOTIFIED DURING PROCESSING

July 8, 2019

Department of Building Inspection
1650 Mission Street, 3rd Floor
San Francisco, CA 94103

BOARD OF APPEALS

JUL 08 2019

APPEAL # JK @
610 Clipper St.

RE: Jurisdiction Request re: Application # 201612225671, 610 Clipper Street, San Francisco

Owners of 610 – 660 Clipper Street:

Veritas Investments,
DBA 610-660 Clipper I1, LLC

Property Managers for 610-660 Clipper Street:

Greentree Property Management
724 Pine Street
San Francisco, CA 94108
residentrelations@greentreepmco.com

Dear Sirs or Madam:

Thank you for taking the time to hear my Jurisdiction Request. My name is Dave Cunningham. My tenancy and Parking License Agreement at 610 Clipper Street #15 began on 9/1/10 (see attached copy of parking agreement). I paid a separate rental fee for garage parking every month since my occupancy as well as annual rent increases every year on the parking starting on 10/1/11 (see attached annual rent increases on parking). The parking for 610 and 660 Clipper Street is open carport style parking under both buildings with one entrance for both buildings on Douglass Street. The garage door is on Douglass Street between 25th Street and Clipper Street and is commercial metal rollup style that opens with remote control clicker. The parking is open but under the buildings and secured behind the rollup door on Douglass so the general public cannot just walk up to cars parked behind the buildings. There are locked interior doors at the parking level that take you up to the building's lobby areas from the parking area.

The owners of the buildings closed the garage for required seismic retrofit work from 6/1/15 – 3/1/16 and I parked on the street during this time. I received a parking credit from the owners for the loss of my parking for the above period.

On 11/30/15, Robert Goldman from Greentree Property Management, sent tenants at 610 Clipper Street a letter regarding a delay in completion of the retrofit project and said, "Unfortunately, we also learned that the building could lose between three and five parking spaces in the process." (see attached letter) He said they would offer incentives to any resident who volunteers to permanently give up his or her parking space.

On 2/16/16 I received another letter from Greentree (see attached) saying the garage parking would be available to those of us with parking on 3/1/16 and again saying that they were offering incentives to any resident who volunteered to permanently give up his or her parking space.

A little over a year later I received another letter from Greentree Property Management dated 5/22/17 stating that “..we have near future plans to do some required seismic improvements to your building, and we are currently offering incentives to any resident who volunteers to permanently give us his or her parking space.” (see attached copy) I found this strange since the complete seismic retrofit had been completed at 610-660 Clipper the year before on 3/1/16.

On 5/31/17 Ali Gooding from Greentree Property Management Company sent me an email (see attached) asking if I received the letter regarding my parking and said their offer was “very lucrative” and they wanted to get 2 spaces back from my building. Again, I thought this was odd since there were more than 2 spaces empty at the time (only 2 or 3 other people parking behind 610 Clipper Street and 5 or 6 spots available).

On 6/6/17 Ali Gooding from Greentree Property Management Company sent me another letter (see attached) asking me again about giving up my parking.

On 6/28/17 Ali Gooding from Greentree Property Management Company sent me an email (see attached) about giving up my parking and offering me \$3,500 cash plus one year paid street parking permit or a rent credit to give my parking up. I immediately replied that I was not interested and Ali Gooding emailed me again on 6/28/17 (see attached) saying to let them know if I changed my mind because their ““project” can’t move forward unless they obtain 2 parking spaces.” (There was no explanation of what they meant by “project” and never did they mention the conversion of parking to ADU, they only said “seismic” and “project”). This made no sense to me because there are at least 10 – 15 or more empty parking spaces in the back parking area sitting empty and several parking spaces being used as storage/filled with junk.

Two years went by with no notification from the owners or Greentree as to their intentions for the conversion of the parking behind 610 and 660 Clipper into ADU units.

I then recently discovered that there were 2 permits pulled for 610 and 660 Clipper to turn the parking spaces into ADU units. It looks like the initial plans were filed with the Department of Building Inspection on 12/22/16 and have since been approved without any notification or opportunity to appeal by those affected in 610 and 660 Clipper. I called the Department of Building Inspection and they said the permits showed the entire rear parking area being turned into residential units and that my appeal period had passed.

On 6/18/19 I texted the onsite building super for 610-660 Clipper Street, Tony Harkins, asking if he knew if the owners were planning to turn the parking into living spaces. He responded saying “The owner is considering options for that space, including potentially converting the space into apartments.”

I am formally requesting an opportunity to appeal the permit/plans for 610 Clipper Street since they impact me directly and I was not only never notified of these plans but was misled by the owners and property managers as to their intent regarding my leased/rent controlled parking. I spoke to an attorney and the Rent Board and they both said, “Landlords are required to have a “just cause” reason to remove or sever specified housing services from a tenancy, including parking and storage.” They advised me to request an opportunity to object to these permits as I was never notified or given an opportunity to object during the required notification period.

Attached, please find correspondence from Greentree Property Management regarding the parking and seismic retrofit garage closure. I am also including correspondence regarding my annual rent increases on my parking for every year since the inception of my tenancy at 610 Clipper Street #15 as well as the initial parking lease for my garage parking space.

My garage parking is very important to me. One of the main reasons I rented this particular apartment almost ten years ago was because it had off street/secure garage parking. This is even more important to me today because car break-ins have become an epidemic in San Francisco over the last couple of years and there have been a rash of car windows smashed right outside our building on both Douglass and Clipper Streets. One day recently I took my dog out for a walk and there were 5 or 6 cars in a row on Clipper right in front of our building with all their windows smashed overnight. Also, street parking outside of the building has become more difficult as there is ongoing construction on Clipper between Douglass and Diamond Heights Boulevard and more people parking on the street than when I first rented my apartment in 2010. I need a car for my job and need garage parking.

I understand the city's desire to add housing stock and don't have any objection to the Owners making the vacant parking behind 610 and 660 Clipper into ADU units, in fact most of the garage is vacant currently. I do request that the owners of 610-660 Clipper Street honor my parking lease and rent controlled garage parking that I have had for almost 10 years and amend their plans for ADU units to keep a small garage/parking area behind the building near the rollup gate on Douglass for myself and any others that currently have garage parking. I am not interested in selling my rights to my parking, I would like to keep my parking in the garage and do not believe that converting the garage into ADU units qualifies as "just cause" to take away my parking in the garage.

Very truly yours,

A handwritten signature in cursive script that reads "Dave" followed by a long, sweeping horizontal line.

Dave Cunningham
610 Clipper St #15
San Francisco, CA 94114
Cell (voice/text) 415.244.4779
dave@davecunninghamsf.com

Exhibits

- I. San Francisco Tenants Union – Tenants Rights Handbook Chapter 6 re: Parking and Storage Services
Rent Board Topic No. 256: Parking and Storage Spaces as Housing Services
- II. Correspondence from Greentree Property Management to me re: my garage parking and seismic retrofit of 610-660 Clipper Street.
- III. History of rent increases (including parking/garage rent increases) for every year that I have lived at 610 Clipper Street #15.
- IV. Copy of my Original Parking License Agreement

Exhibit I

San Francisco Tenants Union – Tenants Rights Handbook Chapter 6 re: Parking and Storage Services

Rent Board Topic No. 256: Parking and Storage Spaces as Housing Services



was not reasonable to have a successful petition for decrease in services. In one such case, the court ruled against the landlord for tearing out existing facilities and leaving them in a dilapidated, unsafe, and unusable condition for years at a time while no construction whatsoever took place. (*Ocean Park Associates v. Santa Monica Rent Control Bd.* ((2004) 114 Cal. App. 4th 1050))

Parking and Storage Services

The San Francisco Rent Ordinance establishes that parking and storage spaces provided in connection with a residential rental unit cannot be severed from a tenancy without “just cause,” except for temporary seismic work required by Building Code Chapter 34B. (SF Administrative Code § 37.2(r) See the section “San Francisco Rent Ordinance Evictions” in *Chapter 12: Eviction Defenses* for more information on “just cause.”) Any reduction that is allowed by just cause should have a corresponding decrease in rent. For loss of these services due to Building Code Chapter 34B, tenants will not be entitled to a rent reduction, but are entitled to compensation or substitute housing service. A landlord may not remove a tenant’s garage without “just cause” just as she could not remove the bedroom, even if the severance is accompanied by a rent reduction.

Any severance allowed by just cause will have a corresponding decrease in rent. For example, a garage was furnished with the unit when the tenant moved in for no specific amount separate from the rent. If the landlord demolishes the garage because it is unsafe, the Rent Board will order a reduction in the tenant’s rent in the amount of the value at time the tenant first rented the garage with the allowable annual increases. If the tenant acquired the parking or storage room *after* the beginning of the tenancy and no money or consideration was paid to the owner—in other words, the service was provided for free—then no rent reduction will be granted if the service is removed.

A parking or storage space in the same building as the residential unit but on a separate rental agreement becomes part of the rent for purposes of calculating the annual rent increase allowed under the Rent Ordinance. (See *Chapter 7: Rent Increases.*) Even when the parking or storage space is rented after the inception of the tenancy, the additional amount paid for the service shall be added to the tenant’s base rent. The anniversary date for the annual rent increase stays the same as before the parking or storage space was added, even if the tenant has not had the parking or storage space for an entire year. The rental of a garage by a tenant who does not live in the building is not covered by the Rent Ordinance and restrictions may apply. (SF Planning Code § 204.5)

Failure to Repair and Maintain Petitions

“Failure to Repair and Maintain” petitions apply only when you receive notice of a rent increase. If your landlord has neglected requested normal repair, replacement or maintenance *required* by law, you may file a “Failure to Repair and Maintain” petition for a denial of any proposed rent increase except for certified capital

improvements, rehabilitation and energy conservation.

In order to block the increase in whole or in part, you must file this petition within sixty days of receipt of the rent increase notice and you must be able to prove that the problems were *substantial* violations of the law. Lack of heat would be grounds to stop a rent increase, but a broken (but not unsafe) oven would probably not qualify.

You should write letters to the landlord requesting the repairs (keep copies and mail with a certificate of mailing, which is different from certified mail, or, even better, send the letter with a delivery confirmation). If the repairs are not made, request an inspection from the Department of Building Inspection (DBI) and get a copy of the DBI report or Notice of Violation (NOV). An NOV is usually required.

In the petition, provide copies of your letters to the landlord and the NOV. The Rent Board will typically dismiss tenant’s oral notice to the landlord as inadequate and—no matter how serious the repair obviously is—dismiss the tenant’s unsubstantiated claim that the repair is required by law. In addition, the petition must be accompanied by a copy of the notice of rent increase, a statement of the nature and extent of the necessary repairs and maintenance, together with the supporting documentation (SF Administrative Code § 37.8(b)(2), SF Rent Board Rules and Regulations § 10.11)

While this petition is pending, you should pay the demanded rent increase to protect yourself from eviction for nonpayment of rent. If the petition is granted, the Administrative Law Judge will order repayment of the rent increase and issue a list of needed repairs. If the landlord makes the repairs, then she can give the rent increase. The tenant’s anniversary date is not affected by the postponement of the increase; it remains the effective date of the notice of the rent increase.

At the hearing the tenant must prove that the work was required by law, that the landlord was notified of the problem(s), and failed to perform the necessary work. The Rent Board can defer the rent increase until repairs are satisfactorily made. If the tenant petition is granted, any excess rent paid by the tenant between the effective date of the rent increase and the decision by the Rent Board judge must be refunded to the tenant.

A tenant can file both a “Decrease in Housing Services” petition and a “Failure to Repair and Maintain” petition, but only if the failure to repair and maintain results in a substantial decrease in housing services. (SF Rent Board Rules and Regulations § 10.10) Since a tenant petition for “Failure to Repair and Maintain” must

Visit our [new website SF.gov](http://www.sfrb.org)

Rent Board

Topic No. 256: Parking and Storage Spaces as Housing Services

Landlords are required to have a "just cause" reason to remove or sever specified housing services from a tenancy, including parking and storage. Once parking or storage is taken away by the landlord, the tenant is entitled to a corresponding rent reduction. The tenant or landlord may file a petition with the Rent Board to determine the amount of the rent reduction.

If the parking or storage space is taken away and the parties had previously agreed to an amount for the service, the tenant would generally be entitled to the agreed-upon amount plus allowable annual increases since the amount was set. If there was no agreed-upon amount for the service, the amount of the rent reduction will depend on the facts of each case. The parties may present evidence of parking or storage rates in the same neighborhood at the time the tenant first rented the parking or storage space, the replacement value of the parking or storage space, and what the landlord charges other tenants for the same service.

If the parking or storage space is provided to the tenant after the inception of the tenancy and the tenant does not pay any additional rent for the service, no rent reduction will be granted upon removal of the service. Also, if the tenant rents a parking or storage space in a building but does not live there, and the parking or storage space is not rented in connection with the use or occupancy of the tenant's rental unit, such a rental is a commercial transaction that is not covered by the Rent Ordinance.

The additional amount paid for the parking or storage space is considered part of the tenant's base rent. This is true whether or not the rent for the parking or storage space is paid separately from the rent for the unit. Even when the parking or storage space is rented after the inception of the tenancy, the additional amount paid for the service shall be added to the tenant's base rent. The anniversary date for the annual rent increase also stays the same, even if the tenant has not had the additional service for an entire year.

To receive a copy of the Tenant or Landlord Petition form, you can fax it to yourself through our Fax Back system by calling (415)252-4660 or visit our website at www.sfrb.org. The forms are also available at our office.

October 2008

Español 中文

Exhibit II

**Correspondence from Greentree Property
Management to me re: my garage parking
and seismic retrofit of 610-660 Clipper Street**

To: Ali Gooding <AGooding@greentreepmco.com>

Hi Ali. I'm not interested in giving up my parking space. Thanks.

Dave.

[Quoted text hidden]

Ali Gooding <AGooding@greentreepmco.com>

Wed, Jun 28, 2017 at 10:12 AM

To: Dave Cunningham <dave@davecunninghamsf.com>

Hi Dave,

Thanks for your reply, I appreciate your time. If you change your mind please let me know as our project can't move forward unless we obtain two spaces back from current parkers.

Ali

[Quoted text hidden]

ZEPHYR
REAL ESTATE

Dave Cunningham <dave@davecunninghamsf.com>

Reaching out

3 messages

Ali Gooding <AGooding@greentreepmco.com>

Wed, Jun 28, 2017 at 10:06 AM

To: "dave@davecunninghamsf.com" <dave@davecunninghamsf.com>

Hi Dave,

Would love to have an opportunity to chat with you briefly about buying out your parking space. We need two spaces in your building, I have two other people very interested and this is why I want to speak with you. The first two that accept are the ones that would receive this, it is first come, first served. We have a very good offer on the table which can be taken as rent credits or a cash buy-out. We would also pay your permit parking for one year.

It is my understanding there is ample street parking in your area so finding alternate parking won't be a problem. I am offering either \$3,500 as a cash-buy-out plus one year paid street parking permit, or the equivalent in rent credits.

Look forward to hearing back from you.

Thanks,

Ali

Ali Gooding

Greentree Property Management

600 California Street, 19th Floor

San Francisco, CA 94108

415-738-2304 agooding@greentreepmco.com

415-366-8433 fax

The logo for Greentree property management features the word "greentree" in a bold, lowercase, sans-serif font. A stylized green leaf icon is positioned to the left of the "g". Below "greentree", the words "property management" are written in a smaller, lowercase, sans-serif font.

Dave Cunningham <dave@davecunninghamsf.com>

Wed, Jun 28, 2017 at 10:10 AM



June 6, 2017

David Cunningham
610 Clipper, #15
San Francisco, CA 94114

Dear David,

As a reminder, we recently sent you a letter regarding parking space buy-outs. Don't miss out on this awesome opportunity to either have rent credits or a very fair cash buy-out. Maybe you have a trip you are planning for or would like to take, have bills you'd like to pay off, or just do something nice for yourself. Give me a call or email me so we can discuss in detail.

As always, our mission is to preserve and maintain the integrity of our classic San Francisco buildings, provide modern conveniences, and plan for future improvements with a high regard for safety and tenant satisfaction.

If you are interested in being compensated for releasing your assigned parking space, please contact me, Ali Gooding at 415-738-2304 or agooding@greentreepmco.com. I look forward to telling you more about this limited first come - first served opportunity. Don't hesitate to reach out with any questions you may have.

Please note we have done some research and find that there is ample parking very near to your residence. There is also City of San Francisco street permit parking available in your area for a small annual fee.

We appreciate your ongoing support while we work towards continued improvements!

Sincerely,


Ali Gooding
Greentree Property Management

ZEPHYR
REAL ESTATE

Dave Cunningham <dave@davecunninghamsf.com>

Parking

1 message

Ali Gooding <AGooding@greentreepmco.com>

Wed, May 31, 2017 at 8:59 AM

To: "dave@davecunninghamsf.com" <dave@davecunninghamsf.com>

Hi David,

Wondering if you received my letter (see attached) regarding a possible buy-out of your parking space. Our offer is very lucrative and we would be interested in gaining back two spaces from your building.

Let me know if you would like to chat.

Thanks,

Ali

Ali Gooding

Greentree Property Management

600 California Street, 19th Floor

San Francisco, CA 94108

415-738-2304 agooding@greentreepmco.com

415-366-8433 fax

The logo for Greentree Property Management features a stylized green leaf icon to the left of the word "greentree" in a bold, lowercase sans-serif font. Below "greentree" is the phrase "property management" in a smaller, lowercase sans-serif font.



buyout letter David Cunningham 610 Clipper.docx
518K



May 22, 2017

David Cunningham
610 Clipper
San Francisco, CA 94114

Dear David,

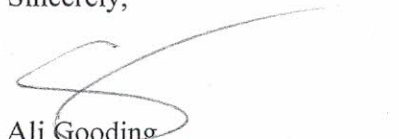
Greentree Property Management's mission is to preserve and maintain the integrity of our classic San Francisco buildings, provide modern conveniences, and plan for future improvements with a high regard for safety and tenant satisfaction.

To that regard, we have near future plans to do some required seismic improvements in your building, and we are currently offering incentives to any resident who volunteers to permanently give up his or her parking space. If you are interested in being compensated for releasing your assigned parking space, please contact me, Ali Gooding at 415-738-2304 or agooding@greentreepmco.com. I look forward to telling you more about this limited first come first serve opportunity or answering your questions.

Please note we have done some research and find that there is ample parking very near to your residence. There is also City of San Francisco street permit parking available in your area for a small annual fee.

We appreciate your ongoing support while we work towards continued improvements!

Sincerely,



Ali Gooding
Greentree Property Management



600 California Street, 19th Floor
San Francisco, CA 94108

February 16, 2016

David Cunningham
610 Clipper, Unit #15
San Francisco, CA 94114

Re: Parking Spaces

Dear David,

Greentree Property Management's mission is to preserve and maintain the integrity of our classic San Francisco buildings, while providing modern conveniences and implementing the latest safety standards. To that end, we thank you for your support as we completed the seismic retrofit of your building. We appreciate your patience regarding the construction noise and the inconvenience on daily life at the building.

Parking stalls are scheduled to be ready March 1, 2016. Please contact Tony Harkins at 415-377-7571 to reactivate your remote and to receive your, new randomly assigned, stall number.

As we continue our capital improvement efforts at the building, *we are offering incentives to any resident who volunteers to permanently give up his or her parking space.* If you are interested in releasing your assigned parking space, please talk with Tony Harkins.

We appreciate your ongoing support!

Greentree Property Management



November 30, 2015

Resident of:
610 Clipper Street, Unit #15
San Francisco, CA 94114

RE: Update: Seismic Retrofit at 610/660 Clipper Street

Dear Residents,

Greentree Property Management's mission is to preserve and maintain the integrity of our classic San Francisco buildings, while providing modern conveniences and implementing the latest safety standards. To that end, we thank you for your support as we continue the seismic retrofit of your building. We appreciate your patience regarding the construction noise, and will strive to mitigate the inconvenience in whatever way we can.

During a recent progress review, our soft story contractor informed us of a delayed scheduled date of completion of April 30, 2016. Unfortunately, we also learned that the building could lose between three and five parking spaces in the process.

In order to offset the loss, *we are offering incentives to any resident who volunteers to permanently give up his or her parking space.* If you are interested in releasing your assigned parking space, please contact me, Robert Goldman, at: rg@greentreepmco.com.

Finally, a word about our Capital Improvement plans for 2016. Having installed a new roof, our ongoing agenda includes, at a minimum, new siding, improved landscaping and new windows. While in the short term, there will be some noise disruption and inconvenience, ultimately, the result will be a seismically safer, more energy efficient building with high quality upgrades throughout.

We appreciate your ongoing support!

Robert Goldman
Regional Property Manager
Greentree Property Management

****Please see the back of this notice for the Department of Building Inspection's permitted hours of construction and regulations regarding construction noise. ****



June 1, 2015

David Cunningham
610 Clipper Street Unit 15
San Francisco, CA 94114

RE: **One-Time Rent Credit**

Dear Resident(s),

THIS AGREEMENT is entered into this 1st day of June, 2015 by and between 610-660 Clipper II, LLC, hereinafter referred to as "Owner," and **David Cunningham**, hereinafter referred to as "Resident" on the terms, covenants and conditions set forth herein.

Resident currently rents, uses and occupies the premises commonly known as **610 Clipper Street Unit #15**, San Francisco, California 94114.

Owner hereby agrees Resident will receive a one-time rent credit in the sum of **\$917.70** for the temporary severance of specified housing services, parking within the property, during mandatory seismic work required by building code.

Resident hereby waives each and every cause of action, claims, demands, obligations, promises, acts, agreements, costs, expenses arising out of this specific incident which he or she might have against Owner, its agents, representatives, contractors and workmen, whether known or unknown, or arising out of an express or implied contract of any kind or nature, included, but not limited to, any causes of action arising out of, or in any way connected with, or resulting from the repairs at the Premises that are subject of this Agreement, whether in law, equity or otherwise.

The undersigned Resident acknowledges having read the above Agreement in its entirety, agree to all of its provisions and acknowledged receipt of a copy of this Agreement.

RESIDENT:

David Cunningham

DocuSigned by:
(Print Name) David Cunningham

(Signature) 78001D0B032A469...
6/4/2015 2015

DATE

OWNER: 610-660 Clipper II, LLC, by:

(Print Name)

(Signature) _____ 2015

DATE



June 1, 2015

David Cunningham
610 Clipper Street Unit 15
San Francisco, CA 94114

RE: **One-Time Rent Credit**

Dear Resident(s),

THIS AGREEMENT is entered into this 1st day of June, 2015 by and between 610-660 Clipper II, LLC, hereinafter referred to as "Owner," and **David Cunningham**, hereinafter referred to as "Resident" on the terms, covenants and conditions set forth herein.

Resident currently rents, uses and occupies the premises commonly known as **610 Clipper Street Unit #15**, San Francisco, California 94114.

Owner hereby agrees Resident will receive a one-time rent credit in the sum of **\$917.70** for the temporary severance of specified housing services, parking within the property, during mandatory seismic work required by building code.

Resident hereby waives each and every cause of action, claims, demands, obligations, promises, acts, agreements, costs, expenses arising out of this specific incident which he or she might have against Owner, its agents, representatives, contractors and workmen, whether known or unknown, or arising out of an express or implied contract of any kind or nature, included, but not limited to, any causes of action arising out of, or in any way connected with, or resulting from the repairs at the Premises that are subject of this Agreement, whether in law, equity or otherwise.

The undersigned Resident acknowledges having read the above Agreement in its entirety, agree to all of its provisions and acknowledged receipt of a copy of this Agreement.

RESIDENT:

David Cunningham

DocuSigned by:
(Print Name) David Cunningham

(Signature) 78001D0B032A469...
6/15/2015 2015

DATE

OWNER: 610-660 Clipper II, LLC, by:

(Print Name)

(Signature)

2015

DATE

May 29, 2015

Cunningham, Dave
610 Clipper Street Apt 15
San Francisco CA, 94114

RE: Parking Credit, 610-660 Clipper Street

Dear Resident(s)

This note comes as a follow-up to our previous correspondence concerning the Earthquake Retrofit program and parking at 610-660 Clipper Street. Next week we will be forwarding to each of you documentation concerning your respective parking credits.

The credit per month will be \$131.10 for a total parking credit of \$917.70. This is based on the highest monthly parking rate received at this property.

As a friendly reminder please make sure all cars are removed from the parking areas on or before 9:00am Monday June 1, 2015.

Thank you in advance for your cooperation and patience in this matter.

Sincerely,

GreenTree Property Management



April 20, 2015

Re: Seismic Retrofit - Garage and parking closure

Resident(s)

610 Clipper St # 15
San Francisco CA 94114

Dear Residents,

GreenTree Property Management has created a Soft Story schedule in order to meet the city ordinance (no. 66-13) requiring the Mandatory Seismic Retrofit of / for wood-frame buildings of three or more stories that contain 5 or more dwelling units where the permit to construct was applied for prior to January 1, 1978.

In order to meet the city deadlines and our schedule for the mandatory seismic strengthening, GreenTree Property Management has started to implement this program. For 610 and 660 Clipper this work is scheduled to being June 1st 2015.

Please note that all cars must be removed from parking garages and or parking spaces by 9:00am June 1st. Our projected completion date for your building is January 15th 2016.

During this time, for those tenants that have a parking lease please know that we will be temporarily suspending this charge on your account. Those that have parking as part of your lease, please contact Resident Relations (residentrelations@greentreepmco.com) upon completion of the work.

If these dates change we will be sure to keep you posted.

Thank you for your anticipated cooperation.

GreenTree Property Management

****Please see the back of this notice regarding the Department of Building Inspectors wording on when construction is allowed.****

Exhibit III

**History of rent increases (including parking/garage
rent increases) for every year that I have lived at
610 Clipper Street #15**



TEL: (415) 347-8600
FAX: (415) 366-8433

724 Pine Street
San Francisco, CA 94108

David Cunningham
610 Clipper Street #15
San Francisco, CA 94114

July 26, 2018

RE: Annual Rent Increase - 610 Clipper Street 15 San Francisco, CA 94114

Dear Tenant(s)

The following changes are being made to your rent in accordance with the guidelines of the Residential Rent Stabilization and Arbitration Board, City and County of San Francisco.

This is to notify you that beginning October 1, 2018, your monthly rent charges will change as follows:

Charge Description	Current Base Rent	New Base Rent	% Change
Rent - Unit	\$2,224.83	\$2,260.43	1.60%
Rent - Storage	\$52.91	\$53.76	1.60%
Rent - Parking/Garage	\$72.14	\$73.29	1.60%
Capital Improv. Passthrough 10yr (effective 08/01/2016 to 07/31/2026)		\$22.31	
Capital Improv. Passthrough 20yr (effective 08/01/2016 to 07/31/2036)		\$74.11	
Proposed Cap Imp Passthrough 7y (effective 09/01/2018 to 08/31/2025)		\$34.70	
Proposed Cap Imp Passthrough 10y (effective 09/01/2018 to 08/31/2028)		\$32.35	
General Bond Passthrough 17/18 (effective 10/01/2018 to 09/30/2019)		\$33.35	
Water Bond Passthrough 2017 (effective 10/01/2018 to 09/30/2019)		\$3.54	
Total New Charges		\$2,587.84	



600 California Street, 19th Floor
San Francisco, CA 94108

TEL: (415) 347-8600
FAX: (415) 366-8433

David Cunningham
610 Clipper Street #15
San Francisco, CA 94114

July 24, 2017

RE: Annual Rent Increase

Dear Tenant(s)

The following changes are being made to your rent in accordance with the guidelines of the Residential Rent Stabilization and Arbitration Board, City and County of San Francisco.

This is to notify you that beginning October 1, 2017, your monthly rent charges will change as follows:

Charge Description	Current Base Rent	New Base Rent	% Change
Rent - Unit	\$2,176.94	\$2,224.83	2.20%
Rent - Storage	\$51.77	\$52.91	2.20%
Rent - Parking/Garage	\$70.59	\$72.14	2.20%
Water Bond Passthrough 2016 (effective 10/01/2017 to 09/30/2018)		\$3.15	
General Bond Passthrough 16/17 (effective 10/01/2017 to 09/30/2018)		\$30.69	
Capital Improv. Passthrough 10yr (effective 08/01/2016 to 07/31/2026)		\$22.31	
Capital Improv. Passthrough 20yr (effective 08/01/2016 to 07/31/2036)		\$74.11	
Total New Charges		\$2,480.14	



TEL: (415) 347-8600
FAX: (415) 366-8433

600 California Street, 19th Floor
San Francisco, CA 94108

David Cunningham
610 Clipper Street #15
San Francisco, CA 94114

August 25, 2016

RE: Annual Rent Increase

Dear Tenant(s)

The following changes are being made to your rent in accordance with the guidelines of the Residential Rent Stabilization and Arbitration Board, City and County of San Francisco.

This is to notify you that beginning October 1, 2016, your monthly rent charges will change as follows:

Charge Description	Current Base Rent	New Base Rent	% Change
Rent - Unit	\$2,142.66	\$2,176.94	1.60%
Rent - Storage	\$50.95	\$51.77	1.60%
Rent - Parking/Garage	\$69.48	\$70.59	1.60%
Water Bond Passthrough 2014 (effective 10/01/2016 to 09/30/2017)		\$3.35	
General Bond Passthrough 15/16 (effective 10/01/2016 to 09/30/2017)		\$32.86	
Proposed Cap Imp Passthrough 10y (effective 08/01/2016 to 07/31/2026)		\$25.54	
Proposed Cap Imp Passthrough 20y (effective 08/01/2016 to 07/31/2036)		\$74.64	
Water Bond Passthrough 2015 (effective 10/01/2016 to 09/30/2017)		\$2.73	
Total New Charges		\$2,438.42	

greentree

property management

600 California Street, 19th Floor
San Francisco, CA 94108

TEL: (415) 347-8600
FAX: (415) 366-8433

David Cunningham
610 Clipper Street #15
San Francisco, CA 94114

August 25, 2015

RE: Annual Rent Increase

Dear Tenant(s),

The following changes are being made to your rent in accordance with the guidelines of the Residential Rent Stabilization and Arbitration Board, City and County of San Francisco.

This is to notify you that **beginning October 1, 2015, your monthly rent will increase as follows:**

<u>Charge Description</u>	<u>Current Base Rent</u>	<u>New Base Rent</u>	<u>% Change</u>
Rent - Unit	2,102.71	2,142.66	1.90
Rent - Storage	50.00	50.95	1.90
Rent - Parking/Garage	68.18	69.48	1.91
	Total New Base Rent	2,263.09	
General Bond Passthrough 12/13 (effective 10/01/2015 to 09/30/2016)		14.42	
General Bond Passthrough 14/15 (effective 10/01/2015 to 09/30/2016)		30.00	
Total Passthroughs		44.42	
Total New Charges		2,307.51	

General bond passthrough charges are effective for one year. See attached worksheet.

610 CLIPPER STREET APARTMENTS

C/O Chandler Properties

2799 California Street,
San Francisco, CA 94115

415-921-5733

(Fax) 415-921-8896

July 23, 2014

Cunningham, David
610 Clipper Street, #15
San Francisco, CA 94114

Add Does 1 to 10, inclusive

NOTICE OF CHANGE OF TERMS OF TENANCY

The following changes are being made to your rent and other building services in accordance with the guidelines of the Residential Rent Stabilization and Arbitration Board, City and County of San Francisco.

Effective **March 1, 2014** through **February 28, 2015** the annual allowable increase amount is **1.00%**. The current interest rate is 0.30% and is effective from March 1, 2014 through February 28, 2015.

The following notice is hereby given:

Base Rent:	\$2,081.89
1.00 % Increase effective September 1, 2014:	+ \$20.82
New Base Rent:	\$2,102.71
2013-14 Bond Passthrough	\$19.53
2012-13 Water Passthrough	\$3.37
New Total Rent:	\$2,125.61
Parking rent:SP12	\$67.50
Increase effective:	+ \$0.68
New Parking Rent September 1, 2014:	\$68.18
New Total Remittance:	\$2,193.79

One Time Only Rent Payment:	
New monthly total:	\$2,193.79
Deduct interest on \$2,495.00 Security Deposit:	- \$7.49
Add annual Rent Board fee:	+ \$14.50
September 1, 2014 payment:	\$2,200.80

\$ 2250.80
+ \$50 for Locker #11

On October 1, 2014 begin paying the new monthly remittance amount **\$2,193.79.**

+ \$50 for Locker #11
\$2243.79

Please make your check payable to **610 Clipper Street Apartments** and write on the check your Resident ID number **#13848**. This will ensure that your payments are posted correctly and in a timely manner.

If you have any questions regarding this Notice, please call the San Francisco Rent Stabilization Board at (415) 252-4600.

cc: Tenant File

610 CLIPPER STREET APARTEMTNS

C/O Chandler Properties

2799 California Street,
San Francisco, CA 94115

415-921-5733

(Fax) 415-921-8896

July 23, 2013

Cunningham, David
610 Clipper Street, #15
San Francisco, CA 94114

Add Does 1 to 10, inclusive

NOTICE OF CHANGE OF TERMS OF TENANCY

The following changes are being made to your rent and other building services in accordance with the guidelines of the Residential Rent Stabilization and Arbitration Board, City and County of San Francisco.

Effective **March 1, 2013** through **February 28, 2014** the annual allowable increase amount is **1.90%**. The current interest rate is 0.40% and is effective from March 1, 2013 through February 28, 2014.

The following notice is hereby given:

Base Rent:	\$2,043.07
1.90 % Increase effective September 1, 2013:	+ \$38.82
New Base Rent:	\$2,081.89
2011-12 Bond Passthrough	\$10.47
2011 Water Passthrough	\$2.26
New Total Rent:	\$2,094.62
Parking rent:SP12	\$66.24
Increase effective:	+ \$1.26
New Parking Rent September 1, 2013:	\$67.50
New Total Remittance:	\$2,162.12

One Time Only Rent Payment:	
New monthly total:	\$2,162.12
Deduct interest on \$2,495.00 Security Deposit:	- \$9.98
Add annual Rent Board fee:	+ \$14.50
September 1, 2013 payment:	\$2,166.64

On October 1, 2013 begin paying the new monthly remittance amount \$2,162.12.

Please make your check payable to **610 Clipper Street Apartemtns** and write on the check your Resident ID number **#13848**. This will ensure that your payments are posted correctly and in a timely manner.

If you have any questions regarding this Notice, please call the San Francisco Rent Stabilization Board at (415) 252-4600.

cc: Tenant File

610 CLIPPER STREET APARTMENTS

C/O Chandler Properties

2799 California Street,
San Francisco, CA 94115

415-921-5733

(Fax) 415-921-8896

July 20, 2012

Cunningham, David
610 Clipper Street, #15
San Francisco, CA 94114

Add Does 1 to 10, inclusive

NOTICE OF CHANGE OF TERMS OF TENANCY

The following changes are being made to your rent and other building services in accordance with the guidelines of the Residential Rent Stabilization and Arbitration Board, City and County of San Francisco.

Effective **March 1, 2012** through **February 28, 2013** the annual allowable increase amount is **1.90%**. The current interest rate is 0.40% and is effective from March 1, 2012 through February 28, 2013.

The following notice is hereby given:

Base Rent:	\$2,004.98
1.90 % Increase effective September 1, 2012:	+ \$38.09
New Base Rent:	\$2,043.07
2010-2011 Bond Measure Passthrough	\$8.31
New Total Rent:	\$2,051.38
Parking rent:	\$65.00
Increase effective September 1, 2012:	+ \$1.24
New Parking Rent:	\$66.24
New Total Remittance:	\$2,117.62

One Time Only Rent Payment:	
New monthly total:	\$2,117.62
Deduct interest on \$2,495.00 Security Deposit:	-\$9.98
Add annual Rent Board fee:	+\$14.50
September 1, 2012 payment:	\$2,122.14

On October 1, 2012 begin paying your new monthly remittance amount \$2,117.62.

Please make your check payable to **610 Clipper Street Apartments** and write on the check your Resident ID number **#13848**. This will ensure that your payments are posted correctly and in a timely manner.

If you have any questions regarding this Notice, please call the San Francisco Rent Stabilization Board at (415) 252-4600.

cc: Tenant File

610 CLIPPER STREET APARTMENTS

C/O Chandler Properties

2799 California Street,
San Francisco, CA 94115
415-921-5733
(Fax) 415-921-8896

July 22, 2011

Cunningham, David
610 Clipper Street, #15
San Francisco, CA 94114

Add Does 1 to 10, inclusive

Revised on 8/22/2011

NOTICE OF CHANGE OF TERMS OF TENANCY

The following changes are being made to your rent and other building services in accordance with the guidelines of the Residential Rent Stabilization and Arbitration Board, City and County of San Francisco.

Effective **March 1, 2011** through **February 29, 2012** the annual allowable increase amount is **0.50%**. Security Deposit Interest is calculated based on the Interest Ord. 90-03 effective June 15th, 2003. The current interest rate is 0.40% and is effective from March 1, 2011 through February 29, 2012.

The following notice is hereby given:

Base Rent:	\$1,995.00
0.50 % Increase effective September 1, 2011:	+ \$9.98
New Base Rent:	<u>\$2,004.98</u>
New Total Rent:	<u>\$2,004.98</u>
Parking rent:	\$0.00
Increase effective September 1, 2011:	+ \$0.00
New Parking Rent:	<u>\$0.00</u>
New Total Remittance:	<u>\$2,004.98</u>

One Time Only Rent Payment:	
New monthly total:	\$2,004.98
Deduct interest on \$2,495.00 Security Deposit:	- \$9.98
Add annual Rent Board fee:	+ \$14.50
September 1, 2011 payment:	<u>\$2,009.50</u>

On October 1, 2011 begin paying your new monthly remittance amount \$2,004.98.

Please make your check payable to **610 Clipper Street Apartments** and write on the check your Resident ID number **#13848**. This will ensure that your payments are posted correctly and in a timely manner.

If you have any questions regarding this Notice, please call the San Francisco Rent Stabilization Board at (415) 252-4600.

cc: Tenant File

Exhibit IV

Copy of my Original Parking License Agreement

PARKING LICENSE AGREEMENT

This Agreement made this 16th day of August, 2010, by and between **Pacific Prestige Properties I DE, LLC**, Owner, hereinafter referred to as "Licensor", and **David Cunningham**, hereinafter referred to as "Licensee" without reference to number or gender.

WHEREAS, Licensor is the owner of a parking area located at that certain real property commonly known as and located at 660 Clipper, San Francisco, California [hereinafter, the "Parking Area"] and

WHEREAS, Licensee desires to obtain permission to park a motor vehicle in Licensor's Parking Area,

NOW, THEREFORE, it is agreed as follows:

1. Licensee shall be given the right to park the following vehicle on a month-to-month basis in Parking Space Number OP-02 ["the Parking Space"], or such other parking space as subsequently designated by Licensor, on a month-to-month basis. Licensor reserves the right to change parking space assignments from time-to-time. Accordingly, Parking Space noted above is not a permanent space assignment. The use of the Parking Space shall be subject to the rules and regulations designated and adopted by Licensor from time to time.

Licensee shall be given the right to park the following vehicle in the Parking Area on a month-to-month basis, which Licensee understands is a tandem parking area. Licensee's use of the Parking Area and any specific space therein shall be non-exclusive. Licensee acknowledges that this tandem parking requires cooperation between users for ingress and egress and that no specific space is reserved for Licensee's use. Licensee shall cooperate with other users of the Parking Area and shall promptly provide keys to its vehicle to any other users of the Parking Area, or to Licensor at its request, to allow the other users or Licensor to move Licensee's vehicle for purposes of ingress and egress. Licensor shall not be responsible for any injury or damage resulting from Licensor or other users moving Licensee's vehicle.

YEAR: 2008 MAKE: BMW MODEL: 328i COLOR: Seafoam LIC.NO: 6DL u 661

YEAR: - MAKE: - MODEL: - COLOR: - LIC.NO: -

Licensee shall not park any other vehicle in the Parking Area or the Parking Space.

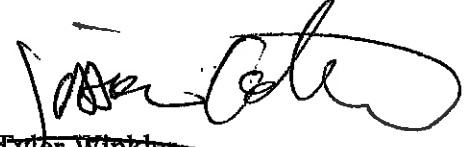
IN CONSIDERATION THEREFOR, Licensee shall pay to Licensor the prevailing parking rate charged by Licensor, adjusted from time to time. The current monthly parking rate is \$65.

2. Licensee shall advise Licensor in writing in the event the aforementioned vehicle is replaced by another vehicle and shall provide Licensor with the replacement vehicle's year, make, model, color, and license number. Non-registered vehicles are subject to tow at the vehicle-owner's expense.
3. This License is personal to the Licensee. Any attempt to sublet or assign this License terminates it.
4. This Agreement is terminable at will by either party upon 30 days written notice.
5. The term of this agreement shall commence on 9/1/10, and the prorated fee for the period from the commencement date through 9/30/10 is \$65. Thereafter, the monthly license fee of \$65 shall be paid on or before the first day of each month until this agreement is terminated by either party.
6. A security deposit of \$65 shall be paid upon the commencement of this agreement to ensure the faithful performance of this agreement.
7. The Parking Space shall not be used for anything other than parking a motor vehicle, and shall not be used for mechanical repairs or service, including oil changing or cleaning of the vehicle, or storage of a vehicle that is inoperable or rarely used. Licensee shall keep the

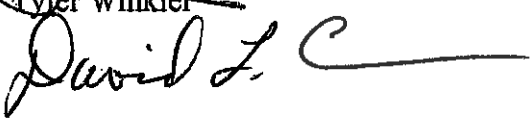
Parking Area used clean and free of any evidence of oil or fluids.

8. Monthly fees shall be paid to **Pacific Prestige Properties I DE, LLC** and provided to the same at the office of Skyline Realty, 2099 Market Street, San Francisco, California 94114, (415) 861-1111. Licensee acknowledges that in the event of failure to pay the monthly fee on or before the 5th day of the month for which it is due or in the event that a payment made by check is subsequently dishonored, Licensee shall pay to Licensor the additional sum of \$25.00 for each such late payment and/or dishonored check. Licensee acknowledges that the amount of damage resulting from either a late payment or dishonored check is impractical and extremely difficult to determine.
9. Licensor shall not be responsible for any loss or harm of any nature, including damage to Licensee's motor vehicle resulting from fire, theft, or damage, other than that occasioned by Licensor's gross negligence or willful misconduct. In no event will Licensor be responsible for damage or injury sustained through faulty brakes of either Licensee or any other user of the Parking Area. Any court action by Licensee or any claim against Licensor must be filed within 90 days of the date of loss in a court of jurisdiction where the claimed loss occurred.
10. Licensee acknowledges that Licensor assumes no responsibility for Licensee's inability to enter or leave the Parking Area or Parking Space because of parked cars blocking Licensee's path or for the failure of any automatic garage door to operate properly so long as Licensor repairs any defect in operation.
11. Licensee shall not permit use of the Parking Space for any other vehicle other than specified in paragraphs one or two above. Licensee hereby gives irrevocable consent to Licensor's towing of any vehicle brought into the Parking Space with Licensee's consent when (a) Licensee has failed to list said vehicle with Licensor, (b) when Licensee has caused or permitted the parking of more than one vehicle in the Parking Space or Parking Area unless allowed by a separate written agreement, (c) when the vehicle is not of the type for which parking is permitted, or (d) upon termination of this agreement. In the event of such towing, Licensee shall reimburse Licensor for all costs incurred thereby.
12. Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any injury or damage to, or loss suffered by, any person or personal property resulting from any act, omission or neglect of Licensee or any of its guests or invitees.

DATED: 8/16/10

LICENSOR: 
~~Tyler Winkler~~

DATED: 8/16/10

LICENSEE: 

DATED: _____

LICENSEE: _____

RECEIPT

By signing above, Licensor hereby acknowledges having received, and Licensee acknowledges the payment of, the following:

Security Deposit: \$65

Prorated Rent: \$65 for the period of 9/1/10 to 9/30/10

Pre-paid Rent: \$- for the month of -, 20-

Total: \$130

**BRIEF(S) SUBMITTED BY THE
DETERMINATION HOLDER(S)**

REUBEN, JUNIUS & ROSE, LLP

John Kevlin
jkevin@reubenlaw.com

July 18, 2019

Delivered Via E-Mail and Hand Delivery

Mr. Rick Swig, President
San Francisco Board of Appeals
1650 Mission Street, Suite 304
San Francisco, CA 94103

Re: Permit Holder Brief
610 Clipper Street - Jurisdiction Request
Hearing Date: July 31, 2019
Our File No.: 6994.27

Dear President Swig:

Our office represents Veritas Investments, Inc. (“Owner”), Owner of 610 Clipper Street, San Francisco, CA (the “Property”) and holder of Building Permit App. No. 2016.12.22.5671 (the “Permit”). The Permit authorized the construction of six new dwelling units at the Property occupying former ground floor garage area, pursuant to the City’s Accessory Dwelling Unit program. A jurisdiction request has been filed against the Permit.

On June 9, 2015, the Owner filed for a building permit to conduct a mandatory seismic upgrade of the Property, and the Permit was issued on June 17, 2015. At the time the contractor estimated the seismic upgrade would result in the loss of two to three parking spaces in order to be constructed. At the time, the Owner (through the property manager) contacted tenants with parking at the Property and offered various forms of compensation in exchange for a tenant voluntarily relinquishing their parking spaces. The seismic work took place between June 15, 2015 and February 5, 2016, and the seismic upgrade permit was finalized on April 18, 2016.

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On December 22, 2016, the Owner filed for a building permit to create six dwelling units at the Property via the conversion of existing parking on the ground story and first story (the “Permit”). The Permit was issued on November 8, 2018, just less than 2 years after filing for the Permit. No notice was required nor was any notice provided for the Permit. This is one of the foundational aspects of the ADU program: these projects are of such public importance and the lack of impact on the existing built urban environment resulted in the Board of Supervisors specifically removing notice for these permits.

However, the ADU program does not undermine the protections of the San Francisco Rent Stabilization and Arbitration Ordinance (the “Rent Control Law”). The Rent Control Law requires a “just cause” be present in order to involuntarily eliminate a tenant’s parking space. The Owner has never before nor is now attempting to remove any tenant’s parking involuntarily.


The Owner will provide adequate notice to tenants prior to initiating any ADU construction under the Permit, typically 45 to 60 days prior to the work starting. This allows tenants to prepare and ask questions, and the Owner to make accommodations as necessary to carry out the work.

The jurisdiction requestor has not asserted any wrongdoing or error on the Owner’s part that the Board of Appeals can correct. His stated purpose of the jurisdiction request – maintaining his parking space – is fully within his control due to the protections of the Rent Control Law. Per the Board’s rules, “[t]he Board may grant late jurisdiction only upon a showing by the requestor that the City intentionally or inadvertently caused the requestor to be late in filing the appeal.” As such, the jurisdiction requestor has failed to make an assertion justifying such a request.

President Rick Swig
San Francisco Board of Appeals
July 18, 2019
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Very truly yours,

REUBEN, JUNIUS & ROSE, LLP

A handwritten signature in blue ink, appearing to read "John Kevlin". The signature is fluid and cursive, with a large loop for the letter 'J'.

John Kevlin

cc: Veritas Investments, Inc.