BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
STACY MILLER & GEETA BHADAURIA,)
Appellant(s))
)
vs.)
)
DEPARTMENT OF BUILDING INSPECTION,)
Respondent

Appeal No. **14-151**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on August 28, 2014, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on August 13, 2014, to Clay Street Investors LLC, Alteration Permit (renovation of kitchen and bathroom; all in kind; no walls removed; all plumbing and electrical as needed) at 1485 Clay Street #10.

APPLICATION NO. 2014/08/13/3751

FOR HEARING ON November 05, 2014

Address of Appellant(s):	Address of Other Parties:
Stacy Miller & Geeta Bhadauria, Appellants 1485 Clay Street #9 San Francisco, CA 94109	Clay Street Investors LLC, Permit Holder PO Box 640029 San Francisco, CA 94109

Date Filed: BOARD OF APPEALS

AUG 28 2014

APPEAL # 14-151

CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS

PRELIMINARY STATEMENT OF APPEAL

I / We, **Stacy Miller & Geeta Bhadauria**, hereby appeal the following departmental action: **ISSUANCE** of **Alteration Permit BPA NO. 2014/08/13/3751** by the **Department of Building Inspection** which was issued or became effective on: **August 13, 2014**, to: **Clay Street Investors LLC**, for the property located at: **1485 Clay Street #10**.

BRIEFING SCHEDULE:

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

Appellant's Brief is due on or before: **October 16, 2014, (no later than three (3) Thursdays prior to the hearing date)**, up to 12 pages in length, double-spaced, with unlimited exhibits, with an original and 10 copies delivered to the Board office by 4:30 p.m., and with additional copies delivered to the other parties the same day.

Respondent's and Other Parties' Briefs are due on or before: **October 30, 2014, (no later than one (1) Thursday prior to hearing date)**, up to 12 pages in length, doubled-spaced, with unlimited exhibits, with an original and 10 copies delivered to the Board office by 4:30 p.m., and with additional copies delivered to the other parties the same day.

Permit Holder

Only photographs and drawings may be submitted by the parties at hearing.

Hearing Date: **Wednesday, November 05, 2014, 5:00 p.m., City Hall, Room 416,** One Dr. Carlton B. Goodlett Place.

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

In order to have their documents sent to the Board members prior to hearing, **members of the public** should submit an original and 10 copies of all documents of support/opposition no later than one (1) Thursday prior to hearing date by 4:30 p.m. Please note that names and contact information included in submittals from members of the public will become part of the public record. Submittals from members of the public may be made anonymously.

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

If you have any questions please call the Board of Appeals at 415-575-6880

The reasons for this appeal are as follows:

see attached.

Appellant or Agent (Circle One):

Signature: _____

Print Name: Stacy Miller, Geeta Bhadauria

APPROVED
Dept. of Building Insp.

AUG 13 2014

Tom C. Hui
TOM C. HUI, S.E.
DIRECTOR
DEPT. OF BUILDING INSPECTION

APPROVED FOR ISSUANCE

BLDG. FORM 3/8

APPLICATION NUMBER 2014-08-13-3751

OSHA APPROVAL NUMBER

APPROVED BOARD OF APPEALS
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APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS

FORM 3 ☐ OTHER AGENCIES REVIEW REQUIRED
FORM 8 ☒ OVER-THE-COUNTER ISSUANCE
0 NUMBER OF PLAN SETS 11/14 ▼ DO NOT WRITE ABOVE THIS LINE ▼

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.

DATE FILED	FILING FEE RECEIPT NO.	(1) STREET ADDRESS OF JOB	BLOCK & LOT
8/13/14		1485 Clay st #10	0219/017
PERMIT NO.	ISSUED	(2A) ESTIMATED COST OF JOB	(2B) REVISED COST: BY: / DATE:
333/0W	8/13/14	$60000	26,739.00 MW 8/13/14

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR.	(5A) NO. OF STORIES OF OCCUPANCY:	(6A) NO. OF BASEMENTS AND CELLARS:	(7A) PRESENT USE:	(8A) OCCUP. CLASS	(9A) NO. OF DWELLING UNITS:
3	3	1	Apts	R2 (24)	11

DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(4) TYPE OF CONSTR.	(5) NO. OF STORIES OF OCCUPANCY:	(6) NO. OF BASEMENTS AND CELLARS:	(7) PROPOSED USE (LEGAL USE)	(8) OCCUP. CLASS	(9) NO. OF DWELLING UNITS:
3	3	1	Apts	R2	11

(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED?	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION?	(12) ELECTRICAL WORK TO BE PERFORMED?	(13) PLUMBING WORK TO BE PERFORMED?
YES ☐ NO ☒	YES ☒ NO ☐	YES ☒ NO ☐	YES ☒ NO ☐

(14) GENERAL CONTRACTOR	ADDRESS	ZIP	PHONE	CALIF. LIC. NO.	EXPIRATION DATE
MHM Construction	3165 California st		415 2387392	946989	8/31/16

(15) OWNER - LESSEE (CROSS OUT ONE)	ADDRESS	ZIP	BTRC#	PHONE (FOR CONTACT BY DEPT.)
Clay st Investors LLC	P.O Box 640295 S.F. Ca	94109		415 637 8673

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)

Renovation Kitchen and Bathroom all in kind
no walls Remove all plubming and Electrical As needed
Bathroom 5X6
Kitchen 7X9

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING?	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING?	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA
YES ☐ NO ☒		YES ☐ NO ☒	SQ. FT.

(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED?	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE?	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN)	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY?
YES ☐ NO ☒	YES ☐ NO ☒	YES ☐ NO ☒	YES ☐ NO ☒

(25) ARCHITECT OR ENGINEER (DESIGN ☐ CONSTRUCTION ☐)	ADDRESS	CALIF. CERTIFICATE NO.

(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN") — ADDRESS

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 6'0" to any wire containing more than 750 volts. See Sec 385, 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.

BUILDING 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.

CHECK APPROPRIATE BOX

☐ OWNER ☐ ARCHITECT
☐ LESSEE ☐ AGENT
☒ CONTRACTOR ☐ 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 COMPLIED WITH.

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.

(X) 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: State Fund
Policy Number: 825-0514012

( ) 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 3800 of the Labor Code, that the permit herein applied for shall be deemed revoked.

( ) V. I certify as the owner (or the agent for the owner) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the 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.

Signature of Applicant or Agent — Date 8/

REV 08/13

CONDITIONS AND STIPULATIONS

REFER TO:		
	APPROVED: Irene Wong, DBI AUG 13 2014 BUILDING INSPECTOR, DEPT. OF BLDG. INSP.	DATE: REASON: NOTIFIED MR.
☐	APPROVED: SAN FRANCISCO OFFICIAL COPY BUILDING INSPECTION N/A DEPARTMENT OF CITY PLANNING	DATE: REASON: NOTIFIED MR.
☒	APPROVED: N/A Under 6 Baths Denoted in Unit #10 only. No Egress Changes. BUREAU OF FIRE PREVENTION & PUBLIC SAFETY	DATE: REASON: NOTIFIED MR.
☐	APPROVED: N/A MECHANICAL ENGINEER, DEPT. OF BLDG. INSPECTION	DATE: REASON: NOTIFIED MR.
☐	APPROVED: CIVIL ENGINEER, DEPT. OF BLDG. INSPECTION	DATE: REASON: NOTIFIED MR.
☐	APPROVED: Street System Only GL 8/15/14 BUREAU OF ENGINEERING	DATE: REASON: NOTIFIED MR.
☐	APPROVED: DEPARTMENT OF PUBLIC HEALTH	DATE: REASON: NOTIFIED MR.
☐	APPROVED: REDEVELOPMENT AGENCY LMW 8/13/14	DATE: REASON: NOTIFIED MR.
☐	APPROVED: Legal use per CFC # 8707942 No. of units 1 Firs. of Occ. 3 HOUSING INSPECTION DIVISION 8/13	DATE: REASON: NOTIFIED MR.

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

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

To Board of Appeal:

I, Stacy Miller, would like to appeal the Building Permit Application 201408133751 for the following reasons:

1. The proposed construction will modify my studio that is adjacent to Unit 10 (Apt. 9), and will take away my living space (based on what the property manager and the landlord communicated to me verbally and in emails in July-August 2014). This will result in the breach of the covenant of quiet enjoyment, breach of my rental contract, and decreased housing services for me.

2. The landlord intends to renovate an adjacent unit (#10) in a way that would cause my unit to lose my trundle bed that I sleep on, a fixture of the apartment that was in place since prior to my initially moving in, in May 2002. The design of the apartment is that this space is meant to be used for sleeping. I have indicated to my landlord that I use this space to sleep, as well as to store personal belongings. The resulting loss of furniture and loss in space would then force me to acquire another bed, which would block my door or window fire escapes due to the small size of my studio, and further reduce my available space to live.

3. In addition, I believe that the landlord's proposed construction to take away my space is part of an effort to modify my apartment so that it is uninhabitable, as a way to harass and constructively evict me. The construction has started already, and there are now holes visible in the walls separating units 9 and 10, specifically between the bathroom in Unit 10 and the trundle bed storage in Unit 9.

4. The landlord has not informed me in writing of the range of dates of construction in Apt. 10 that would impact my sleeping arrangements in Unit 9; of the type of construction that will be done there so that I have an idea as to whether or not there will be an impact on my enjoyment of my apartment.

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Stacy Miller

8/28/14

Stacy Miller

To Board of Appel:

I, Geeta Bhadauria, residing at 1485 Clay St. Apt. 11, San Francisco CA 94109, would like to allow Stacy Miller to represent me in our joint appeal of the Building Permit # 201408133751.

G. Bhadauria

8/28/14

GEETA BHADAURIA.

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I, Geeta Bhadauria, have several disabilities and the proposed construction will modify my apartment and take away my living space based on what the property manager has told me in July 2014. This will impact my ability to live my life and my recovery as someone with disabilities.

In addition, the landlord's proposed construction to take away my space is, I believe, part of an effort to modify my apartment so that it is difficult for me to live there in my condition and harass and constructively evict me.

G. Bhadauria

8/28/14

Geeta Bhadauria

H D 11/5/14

FILE

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APPEAL # 14-151, Miller and Bhadauria vs DBI

Laws Provided:

a. San Francisco Planning Code, Section 317 of the Zoning Procedures
b. Federal Americans with Disabilities Act (ADA) of 1990, ADA Title II
c. Federal Fair Housing Amendments Act of 1988
d. California Fair Employment and Housing Act (FEHA), Section 12955
e. California Civil Code 789.3
f. California Civil Code 1940.2
g. California Civil Code 1945 - Renewal by Continued Possession and Acceptance of Rent
h. San Francisco Administrative Code Chapter 37 Residential Rent Stabilization and Arbitration Ordinance
i. SF Rent Board Section 37.10B Tenant Harassment

Exhibits for Appeal involving Building Permit: 1485 Clay St. #10

1 Landlord agent/property manager, Brooks Baskin, background
2 Property details for 1485 Clay Street per public records
3 Landlord/Principal for 1485 Clay St Investors, Manoj Kapoor, background
4 Residential Rental Agreement for Unit #9 signed by Mon Dong (Landlord) and Stacy Miller (Tenant) on 5/18/2002
5 Email sent to Landlord re: holes in wall of Unit #9 due to construction being done in Unit #10, dated 8/28/2014 (Notice of the Breach of the Convenant of Quiet Enjoyment and Decreased Housing Services)
6 Email from Landlord sent to Appellant-Unit #9 saying that decision to lower bathroom floor in #10 (and take space from #9) is final and unchangeable, dated 10/1/14
7 Correction Notice from DBI dated 8/18/14 for Unit #10
8 Section 1009.7.2 Riser height and treat depth. Exception 5.
9 Section 317 of the Zoning Procedures; definition of "Residential Merger"
10 Drawings to illustrate other options to renovate Unit 10 bathroom
11 Photograph of Bathroom, Unit #10, 1485 Clay Street
12 Notice of Agreement from Landlord's agent Brooks Baskin on behalf of Landlord, dated 7/25/2014, received by Appellant-Unit #9 on 7/26/2014
13 Notice of Agreement from Landlord's agent Brooks Baskin on behalf of Landlord, dated 7/25/2014, received by Appellant-Unit #11 on 7/26/2014
14 Photograph(s) of Live-and-Sleep Room, Unit #9, 1485 Clay Street
15 Photograph(s) of Living Room, Unit #11, 1485 Clay Street
16 Appellant-Unit #11's response to Landlord's 7/25/2014 Notice of Agreement, dated 7/31/14
17 Email exchange with Landlord's lawyer and Appellant-Unit #11's disability advocate working to come to an agreement
18 Medical statement(s) on behalf of Appellant-Unit #11
19 Residential Rental Agreement for Unit #11 signed by Mon Dong (Landlord) and Geeta Bhadauria (Tenant) on 5/2/2008
20 Board of Appeals: Appeal Process Overview

Other materials referenced and previously provided (not included in exhibits)

Board of Appeals Notice letter dated 8/28/2014 to Clay Street Investors
a. Bldg. Form 3/8: Application for Building Permit Additions, Alterations or Repairs
b. Board of Appeals Preliminary Statement of Appeal
c. Appellants' one-page each supplementary statement

Appeal # 14-151

APPELLANTS' BRIEF

Dear Board Members:

To make efficient use of the Board of Appeal's time, Stacy Miller and Geeta Bhadauria joined their appeal per Section 6(c) given the same cause of action by the DBI. There are overlapping and some varying causes to consider when taking into account the reasons for this appeal. We respectfully ask that you consider each of them jointly and individually on their merits.

ACTION REQUESTED

1. Building Permit Application NO. 2014/08/13/3751 by the DBI which was issued on: August 13, 2014, to: Clay Street Investors LLC, for the property located at: 1485 Clay Street # 10 is modified to prevent any alterations to neighboring units #9 and #11 without the written Agreement of the Appellants for their respective Units.
2. In the alternative, said building permit is revoked.

ISSUE

3. 1485 Clay St #10 became available for rent at market rates on or before August 1, 2014. The Landlord's agent [Exhibit 1] informed the neighboring tenants in units #9 (Stacy Miller) and #11 (Geeta Bhadauria) in late July 2014 that they would have to lose part of their living space in order to accommodate the Landlord's desire to expand the available space in Unit #10. The Appellants were told that construction was to start in the last week of July, by August 1. The Appellants are not amenable to losing parts of their occupied units to a vacant unit next door.

Laws Relied On

4. Laws the Appellants are depending on, in no particular order:
    a. San Francisco Planning Code, Section 317 of the Zoning Procedures
    b. Federal Americans with Disabilities Act (ADA) of 1990, ADA Title II

c. Federal Fair Housing Amendments Act of 1988

d. California Fair Employment and Housing Act (FEHA), Section 12955

e. California Civil Code 789.3

f. California Civil Code 1940.2

g. California Civil Code 1945 - Renewal by Continued Possession and Acceptance of Rent

h. San Francisco Administrative Code Chapter 37 Residential Rent Stabilization and Arbitration Ordinance

i. SF Rent Board Section 37.10B Tenant Harassment

j. Common law, and any other laws that may be appropriate in this case

BACKGROUND

Property

5. 1485 Clay Street is a 2-story corner building at the south-east intersection of Clay and Hyde Street that was built ~1910, has 11 rentals units and a public Laundromat. On December 23, 2011, Manoj Kapoor or 1485 Clay St Investors purchased 1485 Clay Street for $2,435,000. This is per county public records as of 08/2014. [Exhibit 2]

6. The current landlord or principal for 1485 Clay St Investors is Manoj Kapoor. Mr. Kapoor is an experienced commercial investor. He assists "clients in ... multifamily acquisitions, 1031 transactions, and retail building sales....Manoj brings enthusiasm and past transaction experience to help client achieve their desired goal in the most stress free manner possible". Manoj owns Bandon Capital and is a California licensed real estate broker and a Certified Commercial Investment Member. [Exhibit 3]

7. The previous landlord, Mrs Dong, was a small landlord who sold out because she was approaching 90 and she moved to the suburbs to be closer to her family. She did not have an

objection to the way Appellants set up their units, and **Landlord has always been responsible for the proper maintenance and operation of the trundle bed.**

8. **Unit #10** can be said to be the most desirable unit in the building having a combination of the largest square footage, ample windows, and great views being on the highest floor with turret windows and the corner location. It was previously rented as a large 1-bedroom apartment.
9. **Unit #9** is under rent control and was last reset at market rate on May 18, 2002, when the current tenant occupant moved in [Exhibit 4]. It is the smallest unit in the building; it is a studio apartment. Additional information has been provided on Unit #9 by co-appellant Stacy Miller.
10. **Unit #11** is under rent control and was last reset at market rate in 2008, when the current tenant occupant moved in. It is a small junior 1-bedroom apartment. Additional information has been provided on Unit #11 by co-appellant Geeta Bhadauria

Scope of Construction

11. Construction permit is for Unit #10 only and lists 'Renovation Kitchen and Bathroom all in kind no walls Remove all plumbing and Electrical As needed Bathroom 5x6 Kitchen 7x9". It was filed and issued on August 13, 2014. No floor plans were submitted or are available.

ADDITIONAL INFORMATION ABOUT THE APPELLANT-UNIT #9

12. On 8/28, I noticed the holes in the wall that is separating units 9 and 10, specifically the bathroom in Unit 10 and the trundle bed storage in Unit 9. The appearance of those holes showed that the construction started in Unit 10 and was affecting my unit 9 (permit violation). I emailed the owner on 8/28 re: the holes in the wall [Exhibit 5] and got no response, so I appealed the permit in order to stop construction that was affecting my unit.
13. DBI issued the Alteration Permit for Unit 10 only, and described the intended work as "all in kind". Despite this permit specification, the owner verbally and via email insisted that when the permit is reinstated after this hearing, this would give him authority to make alterations not only

in Unit 10, but also in Unit 9 without my consent and to take away 20% of my floor space, my furniture, and my storage space [Exhibit 6].

14. On 8/23/2014, the Landlord gave me the Correction Notice from DBI, dated 8/18/2014 and issued by Building Inspector Donald Duffy. He told me it was sufficient reason to make construction alterations in my unit without my consent, instead of finding another way to bring the vacant Unit 10 to the required code within its boundaries.
15. See the Correction Notice from the DBI in the supportive evidence [Exhibit 7]:
    a. The ceiling height in the bathroom is currently 83", and should be 84"
    b. The stair rises height is currently 9.25", and should be 7" (incorrect code used, per the residential code, stair rises height can be 7.75") [Exhibit 8]
    c. The stair rises depth is currently 9.5", and should be 11" (incorrect code used, per the residential code, stair rises height can be 10") [Exhibit 8]
    d. There shall be a landing on each side of the door, at the same elevation.
16. The Landlord grandfathered the existing conditions of the dwelling units when he purchased the property from Shirley Dong in 2011, and he does not have to bring Unit 10 to the current code unless he chooses to renovate the place. Renovation is not a necessary repair, it is a voluntary decision, and the DBI is not forcing the owner to renovate Unit 10.
17. Unit 9 complies with the code as is, and I do not give my consent to any construction alterations, as per the rental agreement I occupy the space that the owner intends to take away in order to make the adjacent Unit 10 larger.
18. Per Section 317 of the Zoning Procedures, the Planning Commission of the DBI should help to conserve existing housing and preserve affordable housing in the case of "Residential Merger".
19. "Residential Merger" shall mean the combining of two or more legal Residential Units, resulting in a decrease in the number of Residential Units within a building, or the enlargement of original

floor area, even if the number of units is not reduced. The Planning Commission may reduce the numerical element of this criterion by up to 20% of its value should it deem that adjustment is necessary to implement the intent of this Section 317, to conserve existing housing and preserve affordable housing [Exhibit 9].

20. The owner can bring Unit 10 to the current code (if he chooses so) without causing hardship to the occupied Unit 9 where I have been residing since 2002. The owner's decision to take away 20% of the floor space from Unit 9 in order to renovate, enlarge, and charge more rent for Unit 10 is the most harmful and unfair option among many others available to him.
21. The owner has plenty of other options to renovate Unit 10 in compliance with the correction notice from the DBI without taking away the space from Unit 9 [Exhibit 10]
    a. The owner can lower the bathroom floor 1" to meet the ceiling height requirement of 7'.
    b. The owner can lower the bathroom floor up to 8" (the floor is 28.5" high, and my bed storage box is 20" high, so there is room to lower the platform above it)
    c. Lowering the bathroom floor by 4.5" will solve the problem of the stair rises height by making each of the 3 steps lower by 1.5" (currently 9.25", should be per code 7.75")
    d. The owner can make stair rises depth 0.5" longer (currently 9.5", and should be per code 10" deep) – there is additional 7" of clearance at the bathroom entrance. [Exhibit 11]
    e. The owner can remove the door in the closet in the bathroom altogether – bathrooms typically have open shelves for towels/toiletry and do not require a door (the owner verbally told me that the closet door in the bathroom also does not meet the code, although it was not listed in the Correction Notice).
    f. The owner can keep the elevated portion of the floor just over my bed only, and make that 4.5'x4.5' area a closet, since closets do not have to comply with the 7' minimum height requirement. The owner can lower the remaining floor area if he chooses so.

g. The owner can make an entrance into the Unit 10 bathroom from the adjacent bedroom, instead of the hall, and ensure 3' landing on each side of the door [Exhibit 10-4]

h. There is plenty of floor footage in Unit 10 – the largest apartment in the building which is now vacant – to take the needed space for the bathroom from the adjacent bedroom in Unit 10, instead of taking the same needed space from Unit 9, which is the smallest unit in the building and has been occupied by me for 12 years.

i. Taking away a trundle bed along with its daytime storage, and putting another bed in the only sleep-and-live room, will reduce my room floor footage by 20%, will block my doors and/or window fire escapes, and will cut my available floor in half.

22. The owner's decision to take away the floor space, the furniture, and the storage space from Unit 9 in order to renovate the vacated Unit 10, will break affordable rent-control regulations, will violate my rental agreement, will significantly decrease my housing services, will breach the covenant of life enjoyment, and will cause hardship by suspending the lifestyle that I signed for in 2002, and got accustomed to.

23. The Notice of Agreement dated July 25, 2014 was misleading, because it called my trundle bed storage "a storage cabinet that is located in Unit 10 but currently accessed through Unit 9" [Exhibit 12]. I pointed out to the Owners that there is no such cabinet in Unit 10, and this is how the property manager incorrectly described the trundle bed in Unit 9 and the corresponding floor space designed for its daytime storage.

24. The Notice of Agreement that I received from the property manager was an act of bad faith: bed is not "storage cabinet", wrong date, claims that DBI requested repairs before it actually did, offered temporary rent abatement instead or permanent rent abatement (illegal), diminishes the value of the decreased housing services.

25. The trundle bed, its daytime storage and the floor space under it have always been fixtures of Unit 9, which I rented in 2002 as semi-furnished from the previous owners, Mon and Shirley Dong. The current functionality allows converting the only live-and-sleep room into a bedroom at night, and transforms it into a living room to work/study/have guests/eat during daytime [Exhibit 14], and is the reason why the rent was $200 higher than for other comparable studios in the neighborhood that did not have this functionality.
26. This layout was the main reason why I rented this studio in 2002, of which I informed the new Landlord when he was about to purchase the property in 2011.
27. I will incur three separate losses if the owner takes away the space that I currently occupy: loss of furniture, loss of floor footage, and loss of storage space.
28. The loss of 20% of the floor space in Unit 9 does not compare to the alternative options to lower the bathroom floor by 1" in Unit 10, or to take those ~30 square feet from the adjacent bedroom in Unit 10 (limiting the constructive alterations within the boundaries of Unit 10).
29. If you rule in favor of the owner, this precedent will allow other property owners to claim space from the rent-controlled units, making lives of long-time residents unbearable, thus constructively evicting them and forcing them to move out of San Francisco.
30. San Francisco is in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.
31. I have no financial resources to take this case to civil litigation, and if the owner continues to reference the issued Correction Notice, the civil court may send it back to the DBI to resolve.

NOTE: The Appellant Geeta Bhadauria concurs with many, if not all, of issues raised above.

ADDITIONAL DESCRIPTION OF UNIT #11

32. Unit #11 consists of a: small galley kitchen, small room with no closets used as a bedroom, bathroom, hallway with two small closets, and a medium size room used as the living room. The living room has barely enough room for major furniture such as 1 small couch, 1 small round eating table with chairs, 2 filing cabinets, one small desk with hutch, two night tables which are used to hold computer-related equipment, etc. There has never been enough room for a TV which is why Appellant-Unit #11 has never had one at this address. **This room has a built-in trundle bed that can be used as an extra bed and allow for general storage. The trundle bed results in Unit #11 being irregular-shaped.** Above the trundle bed is a credenza with built-in drawers, compartments, and a bookcase shelf. It also contains paperwork and excess clothing in multiple transparent, stackable Rubbermaid-like ~66L/66 quart containers. There is currently barely sufficient space in the center of the room to rearrange everything so that exercises can be performed and then to move a couple of items and perform additional exercises along the perimeter of the room [Exhibit 15].

ABOUT THE APPELLANT-UNIT #11

33. Appellant-Unit #11 has several different disabilities as a result of being a pedestrian who was hit by a car legally crossing the street; these disabilities require the Appellant to perform a home program of physical therapy exercises in an attempt to manage pain, improve mobility, improve strength, improve stamina, release muscles and/or improve muscle function, etc.

34. The Appellant requires periodic caregiver assistance, who cooks and organizes medical and other documentation and performs other chores, which she manages by occasionally having a family member stay with her.

35. The Appellant has a contract for Unit 11. It reverted to a month-to-month tenancy in 2009.

36. The Appellant-Unit 11 is the only tenant who was 100% successful in able to stave off the Landlord's 7% through the Operating and Maintenance Passthrough application. The co-appellant was successful with conditions. They were the only ones to appeal the application.
37. The Appellant in Unit 11 has been locked out of her unit this year for no valid reason.
38. The Appellant-Unit 11 is frequently not notified of actions that the Landlord is taking or is notified late; other tenants are provided with notification. The Landlord offers the other tenants in the building options that the Landlord does not offer to Appellant-Unit #11. [Exhibit 16]

Additional Info on Scope of Construction

39. In communication to the tenant, the Landlord's agent notified the Appellant that the Appellants' units would be altered and that part of the occupied apartment would be lost to Unit #10, that the partition separating Unit #10 and Unit #11 would be torn down and the trundle bed eliminated. Unit #10 would use the extra space for a dishwasher, etc. [Exhibit 16]
40. Appellant-Unit #11 has not been provided with any information on how much square footage is required from her unit and why, when construction would start and end and exactly how it would proceed. The Appellant has been forced to guess at what is happening [Exhibit 16]. When asking the Landlord's agent for details or providing options, the Landlord's agent's response is that the Appellant is difficult and that other landlords would have gone ahead and made the changes without informing the adjacent tenants.
41. The Landlord, via emails by his lawyer, has put DBI-related conditions on construction not impacting Unit #11. There is no signed Agreement. [Exhibit 17]. Appellant-Unit #11 has called and is waiting on DBI Inspectors for information on DBI orders that impact Unit #11.

THE LAW WITH RESPECT TO APPELLANT-UNIT #11

42. The Appellant-Unit #11 uses space in what is known as her Living Room to perform her physical therapy requirements. She uses the trundle bed for several reasons: to put away her physical

therapy equipment after usage, for general storage which is accessible to her with her physical issues, and for use for caregivers during overnight visits. There is no other room in her apartment in which she can perform the same level of exercises.

43. The Appellant suffers from restrictions, such as lifting objects that weigh more than a pound, requires that objects be below waist level for ease of access and lifting, etc. [Exhibit 16 & 17]

44. The Appellant had adapted Unit #11 to facilitate her ability to improve, maintain, or prevent/reduce backtracking in her ability to do day-to-day activities that most people take for granted, and to limit her pain. This was through exercise and some placement of objects although there is much more work to be done. A home program is commonly prescribed by many medical providers as they do not provide daily physical therapy.

45. Per the Federal Fair Housing Amendments Act of 1988, Sec. 804 [42 U.S.C. 3604] Discrimination in sale or rental of housing and other prohibited practices, by taking away part of the Appellant's existing living space which allows her to perform her physical therapy exercise program, and which stores her physical therapy equipment, and where her occasional caregiver sleeps, and the removal of space which allows her to store items below waste level without her risking injury when she loses her balance, violate Federal Fair Housing rights.

46. By failing to put in place a process or a mechanism that checks that violations are not occurring under either the ADA or the Federal Fair Housing Amendments Act, the City of San Francisco is enabling a permit process that allows Landlords to take away accommodations and/or modifications that people with disabilities have made under the said Acts.

47. FEHA prohibits discrimination on the same bases as federal law and also source of income. FEHA § 12955 explicitly prohibits discriminatory "public or private land use practices, decisions and authorizations" including, but not limited to, "zoning laws, denials of permits, and other [land use] actions . . . that make housing opportunities unavailable" to people with disabilities.

48. The Landlord's agent has incorrectly alleged that the Appellant's trundle bed is a storage unit that is in Unit #10 but accessible through Unit #11 [Exhibit 16]. The area in question is a trundle bed and is **only** accessible through Unit #11.
49. The Landlord accepted the parameters of irregularly shaped Unit #11 and has been doing so as the Appellant and the Landlord have a signed contract [Exhibit 19] which switched over to month-to-month, with the same terms when the original lease expired. The Landlord's attempt to change the parameters of Unit #11 is a violation of quiet enjoyment.
50. The Landlord has been attempting to constructively evict the Appellant, ruining the Appellant's quiet enjoyment and harassing the Appellant by ensuring that it is inconvenient and painful for the Appellant to live in the unit [Exhibit 16].
51. By using the Permit process to add occupied below market-rate square footage to empty market-rate units that are under San Francisco Rent Control, the Landlord is attempting to bypass San Francisco Administrative Code Chapter 37, Residential Rent Stabilization and Arbitration Ordinance and the intent of the drafters of the legislation.
52. The Landlord claims he has a right to make whatever changes are necessary to bring Unit #10 up to code in a way that minimizes the inconvenience to the Landlord. The Appellant's response is that the Landlord's right is not absolute and is subject to limitations set by law.
53. Unit #10 was grandfathered to various San Francisco Building Code requirements as it was built in 1910; it has a track record of successful rental. Since the Landlord desires to make unnecessary changes to renovate Unit #10, the Landlord may be triggering various code requirements and is expecting the neighboring **occupied** residential units to bear the 'loss'.
54. Unit #10 is empty and no one currently resides there; the Landlord has numerous options to make Unit #10 habitable per any code violations without negatively impacting the neighboring occupied units or without violating Federal, State, or other laws; the unit can be left empty.

55. The City of San Francisco's expedited process of approving same-day permits violates the Appellants' due process rights, which add additional barriers to the Appellant to obtain legal relief as someone with physical disabilities. Without a co-appellant, this process would have been even more difficult.

    a. With no details or filed building plans, such as floor plans, to validate the accuracy of before and after changes, it is difficult for Appellants to challenge permits.

        i. Building Inspectors are unable to validate before and after 'in kind' violations.

    b. Building Form 3/8 'Application for Building Permit Additions, Alterations or Repairs' does not take into account the impact on residents in adjacent units or any impact it may have on residents in the building under the ADA, Federal Fair Housing Act, California FEHA, or any other applicable law.

    c. The expedited permit process does not take into consideration any impact on adjacent occupied residential units protected by San Francisco Administrative Code Chapter 37.

    d. The expedited permit process does not have a notice requirement to those residents who are directly impacted by said process. Given that there is a strict deadline of 15 days to appeal a building permit, formal notice should be required for residents who are directly impacted by the permit. The Appellants found out about the permit after the Landlord's agent made overtures shortly before construction was to start and had to research the issue themselves on what their options were. Requiring impacted parties to go to Superior Court to file an injunction puts an undue burden on said parties.

    e. The expedited appeal process moves the onus to impacted parties, e.g. Appellants, to appeal an expedited permit placing an administrative burden (12+ copies of appeal briefs and exhibits, service) and high 'standard of review': 4 out of 5 Board of Appeal members are required to overturn the permit. [Exhibit 20]

EXHIBIT 4-1

RESIDENTIAL RENTAL AGREEMENT

STANDARD FORM

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT--READ IT CAREFULLY

San Francisco, California

MAY 18 2002

1. MAN DONG, Landlord, agrees to rent to NASTASIA T MILLER (VIC), Tenant, the premises described as: 1485 Clay Street, Apt.9 San Francisco, California together with the following furniture and fixtures: New Stove New Refrigerator NO Mattress — Other 3 New Window Shade, New Shower Curtain (insert "as shown on Exhibit A Attached hereto" and attach the exhibit if the list is extensive.) Any damage of tenant to replace new fixture or deduct from security Dep.

2. The rental shall commence on May 21, 2002, and shall continue from month to month unless otherwise stated here: Six (6) Months or Longer. This rental may be terminated at any time by either party by giving written notice 30 days in advance unless a longer or shorter period of advance notice (not less than 10 days) is specified here. * Landlord shall waive 10 days rent on May 21, 2003 to May 31, 2003 ($293) Rent Must be current to apply. Tenant agrees to pay $ 880.00 rent per month on the 21st day of each month. If Tenant fails to pay the rent in full before the end of the 3rd day after it is due, Tenant will pay Landlord a late charge as follows: $35.- . The late charge period is not a grace period, and Landlord is entitled to make written demand for any rent if not paid when due. Tenant further agrees to pay $ 50.- for each dishonored bank check. Any unpaid balance including late charges, shall bear interest at 10% per annum, or the maximum rate allowed by law, whichever is lower. Tenant understands that Payment in full not received on the above day after it is due, is considered a DEFAULT (#14 clause) of rental agreement.

3. Tenant agrees to pay upon execution of this agreement, in addition to rent, a ✓ refundable, ____ non-refundable security deposit of $ 880.00 Cash #9305. The security deposit shall secure the performance of Tenant's obligations. Owner may, but shall not be obligated to, apply all portions of said deposit on account of Tenant's obligations. Any balance remaining upon termination shall be returned to Tenant, if refundable, such charge shall be refunded only if the premises are left in same condition at occupancy and thoroughly clean by Tenant upon termination of occupancy. Tenant shall not have the right to apply the security deposit in payment of the last month's rent, unless otherwise agreed between Landlord and Tenant. The balance of all deposits shall be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Owner or his Authorized Agent.

4. Tenant agrees to pay all utilities except: water, garbage which shall be paid by Landlord.

5. Tenant has examined the premises and all furniture and fixtures contained therein, and accepts the same as being clean and in good order, condition and repair, with the following exception: tenant accepts responsibility at their expense for repair if stove, refrigerator is broken during rental period. Amount paid by Tenant not to exceed $500. Electric Heater not to exceed $100- Refrigerator, stove each not to exceed $50 - No waterbed, washing machine/dryer or piano allowed.

6. The premises are rented for use only as a residence for a single family and for not more than One adults and -0 children. No animals or pets allowed, unless agreed between Landlord and Tenant. If one additional person $150 more per month with prior written consent

7. Tenant shall not disturb, annoy, endanger or inconvenience other tenants of the building or neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, not commit waste or nuisance upon or about the premises. Residents shall not make or allow any disturbing noises in their unit. In no event would exceed 2 persons.

8. Tenant shall obey the Rules and Regulations for the property attached hereto.

9. Tenant shall keep the premises rented for his exclusive use in good order and condition and pay for any repairs caused by his negligence or misuse or that of his invitees. Landlord shall maintain any other parts of the property and pay for repairs not caused by Tenant's negligence or misuse or that of this invitees.

10. Tenant shall neither paint nor make alterations of the property without Landlord's prior written consent.

11. Landlord or his agent shall be permitted to enter the premises: a) in case of emergency; b) to inspect or to make necessary or agreed repairs, improvements, supply necessary or agreed services, and to show the premises to prospective tenants, workmen, or insurance contractors; c) when tenant has abandoned or surrendered the premises. Except under a) and c), entry may be made only during normal business hours, unless otherwise agreed, and at least 24 hours prior notice to Tenant. In an emergency, Landlord or his agent may enter the premises without securing prior permission from Tenant, but shall give Tenant notice of such entry immediately thereafter.

12. Indemnification: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or unlawful act of Owner, his agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or unlawful act of Owner, his/her agents or employees. It is understood that Owner's insurance does not cover Tenant's personal property. Tenant should contact an insurance company about a renter's insurance policy.

13. Tenant abandons or vacates the premises, Landlord may at his option terminate this agreement, re-enter the premises and remove all property. Tenant shall be charged for storage of belongings/property. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises shall be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allow by law.

In the event of a default by Tenant, Owner may elect to (a) continue the rental agreement in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he/she may incur by reason of the breach of the rental agreement, including the cost of recovering the premises, and including the worth at the time of such termination or at the time of an award if suit be instituted to enforce this provision, the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

14. **Default:** If Tenant fails to pay rent when due, or perform any provision of this Agreement, after not less then three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant, unless Tenant, within said time, shall cure such default. This means Tenant to pay rent in full, plus late charge, and 10% interest.

15 Tenant shall not let or sublet all or any part of the premises nor assign this agreement or any interest in it without the prior written consent of Landlord.

16. Lead-Based Paint and Lead-Based Paint Hazards Disclosure. Lead warning statement: Every tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint, paint chips and dust that may place young children at risk of developing lead poisoning. Lead can post health hazards if not disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The landlord of any interest in pre-1978 residential real property , prior to rental, is required to: (a) Provide the tenant with any information on lead-based paint hazards from risk assessments or inspections in the landlord's possession; (b) Notify the tenant of any known lead-based paint hazards; and (c) Give the tenant a Federally approved pamphlet on lead poisoning prevention.

17. The prevailing party may recover from the other party his/her cost and attorney fees of any action brought by either party to enforce any terms of this agreement or recover possession of the premises.

18. Failure of Owner to enforce any provision of this Agreement shall not be deemed a waiver. The acceptance of rent by Owner shall not waive his/her right to enforce any provision of this Agreement.

19. Either party may terminate this agreement in the event of a violation of any provision of this agreement by the other party.

20 Time is of the essence of this Agreement.

20. **Fair Housing:** Owner and Tenant understand that the Federal Fair Housing Law prohibits discrimination in the rental, or advertising of housing on the basis of race, religion, color, sex, familial status, handicap or national origin. If the premises is located in a rent control area, the Tenant should contact the Rent and arbitration Board for his/her legal rights.

The Tenant(s) has read and agree to the terms of this Agreement, and hereby acknowledges receipt of a copy of this Agreement

Landlord _____ Date 05/19/02 Tenant _____

Tenant _____

Receipt for deposit acknowledged by: MD May 18 Date 5/18/2002

Exhibit 4-2

Exhibit 5

Notice of the Breach of the Covenant of Quiet Enjoyment and Decreased Housing Services, 1485 Clay Street, Apt. 9

Stacy Miller <Stacy.Miller.SEM@gmail.com> **Aug 28**

to Manoj, Brooks, Alexander, bcc: Geeta

Hi Manoj,

I am writing to let you know that the construction in Unit 10 is affecting the livability of my studio (adjacent Unit 9) and thus **breaches the covenant of quiet enjoyment.**

The issue: there are now openings visible in the walls separating units 9 and 10, specifically between the bathroom in Unit 10 and the trundle bed area in Unit 9.

As I already informed you in the email below (08/08/14), I occupy both the trundle bed and its daytime storage area, which are built-in my Unit 9 and are part of my housing services per my rental lease contract of 2002. The openings in the wall that I noticed yesterday (8/27/14) will allow the construction dust and debris damage my bed and its storage, as well as the bedding and the items stored under the bed. In my email to you of 8/16/14 (see below), I had informed you that allowing any water leakage on the bathroom floor in Unit 10 may damage my belongings, which will cause replacement costs for my bedding (mattress - $500; frame - $100; down duvet - $100; sheets, pillows, blankets, comforters - $150). I would like to inform you that construction dust and debris from the holes in the wall I had described above may also damage my bedding ($850), as well as snowboarding equipment that is stored under it (~$900 worth).

I am asking you again to let your plumbing contractors know that my bed is immediately below the Unit 10 bathroom, and to make sure that the wall separating my unit from Unit 10 is intact. Since I have asked you twice before to be mindful of my trundle bed location when performing renovation in Unit 10 bathroom, and informed you about the cost of my belongings stored on and under the trundle bed, I will be seeking compensation from you should my belongings get damaged due to construction in Unit 10.

Failure to limit the construction work to Unit 10 (per Building Permit Application 201408133751), as well as attempt to take away my space that I occupy in Unit 9 per my rental lease contract (the trundle bed and its built-in daytime storage) may be considered an act of harassment, the breach of the covenant of quiet enjoyment due to decreased housing services, and an act of retaliation to my appeal of the 7% Operating and Maintenance rent increase last year.

Per the anti-harassment ordinance that amends an administrative code to allow tenants who feel they are being harassed and pressured into leaving their apartments (to make room for higher-paying tenants), effective February 8, 2014, I can get a hearing before the SF Rent Stabilization Board to resolve this matter.

I am making a reasonable accommodation request for you to not alter my Unit 9, and to limit the renovation of Unit 10 to Unit 10 only.

Sincerely,
Stacy Miller

Exhibit 6-1

Stacy Miller <Stacy.Miller.SEM@gmail.com> Oct 11 (4 days ago)

to Manoj Kapoor <1485clay@gmail.com>

Hi Manoj.

If someone at the Rent Board provided you with guidance that a reduction of $50 per month would be a fair number to accurately compensate me, then we must have described differently the three losses that I would incur as a result of significant decrease in housing services. It was also the Rent Board who initially recommended me to ask for 20% rent abatement, and then both Tenants Union and Housing Rights Committee confirmed that they also considered ~$200 to be a fair monthly compensation.

While I understand that 75$ might appear normal for property owners to offer, it does not mean that it is an accurate compensation for my losses. It will not even match the rent increase in February (that will include the annual increase and the deferred $62), and it is less than a half of the recommended amount that Rent Board suggested to me.

I did further research for beds, and found that there are Murphy sofa beds (which most closely represent the functionality of my existing trundle bed) and $600 only can buy a cheap IKEA sofa bed. Here are the links: http://www.flyingbeds.com/14.SmartBeds/Dile.SofaBed.htm and http://www.allmodern.com/Lazar-Darby-Sleeper-Loveseat-LAZA1094-LAZA1094.html

As I said before, even with a new bed that would replace my existing bed and my existing sofa, and a permanent rent abatement of 20%, I would still much rather keep the things as they are now. Existing 30 sq. feet of floor space under my trundle bed allow me to easily convert my studio into a living room during the day, where I can work, study, or have guests, and to convert the living room into a bedroom with a bed fully made every night - in 2 seconds. This transforming functionality is what is so precious to me, and this is why in 2002 I rented this apartment, and not any of the other available studios that were up to $200 cheaper.

Sincerely,
Stacy

P.S. My unit complies with the code as is, and there are other options to make the "existing conditions" in Unit 10 to comply with the current code, without taking away my space, by only making alterations within the 4 walls of Unit 10 (per the suspended permit).

On Mon, Oct 6, 2014 at 12:23 PM, Stacy Miller <Stacy.Miller.SEM@gmail.com> wrote:

Manoj,

I will withdraw my appeal when we come to an agreement re: the compensations for all three losses that I listed above. The $600 only compensates for the bed itself, and is nothing compared to the 20% of floor space that I will be losing, which is much more valuable than the bed. I am not trying to make $600 here - it's less than a month of rent, and I don't understand how you expect it to improve my quality of life for the next years that I will live in a reduced space.

I don't want to lose this space, and I believe I have a strong case for the BOA. If you want me to cancel the hearing and waive my contractual rights to the space that I rented when I started my tenancy 12 years ago,

Exhibit 6-2

you will need to guarantee sufficient compensation. If you don't want to negotiate with me, you can involve the Rent Board, and once we sign the agreement for the compensation, I will withdraw my appeal.

Stacy

On Wed, Oct 1, 2014 at 12:49 PM, Manoj Kapoor <1485clay@gmail.com> wrote:
Hi Stacy,

Thanks for your email and ideas. I appreciate your suggestions for modifying the Unit 10 construction and I did confer with the rest of the owners at Clay Street. The decision to lower the bathroom floor is final, and unchangeable. I truly am sorry that it may negatively affect you. It's never a goal to cause a tenant any kind of hardship. I am trying to come up with a workable solution for you, but keeping the raised floor bathroom in Unit 10 is simply not an option.

Concerning Repairs in Unit 9

Stacy Miller <Stacy.Miller.SEM@gmail.com> Aug 26

Hi Manoj,

After talking to you on Saturday, I have a better understanding of why you are considering removing the trundle bed from my apartment (and I hope that now you also have a better understanding that it is an essential piece of furniture that I sleep on). However, I do not feel that removing the trundle bed is the only solution to your problem.

I understand that you want to renovate Unit 10 in order to charge more rent for it, and I understand that because you want to renovate it, the DBI requested that you to bring to the code other areas. I just do not understand why your desire to renovate the largest apartment in the building and charge double rent from the previous ~$1,360 should result in penalizing me by making the smallest apartment in the entire building even smaller.

I have the only studio in the building, and while it is the smallest unit in the building, the rent I pay for it after 12 years of tenancy is not even the lowest in the building. It was $200 more expensive than comparable studios in the area in 2002, and the Dongs rented it to me as semi-furnished, with a trundle bed built-in, for which the mattress was not provided per my contract. The trundle bed that I can pull in during the daytime was the only reason I rented this unit, and I paid more all these years for the privilege to have this trundle bed and its associated storage, which I occupy per my contract lease.

Can you try to solve your renovation problem within the Unit 10, without taking away my space? If you apply your problem-solving skills to Unit 10 – the largest unit in the building – you will have more space to work with. You could put the washer and dryer on the elevated platform, you could make a closet there and remove the door, you could move the bathroom around the elevation, since you are changing plumbing anyway, add an extra step, etc. Even if you simply keep the elevated portion of the floor over my bed as is and put the wall around it, this will only take about 54"x54" (5-10%?) area from Unit 10 – the largest apartment in the building, whereas putting another bed in the only sleep-and-live room that I have in the smallest unit in the building will reduce my available floor footage in half.

Exhibit 7

NO. _____ August 13 2014

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

CORRECTION NOTICE AND REPORT

Addr. 1485 Clay St

Permit #: PPA # 201403133751

	Code Section
Minimum Ceiling Height in Kitchen & Bathroom Shall Be Not less Than 7 Ft	1208.2
Stair Riser Height Shall Be 7 inches Maximum & Tread Depth Shall Be 11 inches Minimum	1009.7.2
There Shall Be A Landing On Each Side Of A Door, Such Landing Shall Be At The Same Elevation On Each Side Of The Door.	1008.1.5
With Separating Dwelling Units Shall Be Fire Partitions With A Rating Not Less Than 1 Hour	708.3
Mechanical Assemblies Shall Be Not Less Than 1 Hour	711.3

Contact Inspector D. Duffy

Dis. 313 1660 Mission Street or phone 558-6120

Supervisor D. Rizzo 20 Date 8/15/14

Exhibit 8

1009.7.2 Riser height and tread depth.
Stair riser heights shall be 7 inches (178 mm) maximum and 4 inches (102 mm) minimum. The riser height shall be measured vertically between the *nosings* of adjacent treads. Rectangular tread depths shall be 11 inches (279 mm) minimum measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's *nosing*. *Winder* treads shall have a minimum tread depth of 11 inches (279 mm) between the vertical planes of the foremost projection of adjacent treads at the intersections with the walkline and a minimum tread depth of 10 inches (254 mm) within the clear width of the *stair*.

Exceptions:

1. *Alternating tread devices* in accordance with Section 1009.13.

2. Ship ladders in accordance with Section 1009.14.

3. *Spiral stairways* in accordance with Section 1009.12.

4. *Aisle stairs* in assembly seating areas where the stair pitch or slope is set, for sightline reasons, by the slope of the adjacent seating area in accordance with Section 1028.11.2.

5. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be $7^3/_4$ inches (197 mm); the minimum tread depth shall be 10 inches (254 mm); the minimum *winder* tread depth at the walkline shall be 10 inches (254 mm); and the minimum *winder* tread depth shall be 6 inches (152 mm). A *nosing* projection not less than $^3/_4$ inch (19.1 mm) but not more than $1^1/_4$ inches (32 mm) shall be provided on *stairways* with solid risers where the tread depth is less than 11 inches (279 mm).

6. See Section 3404.1 for the replacement of existing *stairways*.

 Exhibit 9-1

Print

San Francisco Planning Code

SEC. 317. LOSS OF DWELLING UNITS THROUGH DEMOLITION, MERGER AND CONVERSION.

(a) **Findings.** San Francisco faces a continuing shortage of affordable housing. There is a high ratio of rental to ownership tenure among the City's residents. The General Plan recognizes that existing housing is the greatest stock of rental and financially accessible residential units, and is a resource in need of protection. Therefore, a public hearing will be held prior to approval of any permit that would remove existing housing, with certain exceptions, as described below. The Planning Commission shall develop a Code Implementation Document setting forth procedures and regulations for the implementation of this Section 317 as provided further below. The Zoning Administrator shall modify economic criteria related to property values and construction costs in the Implementation Document as warranted by changing economic conditions to meet the intent of this Section.

(b) **Definitions.** For the purposes of this Section 317, the terms below shall be defined as follows:

(1) "Residential Conversion" shall mean the removal of cooking facilities in a Residential Unit or the change of occupancy (as defined and regulated by the Building Code), or the change of use (as defined and regulated by the Planning Code), of any Residential Use or Live-Work Unit to a non-residential use. The change of occupancy from a dwelling unit, group housing, or SRO to Student Housing is also considered a conversion of a Residential Unit. Notwithstanding the foregoing, the change of use or occupancy of a dwelling unit, group housing, or SRO to Student Housing is not considered a conversion of a Residential Unit if the dwelling unit, group housing or SRO will be Student Housing owned, operated or otherwise controlled by a not for profit post-secondary Educational Institution and

(A) it was built by the post-secondary Educational Institution;

(B) it is in a convent, monastery, or similar religious order facility;

(C) it is on an adjoining lot (i.e., sharing the same lot line) to the post-secondary Educational Institution, so long as the lot has been owned by the post-secondary Educational Institution for at least ten years as of the effective date of Ordinance 188-12; or

(D) as of August 10, 2010, it was owned, operated or otherwise controlled by a post-secondary Educational Institution that had an Institutional Master Plan on file with the Planning Commission, and where the occupancy by those other than students at that date was less than 20% of the total occupants. For purposes of determining occupancy, the post-secondary Educational Institution shall present to the Planning Department verified information regarding its rental or lease of units as of that date.

(2) "Residential Demolition" shall mean any of the following:

(A) Any work on a Residential Building for which the Department of Building Inspection determines that an application for a demolition permit is required, or

(B) A major alteration of a Residential Building that proposes the Removal of more than 50%

of the sum of the Front Facade and Rear Facade and also proposes the Removal of more than 65% of the sum of all exterior walls, measured in lineal feet at the foundation level, or

(C) A major alteration of a Residential Building that proposes the Removal of more than 50% of the Vertical Envelope Elements and more than 50% of the Horizontal Elements of the existing building, as measured in square feet of actual surface area.

(D) The Planning Commission may reduce the above numerical elements of the criteria in Subsections (b)(2)(B) and (b)(2)(C), by up to 20% of their values should it deem that adjustment is necessary to implement the intent of this Section 317, to conserve existing sound housing and preserve affordable housing.

(3) "Facade" shall mean an entire exterior wall assembly, including but not limited to all finishes and siding, fenestration, doors, recesses, openings, bays, parapets, sheathing and framing.

(4) "Front Facade" shall mean the portion of the Facade fronting a right-of-way, or the portion of the Facade most closely complying with that definition, as in the case of a flag lot. Where a lot has more than one frontage on rights-of-way. all such frontages shall be considered Front Facades except where a facade meets the definition of "Rear Facade."

(5) "Horizontal Elements" shall mean all roof areas and all floor plates, except floor plates at or below grade.

(6) "Mandatory Discretionary Review" shall mean a hearing before the Planning Commission that is required by this Section 317 at which the Commission will determine whether to approve, modify or disapprove a permit application.

(7) "Residential Merger" shall mean the combining of two or more legal Residential Units, resulting in a decrease in the number of Residential Units within a building, or the enlargement of one or more existing units while substantially reducing the size of others by more than 25% of their original floor area, even if the number of units is not reduced. The Planning Commission may reduce the numerical element of this criterion by up to 20% of its value should it deem that adjustment is necessary to implement the intent of this Section 317, to conserve existing housing and preserve affordable housing.

(8) "Rear Facade" shall mean that portion of the Facade facing the part of a lot that most closely complies with the applicable Planning Code rear yard requirements.

(9) "Removal" shall mean, with reference to a wall, roof or floor structure, its dismantling, its relocation or its alteration of the exterior function by construction of a new building element exterior to it. Where a portion of an exterior wall is removed, any remaining wall with a height less than the Building Code requirement for legal head room shall be considered demolished. Where exterior elements of a building are removed and replaced for repair or maintenance, in like materials, with no increase in the extent of the element or volume of the building, such replacement shall not be considered Removal for the purposes of this Section. The foregoing does not supersede any requirements for or restrictions on noncomplying structures and their reconstruction as governed by Article 1.7 of this Code.

(10) "Removal" shall mean, with reference to a Residential Unit, its Conversion, Demolition, or Merger.

(11) "Residential Building" shall be mean any structure containing one or more Residential Uses or Live-Work Units as a principal use, regardless of any other uses present in the building.

Current Layout

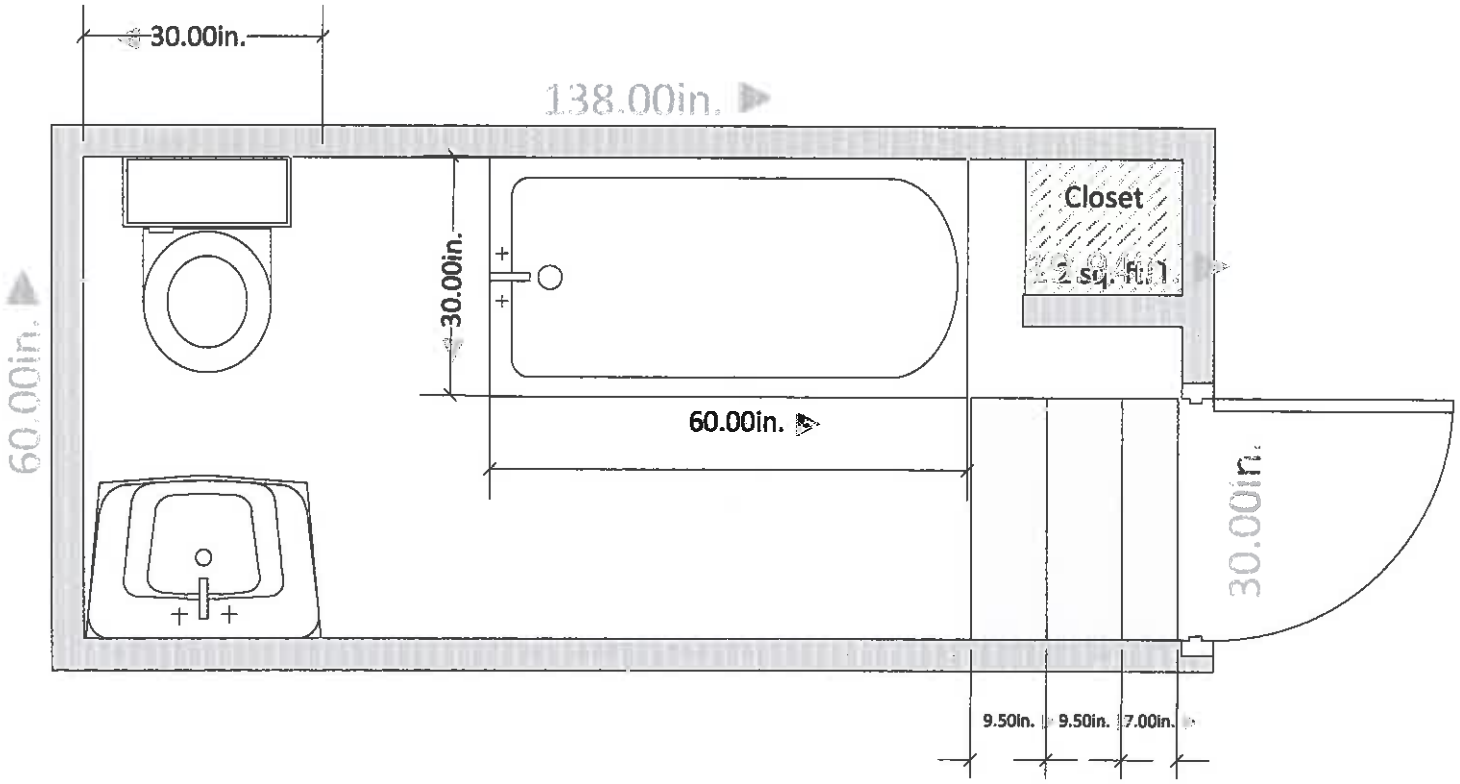
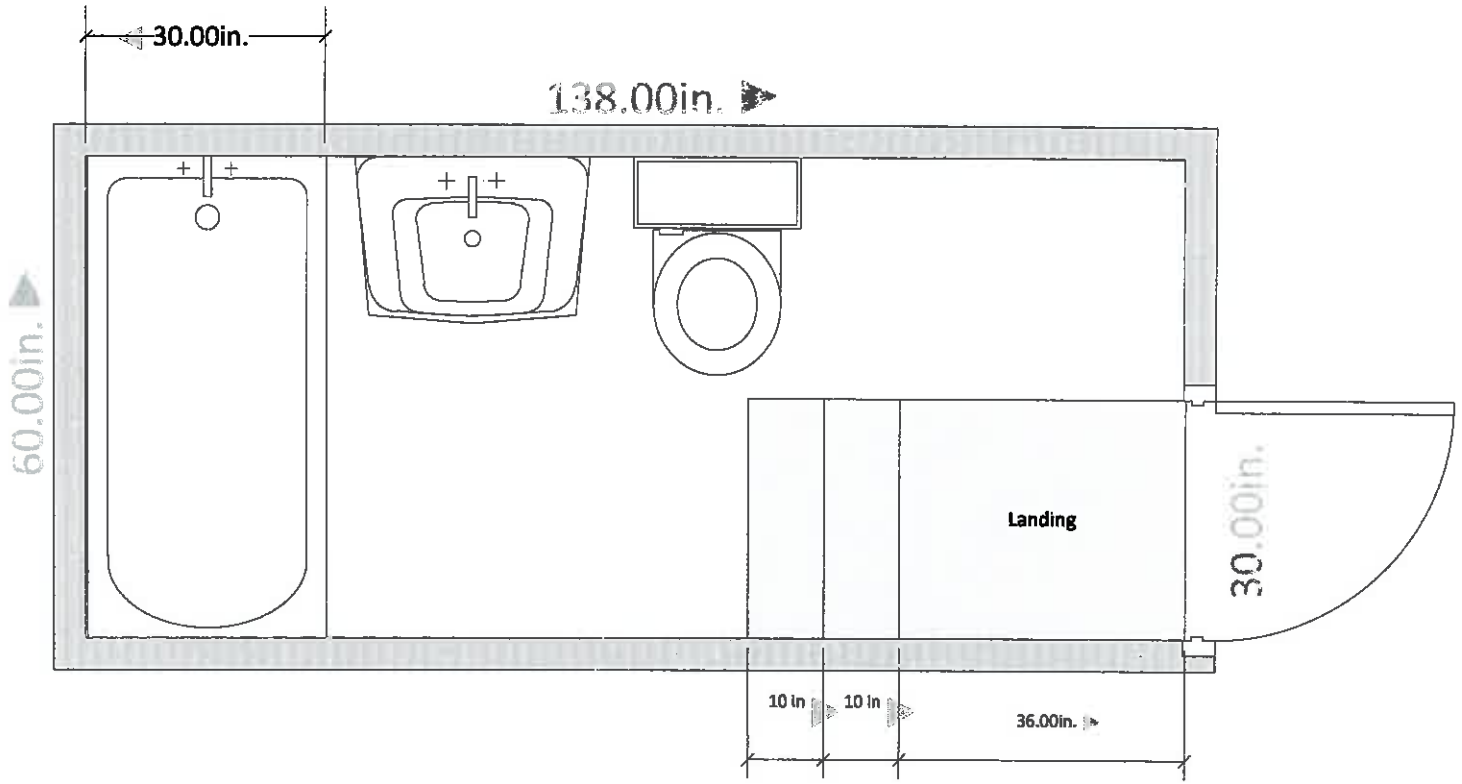
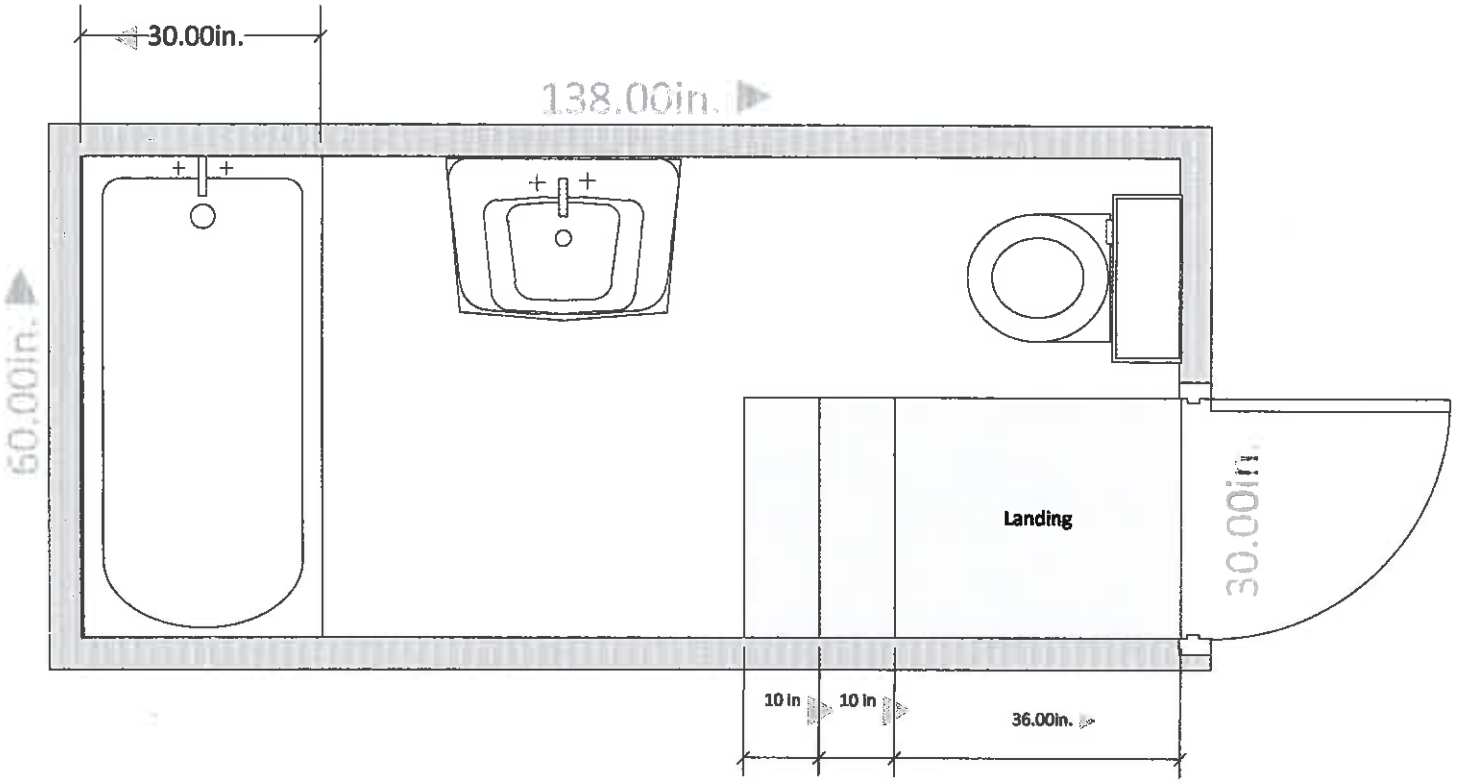


Exhibit 10-2

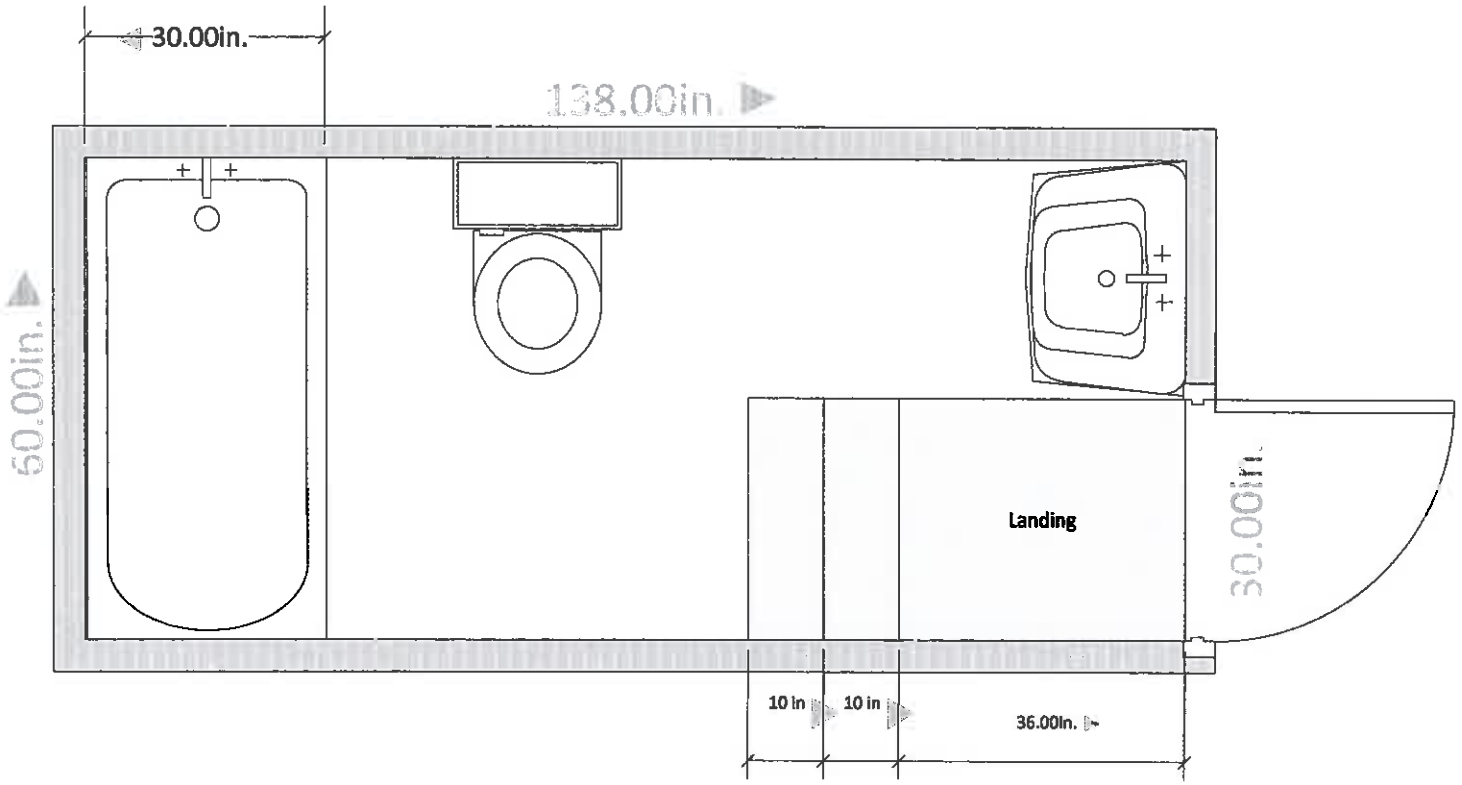
Option 1 (moving bath tub)



Option 2 (moving bath tub)



Option 3 (moving bath tub)



Option 4 (moving entrance to the bathroom into the bedroom)

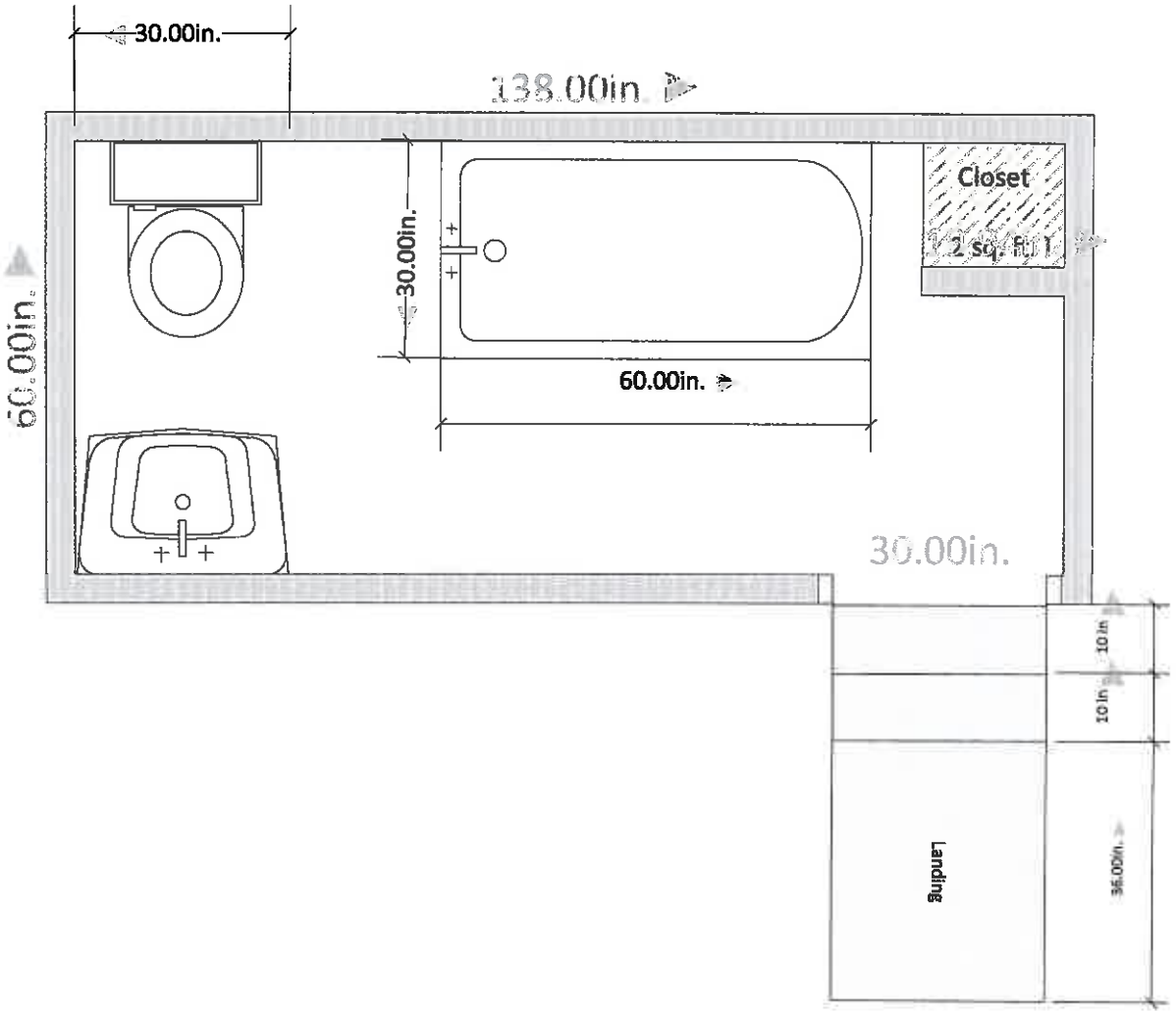


Exhibit 11

Exhibit 12

2B LIVING

Notice of Agreement

July 25, 2014

To: Nastasia T Miller

1485 Clay St. #9, San Francisco, CA 94109

Dear Stacy,

Clay Street Investors ("Landlord") hereby enters into an Agreement with Nastasia T Miller ("Tenant") with reference to real property at 1485 Clay Street #9, San Francisco, California. This is to inform you that effective August 1, 2014, the Landlord will commence repairs and alterations to the adjacent apartment (#10) to your unit. Landlord's capital improvements will require the removal of a storage cabinet located in Unit #10 but currently accessed through Unit #9. Tenant hereby desires compensation for removal of said storage area.

Landlord is prepared to offer Tenant compensation in the form of additional storage space within Unit #9, or Landlord is willing to offer monetary compensation. Landlord is willing to pay Tenant the total sum of $750.00 in satisfaction of any claims which may be made against the Landlord for the loss of storage. Landlord shall pay the sum to tenant by making monthly installment payments of $31.25 per month starting August 1, 2014 and ending July 1, 2016. Payment will be made by check from Landlord to Tenant each month during the agreed upon term.

All other terms of rental agreement continue to remain in effect.

Thank you for choosing to live at 1485 Clay Street. We appreciate your tenancy.

Sincerely,

Brooks Baskin/2B Living, Property Manager on behalf of Landlord.

Landlord Date

Tenant Date

Exhibit 14-1

Exhibit 14-2

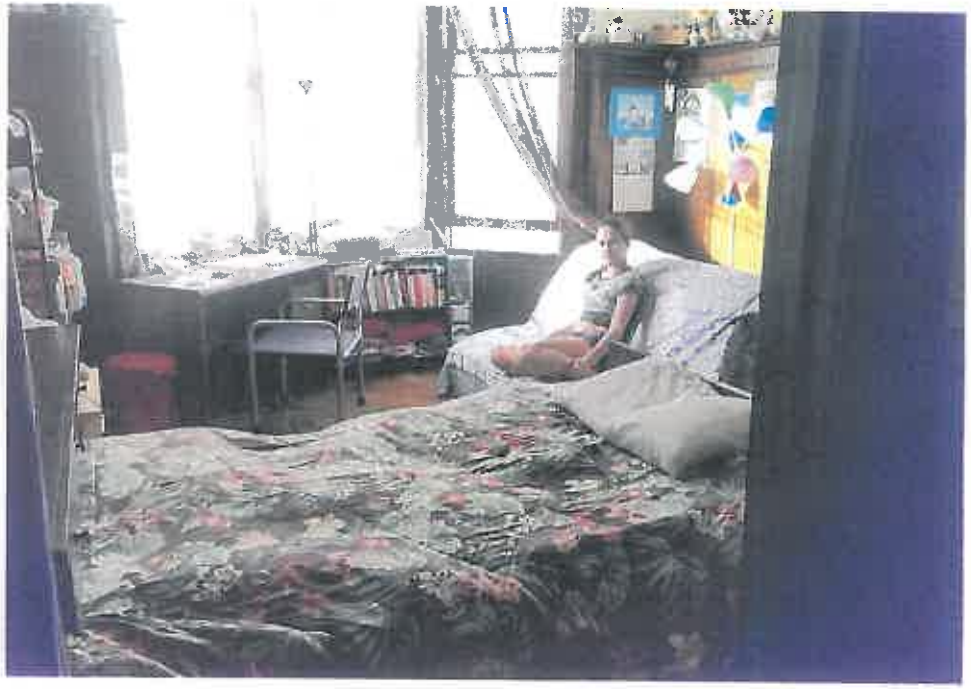
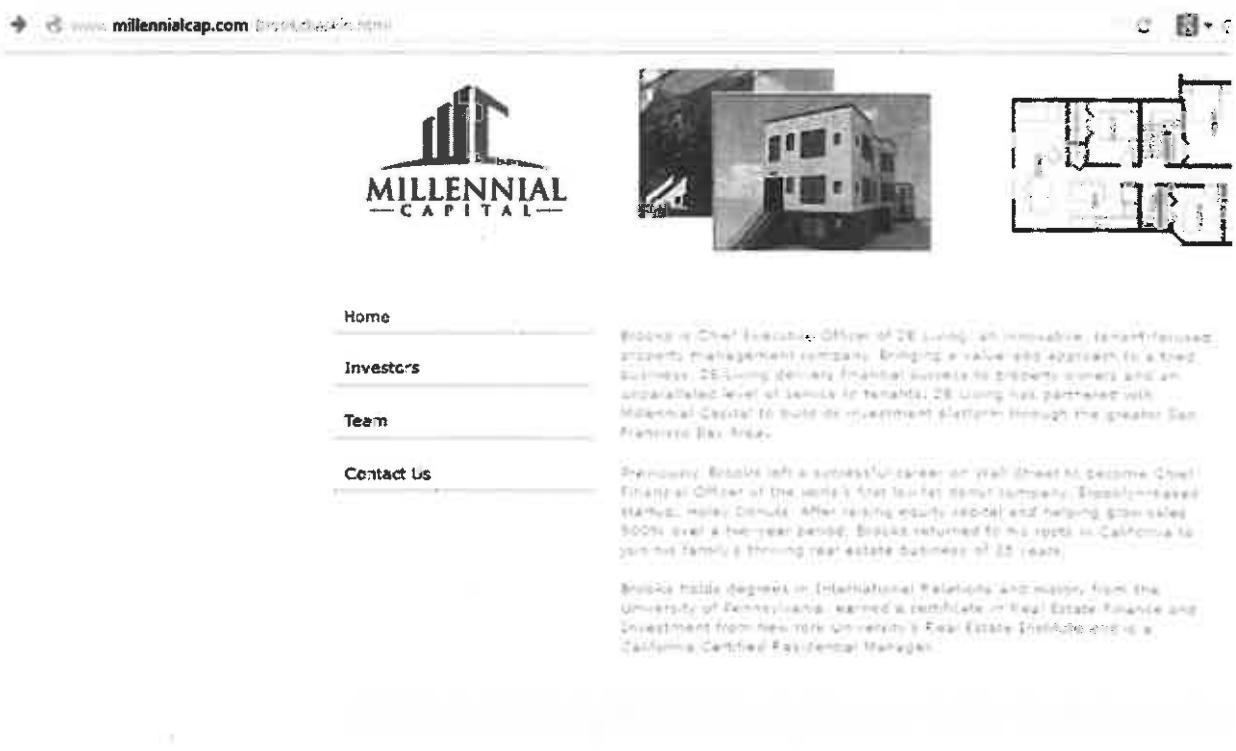


Exhibit 1:

www.millennialcap.com/brooksbaskin.html



Brooks Baskin

CEO & Founder at 2B Living, Inc.

- www.linkedin.com/pub/brooks-baskin/8/648/534

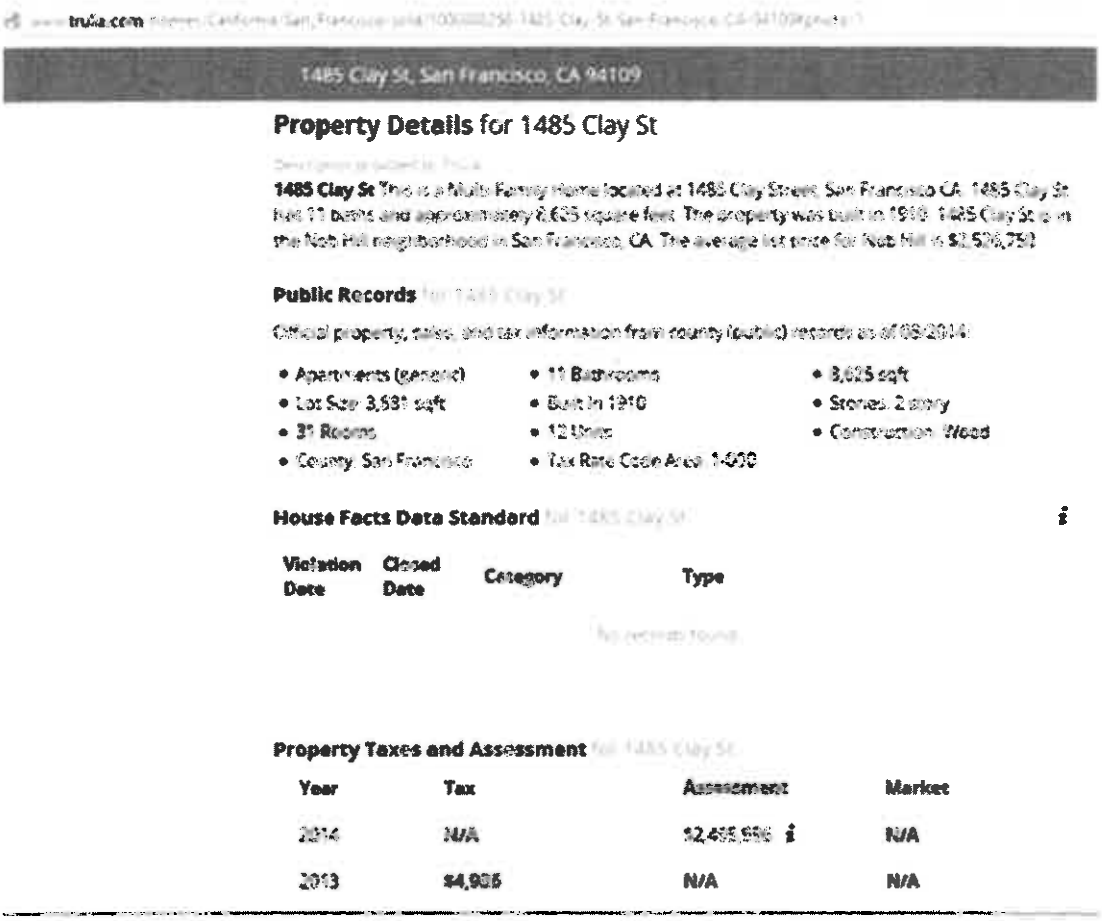
Background

Experience

CEO and Founder
2B Living, Inc.
June 2010 – Present (4 years 5 months)
CFO
Holey Donuts
June 2008 – June 2010 (2 years 1 month)
Associate Director
Bear Stearns
June 2004 – June 2008 (4 years 1 month)

Exhibit 2:

http://www.trulia.com/homes/California/San_Francisco/sold/1000888258-1485-Clay-St-San-Francisco-CA-94109#photo-1



trulia.com

1485 Clay St, San Francisco, CA 94109

Property Details for 1485 Clay St

1485 Clay St This is a Multi-Family Home located at 1485 Clay Street, San Francisco CA. 1485 Clay St has 11 baths and approximately 8,625 square feet. The property was built in 1910. 1485 Clay St is in the Nob Hill neighborhood in San Francisco, CA. The average list price for Nob Hill is $2,509,750.

Public Records

Official property, sales, and tax information from county (public) records as of 08/2014

- Apartments (generic)
- Lot Size: 3,581 sqft
- 31 Rooms
- County: San Francisco
- 11 Bathrooms
- Built in 1910
- 12 Units
- Tax Rate Code Area: 1-000
- 8,625 sqft
- Stories: 2 story
- Construction: Wood

House Facts Data Standard

Violation Date	Closed Date	Category	Type

No permits found.

Property Taxes and Assessment

Year	Tax	Assessment	Market
2014	N/A	$2,455,956	N/A
2013	$4,905	N/A	N/A

Exhibit 3:

http://bandoncap.com/page0/page0.html

EXHIBIT 13

2B LIVING

Notice of Agreement

July 25, 2014

To: Geeta Bhaudaria

1485 Clay St. #11, San Francisco, CA 94109

Dear Geeta,

Clay Street Investors ("Landlord") hereby enters into an Agreement with Geeta Bhaudaria ("Tenant") with reference to real property at 1485 Clay Street #11, San Francisco, California. This is to inform you that effective August 1, 2014, the Landlord will commence repairs and alterations to the adjacent apartment (#10) to your unit. Landlord's capital improvements will require the removal of a storage cabinet located in Unit #10 but currently accessed through Unit #11. Tenant hereby desires compensation for removal of said storage area.

Landlord is prepared to offer Tenant compensation in the form of additional storage space within Unit #11, or Landlord is willing to offer monetary compensation. Landlord is willing to pay Tenant the total sum of $750.00 in satisfaction of any claims which may be made against the Landlord for the loss of storage. Landlord shall pay the sum to tenant by making monthly installment payments of $31.25 per month starting August 1, 2014 and ending July 1, 2016. Payment will be made by check from Landlord to Tenant each month during the agreed upon term.

All other terms of rental agreement continue to remain in effect.

Thank you for choosing to live at 1485 Clay Street. We appreciate your tenancy.

Sincerely,

Brooks Baskin/2B Living, Property Manager on behalf of Landlord.

Landlord Date

Tenant Date

EXHIBIT
15-A

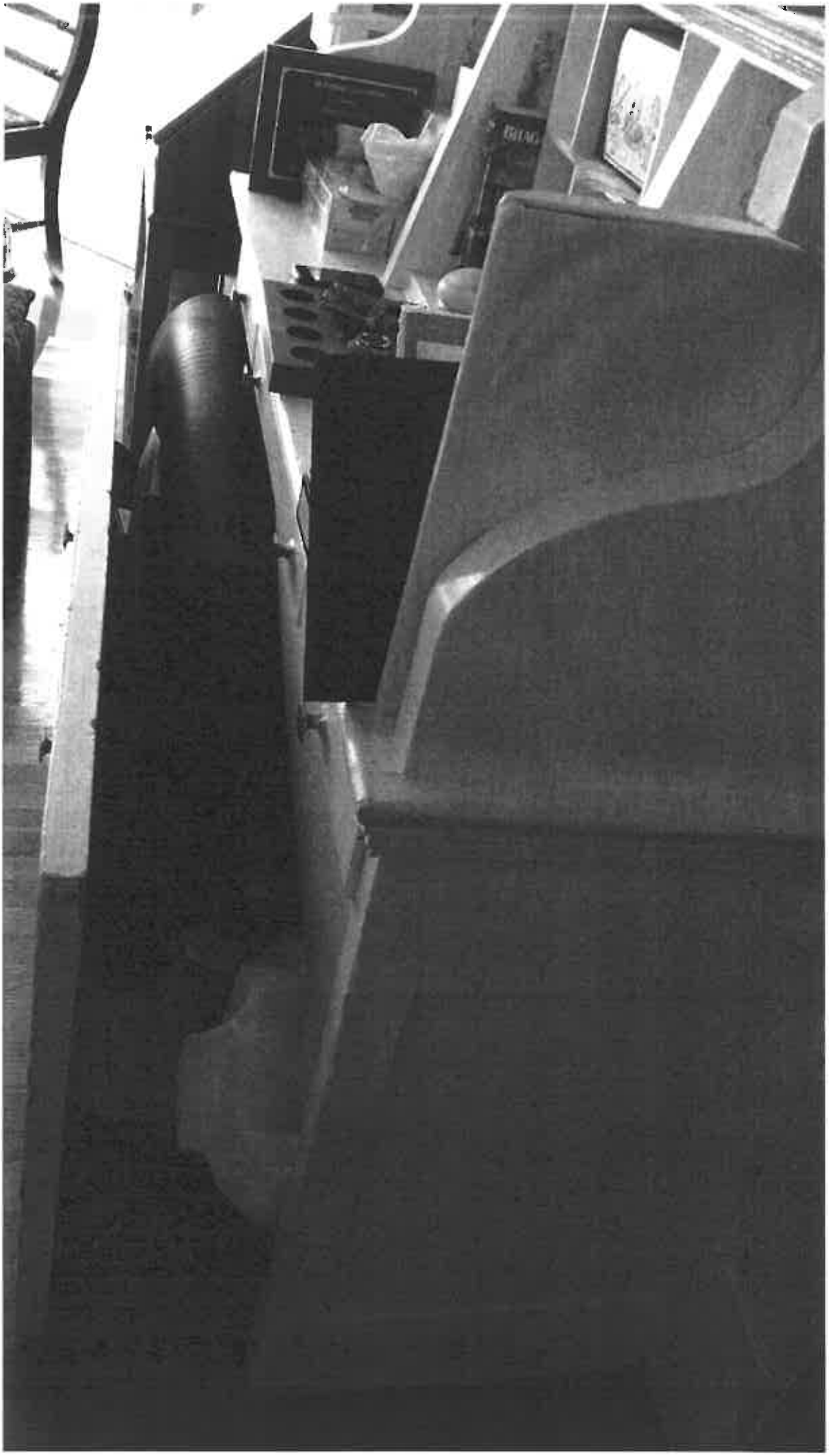


EXHIBIT
15-B

EXHIBIT
15-C

EXHIBIT
15-D

EXHIBIT 16.

Geeta Bhadauria
1485 Clay Street, Apt. 14
San Francisco, CA 94109.

SENT BY MAIL AND FAX

July 31, 2014.

Brooks Baskin
Property Manager
2B Living
125 San Luis Avenue
San Bruno, CA 94066.

Manoj Kumar/Clay Street Investors
c/o Brooks Baskin, Property Manager and Agent for Manoj Kumar/Clay Street Investors

Dear Mr. Baskin and Mr. Kumar/Clay Street Investors,

RE: Geeta Bhadauria and her tenancy of 1485 Clay St. Apt. 11, San Francisco CA 94109

Request to immediately cease and desist all efforts for violate Ms. Bhadauria's rights: (1) to occupy the space that she agreed upon when she entered into her rental agreement to rent Apartment 11 under contract law, (2) under the Fair Housing Act, (3) under the quiet enjoyment covenant doctrine, (4) under basic anti-harassment laws.

Refusal to abide by this request will result in Ms. Bhadauria taking legal remedies to secure her rights. Bad faith actions could result in responsible parties being held personally liable.

Request for reconciliation of rent monies calculation for this year

Issue 1:

Taking space from my (Geeta Bhadauria/the tenant's) **unit** (#11) that has been part of the unit (#11) for several decades and saying that it belongs to the unit next door (#10). This is a **bad faith action of the landlord and the landlord's agent** to take away my space and, in my opinion, avoid applying for the proper legal documents and permissions and going through the proper legal processes.

I was shocked to receive your Notice of Agreement, dated July 25, 2014, that you did not deliver until late afternoon/early evening of July 26, 2014 by slipping the notice underneath the door of my unit.

During my conversations on July 22 and 23 with Brooks, when he tried to get me to be amenable to losing space from my unit so that you could add it to the now empty Apt 10, I asked him to document exactly what changes you were planning to make to Apt 10 that would impact my unit and how they would impact my unit.

Instead, you put together the Notice of Agreement that has a number of inaccuracies:

Notice of Agreement, Inaccuracy 1:

It **incorrectly** describes the built-in fixed trundle bed furniture space in my living room as a storage cabinet that's located in Unit 10 but currently accessed through Unit 11.

Given that the trundle bed fixture has always been part of Unit 11 for decades since its inception per the previous owners, and since the previous tenants who have inhabited Units 10 and 11 during the respective tenancies of Geeta Bhadauria (tenant of Unit 11) and Christy Chan (long-time tenant of Unit 10 who vacated premises in July 2014), the trundle bed is not located in Unit 10; rather, Unit 10 is oblong shaped due to the trundle bed structure.

Notice of Agreement, Inaccuracy 2:

I have **never** acquiesced to removal of my trundle bed and the associated area that goes with it unless you were willing to provide me with an equal amount of accessible space (given my physical disability limitations) from Unit 10; accordingly, I have never desired, nor requested monetary compensation, and have flat out refused offers of monetary compensation. Your offers of additional storage space are fallacies; I will not be getting any additional space; you will just be building shelves or closets that will take existing space that I already have and, in the end, I will suffer a net loss of space. As I told Brooks, there is nothing to stop me from purchasing my own shelving or armoires or creating my own pseudo-closets except adequate space. Living in a small junior one-bedroom apartment, I do not have a large amount of square footage to work with.

Associated offer of temporary rent abatement, contrary to legal findings in the City of San Francisco

I am not interested in losing the space; however, I do find your actions interesting that you offer $31.25 a month in rent abatement for 2 years for the loss of the space. I would like to know how you came up with that figure, given that if the space is lost permanently common sense would expect that the rent abatement would expect that the rent abatement be permanent; interestingly enough, the San Francisco law agrees with this rationale and requires that the rent abatement be permanent. I find your offer of temporary rent abatement in the Notice of Agreement, in light of the law's requirement of permanent rent abatement to be **another example of bad faith by the landlord and the landlord's agent**.

Notice of Agreement, Inaccuracy 3:

My last name is spelled 'Bhadauria' not 'Bhaudaria'.

I do not agree with this Notice of Agreement; I do not intend to sign this Notice of Agreement.

Issue 2:

Taking away something that is part of my apartment space and in my apartment parameters when I rented it is a violation of my rights under contract law, common law, and Landlord and Tenant law

The built-in trundle bed furniture and space was part of Unit 11 when it was shown to me in 2008 by the previous owners and Landlords, Mr. and Mrs. Dong and was one of the reasons why I rented the

apartment at the time. The trundle bed furniture is part of a built-in structure on rails that came with a wooden baseboard-type frame. I signed an agreement to rent 1485 Clay Street, Apt. 11, San Francisco, California. Your decision to arbitrarily change the square footage of my unit, the space of my unit, and what's available to my within the normal parameters of my unit is **a violation of my rights under contract law, common law, and Landlord and Tenant law**.

You have no just cause to take away my space. Your desire to take away my space to add to the empty unit next to mine in the guise of capital improvements is subverting the intents of June 1979 Rent Ordinance Laws which is to keep tenants in SF protected from rapidly rising rents (which stabilizes the amount of square footage that is subject to excessive increases in rent) and protect them from just cause evictions. Well, by taking away my space, you immediately take living space that is under stabilized rent (since 2008) and add it to a unit that will be set to market rate, make my unit smaller and take away my living room exercise capabilities, bed and storage area on top of that. If this isn't an attempt at just cause evictions, I don't know what is considering that I live in a small junior 1-bedroom apartment. Your actions to subvert the June 1979 Rent Ordinance Laws is **an act of bad faith.**

Brooks initially told me that the city laws required you to eliminate my living space and add it to Unit 10 when he was trying to get me to agree to shelves in my apartment. My response was that this did not make sense as I am living in this apartment and I should be grandfathered. What law was my living space breaking? Then Brooks backtracked and said that the renovations required my living space. This is **another example of bad faith actions** and trying to constructively evict me. It is difficult for me to trust you when facts are misrepresented so blatantly both verbally and in the Notice of Agreement.

Issue 3:

Taking away the living space in Apartment 11 violates my rights under the federal Fair Housing Act and the California Fair Employment and Housing Act

As you know, through our conversations and through your failed attempt to increase my rent by 7% through the Operating and Maintenance Passthrough application (whose hearing was held on February 6, 2014):

- I have several physical disabilities that limit my mobility etc.,
- I have numerous weekly medical appointments,
- I do a lot of daily physical therapy exercises at home,
- my state disability ran out in November 2013,
- I am currently not working as I am concentrating on my recovery, and
- my medical expenses are, at least, on average, $1K-$2K per week,

all of which result from me being hit by a car while crossing the street legally almost five years ago.

I need the space that has been a built-in part of my unit, Apt. 11, since Apt. 11's inception for decades, for several reasons:

1. I use the space to store my medical equipment such as my physical therapy equipment. I also use it to store other items that don't fit in my apartment that need to be in easy reach for me such as clothing, paperwork from medical bills and the accident, a leaf for my small eating table in my living room, etc. As you know, my apartment is so small that I have a galley kitchen that is standing room only with no space to put a chair and eating table. My living room is so small that I don't have a TV. My physical limitations limit my ability to reach up. My physical limitations make it difficult for me to carry things, especially up and down stairs or if they are heavy.
    a. I need floor space so that I can do my physical therapy exercises.
2. I have a caregiver come several times a year who uses the built-in trundle bed to sleep on

If you take away my built-in fixed trundle bed living space that is easily accessible to me in such a way that I don't need to reach up for it and I don't need to worry about banging into it with my back problems or stumbling into it and it is stored away, you will do two things:

1. You will take away my ability to do my many physical therapy exercises that require a certain amount of clear space to do and my ability to store related items and other items.
2. You will take away my ability to have caregivers come over and stay with me to help me with chores and paperwork, etc.

By doing so, you violate my rights under the federal Fair Housing Act and the California Fair Employment and Housing Act as you will be taking away my living space, making it extremely difficult if not impossible for me to do physical therapy exercises daily and to have caregivers come stay with me to help me try to live a normal life, resulting in me eventually having to move out if I want to improve my health and recover from my accident. This is assuming that anyone will want to rent to someone who doesn't have a job and that I have the physical, emotional, and financial wherewithal to move out; after all, what landlord would want to rent to someone who is disabled and is not working?

Any actions to take away my living space, knowing my disability situation and need for this space due to my disability will be considered **an act of bad faith on your part**.

Issue 4:

Breach of covenant to quiet enjoyment

Do not enter apartment without my express permission

By taking away my living space, i.e. my fixed trundle bed that I also use for the storage of my personal items, and performing arbitrary construction on it without my permission, you will be breaching the covenant to quiet enjoyment. You will be breaking walls (fixed partitions) that separate my unit from Unit 10 that have been in place for decades.

Also, you do not have my permission to enter my apartment at any time whatsoever. The only exception to this edict is an emergency.

I define an emergency as follows:

- it is a matter of life or death, or
- it requires an urgent repair that impacts a tenant who is currently living in the building **and** the issue cannot await proper 24 written advance notice, e.g. a leak from my sink is causing flooding in the unit below me.

Any other attempt to enter my apartment without my consent will be considered an act of bad faith, an act of intimidation and retaliation, at your own risk, and I will be forced to call the police to protect my personal rights. As I've told you before, as a single woman, I value my security and take reasonable precautions with it, especially where I live.

Already, you have entered my apartment several times without my permission even though I have repeatedly instructed you not to do so. I have tried to keep a good face on all this but in light of your most recent actions, I can't help think that this is in retaliation for filing a successful hardship appeal against your Operating and Maintenance Passthrough application for a 7% increase in rent.

You entered my unit to arbitrarily install a glass partition without my permission that could cause issues for me for various reasons. You didn't even bother informing me that this was being done. One day I came home and my door was changed!

You locked me out of my apartment on March 26 of this year; I can only assume that you entered my apartment at that time without my permission. This was after we had made arrangements to meet on a later date several days later!

There may have been many other occasions where you entered my apartment illegally that I'm not aware of or I have forgotten as some other tenants in the building may have mentioned inspections that happened in the pas or email notices that they received that I did not, and noises that they heard from my apartment when I wasn't there.

You do not have the right to enter my apartment with 24 hours notice for any reason you choose. Any further attempts to do so will be considered trespassing and an act of bad faith.

You sent me the Notice of Rent Increase for this year for February late; the notice was pre-dated but delivered under my door much later. 2B Living has ignored my repeated requests to send me a letter to show me how you calculated the February rent increase. All I have received from 2B Living is a non-dated letter titled 'History of Charges and Payments from January through April 2014' in an envelope post-marked April 30, 2014. I am still to this date not clear what my rent is supposed to be due to this letter. There are two columns that are confusing me: one says 'Amount', which is populated with $1413.63; the other confusing one says 'Amount Due' which is populated with different amounts and one regular one which shows up as $1401.49. I would appreciate it if you could let me know which one is my rent and how it has been calculated.

Enclosed is my rent check for the month of August in the amount of $1413.63. Please help me reconcile my accounts with you.

According to a voicemail from someone in the 2B Living's accounting department saying that I was owed $100 and several credits due to non-cashed checks from 2B Living from last year or earlier. I have called several times to follow up throughout this year, before June, and have not yet received any replacement checks.

I believe I am the only tenant in the building who has not had cable internet wiring installed; my understanding was that it was going to be pulled from the unit below mine into mine through a small hole. Last year or the year before, when I tried to get Comcast internet, the cable internet person found out that there was no wiring in my unit. The unit below me has cable internet wiring, the unit next to me does; I was amenable to having it done. They are both tenants who were bought with the building. Again, given what's been happening over time, I can only assume that I'm slowly being harassed and retaliated against.

Issue 5:

Scope of construction and arrangements for limiting impact on surrounding units

I have not been informed of the range of dates of construction in Apt 10 and, in writing, of the type of construction that will be done there so that I have an idea as to whether or not there will be an impact on my enjoyment of my apartment, especially as I tend to stay in my apartment the majority of the time except for medical appointments.

Please be aware that due to physical limitations, I cannot clean up the dust that any construction creates. I respectfully ask that you take precautions against any dust or dirt or anything else that the capital improvements that you want to make.

Issue 6:

Request to provide any further communications from the Landlord/agent to Geeta Bhadauria in writing

Given that Brooks has misinterpreted what my request to him for written information was, i.e. to let me know exactly how much space was needed for Unit 10 from my unit, when construction would commence and end, what construction would consist of, etc., I am directing that **any information that the Landlord or his agent(s) need to convey to me, be made in writing to me at 1485 Clay Street, Apt 11, San Francisco, CA, 94109, until further notice**.

If the date of personal delivery is different than the date on the communication, please be ethical and change the date on the document or write on the document when it was delivered. I have noticed a tendency for 2B Living to deliver documents after the date listed on the document even when it has been personally delivered. In one case, the gap was about a week.

Given all the 'miscommunication' that has occurred, I would prefer that our communications be in writing. Please be aware that, for my protection, I will avoid all verbal communication with the landlord and/or his agents, unless I can record the conversations. In the verbal communication

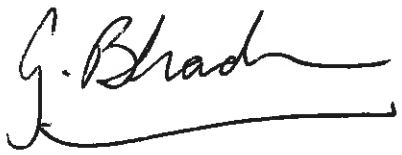
scenarios, I will do my best to obtain consent from the other parties to record the conversation. Again, my preference is written communication.

In true emergencies, e.g. life or death situations or leak in my unit causing damage to unit below mine, you can always text me and also call and leave a message for me at 415-690-9111. If my phone has not died of battery and I am in network and there are no issues with the telephone network, I should be reachable.

In a nutshell, Unit 10 was left in clean rentable condition and it is the largest unit in the building; your desire to upgrade it and make capital improvements is optional. If you want to add a dishwasher and a washer and a dryer (given that we live on top of a Laundromat) to Unit 10 as a capital improvement when California is in the midst of a drought and is an environmentally friendly state that's up to you. I do not see why I should lose my living space over it. I do not see why my contract rights should be broken or my civil law rights be violated; I do not see why any covenant to quiet enjoyment should be breached over it. Any violations of my legal rights or common law rights will be taken as tokens of bad faith given the actions taken to date. I will seek remedies accordingly.

I regret that the situation has come to this point. Unfortunately, my trust in you has been broken; you are the first landlord I've had since 1999 where I've ever had to take such action or where the landlord-tenant relationship has not run smoothly. Hopefully, in time, things will improve.

Sincerely,



Geeta Bhadauria

1485 Clay Street, San Francisco, CA 94109.

EXHIBIT 17

From: **Grant Eshoo** (geshoo@housingequality.org) This sender is in your safe list.
Sent: October-08-14 11:10:55 AM
To: curtis@dowlingmarquez.com
Dear Mr. Dowling,

Ms. Bhadauria has informed me that during her inquiries about removing her name from the appeal she co-filed at the Board of Appeals, she was advised by a member of that department that she should obtain a signed agreement from your client that he would not perform any work that affected her unit, as we discussed. They told her that the email exchange between us would not be sufficient should a problem later arise.

As she cannot now in good conscience proceed with removing her name from the appeal, would you please provide a signed statement from your client containing what we discussed in our emails so that Ms. Bhadauria can proceed?

Thank You,

--
Grant Eshoo
Director of Programs
Housing Equality Law Project (HELP)
180 S. Spruce Avenue, Suite 250
South San Francisco, CA 94080
T: 415-797-HELP(4357)
T: 650-273-8140
F: 650.273-8143
email: geshoo@housingequality.org

Grant Eshoo
16/09/2014

To: Curtis Dowling

Dear Mr. Dowling,

Ms. Bhadauria has indicated that she is satisfied with your client's response and will proceed to withdraw her appeal shortly. Thank you for working with HELP and Ms. Bhadauria to meet her disability-related needs and ensure her fair housing rights are honored.

Sincerely,

--
Grant Eshoo
Director of Programs
Housing Equality Law Project (HELP)
180 S. Spruce Avenue, Suite 250
South San Francisco, CA 94080
T: 415-797-HELP(4357)
T: 650-273-8140
F: 650.273-8143
email: geshoo@housingequality.org

On Tue, Sep 9, 2014 at 6:01 PM, Curtis Dowling <curtis@dowlingmarquez.com> wrote:
Mr. Eshoo,

My client has reviewed your email, and this is acceptable to my client. Is this email reply sufficient for your purposes?

Please advise.

Thanks

Curtis Dowling

From: eshoo.help@gmail.com [mailto:eshoo.help@gmail.com] **On Behalf Of** Grant Eshoo
Sent: Tuesday, September 09, 2014 3:42 PM

To: Curtis Dowling
Subject: Re: Geeta Bhadauria

Dear Mr. Dowling:
Thank you for your September 3, 2014 response and for working with HELP and Ms. Bhadauria to ensure her disability-related needs are met. As you have stated that your client cannot provide a guarantee that it will not do any future work that affects Ms. Bhadauria's unit or her trundle bed due to possible unforeseen legal requirements or obligations, we request that if such an alteration were to be required by the Department of Building Inspection or any other entity or source, your client first notify HELP and/or Ms. Bhadauria so that we may appeal to the entity in question to reconsider their requirement (either as a reasonable accommodation request or on other appropriate grounds) before proceeding with the work.

I believe once we have a commitment from your client that they would be willing to do this should the situation arise, and a firm commitment that none of the work they are doing currently will affect Ms. Bhadauria's unit or her trundle bed, Ms. Bhadauria would be receptive to withdrawing her appeal.
Sincerely,

--
Grant Eshoo
Director of Programs
Housing Equality Law Project (HELP)
180 S. Spruce Avenue, Suite 250
South San Francisco, CA 94080
T: 415-797-HELP(4357)
T: 650-273-8140
F: 650.273-8143
email: geshoo@housingequality.org

On Wed, Sep 3, 2014 at 12:15 PM, Curtis Dowling <curtis@dowlingmarquez.com> wrote:
Dear Mr. Eshoo:
I write in response to your email to me dated September 2, 2014. In that email, you requested a "guarantee that any work done on unit #10 would in no way alter 1) the interior of her unit or 2) the trundle bed that extends into unit #10."
My client informs me that it has no intention for any work being done in Unit #10 to alter the interior of Ms. Bhadauria's unit or the trundle bed that extends into unit #10. However, it cannot give Ms. Bhadauria the guarantee she has requested. The safety of Ms. Bhadauria, the entire building, and the legal requirements made upon my client by the San Francisco Department of Building Inspection may supersede these intentions and force an alternation in the future. With that said, my client believes it has figured out a way to properly secure the building, satisfy DBI, and receive a certificate of occupancy for Unit #10 without altering the interior of Ms. Bhadauria's unit, or the trundle bed that extends into unit #10. It has no reason to contact Ms. Bhadauria for anything related to Unit #10 at this time.
My client appreciates that Ms. Bhadauria would be amenable to withdrawing her appeal of the existing building permit and looks forward to confirmation of the same.

Thank you.
Curtis F. Dowling

From: eshoo.help@gmail.com [mailto:eshoo.help@gmail.com] **On Behalf Of** Grant Eshoo
Sent: Tuesday, September 02, 2014 2:09 PM
To: Curtis Dowling
Subject: Re: Geeta Bhadauria

Dear Mr. Dowling:
I am in receipt of your letter dated August 29, 2014. In your letter you state that "the owner of the property has decided at this time to not make any physical alterations to the interior of Ms. Bhadauria's unit in connection with the permit issued by the City and County of San Francisco for alteration work to neighboring unit #10." Additionally you request that Ms. Bhadauria withdraw her appeal of the permit.

I believe Ms. Bhadauria would be amenable to withdrawing her appeal to the permit if she had a guarantee that any work done on unit #10 would in no way alter 1) the interior of her unit or 2) the trundle bed that extends into unit #10. Please clarify if your client is stating that his work in unit #10 will not affect the interior of Ms. Bhadauria's unit or her trundle bed that extends into unit #10.

Sincerely,

--
Grant Eshoo
Director of Programs
Housing Equality Law Project (HELP)
180 S. Spruce Avenue, Suite 250
South San Francisco, CA 94080
T: 415-797-HELP(4357)
T: 650-273-8140
F: 650.273-8143
email: geshoo@housingequality.org

On Fri, Aug 29, 2014 at 4:07 PM, Curtis Dowling <curtis@dowlingmarquez.com> wrote:
Mr. Eshoo,

The attached letter was mailed to you today.

Thank you, and have a great 3-day weekend.

Curtis Dowling

Grant Eshoo
25/08/2014

To: 1485clay@gmail.com
Cc: curtis@dowlingmarquez.com

Dear Mr. Kapoor,

Thank you for your timely response. I look forward to receiving Mr. Dowling's written reply by Monday, September 8, 2014. Please be advised that if HELP does not receive a response by this time, we will assume the reasonable accommodation request has been denied.

To ensure Ms. Bhadauria's fair housing rights are preserved, we ask that while the matter is under review you refrain from any actions, e.g., construction work, that would affect Ms. Bhadauria's unit, pertinently including her trundle bed.

Sincerely,

--
Grant Eshoo
Director of Programs
Housing Equality Law Project (HELP)
180 S. Spruce Avenue, Suite 250
South San Francisco, CA 94080
T: 415-797-HELP(4357)
T: 650-273-8140
F: 650.273-8143
email: geshoo@housingequality.org

EXHIBIT 18

Irène Minkowsky, M.D.
PHYSICAL MEDICINE & REHABILITATION

PHYSICIAN'S BACK INSTITUTE

Robert Minkowsky, M.D.
INTERNAL MEDICINE

August 15, 2014

Mr. Grant Eshoo
Director of Programs
Housing Equality Law Project
180 South Spruce Avenue, Suite 250
South San Francisco, CA 9408
Fax#: 650-273-8143

Dear Mr. Eshoo,

Geeta Bhadauria is my patient and is under my care from September 22, 2010 to present. I am familiar with her history and disability-related functional limitations. She meets the definition of disability according to the "Definition of Disabled" as provided to me by Housing Equality Law Project.

To receive fair treatment so that Geeta Bhadauria may be able to fully enjoy her rights under the fair housing laws, it is my medical opinion that it is necessary that she keeps a space of 12x12 feet to adhere to her necessary and indispensable therapeutic home program prescribed by her physicians and physical therapists. This is in order to treat and prevent flare ups of her debilitating post traumatic musculoskeletal condition.

Her rehabilitation equipment requires some additional storage space. Her caregiver stays overnight to assists her with activities of daily living, housework and organization. That person also requires a sleeping space.

For any questions, please do not hesitate to contact me.

Sincerely yours,

Irène Minkowsky, MD, PM&R
CA License# A-36340

EXHIBIT 19

RESIDENTIAL RENTAL AGREEMENT

STANDARD FORM

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT—READ IT CAREFULLY

San Francisco, California

Date: May 2, 2008

1. Mon Dong, **Landlord**, agrees to rent to Geeta Bhadauria, **Tenant**, the premises described as: 1485 Clay Street, Apt. 11, San Francisco, California together with the following furniture and fixtures: V Stove V Refrigerator ____ Mattress ____ Other ____ (insert "as shown on Exhibit A Attached hereto" and attach the exhibit if the list is extensive)

2. The rental shall commence on May 3, 2008, and shall continue from month to month unless otherwise stated here: 5-3-08 to 4-30-09. This rental may be terminated at any time by either party by giving written notice 30 days in advance unless a longer or shorter time of advance notice (not less than 10 days) is specified here.

Tenant agrees to pay $ 1325 rent per month on the 1st day of each month. If tenant fails to pay the rent in full before the end of the 5th day after it is due, Tenant will pay Landlord a late charge as follow: $ 50. The late charge period is not a grace period, and the Landlord is entitled to make written demand for any rent if not paid when due. Tenant further agrees to pay $ 50. for each dishonored bank check. Any unpaid balance including late charges shall bear interest at 10% per annum, or the maximum allowed by law, whichever is lower. Tenant understands that Payment in full not received on the above day after it is due, is considered a DEFAULT (#14 clause of the rental agreement).

3. Upon execution of this agreement, Tenant agrees to pay, in addition to rent, a V refundable/ ____ non-refundable security deposit of $ 1325. The security deposit shall secure the performance of Tenant's obligations. Landlord may, but shall not be obligated to, apply all portions of said deposit on account of Tenant's obligations. Any balance remaining upon termination shall be returned to Tenant, if refundable. Such charge shall be refunded only if the premises are left in same condition at occupancy and thoroughly clean by Tenant upon termination of occupancy. Tenant shall not have the right to apply the security deposit in payment of last month's rent, unless otherwise agreed between Landlord and Tenant. The balance of all deposits shall be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Landlord or his Authorized Agent.

4. Tenant agrees to pay all utilities except: water, garbage which shall be paid by Landlord.

5. Tenant has examined the premises and all furniture and fixtures contained therein, and accepts the same as being clean and in good working order, condition and repair, with the following exceptions: Tenant accepts responsibility to repair at their own expense the stove, refrigerator if broken during the rental period. Amount paid by Tenant not to exceed $500. No waterbed, washing machine/dryer or piano allowed. * new stove to be installed on May 5, 2008 S.D. ✓
* inspection of unit to be done on May 3, 2008

6. The premises are rented for use only as a residence for a single family and for not more than 1 adults and 0 children. No animals or pets allowed, unless agreed between Landlord and Tenant. No more than two (2) guests are allowed. Guests shall not be permitted to stay more than ~~three (3) days and no more than three (3) times~~ per year. Extra $50 will be charged if of S.D. 14 days they exceed 14 days. S.D

7. Tenant shall not disturb, annoy, endanger or inconvenience other tenants of the building or neighbors, nor use the premises for any immoral or unlawful purposes, nor violate any law or ordinance, not commit waste or nuisance upon or about the premises. Tenant shall not make or allow any disturbing noises in their unit. Smoking is not permitted in the unit or building.

8. Tenant shall obey the Rules and Regulations for the property attached hereto.

9. Tenant shall keep the premises rented for his exclusive use in good order and condition and pay for any repairs caused by his negligence or misuse or that of his invitees. Landlord shall maintain any other parts of the property and by for repairs not cause by the Tenant's negligence or misuse or that of his invitees.

10. Tenant shall neither paint nor make alterations of the property without Landlord's prior written consent.

11. Landlord or his agent shall be permitted to enter the premises: a) in case of emergency; b) to inspect or to make necessary or agreed repairs, improvements, supply necessary or agreed services, and to show the premises to prospective tenants, workmen, or insurance contractors; c) when tenant has abandoned or surrendered the premises. Except under a) and c), entry maybe made only normal business hours, unless otherwise agreed, and at least 24 hours prior notice to Tenant. In case of emergency, Landlord or his agent may enter the premises without securing prior permission from Tenant, but shall give Tenant notice of such entry immediately thereafter.

12. Indemnification: Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or unlawful act of Landlord, his agents, or employees. Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or unlawful act of Landlord, his/her agents or employees. It is understood that Landlord's insurance does not cover Tenant's personal property. Tenant should contact an insurance company about a renter's insurance policy.

13. If Tenant abandons or vacates the premises, Landlord may at his option terminate this Agreement, re-enter the premises and remove all property. Tenant shall be charged for storage of belongings/property. If Tenant abandons or vacates the property while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises shall be subject to a lien for the benefit of the Landlord securing the payment of all sums due, to the maximum extent allowed by law.

In the event of a default by Tenant, Landlord may elect to (a) continue the rental agreement in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he/she may incur by reason of the breach of the Rental Agreement, including the cost of recovering the premises, and including the worth at the time of such termination or at the time of a award if suit be instituted to enforce this provision, the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

14. **Default**: If Tenant fails to pay rent when due or perform any provision of this Agreement, after not less than three (3) days written notice of such default given in the manner required by law, the Landlord, at his option may terminate all rights of Tenant, unless Tenant, within said time, shall cure such default. This means Tenant to pay rent in full, plus late charge and 10% interest.

15. Tenant shall not let or sublet all or any part of the premises nor assign this Agreement or any interest in it without the prior written consent of Landlord.

16. Lead-Based Paint and Lead-Based Paint Hazards Disclosure. Lead warning statement: Every tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint, paint chips and dust that may place young children at risk of developing lead poisoning. Lead can post health hazards if not disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Landlord of any interest in pre-1978 residential real property, prior to rental, is required to (a) Provide the Tenant with any information on lead-based paint hazards from risk assessments or inspections in the Landlord's possession. (b) Notify the Tenant of any known lead-based paint hazards, and (c) Give the Tenant a federally approved pamphlet on lead poisoning prevention.

17. The prevailing party may recover from the other party his/her cost and attorney fees of any action brought by either party to enforce any terms of this Agreement or recover possession of the premises.

18. Failure of Landlord to enforce any provision of this Agreement shall not be deemed a waiver. The acceptance of rent by Landlord shall not waive his/her right to enforce any provision of this Agreement.

19. Either party may terminate this Agreement in the event of a violation of any provision of this Agreement by the other party.

20. Time is of the essence of this Agreement.

21. **Fair Housing**: Landlord and Tenant understand that the Federal Fair Housing Law prohibits discrimination in the rental, or advertising of housing on the basis of race, religion, color, sex, familial status, handicap or national origin. If the premises is located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his/her legal rights.

The Tenant(s) has read and agree to the terms of this Agreement, and herby acknowledges receipt of a copy of this Agreement.

_____	5/2/08	G. Bhadra	5/2/08
Landlord	Date	Tenant	Date
		_____	_____
		Tenant	Date

Receipt for deposit acknowledged by: _____ Amount: $ 1325 Date 5/2/08

Number of Keys Issued: 1 Front Door Key(s)

3 Apartment Key(s)

Chq. # ~~1325~~ 1030

Rent Received for May 3 2008 to May 31, 2008 $1236.66

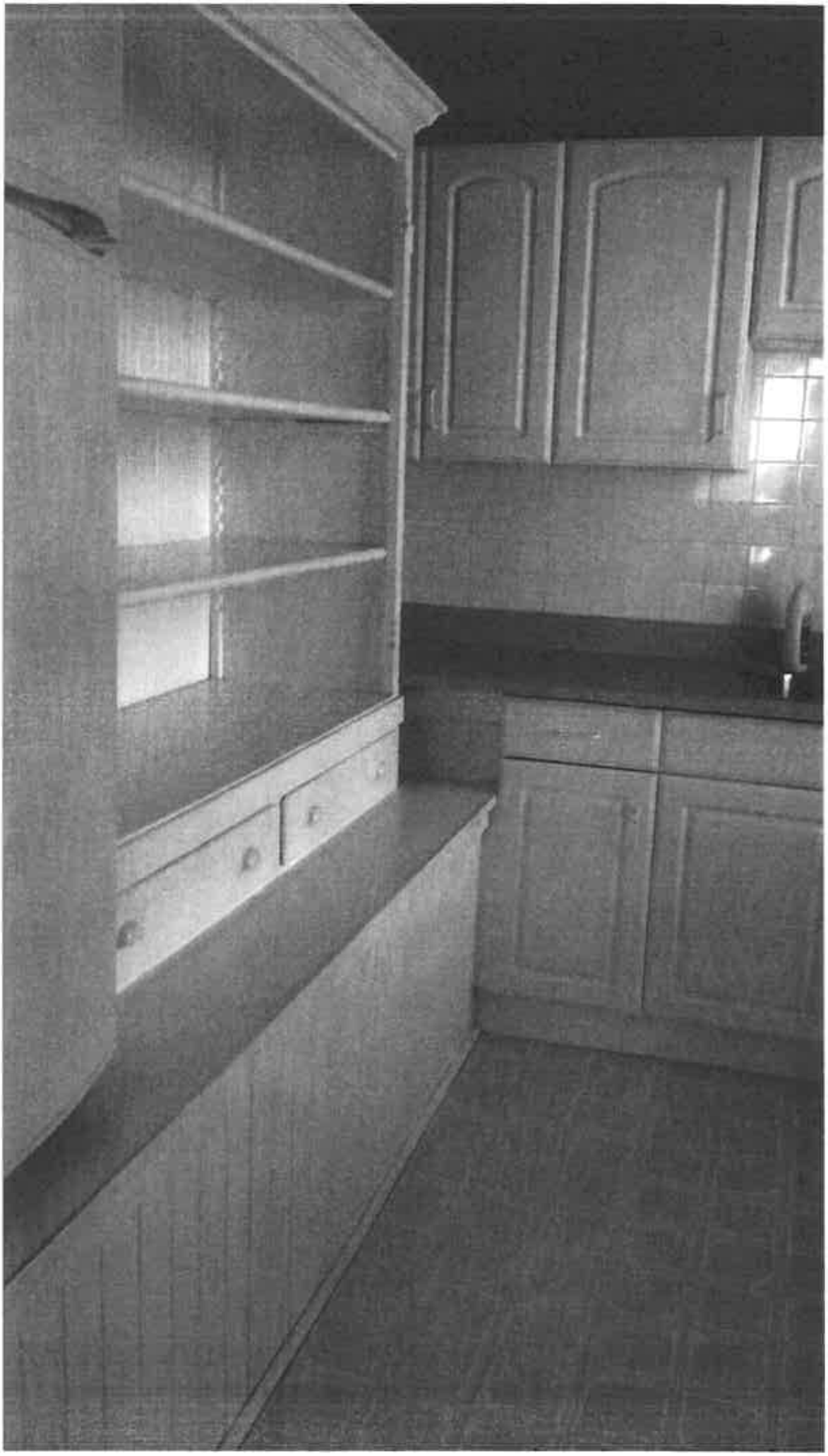


EXHIBIT
21-A

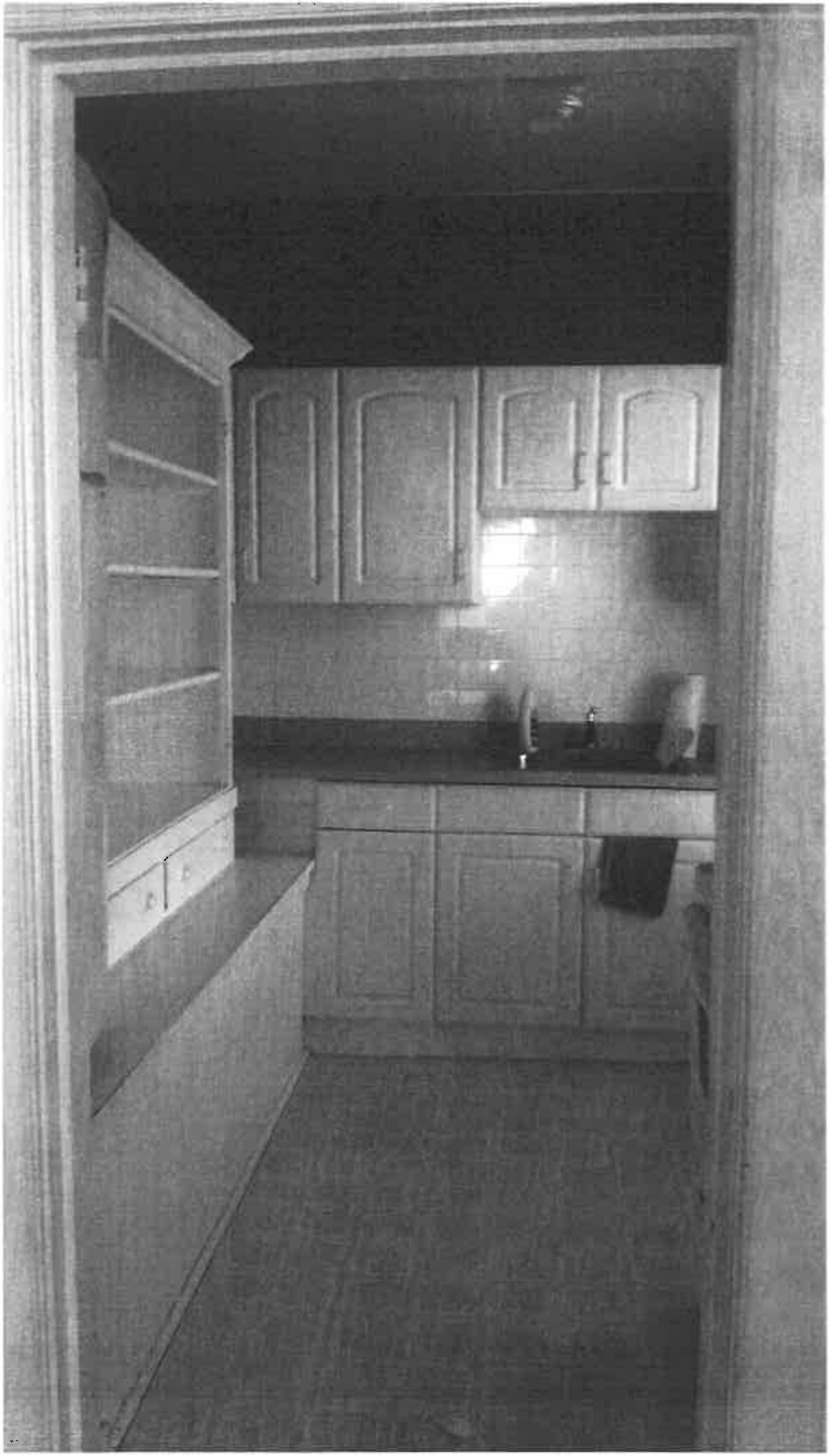


EXHIBIT
21-B

EXHIBIT
21-C

Appeal # 14-151

PERMIT HOLDER'S RESPONSE TO APPELLANT BRIEF

Dear Board Members,

Manoj Kapoor, Managing Member of Clay St Investors LLC (the ownership entity of 1485 Clay St in San Francisco), is hereby responding on claims made by Stacy Miller and Geeta Bhadauria concerning repairs and alterations to 1485 Clay Street #10 which may require a removal of services to Unit #9.

ACTION REQUESTED

1. Building Permit Application Number 2014/08/13/3751 issued by the DBI August 13, 2014 to Clay Street Investors LLC, for the property located at 1485 Clay St #10 is allowed to be completed with no modifications or alterations of any kind.
2. Work can be allowed to continue to renovate 1485 Clay St., Unit #10 as described in Exhibit 1.

ISSUE

3. 1485 Clay St #10 requires renovation to be compliant with existing building codes and to be a safe apartment for future residents. The electrical system is non compliant and needs to be brought up to code. The ceiling height of the bathroom does not meet current building codes. The stairs leading up to the bathroom are unsafe, dangerous and not code compliant as per the Department of Building and Inspections. The stairs leading up to the bathroom in Unit #10 rise over a built in trundle bed cavity in Unit # 9, rented to appellant Stacy Miller. Removal of these stairs and making the bathroom code compliant requires removing the trundle bed cavity and creating a smaller storage cabinet in its place for appellant in Unit #9.
4. There will be no modifications made that will affect Unit # 11 rented to co-appellant Geeta Bhadauria. Any concerns over this aspect of the appeal should be mitigated at this point. No alterations shall be made that will affect her unit in anyway with this building permit. Per Exhibit 6, she had originally agreed to drop her appeal, but subsequently decided not to drop her appeal for reasons unclear.

BACKGROUND

5. On August 5th, 2014, Mr. Mauricio Hernandez of the Department of Building Inspections visited 1485 Clay based on an anonymous complaint about work being done without a permit. As Mr. Hernandez found out, no work had been started as there was no permit issued yet. Mr. Hernandez saw the inside of Unit #10 and said the raised floor bathroom would be a topic that needs to be addressed by a DBI inspector upon obtaining a permit in the form of a preliminary inspection.
6. On August 13, 2014, Building Permit Application No. 2014/08/13/3751 was filed for a kitchen and bathroom remodel of Unit #10 at 1485 Clay St. The expectation was to refresh the unit and bring everything up to code. As previous vacancies arose in the building in 2012, the same refresh had been completed. As a responsible citizen and landlord, the goal is to provide the safest and cleanest possible apartment for San Francisco tenants while abiding by current building code standards. Permits have been pulled for all work where required as evidenced by pulling up records via DBI.
7. On August 18, 2014, Mr. Donal Duffy of DBI conducted a preliminary inspection and issued a Correction Notice stating what work needed to be done in order to bring the unit up to code. Completing this work properly would involve removing the stairs from the bathroom in Unit #10, thereby also removing the Trundle Bed from Unit #9. Please see Exhibit 2.

8. The landlord realizes a service and a small amount of square footage will be taken away from appellant Stacy Miller in order to properly comply with safety codes. The landlord is prepared to compensate the appellant appropriately for her loss of service. We (Manoj Kapoor on behalf of the building ownership) have made an offer for a proportional square footage compensation loss that the appellant had considered, but ultimately countered back at attempting to negotiate more money. We decided to allow the Rent Board to determine the appropriate compensation. We will fully abide by their decision.

COUNTER POINTS & CLARIFICATIONS TO APPELLANTS' BRIEF

9. Appellants' Brief Paragraphs 8-10 are inaccurate and not relevant to the appeal of the construction permit. Unit #10 is not the largest apartment in the building, nor is Unit #9 the smallest apartment in the building.

10. Appellants' Brief Paragraph 12 states that the commencement of work in Unit #10 was affecting appellant Stacy Miller's apartment. This is a falsehood. We had completed a demolition of Unit #10, which temporarily caused very miniscule holes in the sheet metal cavity in the Unit #10 bathroom subfloor. As soon as the holes were discovered, they were promptly patched. At no time did Stacy Miller ever attempt to work out a resolution before filing an appeal.

11. Appellants' Brief Paragraph 13 states all work is to be completed "all in kind" for Unit #10. However, the DBI Correction Notice dated August 18, 2014 says Ceiling height of the bathroom shall be not less than 7 feet (Code Section 1208.2) and says that stairs shall be 7" Max Height and 11" Minimum Depth. The Correction Notice also says "there shall be a landing on each side of a door, such landing shall be at the same elevation on each side of the door". There is absolutely no feasible way to achieve these three requirements while keeping within the safe footprint of the existing bathroom. The only way to complete these requirements is to remove the bathroom stairs in Unit #10 which run above the Trundle Bed in Unit #9. Please see Exhibit #2.

12. Appellants' Brief Paragraph 14 states the building ownership should find another way to bring Unit #10 to code inside of its boundaries. There is no way to do this as explained above. Please see Exhibit 2 for a full layout of the common area hallway, Unit #9 and Unit #10. There is no room to move the unit entry door to #10, and any extension of the bathroom would require the entry door to interfere with the bathroom door. The only feasible option is to remove the trundle bed in Unit #9.

13. Appellants' Brief Paragraph 15 attempts to claim the DBI's reference codes are incorrect with regards to stair height and tread depths. We disagree with this claim and believe the measurements explained by the DBI are correct. However, the most important aspect of this correction notice is the landing, which the appellants did not mention in their brief. The landing requirements state the width and length of the landing must match the door it opens into, and the bathroom door must be of a standard size. Thus there needs to be 30" for a landing on either side of the door to be code compliant. With the stairs in place, there is no way we can achieve that. The stairs must be removed to be code compliant per Building Code #1008.1.5 & #1008.1.6. Please see Exhibit 3.

14. Appellants' Brief Paragraph 16 states that building ownership "grandfathered" the trundle bed in place when buying the building. This is untrue. There is no such thing as requiring existing conditions to remain nonconforming should permits be pulled for construction work that is abiding by current code.

15. Appellants' Brief Paragraph 17 states that appellant Stacy Miller does not give her consent to alterations. Tenant consent is not required. A landlord is permitted to

sever services under the Rent Ordinance without a tenant's consent. The value of that severance is what appellant Stacy Miller is trying to negotiate and that is a matter for the Rent Board to decide. Just as an appellant has the right to file an appeal with the Board of Appeals, a landlord has the right to to update their unit to current safety codes.

16. Appellants' Brief Paragraphs 18 & 19 imply there is some kind of Merger of units. This is a falsehood. There is no unit merger happening. Approximately 22 square feet currently used as the closed position of a trundle bed needs to be taken away in order to make Unit #10 code compliant. The total apartment is approximately 350 square feet. There is no "enlargement of original floor area" that would be given to Unit #10--the square footage of Unit #10 stays the same with the removal of the trundle bed. There is no loss of housing happening at 1485 Clay St.

17. Appellants' Brief Paragraph 20 states that removing her trundle bed and replacing it with a cabinet amounts to a 20% loss of floor space. This is another falsehood. The trundle bed cavity which extends from Unit #9 and into Unit #10 is 62"L x 52"W x 20.5" H -- approximately 23 square feet. Unit #9 is approximately 350 Sq Ft. An approximately 6 square foot cabinet will replace the trundle bed cavity. The total removal from Unit #9 is 17 Sq Ft which is approximately 5% reduction in her total area. Additionally, the bed cavity is not floor space. It cannot be walked on as it is only 20.5" high. Referring to the bed cavity as floor space is another falsehood.

18. Appellants' Brief Paragraph 21 attempts to suggest numerous other construction options and make recommendations. To the best of the landlord's knowledge,

appellant Stacy Miller is not a licensed architect. The landlord has confirmed with numerous officials from the DBI (as mentioned earlier, Mr. Hernandez, Mr. Duffy, and also Mr. Robert Power), consulted with two different architects, and took the opinion of two experienced contractors. All of them said that the stairs must be removed to be code compliant. None of the options mentioned in Paragraph 21 are feasible. Section i in paragraph 21 is also simply not true. Stacy Miller's total square footage will be reduced by approximately 5%. Access to doors and windows and fire escapes will not be blocked at all unless Stacy chooses to block them with her furniture layout.

19. Appellants' Brief Paragraph 22 is inaccurate in its entirety. The Rent Ordinance permits a severance. A severance needs to be created in Unit #9 to be code compliant in Unit #10. Stacy Miller's rent control regulations will not be impacted, her month to month rental agreement will remain intact, her decrease in service will be compensated, and her covenant of quiet enjoyment will not be interrupted. Her amenity of a pullout bed will no longer exist, however as mentioned, proper compensation will be coordinated through the Rent Board.

20. Appellants' Brief Paragraphs 23, 24, 25, 26, and 27 reference that the landlord referred to the item as a storage cabinet but the appellant claims it is a bed, a storage unit, and floor space. Just because the appellant may attempt to use one area in 3 different ways does not mean that it is subsequently allowed to be triple counted as square footage. One person may sit at a table to eat, but also work on a computer at the same table during other times. If that table were to be taken away,

one cannot qualify the square footage as both a dining room and as an office. The appellant can only choose one, and count the area one time. The square footage loss and appropriate compensation is a matter for the rent board.

21. Appellants' Brief Paragraph 28 is purely opinion of appellant Stacy Miller. It is not fact. The fact is the bathroom in Unit #10 needs to be code compliant. To do so, her trundle bed interior cabinet needs to be removed. Also, she will not lose 20% of her square footage. She will lose 5%.

22. Appellants' Brief Paragraph 29 and 30 are opinionated statements and not relevant to enforcing safety and code requirements. Removing 17 square feet to be code compliant is NOT constructive eviction and not a basis for one either. Any implications that the Landlord is trying to evict Stacy Miller is an absolute falsehood and manipulation of the facts. Both appellants are very good tenants and pay their respective rents on time each month. The idea of constructive eviction (stated in paragraph 29) is preposterous and insulting--this building serves as pride of ownership for the family who owns the apartment units--it is the only rental real estate investment owned by the landlord and the landlord is just trying to do right by adhering to the law. The landlord has never evicted a tenant and does not have any intentions to do so. The landlord's managing member is also a renter in San Francisco and sympathizes with tenant rights. The landlord is actually doing its small part to help solve the City's housing shortage by renting out Unit #10 which has been sitting vacant for over three months.

23. Appellants' Brief Paragraphs 32 - 55 all have no merit in this case. Appellant Geeta Bhaduria had informed the landlord she intends to drop her case, but subsequently changed her mind despite our in writing confirmation that her unit will not be affected by the Building Permit for Unit 10 and required work. We have figured out how to preserve her trundle bed in a way that will not affect the safety of future tenants occupying Unit #10 which comes at a large sacrifice to efficient architectural layout of Unit #10's kitchen. Appellant Geeta Bhaduria has no reason to appeal a building permit at Clay St. and there is no work being done in Unit #11. Regular communication has been ongoing via Geeta Bhaduria's representative Grant Eshoo. See Exhibit 4. Mr. Eshoo confirmed she was willing to remove her appeal and even came to the office of the Appeal's office to to speaking with a representative about dropping it. They then advised her that the email communications we provided confirming that trundle bed would not be affected should be in the form of a signed statement. We provided that signed statement, but Geeta Bhaduria decided not to hold up her agreement. We have no idea why or how she has any basis to this case.

APPROVED
Dept. of Building Insp.
AUG 13 2014

Tom C. Hui
TOM C. HUI, S.E.
DIRECTOR
DEPT. OF BUILDING INSPECTION

— APPROVED FOR ISSUANCE

BLDG. FORM 3/8

APPLICATION NUMBER 2014-08-13-7201

OSHA APPROVAL REQ'D ☐

OSHA APPROVAL NUMBER

APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS

FORM 3 ☐ OTHER AGENCIES REVIEW REQUIRED

FORM 8 ☒ OVER-THE-COUNTER ISSUANCE

0 NUMBER OF PLAN SETS

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:

▼ DO NOT WRITE ABOVE THIS LINE ▼

DATE FILED	FILING FEE RECEIPT NO.	(1) STREET ADDRESS OF JOB	BLOCK & LOT
8/13/14		1485 Clay st #10	0219/017

PERMIT NO.	ISSUED	(2A) ESTIMATED COST OF JOB	(2B) REVISED COST: BY:	DATE
333/10	8/13/14	$60000	-26,739	8/13/14

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR.	(5A) NO. OF STORIES OF OCCUPANCY:	(6A) NO. OF BASEMENTS AND CELLARS:	(7A) PRESENT USE:	(8A) OCCUP. CLASS	(9A) NO. OF DWELLING UNITS:
3	3	1	Apts	R2 (R-2)	11

DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(4) TYPE OF CONSTR.	(5) NO. OF STORIES OF OCCUPANCY:	(6) NO. OF BASEMENTS AND CELLARS:	(7) PROPOSED USE (LEGAL USE)	(9) OCCUP. CLASS	(10) NO. OF DWELLING UNITS:
3	3	1	Apts	R2	11

(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED?	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION?	(12) ELECTRICAL WORK TO BE PERFORMED?	(13) PLUMBING WORK TO BE PERFORMED?
YES ☐ NO ☒	YES ☑ NO ☐	YES ☑ NO ☐	YES ☑ NO ☐

(14) GENERAL CONTRACTOR	ADDRESS	ZIP	PHONE	CALIF. LIC. NO.	EXPIRATION DATE
M Hm Construction	3165 California st		415 2387392	946959	5/31/16

(15) OWNER - LESSEE (CROSS OUT ONE)	ADDRESS	ZIP	BTR#	PHONE (FOR CONTACT BY DEPT.)
Clay st Investors LLC	P.O Box 640229 S.F. Ca	94109		415 637 8623

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)

Renovation Kitchen and Bathroom all in kind
no walls Remove all plumbing and Electrical As needed
Bathroom 5X6
Kitchen 7X9

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING?	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING?	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA SQ. FT.
YES ☐ NO ☒		YES ☐ NO ☒	

(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED?	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE?	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN)	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY?
YES ☐ NO ☒	YES ☐ NO ☒	YES ☐ NO ☒	YES ☐ NO ☒

(25) ARCHITECT OR ENGINEER (DESIGN ☐ CONSTRUCTION ☐) — ADDRESS — CALIF. CERTIFICATE NO.

(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN") — ADDRESS

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 6'0" to any wire containing more than 750 volts. See Sec 385, 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.

Work done as shown on drawings accompanying this application are assumed to be correct. If actual grade [illegible] conditions, revised drawings showing actual grade lines, cuts and fills and complete details of the construction, shall be submitted for approval before proceeding with the work.

ANY CONTRADICTION REGARDING LICENSE OR BY CODES SHALL BE APPLICABLE.

BUILDING MAY NOT 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 branching materials must have a clearance of not less than two inches from all electrical wires or equipment.

CHECK APPROPRIATE BOX

☐ OWNER ☐ ARCHITECT
☐ LESSEE ☐ AGENT
☑ CONTRACTOR ☐ 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 COMPLIED WITH.

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 workmen's compensation coverage for (I) or (II) designated below, or shall be exempt from (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 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: State Fund
Policy Number: 825-651100-15

( ) 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 3700 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.

Signature of Applicant or Agent — Date

REV 08/13

APPLICANT COPY

EXHIBIT

CONDITIONS AND STIPULATIONS

APPROVED: Irene Wong, DBI
AUG 13 2014
BUILDING INSPECTOR, DEPT. OF BLDG. INSP.

DATE:
REASON:
NOTIFIED MR.
DATE:
REASON:

APPROVED: N/A
DEPARTMENT OF CITY PLANNING

NOTIFIED MR.
DATE:
REASON:

APPROVED: Kitchen & Baths Remodel - Unit #10
Roger Ng DBI - No Egress Changes.
AUG 13 2014
BUREAU OF FIRE PREVENTION & PUBLIC SAFETY

NOTIFIED MR.
DATE:
REASON:

APPROVED: N/A
MECHANICAL ENGINEER, DEPT. OF BLDG. INSPECTION

NOTIFIED MR.
DATE:
REASON:

APPROVED:
CIVIL ENGINEER, DEPT. OF BLDG. INSPECTION

NOTIFIED MR.
DATE:
REASON:

APPROVED: RECEIVED BUREAU OF STREET USE & MAPPING AUG 13 2014 DEPT OF PUBLIC WORKS
Street Space Only
GL 8/13/14
BUREAU OF ENGINEERING

NOTIFIED MR.
DATE:
REASON:

APPROVED:
DEPARTMENT OF PUBLIC HEALTH

NOTIFIED MR.
DATE:
REASON:

APPROVED:
REDEVELOPMENT AGENCY hm 8/13/14

NOTIFIED MR.
DATE:
REASON:

APPROVED: Legal use per CFC # 8707942
No. of units 11 Flrs. of Occ. 3
8/13
HOUSING INSPECTION DIVISION

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

No. _____ August 18 2014

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION

CORRECTION NOTICE AND REPORT

Location: 1485 CLAY ST

Permit No: PA# 201403133751

	Code Section
Minimum Ceiling Height in Kitchen & Bathroom shall be Not less than 7 ft	1208.2
Stair Riser Height shall be 7 inches Maximum & Tread Depth shall be 11 inches Minimum	1009.7.2
There shall be a landing on each side of a door. Such landing shall be at the same elevation on each side of the door.	1008.1.5
Wall separating Dwelling Units shall be Fire Partitions with a rating not less than 1 Hour	708.3
Horizontal Assemblies shall be not less than 1 Hour	711.3

Correct Inspection: DUFFY

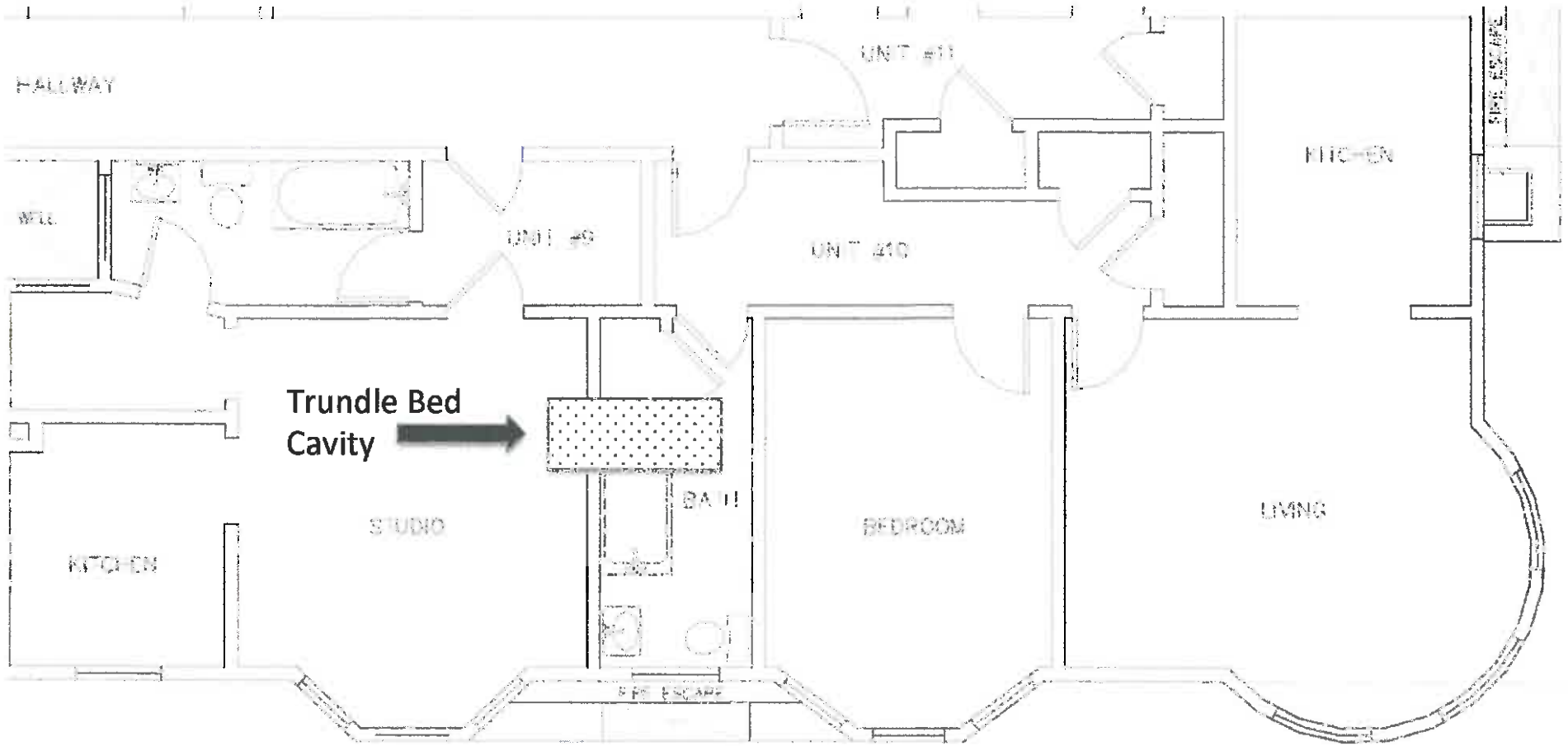
Div. BID 1660 Mission Street or phone 558-6120

Supervisor: O RIORDAN

Date 8/18/14

BID-CN-1 (Rev. 2/07) REPORT OF RESIDENTIAL BUILDING RECORD

EXHIBIT 2



Location and Sizing of trundle bed are approximate

areas within the building which are within 75 feet (22 860 mm) of the revolving doors.

4. There is an actuation of a manual control switch, in an approved location and clearly defined, which reduces the holding force to below the 130-pound (578 N) force level.

1008.1.4.2 Power-operated doors. Where means of egress doors are operated by power, such as doors with a photoelectric-actuated mechanism to open the door upon the approach of a person, or doors with power-assisted manual operation, the design shall be such that in the event of power failure, the door is capable of being opened manually to permit means of egress travel or closed where necessary to safeguard means of egress. The forces required to open these doors manually shall not exceed those specified in Section 1008.1.3, except that the force to set the door in motion shall not exceed 50 pounds (220 N). The door shall be capable of swinging from any position to the full width of the opening in which such door is installed when a force is applied to the door on the side from which egress is made. Full-power-operated doors shall comply with BHMA A156.10. Power-assisted and low-energy doors shall comply with BHMA A156.19.

Exceptions:

1. Occupancies in Group I-3.
2. Horizontal sliding doors complying with Section 1008.1.4.3.
3. For a biparting door in the emergency breakout mode, a door leaf located within a multiple-leaf opening shall be exempt from the minimum 32-inch (813 mm) single-leaf requirement of Section 1008.1.1, provided a minimum 32-inch (813 mm) clear opening is provided when the two biparting leaves meeting in the center are broken out.

1008.1.4.3 Horizontal sliding doors. In other than Group H occupancies, horizontal sliding doors permitted to be a component of a means of egress in accordance with Exception 6 to Section 1008.1.2 shall comply with all of the following criteria:

1. The doors shall be power operated and shall be capable of being operated manually in the event of power failure.
2. The doors shall be openable by a simple method from both sides without special knowledge or effort.
3. The force required to operate the door shall not exceed 30 pounds (133 N) to set the door in motion and 15 pounds (67 N) to close the door or open it to the minimum required width.
4. The door shall be openable with a force not to exceed 15 pounds (67 N) when a force of 250 pounds (1100 N) is applied perpendicular to the door adjacent to the operating device.
5. The door assembly shall comply with the applicable fire protection rating and, where rated, shall be self-closing or automatic closing by smoke detection in accordance with Section 716.5.9.3, shall be installed in accordance with NFPA 80 and shall comply with Section 716.
6. The door assembly shall have an integrated standby power supply.
7. The door assembly power supply shall be electrically supervised.
8. The door shall open to the minimum required width within 10 seconds after activation of the operating device.

1008.1.4.4 Security grilles. In Groups B, F, M and S, horizontal sliding or vertical security grilles are permitted at the main exit and shall be openable from the inside without the use of a key or special knowledge or effort during periods that the space is occupied. The grilles shall remain secured in the full-open position during the period of occupancy by the general public. Where two or more means of egress are required, not more than one-half of the exits or exit access doorw shall be equipped with horizontal sliding or vert security grilles.

1008.1.5 Floor elevation. There shall be a floor or land on each side of a door. Such floor or landing shall be at same elevation on each side of the door. Landings shall level except for exterior landings, which are permitted to have a slope not to exceed 0.25 unit vertical in 12 units horizontal (2-percent slope).

Exceptions:

1. Doors serving individual dwelling units in Groups R-2 and R-3 where the following apply:
   1.1. A door is permitted to open at the top step of an interior flight of stairs, provided the door does not swing over the top step.
   1.2. Screen doors and storm doors are permitted to swing over stairs or landings.
2. Exterior doors as provided for in Section 1003.5, Exception 1, and Section 1020.2, which are not on an accessible route.
3. In Group R-3 occupancies not required to be *adaptable or accessible*, the landing at an exterior doorway shall not be more than $7^3/_4$ inches (197 mm) below the top of the threshold, provided the door, other than an exterior storm or screen door, does not swing over the landing.
4. Variations in elevation due to differences in finish materials, but not more than $^1/_2$ inch (12.7 mm).

1008.1.6 Landings at doors. Landings shall have a width not less than the width of the stairway or the door, whichever is greater. Doors in the fully open position shall not reduce a required dimension by more than 7 inches (178 mm). When a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing to

EXHIBIT 3

less than one-half its required width. Landings shall have a length measured in the direction of travel of not less than 44 inches (1118 mm).

Exception: Landing length in the direction of travel in Groups R-3 and U and within individual units of Group R-2 need not exceed 36 inches (914 mm).

1008.1.7 Thresholds. Thresholds at doorways shall not exceed $^3/_4$ inch (19.1 mm) in height above the finished floor or landing for sliding doors serving dwelling units or $^1/_2$ inch (12.7 mm) above the finished floor or landing for other doors. Raised thresholds and floor level changes greater than $^1/_4$ inch (6.4 mm) at doorways shall be beveled with a slope not greater than one unit vertical in two units horizontal (50-percent slope).

Exception: In occupancy Group R-2 or R-3, threshold heights for sliding and side-hinged exterior doors shall be permitted to be up to $7^3/_4$ inches (197 mm) in height if all of the following apply:

1. The door is not part of the required means of egress.
2. The door is not part of an accessible route as required by Chapter 11*A or 11B*.
3. The door is not part of an *adaptable or accessible dwelling unit.*

1008.1.8 Door arrangement. Space between two doors in a series shall be 48 inches (1219 mm) minimum plus the width of a door swinging into the space. Doors in a series shall swing either in the same direction or away from the space between the doors.

Exceptions:

1. The minimum distance between horizontal sliding power-operated doors in a series shall be 48 inches (1219 mm).
2. Storm and screen doors serving individual dwelling units in Groups R-2 and R-3 need not be spaced 48 inches (1219 mm) from the other door.
3. Doors within individual dwelling units in Groups R-2 and R-3 other than *adaptable or accessible* dwelling units.

1008.1.9 Door operations. Except as specifically permitted by this section egress doors shall be readily openable from the egress side without the use of a key or special knowledge or effort.

1008.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11*A or 11B* shall not require tight grasping, tight pinching or twisting of the wrist to operate.

These design requirements for door handles, pulls, latches, locks and other operating devices, intended for use on required means of egress doors in other than Group R and M occupancies with an occupant load of 10 or less, shall comply with SFM Standard 12-10-2, Section 12-10-202 contained in the CCR, Title 24, Part 12, California Referenced Standards Code.

1008.1.9.2 Hardware height. Door handles, pulls, latches, locks and other operating devices shall be installed 34 inches (864 mm) minimum and 48 inches (1219 mm) maximum above the finished floor. Locks used only for security purposes and not used for normal operation are permitted at any height.

Exception: Access doors or gates in barrier walls and fences protecting pools, spas and hot tubs shall be permitted to have operable parts of the release of latch on self-latching devices at 54 inches (1370 mm) maximum above the finished floor or ground, provided the self-latching devices are not also self-locking devices operated by means of a key, electronic opener or integral combination lock.

1008.1.9.3 Locks and latches. Locks and latches shall be permitted to prevent operation of doors where any of the following exists:

1. Places of detention or restraint.
2. In buildings in occupancy Group A having an occupant load of 300 or less, Groups B, F, M and S, and in places of religious worship, the main exterior door or doors are permitted to be equipped with key-operated locking devices from the egress side provided:
   2.1. The locking device is readily distinguishable as locked;
   2.2. A readily visible durable sign is posted on the egress side on or adjacent to the door stating: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. The sign shall be in letters 1 inch (25 mm) high on a contrasting background; and
   2.3. The use of the key-operated locking device is revokable by the building official for due cause.
3. Where egress doors are used in pairs, approved automatic flush bolts shall be permitted to be used, provided that the door leaf having the automatic flush bolts has no doorknob or surface-mounted hardware.
4. Doors from individual dwelling or sleeping units of Group R occupancies having an occupant load of 10 or less are permitted to be equipped with a night latch, dead bolt or security chain, provided such devices are openable from the inside without the use of a key or tool.
5. Fire doors after the minimum elevated temperature has disabled the unlatching mechanism in accordance with listed fire door test procedures.

1008.1.9.4 Bolt locks. Manually operated flush bolts or surface bolts are not permitted.

Exceptions:

1. On doors not required for egress in individual dwelling units or sleeping units.

On Sep 16, 2014, at 8:57 AM, Grant Eshoo <geshoo@housingequality.org> wrote:

Dear Mr. Dowling,

Ms. Bhadauria has indicated that she is satisfied with your client's response and will proceed to withdraw her appeal shortly. Thank you for working with HELP and Ms. Bhadauria to meet her disability-related needs and ensure her fair housing rights are honored.

Sincerely,

--

[redacted]
Director of Programs

Housing Equality Law Project (HELP)

[redacted]

T: 650-273-8140
650.273-8143
email: geshoo@housingequality.org

EXHIBIT 4

From: Grant Eshoo <geshoo@housingequality.org>
Date: October 8, 2014 at 11:10:13 AM PDT
To: Curtis Dowling <curtis@dowlingmarquez.com>
Subject: Re: Geeta Bhadauria

Dear Mr. Dowling,

Ms. Bhadauria has informed me that during her inquiries about removing her name from the appeal she co-filed at the Board of Appeals, she was advised by a member of that department that she should obtain a signed agreement from your client that he would not perform any work that affected her unit, as we discussed. They told her that the email exchange between us would not be sufficient should a problem later arise.

As she cannot now in good conscience proceed with removing her name from the appeal, would you please provide a signed statement from your client containing what we discussed in our emails so that Ms. Bhadauria can proceed?

Thank You,

--

Grant Eshoo
Director of Programs

Housing Equality Law Project (HELP)

[illegible]

[illegible]
650-273-8140
650.273-8143
email: geshoo@housingequality.org

DOWLING & MARQUEZ LLP
Attorneys at Law

T. 415.977.0444
F. 415.977.0156

August 29, 2014

WWW.DOWLINGMARQUEZ.COM

Via First-Class Mail & E-mail
(to: geshoo@housingequality.org)

Mr. Grant Eshoo
Director of Programs
Housing Equality Law Project
180 S. Spruce Avenue, Suite 250
South San Francisco, California 94080

Re: Geeta Bhadauria

Dear Mr. Eshoo:

This firm represents the owner of 1485 Clay Street, San Francisco.

I write in response to your letter to Brooks Baskin dated August 18, 2014 concerning Geeta Bhadauria, a tenant in unit #11.

Without conceding the legal or factual truth of anything you have stated in your letter, the owner of the property has decided at this time to not make any physical alterations to the interior of Ms. Bhadauria's unit in connection with the permit issued by the City & County of San Francisco for alteration work to neighboring unit #10. With that said, Ms. Bhadauria appealed the issuance of that permit yesterday to San Francisco's Board of Appeals, stating that any planned "modification" of her apartment would negatively impact her life, and basing her appeal on this claim. Since the owner will not be making any such "modification" as she has requested, then, as part of this interactive process which she has initiated, my client would hope that Ms. Bhadauria would withdraw her appeal in writing at this time. Please advise if she will do so. This would resolve the issues she has raised.

If you have any questions or concerns, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

Curtis F. Dowling

Dear Mr. Eshoo:

Please allow this letter to suffice as an in writing confirmation or our email exchanges between August 19, 2014 and October 8, 2014

My client, Clay Street Investors LLC, has no intention for any work being done in Unit #10 to alter the interior of Ms. Bhadauria's unit (Unit #11) or the storage area from Unit #11 that extends into unit #10.

My client cannot give Ms. Bhadauria a guarantee that no work will ever be done in her unit at any time in the future. The safety of Ms. Bhadauria, the entire building, and the legal requirements made upon my client by the San Francisco Department of Building Inspection (or any other entity) may supersede these intentions and force an alteration in the future.

With that said, my client believes it has figured out a way to properly secure the building, satisfy DBI, and receive a certificate of occupancy for Unit #10 without altering the interior of Ms. Bhadauria's unit, or the storage area that extends into unit #10. My client has no reason to contact Ms. Bhadauria for anything related to Unit #10 at this time.

Although highly unlikely, if anything should change in the future, and alterations were required by the Department of Building Inspection that would affect Ms. Bhadauria, my client will notify Ms. Bhadauria and/or HELP before proceeding with the work.

My client appreciates that Ms. Bhadauria will be withdrawing her appeal to the San Francisco Board of Appeals and looks forward to confirmation of the same.

Thank you.

Curtis F. Dowling

Agreed and Accepted by:

Manoj Kapoor of Clay Street Investors, LLC

From: Grant Eshoo <geshoo@housingequality.org>
Date: October 24, 2014 at 5:23:47 PM PDT
To: Curtis Dowling <curtis@dowlingmarquez.com>
Cc: Manoj Kapoor <1485clay@gmail.com>
Subject: Re: This is being mailed to you today . . .

Dear Mr. Dowling:

Ms. Bhadauria has informed me that on Oct. 16, a day prior to your last response on Oct. 17, she and her neighbor had already moved forward with their appeal. Furthermore, for a number of reasons, she believes the signed letter you and your client have provided is insufficient to allay her concerns.

Her biggest concern is that the scope of the letter is very open-ended. She is concerned that there are many different reasons for work to be required by various "entities", e.g. the work could be necessitated by actions being done in a neighboring unit, or required for financial reasons, etc. Furthermore, the means by which the required work would be performed may vary, and could even be triggered by the actions of your client, and there is nothing to guarantee that your client will do his best to prevent the work from impinging on Ms. Bhadauria's rights. Also, Ms. Bhadauria does not understand what an Order of Occupancy for Unit 10 has to do with her unit.

Unless her concerns regarding the noncommittal nature of your client's statement are corrected to her satisfaction, she will attempt to resolve the matter through the Board of Appeals. However, she preserves her rights under fair housing laws to reasonable accommodation regardless of the Board's decision under the codes by which they operate.

Therefore, please advise your client that her reasonable accommodation request to protect her unit from alteration is in effect regardless of the outcome of the Board hearing, and if infringed upon, she and HELP would still be at liberty to file a fair housing complaint with either the US Dept. of Housing and Urban Development (HUD) and/or the California Department of Fair Employment and Housing (DFEH).

Thank you for your time and attention to this matter.

Sincerely,

--

Grant Eshoo
Director of Programs
Housing Equality Law Project (HELP)
[redacted]
650-273-8140
650.273-8143
email: geshoo@housingequality.org

Letter of support for protesting an Alteration Appeal No. 140151; 1485 Clay Street #10

Dear Board Members,

I, Ekaterina A. Shukh, am writing this letter of support for Stacy Miller (the appellant), with the intention to point out that the issued Alteration Permit is unfair to the adjacent tenants who will be adversely impacted by the renovation next door.

The owner's decision to take away the floor space, the furniture, and the storage space from adjacent apartments in order to renovate the vacated unit, will break affordable rent-control regulations, will violate the rental agreement of the adjacent tenants, will significantly decrease their housing services, will breach the covenant of life enjoyment, and will cause unfair and unnecessary hardship on those tenants.

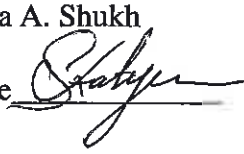
San Francisco is already in the midst of a deepening affordability crisis. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

I respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Thank you.

Sincerely,

Ekaterina A. Shukh

Signature  Date 10/24/2014

HD 11/5/14

FILE

BOARD OF APPEALS

OCT 27 2014 9:00

APPEAL # 14-151

Letter of support for protesting an Alteration Appeal No. 140151; 1485 Clay Street #10

Dear Board Members,

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I respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Thank you.

Sincerely,

Ekaterina A. Shukh

Signature [signature] Date 10/24/2014

HD 11/5/14

FILE

BOARD OF APPEALS

OCT 27 2014

APPEAL # 14-151

Letter of support for protesting an Alteration Appeal No. 140151; 1485 Clay Street #10

Dear Board Members,

I, Tatyana Doubnova, am writing this letter of support for Stacy Miller (the appellant), to point out that the issued Alteration Permit is unfair to the adjacent tenants who will be adversely impacted by the approved renovation next door.

The Landlord claims he has a right to make whatever changes he sees necessary to bring the vacant unit up to code. However, his right is not absolute and is subject to limitations set by law. Since the Landlord desires to make unnecessary changes to renovate vacant unit, he is triggering various code requirements and is expecting the neighboring occupied residential units to bear the loss of space. There must be other ways to renovate the vacant unit within its four walls.

SF is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

I respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Thank you.

Sincerely,

Tatyana Doubnova

10/24/2014 Signature _____ 415-710-4879

Letter of support for protesting an Alteration Appeal No. 140151; 1485 Clay Street #10

Dear Board Members,

I, Tatyana Doubnova, am writing this letter of support for Stacy Miller (the appellant), to point out that the issued Alteration Permit is unfair to the adjacent tenants who will be adversely impacted by the approved renovation next door.

The Landlord claims he has a right to make whatever changes he sees necessary to bring the vacant unit up to code. However, his right is not absolute and is subject to limitations set by law. Since the Landlord desires to make unnecessary changes to renovate vacant unit, he is triggering various code requirements and is expecting the neighboring occupied residential units to bear the loss of space. There must be other ways to renovate the vacant unit within its four walls.

SF is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

I respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Thank you.

Sincerely,

Tatyana Doubnova

10/24/2014 Signature  415-710-4879

H.D 11/3/14

Letter of support (an Alteration Appeal No. 140151; 1485 Clay Street #10)

Board of Appeals,
1650 Mission Street, #304,
San Francisco, CA 94103

FILE

BOARD OF APPEALS
OCT 27 2014 C96
APPEAL # 14-151

Dear Board Members,

I, Andrey Tsvetkov, am writing this letter of support for Stacy Miller (the appellant), with the intention to point out that the issued Alteration Permit is unfair to the adjacent tenants who will be adversely impacted by the renovation next door.

By using the Permit process to add occupied below market-rate square footage to empty market-rate units that are under San Francisco Rent Control, the Landlord is attempting to bypass San Francisco Administrative Code Chapter 37, Residential Rent Stabilization and Arbitration Ordinance and the intent of the drafters of the legislation.

SF is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

I respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Thank you.

Sincerely,

Tsvetkov

Andrey October-24-2014

Andrey Tsvetkov, Ph.D.
Assistant Professor
Department of Neurobiology and Anatomy
The University of Texas Medical School at Houston
6431 Fannin St
Houston, TX 77030

P.S. For 8 years I was a postdocotral researcher at University of California, San Francisco, and lived in the Inner Sunset (1301 14th ave, apt 2). I do know how unfair the landlords in San Francisco can be.

FILE HD 11/5/14

Letter of support for protesting the issuance of an Alteration Appeal No. 140151; 1485 Clay Street #10.

To whom it may concern,

My name is Alexander Purlats, and I am writing this letter to express my support for Stacy Miller, who will be undergoing a Board Hearing pertaining to "alterations" Stacy's landlord is attempting to do. I have known Stacy for quite a while and have heard that the new owner of 1485 Clay Street is renovating recently vacated unit #10, which shares the wall with Stacy's unit #9. It is also my understanding that under the pretense of the above mentioned renovation the landlord is attempting to remove a trundle bed used in Stacy's unit. Now this might sound fine on paper, but if you ever visit Stacy's studio you will quickly realize that there is simply no available square footage where one can place a replacement bed. I find it oddly convenient that the landlord is justifying his decision to remove Stacy's bed by citing the city code, especially considering that he has plenty of options available to him to perform renovations in unit 10 within the constraints of the code. I have a few close friends currently renting in San Francisco, with a few long term residents (over 10 years), and this sounds like a beginning of yet another harrowing example of how a landlord is attempting to evict a long term rent controlled resident for the purpose of immediately selling the unit for huge profit. I understand that what is being discussed by the board is a permit for renovation only, but I want to bring it to your attention that by granting this permit you will enable the landlord to significantly impact Stacy's unit, which can only be step 1 in eventual plan to sell off the property. I strongly urge you to consider Stacy's case, and make the right decision.

Thank you,

Alexander Purlats, 10/24/2014

Alexander Purlats, 10/24/2014

BOARD OF APPEALS
OCT 28 2014
APPEAL #14-151

HD 11/5/14

FILE

Letter of support for protesting the issuance of an Alteration Appeal No. 140151; 1485 Clay Street #10.

BOARD OF APPEALS
OCT 28 2014
APPEAL #14-151

Dear Board Members,
I am writing this letter of support for Stacy Miller (the appellant), and would like to point out that the said Alteration Permit is unfair to adjacent tenants who will be adversely impacted by the renovation next door.

If the DBI rules in favor of the owner, this precedent will allow other property owners to claim space from the rent-controlled units in a similar way, making lives of long-time residents unbearable, thus constructively evicting them and forcing them to move out of San Francisco, which is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

Olga Rybovalova
478 S. Murphy ave, #102
Sunnyvale, CA, 94086

10.24.2014

H W 11/3/14

Letter of support for protesting the issuance of an Alteration Appeal No. 140151; 1485 Clay Street #10.

BOARD OF APPEALS
OCT 28 2014
APPEAL # 14-151

Dear Board Members,

I am writing this letter of support for Stacy Miller (the appellant), and would like to point out that the said Alteration Permit is unfair to adjacent tenants who will be adversely impacted by the renovation next door.

The Landlord grandfathered the existing conditions of the dwelling units when he purchased the property in 2011, and he does not have to bring the vacant unit to the current code unless he chooses to renovate the place. Renovation is not a necessary repair, it is a voluntary decision, and the DBI is not forcing the owner to renovate, yet the landlord is forcing the neighboring tenants to comply with the consequent changes in the terms of tenancy using the Alteration Permit as "just cause"

Andrei Petrov

10.25.2014

1233 Capuchino av,#5,
Burlingame, CA
94010
415 374 4321

FILE

Letter of support for protesting the issuance of an Alteration Appeal No. 140151; 1485 Clay Street #10.

BOARD OF APPEALS
OCT 28 2014
APPEAL # 14-151

Dear Board Members,

I am writing this letter of support for Stacy Miller (the appellant), and would like to point out that the said Alteration Permit is unfair to adjacent tenants who will be adversely impacted by the renovation next door.

By using the Permit process to add occupied below market-rate square footage to empty market-rate units that are under San Francisco Rent Control, the Landlord is attempting to bypass San Francisco Administrative Code Chapter 37, Residential Rent Stabilization and Arbitration Ordinance and the intent of the drafters of the legislation.

Olga Belyntseva

6 Avila rd.
San Mateo, CA, 94402

10.25.2014

FILE

AD 11/5/14

BOARD OF APPEALS
OCT 28 2014
APPEAL # 14-157 Off

1485 Clay Street, #6
San Francisco, CA 94109
October 27, 2014

Board of Appeals
1650 Mission Street, #304
San Francisco, CA 94103

Dear Board Members,

This is a letter of support for Stacy Miller re: Alteration Appeal No. 140151: 1485 Clay Street, #10, in support of Ms. Miller's right to maintain the original space of her apartment, 1485 Clay Street, #9, which is adjacent to the apartment being renovated (#10). While it is admirable that the owner is seeking to improve #10, the renovation work should be limited to #10 rather than overlap into the already small square footage of Ms. Miller's apartment (#9). I now live in apt. #6, but am familiar with the space of #9 since it was my former address before I moved into #6 in 1989. I find it difficult to imagine how the already small dimensions of #9 could accommodate further reduction. I believe that never before in the building's now century-long history was it necessary to shave a piece out of #9 to expand #10. To allow this would curtail the full protection of San Francisco's Residential Rent Stabilization and Arbitration Ordinance. How is affordable housing to be maintained if the original square footage of an apartment can be reduced without the tenant's agreement? Thank you.

Sincerely,

Jason Honig

Jason Honig

A D 11/3/14

FILE

Letter of support for protesting the issuance of an Alteration Appeal No. 140151; 1485 Clay Street #10.

BOARD OF APPEALS
OCT 29 2014
APPEAL # 14-151

Dear Board Members,

I am writing this letter of support for Stacy Miller (the appellant), and would like to point out that the said Alteration Permit is unfair to adjacent tenants who will be adversely impacted by the renovation next door.

If the DBI rules in favor of the owner, this precedent will allow other property owners to claim space from the rent-controlled units in a similar way, making lives of long-time residents unbearable, thus constructively evicting them and forcing them to move out of San Francisco, which is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

Maxym Rybovalov

10.24.2014

510 387 3861
10038 Orange ave.
Cupertino, CA 95014

HD 11/5/14

FILE

Letter of support for protesting an Alteration Appeal No. 140151; 1485 Clay Street #10

Dear Board Members,

I, Roe Fernandez, am writing this letter of support for Stacy Miller (the appellant), to point out that the issued Alteration Permit is unfair to the adjacent tenants who will be adversely impacted by the approved renovation next door.

The Landlord claims he has a right to make whatever changes seem necessary to bring vacant unit up to code in a way that minimizes the inconvenience to the Landlord. However, his right is not absolute and is subject to limitations set by law. Since the Landlord desires to make unnecessary changes to renovate vacant unit, he is triggering various code requirements and is expecting the neighboring occupied residential units to bear the loss of space.

SF is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

I respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Thank you.

BOARD OF APPEALS
OCT 30 2014
APPEAL # 14-151

Sincerely,

10.24.2014 Signature _____

HD 14/0/14

FILE

Letter of support for protesting an Alteration Appeal No. 140151; 1485 Clay Street #10

Dear Board Members,

I, Natasha Nikolaeva, am writing this letter of support for Stacy Miller (the appellant), to point out that the issued Alteration Permit is unfair to the adjacent tenants who will be adversely impacted by the approved renovation next door.

The Landlord claims he has a right to make whatever changes seem necessary to bring vacant unit up to code in a way that minimizes the inconvenience to the Landlord. However, his right is not absolute and is subject to limitations set by law. Since the Landlord desires to make unnecessary changes to renovate vacant unit, he is triggering various code requirements and is expecting the neighboring occupied residential units to bear the loss of space.

SF is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

I respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Thank you.

BOARD OF APPEALS
OCT 30 2014
APPEAL # 14-151

Sincerely,

Natasha Nikolaeva

10.24.2014 Signature Natasha N

H D 11/5/14

FILE

Letter of support for protesting an Alteration Appeal No. 140151; 1485 Clay Street #10

Dear Board Members,

I, Serge Mokeyev, am writing this letter of support for Stacy Miller (the appellant), with the intention to point out that the issued Alteration Permit is unfair to the adjacent tenants who will be adversely impacted by the renovation next door.

The DBI expedited process of approving same-day permits violated the Appellants' due process rights and did not take into consideration any impact on adjacent occupied residential units protected by San Francisco Administrative Code Chapter 37. Tenants did not have an opportunity to request a discretionary review on the basis that they would be adversely impacted. And now the Landlord uses the Alteration Permit for the vacant unit as a "just cause" for taking away the space from the occupied unit. The consequences of the DBI expedited process of approving permits are that now the tenants have to bear the costs of taking the matter to civil litigation.

SF is already in the midst of a deepening affordability crisis. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

I respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Thank you.

Sincerely,

Serge Mokeyev

10/27/2014

BOARD OF APPEALS

OCT 30 2014

APPEAL # 14-151

H D 11/3/14 FILE

Letter of support for protesting an Alteration Appeal No. 140151; 1485 Clay Street #10

Dear Board Members,

I, Natalya Miller, am writing this letter of support for Stacy Miller (the appellant), to point out that the issued Alteration Permit is unfair to the adjacent tenants who will be adversely impacted by the approved renovation next door.

The Landlord claims he has a right to make whatever changes seem necessary to bring vacant unit up to code in a way that minimizes the inconvenience to the Landlord. However, his right is not absolute and is subject to limitations set by law. Since the Landlord desires to make unnecessary changes to renovate vacant unit, he is triggering various code requirements and is expecting the neighboring occupied residential units to bear the loss of space.

SF is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

I respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Thank you.

Sincerely,

BOARD OF APPEALS
OCT 30 2014
APPEAL # 14-151

10.24.2014 Signature N My

HD 12/3/14

FILE

Letter of support for protesting an Alteration Appeal No. 140151; 1485 Clay Street #10

Dear Board Members,

I, Yekaterina Mokeyeva, am writing this letter of support for Stacy Miller (the appellant), with the intention to point out that the issued Alteration Permit is unfair to the adjacent tenants who will be adversely impacted by the renovation next door.

The DBI expedited process of approving same-day permits violated the Appellants' due process rights and did not take into consideration any impact on adjacent occupied residential units protected by San Francisco Administrative Code Chapter 37. Tenants did not have an opportunity to request a discretionary review on the basis that they would be adversely impacted. And now the Landlord uses the Alteration Permit for the vacant unit as a "just cause" for taking away the space from the occupied unit. The consequences of the DBI expedited process of approving permits are that now the tenants have to bear the costs of taking the matter to civil litigation.

SF is already in the midst of a deepening affordability crisis. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

I respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Thank you.

Sincerely,

BOARD OF APPEALS
OCT 30 2014
APPEAL # 14-151

Yekaterina Mokeyeva

10/27/2014

CAUSA JUSTA
UNITY IS POWER • LA UNION HACE LA FUERZA
JUST CAUSE

info@cjc.org | www.cjc.org
SAN FRANCISCO 2301 Mission St., #201, San Francisco, CA 94110 | tel 415.487.9203 f 415.487.9022
WEST OAKLAND 3268 San Pablo Avenue, Oakland, CA 94608 | tel 510.763.5877 f 510.763.5824
EAST OAKLAND 9124 International Blvd., Oakland, CA 94603
MAILING PO Box 3596, Oakland, CA 94609

HD 11/5/14

FILE

October 29, 2014

Department of Building Inspections
Attn: Board of Appeals
1650 Mission Street #304
San Francisco, CA 94103

BOARD OF APPEALS
OCT 30 2014
APPEAL # 14-151

RE: Appeal No. 140151

Dear Board Members:

We are writing this letter to express our support for Stacy Miller, the appellant and tenant residing at 1485 Clay Street #9, at the Board of Appeals hearing pertaining to "alterations" intended for vacated adjacent Unit 10.

The property owner is using the Alteration Permit as a "Just Cause" as he attempts to change the Terms of Tenancy; this will sever space Stacy currently occupies in her unit per the rental agreement. We believe that the Alteration Permit is unfair to the adjacent tenant who will be adversely impacted by the renovation next door.

The landlord's decision to sever the floor space, furniture, and the storage space from Stacy's Unit 9 in order to renovate the vacated adjacent Unit 10 will break affordable rent control regulations, violate the rental agreement, significantly decrease her housing service, breach the covenant of life enjoyment, and cause significant hardship to the tenant. Furthermore, if DBI rules in favor of the landlord, this will set a precedent and allow other property owners to utilize this as a loophole in order to sever space from rent controlled units, thus making the lives of long-time tenants unbearable and can lead to evictions.

San Francisco is already in the midst of a an affordability crisis; housing costs are through the roof and long-time tenants are being forced out of the city as newcomers are being charged new rents few can afford. A key part of this crisis is that real estate speculators are purchasing large buildings, evicting tenants, and remodeling them in order to make a larger profit. We urge you to revoke the Alteration Permit granted to the commercial landlord in this case and support tenants in avoiding unnecessary and unfair hardships.

Thank you for your attention to this important matter.

Sincerely,

Leticia Arce
Tenant Counselor & Organizer
Causa Justa :: Just Cause

HD 11/5/14

FILE

Letter of support for Appeal No. 14-151; 1485 Clay Street #10

BOARD OF APPEALS
OCT 30 2014
APPEAL # 14-151

Dear Board Members,

We are writing this letter to express our support for Stacy Miller (the appellant) at the BOA hearing pertaining to "alterations" intended for vacated adjacent Unit 10. The Landlord is using the Alteration Permit as his "just cause" as he attempts to change the Terms of Tenancy (to sever space Stacy occupies in her unit per the rental agreement). Suspended Alteration Permit is unfair to the adjacent tenant who will be adversely impacted by the renovation next door.

The Landlord's decision to sever the floor space, the furniture, and the storage space from Stacy's Unit 9 in order to renovate the vacated adjacent Unit 10, will break affordable rent-control regulations, will violate the rental agreement, will significantly decrease her housing services, will breach the covenant of life enjoyment, and will cause hardship on the tenant.

If the DBI rules in favor of the Landlord, this precedent will show other property owners a loophole to sever space from the rent-controlled units, making lives of long-time residents unbearable, thus constructively evicting them. San Francisco is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

We respectfully ask to revoke the alternation permit of the commercial landlord in this case, and to help the tenant avoid unnecessary and unfair hardship.

Sincerely,

Your name here: Sara Shorr

10/28/14

Signature

7 South Van Ness • San Francisco 94103
unseling 415.703.8644 • fax 415.703.8639

HOUSING RIGHTS COMMITTEE OF SAN FRANCISCO

Sara Shor
Executive Direct
415.703.86
sara@hrcsf.c

H D 11/5/14

FILE

BOARD OF APPEALS

OCT 30 2014

APPEAL # 14-151

Letter of Support for Appeal No. 14-151; 1485 Clay Street #10

Dear Board Members,

We are writing this letter to express our support for Stacy Miller (the appellant) at the BOA hearing pertaining to "alterations" intended for vacated adjacent Unit 10. The Landlord is using Alteration Permit No. 2014/08/13/3751 as his "just cause" as he attempts to change the Terms of Tenancy (to sever living space Stacy occupies within her Unit per Rental Agreement). Alteration Permit is unfair to the adjacent tenant who will be adversely impacted by the renovation next door.

The Landlord's decision to sever the occupied furniture, floor footage, and storage space from Stacy's Unit 9 in order to renovate the vacated adjacent Unit 10, will break affordable rent-control regulations, will violate the rental agreement, will significantly decrease housing services, will breach the covenant of life enjoyment, and will cause hardship on the tenant.

If the DBI rules in favor of the Landlord, this precedent will show other property owners a loophole to sever space from the rent-controlled units, making lives of long-time residents unbearable, and thus constructively evicting them. San Francisco is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

We respectfully ask to revoke the Alternation Permit No. 14-151 issued to the commercial Landlord on 8/13/14, and to protect the tenant's rights.

Sincerely,

Name/organization: Tatyana Vinogradova, 327 24th ave #2, 94121 SF

10/29/14 (408)421-6589 Signature

H D 11/5/14

FILE

BOARD OF APPEALS

OCT 30 2014

APPEAL # 14-151

Letter of Support for Appeal No. 14-151; 1485 Clay Street #10

Dear Board Members,

We are writing this letter to express our support for Stacy Miller (the appellant) at the BOA hearing pertaining to "alterations" intended for vacated adjacent Unit 10. The Landlord is using Alteration Permit No. 2014/08/13/3751 as his "just cause" as he attempts to change the Terms of Tenancy (to sever living space Stacy occupies within her Unit per Rental Agreement). Alteration Permit is unfair to the adjacent tenant who will be adversely impacted by the renovation next door.

The Landlord's decision to sever the occupied furniture, floor footage, and storage space from Stacy's Unit 9 in order to renovate the vacated adjacent Unit 10, will break affordable rent-control regulations, will violate the rental agreement, will significantly decrease housing services, will breach the covenant of life enjoyment, and will cause hardship on the tenant.

If the DBI rules in favor of the Landlord, this precedent will show other property owners a loophole to sever space from the rent-controlled units, making lives of long-time residents unbearable, and thus constructively evicting them. San Francisco is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

We respectfully ask to revoke the Alternation Permit No. 14-151 issued to the commercial Landlord on 8/13/14, and to protect the tenant's rights.

Sincerely,

Name/organization: Alison Shenyalain

10/29/14

Signature

HD 11/5/14

FILE

BOARD OF APPEALS
OCT 30 2014
APPEAL # 14-151

Letter of Support for Appeal No. 14-151; 1485 Clay Street #10

Dear Board Members,

We are writing this letter to express our support for Stacy Miller (the appellant) at the BOA hearing pertaining to "alterations" intended for vacated adjacent Unit 10. The Landlord is using Alteration Permit No. 2014/08/13/3751 as his "just cause" as he attempts to change the Terms of Tenancy (to sever living space Stacy occupies within her Unit per Rental Agreement). Alteration Permit is unfair to the adjacent tenant who will be adversely impacted by the renovation next door.

The Landlord's decision to sever the occupied furniture, floor footage, and storage space from Stacy's Unit 9 in order to renovate the vacated adjacent Unit 10, will break affordable rent-control regulations, will violate the rental agreement, will significantly decrease housing services, will breach the covenant of life enjoyment, and will cause hardship on the tenant.

If the DBI rules in favor of the Landlord, this precedent will show other property owners a loophole to sever space from the rent-controlled units, making lives of long-time residents unbearable, and thus constructively evicting them. San Francisco is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

We respectfully ask to revoke the Alternation Permit No. 14-151 issued to the commercial Landlord on 8/13/14, and to protect the tenant's rights.

Sincerely,

Name/organization: Maria Finkelstein

10/29/14

Signature

HD 11/5/14

FILE

BOARD OF APPEALS

OCT 30 2014

APPEAL # 14-151

Letter of Support for Appeal No. 14-151; 1485 Clay Street #10

Dear Board Members,

We are writing this letter to express our support for Stacy Miller (the appellant) at the BOA hearing pertaining to "alterations" intended for vacated adjacent Unit 10. The Landlord is using Alteration Permit No. 2014/08/13/3751 as his "just cause" as he attempts to change the Terms of Tenancy (to sever living space Stacy occupies within her Unit per Rental Agreement). Alteration Permit is unfair to the adjacent tenant who will be adversely impacted by the renovation next door.

The Landlord's decision to sever the occupied furniture, floor footage, and storage space from Stacy's Unit 9 in order to renovate the vacated adjacent Unit 10, will break affordable rent-control regulations, will violate the rental agreement, will significantly decrease housing services, will breach the covenant of life enjoyment, and will cause hardship on the tenant.

If the DBI rules in favor of the Landlord, this precedent will show other property owners a loophole to sever space from the rent-controlled units, making lives of long-time residents unbearable, and thus constructively evicting them. San Francisco is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

We respectfully ask to revoke the Alternation Permit No. 14-151 issued to the commercial Landlord on 8/13/14, and to protect the tenant's rights.

Sincerely,

Name/organization: Mikhail Shemyakin

10/29/14

Signature

H D 11/5/14

BOARD OF APPEALS
OCT 30 2014
APPEAL # 14-151

Letter of Support for Appeal No. 14-151; 1485 Clay Street #10

Dear Board Members,

We are writing this letter to express our support for Stacy Miller (the appellant) at the BOA hearing pertaining to "alterations" intended for vacated adjacent Unit 10. The Landlord is using Alteration Permit No. 2014/08/13/3751 as his "just cause" as he attempts to change the Terms of Tenancy (to sever living space Stacy occupies within her Unit per Rental Agreement). Alteration Permit is unfair to the adjacent tenant who will be adversely impacted by the renovation next door.

The Landlord's decision to sever the occupied furniture, floor footage, and storage space from Stacy's Unit 9 in order to renovate the vacated adjacent Unit 10, will break affordable rent-control regulations, will violate the rental agreement, will significantly decrease housing services, will breach the covenant of life enjoyment, and will cause hardship on the tenant.

If the DBI rules in favor of the Landlord, this precedent will show other property owners a loophole to sever space from the rent-controlled units, making lives of long-time residents unbearable, and thus constructively evicting them. San Francisco is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

We respectfully ask to revoke the Alternation Permit obtained by the commercial Landlord in this case, and to help protect the tenant's rights.

Sincerely,

Name/organization: Allegro Dental Group

10/29/14

Signature

HD 11/5/14

FILE

BOARD OF APPEALS

OCT 30 2014

Appeal # 14-151

Letter of Support for Appeal No. 14-151; 1485 Clay Street #10

Dear Board Members,

We are writing this letter to express our support for Stacy Miller (the appellant) at the BOA hearing pertaining to "alterations" intended for vacated adjacent Unit 10. The Landlord is using Alteration Permit No. 2014/08/13/3751 as his "just cause" as he attempts to change the Terms of Tenancy (to sever living space Stacy occupies within her Unit per Rental Agreement). Alteration Permit is unfair to the adjacent tenant who will be adversely impacted by the renovation next door.

The Landlord's decision to sever the occupied furniture, floor footage, and storage space from Stacy's Unit 9 in order to renovate the vacated adjacent Unit 10, will break affordable rent-control regulations, will violate the rental agreement, will significantly decrease housing services, will breach the covenant of life enjoyment, and will cause hardship on the tenant.

If the DBI rules in favor of the Landlord, this precedent will show other property owners a loophole to sever space from the rent-controlled units, making lives of long-time residents unbearable, and thus constructively evicting them. San Francisco is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

We respectfully ask to revoke the Alternation Permit obtained by the commercial Landlord in this case, and to help protect the tenant's rights.

Sincerely,

Name/organization: Reina Cervantes

10/29/14

Signature R Cervantes

H D 11/5/14

BOARD OF APPEALS
OCT 30 2014
APPEAL # 14-151

Letter of Support for Appeal No. 14-151; 1485 Clay Street #10

Dear Board Members,

We are writing this letter to express our support for Stacy Miller (the appellant) at the BOA hearing pertaining to "alterations" intended for vacated adjacent Unit 10. The Landlord is using Alteration Permit No. 2014/08/13/3751 as his "just cause" as he attempts to change the Terms of Tenancy (to sever living space Stacy occupies within her Unit per Rental Agreement). Alteration Permit is unfair to the adjacent tenant who will be adversely impacted by the renovation next door.

The Landlord's decision to sever the occupied furniture, floor footage, and storage space from Stacy's Unit 9 in order to renovate the vacated adjacent Unit 10, will break affordable rent-control regulations, will violate the rental agreement, will significantly decrease housing services, will breach the covenant of life enjoyment, and will cause hardship on the tenant.

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We respectfully ask to revoke the Alternation Permit obtained by the commercial Landlord in this case, and to help protect the tenant's rights.

Sincerely,

Name/organization: ZEBUNISO Abdulazoud

10/29/14 Signature

BOARD OF APPEALS

OCT 30 2014

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If the DBI rules in favor of the Landlord, this precedent will show other property owners a loophole to sever space from the rent-controlled units, making lives of long-time residents unbearable, and thus constructively evicting them. San Francisco is already in the midst of a deepening affordability crisis. Housing prices are through the roof, long-time residents are being forced out of the city and newcomers are being charged rents few can afford. A key part of this crisis is that real estate speculators are buying up apartment buildings and evicting tenants.

We respectfully ask to revoke the Alternation Permit obtained by the commercial Landlord in this case, and to help protect the tenant's rights.

Sincerely,

Name/organization: Sandra Calzada

10/29/14

Signature