

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
PAMELA MILLER, _____)
Appellant(s))
vs.)
DEPARTMENT OF BUILDING INSPECTION, _____)
PLANNING DEPARTMENT APPROVAL Respondent

Appeal No. 14-099

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on May 20, 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 May 07, 2014, to Hela Campbell, Alteration Permit (disconnect and remove stove, frig and sink; over-the-counter permit to demolish unwarranted rental unit; incorporating cottage back into and with the lower flat) at 3828 Cesar Chavez Street.

APPLICATION NO. 2014/05/07/5151

FOR HEARING ON July 16, 2014

Address of Appellant(s):

Pamela Miller, Appellant
c/o Dave Crow, Attorney for Appellant
605 Market Street #400
San Francisco, CA 94105

Address of Other Parties:

Hela Campbell, Permit Holder
c/o Karen Uchiyama, Attorney for Permit Holder
1441 Baker Street
San Francisco, CA 94115



Date Filed:

BOARD OF APPEALS

MAY 20 2014

APPEAL #

14-099

CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS

PRELIMINARY STATEMENT OF APPEAL

I / We, **Pamela Miller**, hereby appeal the following departmental action: **ISSUANCE of Alteration Permit BPA NO. 2014/05/07/5151** by the **Department of Building Inspection** which was issued or became effective on: **May 07, 2014**, to: **Hela Campbell**, for the property located at: **3828 Cesar Chavez Street**.

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: **June 26, 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: **July 10, 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.

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

Hearing Date: **Wednesday, July 16, 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: I disagree with this permit because it will impact my tenancy.

Appellant or Agent (Circle One):

Signature:

Pamela G. Miller

Print Name:

PAMELA G. MILLER

APPROVED
Dept. of Building Insp.

MAY 07 2014

APPLICATION ISSUANCE

BLDG. FORM

318

APPLICATION NUMBER

OSHA APPROVAL REQ'D

APPROVAL NUMBER

2014-05-07-5151
BOARD OF APPEALS

MAY 20 2014

APPEAL # 14-099

COM 101315751(H/S) Tom C. Hui

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

FORM 3 OTHER AGENCIES REVIEW REQUIRED
FORM 8 OVER-THE-COUNTER ISSUANCE

2 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 5-7-14	FILING FEE RECEIPT NO. 3047144	STREET ADDRESS OF JOB 3828 CESAR CHAVEZ ST	BLOCK & LOT 1566 4011
PERMIT NO. 1333447	ISSUED 5/7/14	(2A) ESTIMATED COST OF JOB 200	(2B) REVISED COST 200

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(1A) TYPE OF MESH WOOD	(1B) NO. OF STORIES OF OCCUPANCY 2	(1C) NO. OF BASEMENTS AND CELLARS 1	(1D) PRESENT USE TWO UNIT RENTAL APARTMENT	(1E) OCCUP CLASS R-2	(1F) NO. OF DWELLING UNITS 2
---------------------------	---------------------------------------	--	---	-------------------------	---------------------------------

DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(2A) TYPE OF CONSTRUCTION WOOD	(2B) NO. OF STORIES OF OCCUPANCY 2	(2C) NO. OF BASEMENTS AND CELLARS 1	(2D) PROPOSED USE / LEGAL USE TWO RENTAL BUILDING	(2E) OCCUP CLASS R-2	(2F) NO. OF DWELLING UNITS 2
-----------------------------------	---------------------------------------	--	--	-------------------------	---------------------------------

(3) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? NO	(4) WILL STREET SPACE BE USED DURING CONSTRUCTION? YES	(5) ELEGANT NEAL WORK TO BE PERFORMED? YES	(6) PLUMBING WORK TO BE PERFORMED? YES
--	---	---	---

(14) GENERAL CONTRACTOR ALBITE CONSTRUCTION 3828 CESAR CHAVEZ	ADDRESS 3828 CESAR CHAVEZ	PHONE 415 215 5747	EXPIRATION DATE 04/30/2015
--	------------------------------	-----------------------	-------------------------------

(15) OWNER - LESSEE (CHECK ONE) OWNER	ADDRESS 3826 CESAR CHAVEZ	PHONE FOR CONTACT BY DEPT. 770
--	------------------------------	-----------------------------------

DISCONNECT AND REMOVE STOVE, FRIG AND SINK

OVER-COUNTER PERMIT TO DEMOLISH THAT UNMAINTAINED RENTAL UNIT INCORPORATING BATTAGE BACK INTO AND WITH LOW FLR PLANT

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING? NO	(18) IF (17) IS YES, STATE NEW HEIGHT AT GROUND LEVEL IN FEET NEW HEIGHT AT GROUND LEVEL IN FEET	(19) DOES THIS ALTERATION CREATE DECK OR PORCH EXTENSION TO BUILDING? NO	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA IN SQ. FT. SQ. FT.
(21) WILL SIDEWALK OVER SUB-SIDEWALK BE REPAIRED OR ALTERED? NO	(22) WILL SIDEWALK BE EXTENDED BEYOND PROPERTY LINE? NO	(23) ARE OTHER EXISTING BLOCS ON LOT? (YES SHOW UN REVI PLAN) NO	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? NO

(25) ARCHITECT OR ENGINEER DESIGN LISTED IN CONSTRUCTION LIST ADDRESS	ADDRESS
--	---------

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

IMPORTANT NOTICES

1. This permit shall be used only for the purposes of the work described on the permit. Any other use is prohibited.
2. No portion of this permit shall be used for any other purpose.
3. The permit holder shall be responsible for the accuracy of the information provided.
4. The permit holder shall be responsible for the safety of the work.
5. The permit holder shall be responsible for the removal of debris.
6. The permit holder shall be responsible for the maintenance of the site.
7. The permit holder shall be responsible for the protection of adjacent properties.
8. The permit holder shall be responsible for the compliance with all applicable codes and regulations.
9. The permit holder shall be responsible for the payment of all applicable fees.
10. The permit holder shall be responsible for the completion of the work within the specified time frame.
11. The permit holder shall be responsible for the notification of the Department of Building Inspection upon completion of the work.
12. The permit holder shall be responsible for the notification of the Department of Building Inspection upon any change to the work.
13. The permit holder shall be responsible for the notification of the Department of Building Inspection upon any violation of the permit conditions.
14. The permit holder shall be responsible for the notification of the Department of Building Inspection upon any other matter that may affect the permit.

NOTICE TO APPLICANT

1. The permit holder shall be responsible for the safety of the work.
2. The permit holder shall be responsible for the removal of debris.
3. The permit holder shall be responsible for the maintenance of the site.
4. The permit holder shall be responsible for the protection of adjacent properties.
5. The permit holder shall be responsible for the compliance with all applicable codes and regulations.
6. The permit holder shall be responsible for the payment of all applicable fees.
7. The permit holder shall be responsible for the completion of the work within the specified time frame.
8. The permit holder shall be responsible for the notification of the Department of Building Inspection upon completion of the work.
9. The permit holder shall be responsible for the notification of the Department of Building Inspection upon any change to the work.
10. The permit holder shall be responsible for the notification of the Department of Building Inspection upon any violation of the permit conditions.
11. The permit holder shall be responsible for the notification of the Department of Building Inspection upon any other matter that may affect the permit.

APPLICANT'S CERTIFICATION

I HEREBY CERTIFY AND AGREE THAT THE PERMIT IS ISSUED FOR THE CONSTRUCTION DESCRIBED ON THIS APPLICATION AND THE PROVISIONS OF THIS PERMIT AND ALL APPLICABLE CODES AND ORDINANCES THEREBY WILL BE COMPLIED WITH

Signature of Applicant: Edgardo Benitez Date: 3/24/2014

EXHIBIT
'C'

Permits, Complaints and Boiler PTO Inquiry

Permit Details Report

Report Date: 5/20/2014 3:44:11 PM

Application Number: 201405075151
Form Number: 8

Address(es): 6566 / 011 / 0 3828 CESAR CHAVEZ ST
 6566 / 011 / 0 3826 CESAR CHAVEZ ST

Description: rear shed - DISCONNECT AND REMOVE STOVE, FRIG AND SINK. DEMOLISH UNWARRANTED RENTAL UNIT INCORPORATING COTTAGE BACK INTO AND WITH LOWER FLAT.

Cost: \$200.00
Occupancy Code: R-3
Building Use: 28 - 2 FAMILY DWELLING

Disposition / Stage:

Action Date	Stage	Comments
5/7/2014	TRIAGE	
5/7/2014	FILING	
5/7/2014	FILED	
5/7/2014	APPROVED	
5/7/2014	ISSUED	
5/16/2014	SUSPEND	per DCP's request on 5/16/2014

BOARD OF APPEALS

MAY 20 2014

APPEAL # 14-095

Contact Details:

Contractor Details:

License Number: 964931
Name: ALFONSO LEON BAZURTO JR
Company Name: ALB III CONSTRUCTION & DESIGN INC
Address: 10300 CAMINITO CUERVO * SAN DIEGO CA 92108-0000
Phone:

Addenda Details:

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	5/7/14	5/7/14			5/7/14	SHAWL HAREGGEWAIN	
2	CP-ZOC	5/7/14	5/7/14			5/7/14	OMOKARO ISOKEN	
3	BLDG	5/7/14	5/7/14			5/7/14	LAU (NELSON) CHI CHIU	approved Otc
4	CPB	5/7/14	5/7/14			5/7/14		otc fdr

This permit has been issued. For information pertaining to this permit, please call 415-558-6096.

Appointments:

Appointment Date | **Appointment AM/PM** | **Appointment Code** | **Appointment Type** | **Description** | **Time Slots**

Inspections:

Activity Date | **Inspector** | **Inspection Description** | **Inspection Status**

Special Inspections:

Addenda No. | **Completed Date** | **Inspected By** | **Inspection Code** | **Description** | **Remarks**

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

[Station Code Descriptions and Phone Numbers](#)

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

Technical Support for Online Services

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

BOARD OF APPEALS

OCT 30 2014

APPEAL # 14-099

1 Dave Crow (SBN: 212944)
Crow & Rose, Attorneys at Law
2 605 Market Street, Suite 400
San Francisco, CA 94105

3 Phone: (415) 552-9060
4 Fax: (415) 795-1270

5 Attorney for Appellant, Pamela Miller

6 **BOARD OF APPEALS**
7 **CITY AND COUNTY OF SAN FRANCISCO**

9 PAMELA MILLER

10 Appellant,

11 vs.

12 CITY AND COUNTY OF SAN FRANCISCO
13 DEPARTMENT OF BUILDING INSPECTION

14 Respondent

} Appeal No. 14-099

} APPELLANT'S BRIEF
} OPPOSING THE PERMIT

} Subject Property: 3828A Cesar Chavez Street
} Permit Type: Building Permit
} Permit No.: 201405075151

} Date: November 5, 2014
} Time: 5:00 P.M.
} Location: One Dr. Carlton B. Goodlett Place
} Room: 416

16 **I. STATEMENT OF FACTS**

17 The subject property consists of a building with two flats at 3826-28 Cesar Chavez Street and a
18 carriage house/cottage at the back of the property, 3828A Cesar Chavez Street.

19 Appellant, Pamela Miller, leased the subject premises at 3828A Cesar Chavez Street from the
20 former owner, Hela Campbell, on September 23, 2006.

21 Ms. Campbell died on July 6, 2013. Alfonso Bazarro is the trustee for the Hela Campbell
22 Revocable Trust.

23 After Mr. Bazarro became trustee for the property, he told Ms. Miller that he wanted to sell the
24 property. Mr. Bazarro then informed Ms. Miller on August 2, 2013 there would be an owner move in
25 eviction on her unit. He told her the new owners would keep the upper unit of the main house for
26 rental and live in lower unit, and the family would use the cottage.

27 On March 25, 2014, Ms. Miller received a Notice of Owner's Application for Permit to
28 Demolish Residential Dwelling Unit From Residential Housing. Ms. Miller applied for a Block Book

1 Notification for the parcel on April 29, 2014.

2 Mr. Bazarro filed Building Permit Application No. 201405075151 on May 7, 2014.

3 Although Ms. Miller's application for Block Book had been processed on May 5, 2014, the
4 planner reviewing the building permit on May 7, 2014 was unaware of the BBN and did not place the
5 required ten-day hold on the permit so that Ms. Miller could review it and Apply for Discretionary
6 Review.

7 On May 13, 2014, Bazarro served Ms. Miller a Sixty-Day Notice of Termination of her tenancy
8 under Rent Ordinance section 37.9(a)(10) "to demolish or to otherwise permanently remove the rental
9 unit from housing use."

10 When Ms. Miller received the notice of termination, she realized that that she had not been
11 notified of the building permit and emailed Scott Sanchez, who apologized for the error and suspended
12 the permit on May 16, 2014. A true and correct copy of Ms. Miller's email and Mr. Sanchez's response
13 is attached hereto as Appellant's Exhibit A.

14 Ms. Miller appealed the permit on or about May 21, 2014.

15 Ms. Miller applied for Discretionary Review of the permit on June 13, 2014. A true and correct
16 copy of Ms. Miller's Application for Discretionary Review is attached hereto as Appellant's Exhibit B.

17 Ms. Miller requested and received two postponements of this hearing in order to be able to
18 present the Planning Commission decision to the Board for consideration.

19 On October 23, 2014, the Planning Commission, despite a Planning Department
20 recommendation otherwise, voted 5-1 to take review and to disapprove the project at issue here. The
21 Commission found that disapproving the project would preserve affordable housing; that the illegal
22 unit is without a complaint or Notice of Violation; that the illegal unit does not prohibit the trustees'
23 ability to sell the property or take any other land use decision; and, that denying the permit would be
24 consistent with the mayor's directive to preserve affordable housing. To date, the Planning
25 Commission has not issued a written order. The minutes for the October 23, 2014 meeting are not
26 available online. The description offered here is a synopsis of the order only available on the video of
27 the hearing, which can be viewed at:

28 http://sanfrancisco.granicus.com/MediaPlayer.php?view_id=20&clip_id=21276 on line 15.

1 **II. BASED ON THE PLANNING COMMISSION'S DISAPPROVAL OF THE**
2 **PROJECT, THE BOARD SHOULD GRANT MS. MILLER'S APPEAL**

3 The building permit at issue seeks to convert the unit to non-residential use. "[T]he removal of
4 cooking facilities in a Residential Unit or the change of occupancy" constitutes a conversion. Planning
5 Code § 317(b)(1).

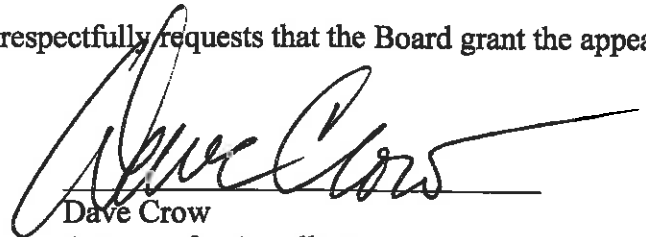
6 Planning Code § 317(f)(1) provides that a residential conversion "shall be prohibited, unless the
7 Planning Commission approves the building permit application at a Mandatory Discretionary Review
8 hearing."

9 In this case, Ms. Miller appealed the permit in a timely fashion in order to gain time to apply
10 for discretionary review. The Board allowed her to postpone the appeal twice to await the Planning
11 Commission's decision regarding the permit and its effect on removing viable, affordable housing.

12 The Planning Commission disapproved the building permit application and the project on
13 October 23, 2014.

14 For the reasons stated above, Appellant respectfully requests that the Board grant the appeal
15 and revoke Permit No. 201405075151.

16 Dated: October 29, 2014



Dave Crow
Attorney for Appellant,
Pamela Miller

EXHIBIT A

From: Pamela Miller pamelagenemiller@gmail.com
Subject: Fwd: RE: Request to rescind permit approval
Date: May 15, 2014 at 11:00 AM
To: Dave Crow dave@crowandrose.com

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

From: "Sanchez, Scott (CPC)" <scott.sanchez@sfgov.org>
Date: May 15, 2014 10:57 AM
Subject: RE: Request to rescind permit approval
To: "Pamela Miller" <pamelagenemiller@gmail.com>, "scottsanchez@sfgov.org" <scottsanchez@sfgov.org>
Cc: "Omokaro, Isoken (CPC)" <isoken.omokaro@sfgov.org>, "Starr, Aaron (CPC)" <aaron.starr@sfgov.org>

Dear Ms. Miller,

Thank you for the email and apologies for this error. We will issue a request (by tomorrow) to the Department of Building Inspection to suspend this permit to allow time for the BBN notification. I will forward you the request once it is finalized.

Regards,

Scott F. Sanchez
Zoning Administrator

Planning Department | City and County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6350 | Fax: [415-558-6409](tel:415-558-6409)

Email: scott.sanchez@sfgov.org

Web: www.sfplanning.org

Planning Information Center (PIC): [415.558.6377](tel:415.558.6377) or pic@sfgov.org

Planning Information Map (PIM): <http://propertymap.sfplanning.org>



From: Pamela Miller [<mailto:pamelagenemiller@gmail.com>]
Sent: Thursday, May 15, 2014 10:50 AM
To: scottsanchez@sfgov.org; Sanchez, Scott (CPC)
Cc: Omokaro, Isoken (CPC); Starr, Aaron (CPC)
Subject: Request to rescind permit approval

Hi Scott.

I spoke with Aaron Starr who told me to contact you regarding a block book notice application I filed on April 29 for 3828 Cesar Chavez. It was processed successfully on May 5th, however a demolition permit was approved May 7th. I was not notified of the permit and received a 60 day eviction notice yesterday. I wanted the opportunity for a discretionary review and therefore requesting a rescission of the permit approval based on the timely processing of the block book notice application, prior to the demolition permit being filed.

Thanks in advance for your help in this matter.

EXHIBIT B

APPLICATION FOR Discretionary Review

1. Owner/Applicant Information

Pamela Miller		
3828A Cesar Chavez, San Francisco CA	94131	(415)722-6445
Alfonso Bazurto c/o Karen Y. Uchiyama, Law Offices of Karen Y. Uchiyama		
1441 Baker Street, San Francisco, CA	94115	(415) 563-9300
Same as Above <input type="checkbox"/> Dave Crow, Crow & Rose Attorneys at Law		
605 Market Street, San Francisco, CA	94105	(415) 552-9060
dave@crowandrose.com		

2. Location and Classification

3828 Cesar Chavez		94131
Church/Dolores		
6566	/011	25' X 114'
2850	RH-2	40-X

3. Project Description

Please check all that apply

Change of Use Change of Hours New Construction Alterations Demolition Other

Additions to Building: Rear Front Height Side Yard

Present or Previous Use: Dwelling unit

Proposed Use: Remove dwelling unit

Building Permit Application No. 201405075151

Date Filed: May 7, 2014

~~RECEIVED~~
~~JUN 12 2014~~
~~CITY & COUNTY OF S.F.~~
~~PLANNING DEPARTMENT~~
~~PIC~~

~~RECEIVED~~
~~JUN 13 2014~~
~~CITY & COUNTY OF S.F.~~
~~PLANNING DEPARTMENT~~
~~PIC~~

RECEIVED
JUN 13 2014
CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
PIC

4. Actions Prior to a Discretionary Review Request

Prior Action	YES	NO
Have you discussed this project with the permit applicant?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Did you discuss the project with the Planning Department permit review planner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Did you participate in outside mediation on this case?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. Changes Made to the Project as a Result of Mediation

If you have discussed the project with the applicant, planning staff or gone through mediation, please summarize the result, including any changes there were made to the proposed project.

Yes, I have discussed the ramifications of this building permit with the Landlord's Attorney, Karen Uchlyama. We discussed a settlement by which my client would vacate but we could not agree on terms. There are no changes in the current proposal.

Discretionary Review Request

In the space below and on separate paper, if necessary, please present facts sufficient to answer each question.

- 1. What are the reasons for requesting Discretionary Review? The project meets the minimum standards of the Planning Code. What are the exceptional and extraordinary circumstances that justify Discretionary Review of the project? How does the project conflict with the City's General Plan or the Planning Code's Priority Policies or Residential Design Guidelines? Please be specific and site specific sections of the Residential Design Guidelines.

See attached memorandum of points and authorities.

- 2. The Residential Design Guidelines assume some impacts to be reasonable and expected as part of construction. Please explain how this project would cause unreasonable impacts. If you believe your property, the property of others or the neighborhood would be adversely affected, please state who would be affected, and how:

Not applicable to this Request for Discretionary Review.

- 3. What alternatives or changes to the proposed project, beyond the changes (if any) already made would respond to the exceptional and extraordinary circumstances and reduce the adverse effects noted above in question #1?

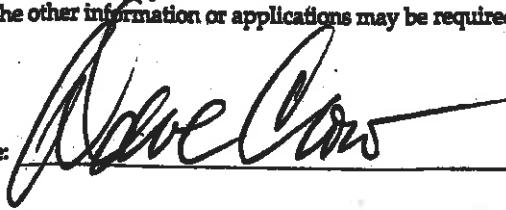
See attached memorandum of points and authorities.

Applicant's Affidavit

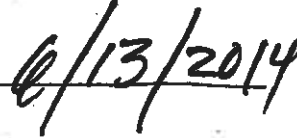
Under penalty of perjury the following declarations are made:

- a: The undersigned is the owner or authorized agent of the owner of this property.
- b: The information presented is true and correct to the best of my knowledge.
- c: The other information or applications may be required.

Signature: _____



Date: _____



Print name, and indicate whether owner, authorized agent

Dave Crow, Attorney for Applicant

Owner / Authorized Agent (circle one)

Discretionary Review Application Submittal Checklist

Applications submitted to the Planning Department must be accompanied by this checklist and all required materials. The checklist is to be completed and signed by the applicant or authorized agent.

Application, with all blanks completed	<input checked="" type="checkbox"/>
Address labels (original), if applicable	<input checked="" type="checkbox"/>
Address labels (copy of the above), if applicable	<input checked="" type="checkbox"/>
Photocopy of this completed application	<input checked="" type="checkbox"/>
Photographs that illustrate your concerns	<input checked="" type="checkbox"/>
Covenant or Deed Restrictions	<input checked="" type="checkbox"/>
Check payable to Planning Dept.	<input checked="" type="checkbox"/>
Letter of authorization for agent	<input checked="" type="checkbox"/>
Other: Section Plan, Detail drawings (i.e. windows, door entries, trim), Specifications (for cleaning, repair, etc.) and/or Product cut sheets for new elements (i.e. windows, doors)	<input type="checkbox"/>

NOTES:

Required Material.

Optional Material.

Two sets of original labels and one copy of addresses of adjacent property owners and owners of property across street.

David Crow 6/13/2014



Pamela G. Miller
3828a Cesar Chavez
San Francisco, CA 94131

June 11, 2014


San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103-9425

*Re: Application for Discretionary Review
Building Permit Application No. 201405075151*

To Whom It May Concern:

I hereby authorize my attorney, Dave Crow, to deliver this Application of Discretionary Review and to discuss it with the appropriate Planning Department employees as necessary.

Sincerely,

A handwritten signature in black ink that reads "Pamela G. Miller". The signature is written in a cursive style with a clear first name and a last name that includes a middle initial.

Pamela G. Miller
Applicant

Discretionary Review Application
3826-28 Cesar Chavez Street
Block 6566, Lot 011
Project Owner Agent: Alfonso Bazarro
Building Permit Application No. 201405075151
Applicant: Pamela Miller

1. Introduction

Applicant, Pamela Miller requests discretionary review of building owner/agent Alfonso Bazarro's building permit application to remove and demolish her residence at 3828A Cesar Chavez street in San Francisco. Discretionary review is appropriate here, because, there is no notice of violation on the dwelling. The dwelling is habitable but for the unpermitted addition of a kitchen years ago. Given San Francisco's new emphasis on priority to create dwelling units and to maintain affordable housing, removal of this unit flies in the face of those policies.

2. Statement Of Facts

The subject property consists of a building with two flats at 3826-28 Cesar Chavez Street and a carriage house/cottage at the back of the property, 3828A Cesar Chavez Street. (See photos attached as Exhibit A.)

Applicant, Pamela Miller, leased the subject premises at 3828A Cesar Chavez Street from the former owner, Hela Campbell, on September 23, 2006. (See lease, attached as Exhibit B.)

Ms. Miller will testify that Ms. Campbell represented she completely renovated the cottage adding the amenities that exist presently.

Ms. Campbell died on July 6, 2013. Alfonso Bazarro is the trustee for the Hela Campbell Revocable Trust.

After Mr. Bazarro became trustee for the property, he told Ms. Miller that he wanted to sell the property. Mr. Bazarro informed Ms. Miller on August 2, 2013 there would be an owner move in eviction on her unit. He told her the new owners would keep the upper unit of the main house for rental and live in lower unit, and the cottage would be used by the family. Pamela then contacted her attorney and discussed the possibility of the unit being illegal since it was not listed in Department of Building Inspection records.

On August 5, 2013 Ms. Miller requested an inspection of the premises by a housing inspector from the Department of Building Inspection. On August 9, 2013 "Inspector Steve Mungovan investigated the complaint at the rear cottage of the subject property and observed possible violations of the San Francisco Housing Code. Pertinent observations are as follows: What appears to be an original carriage house has been converted to a dwelling unit." (DBI Complaint Data sheet attached as Exhibit C.)

Ms. Miller began to discuss settlement terms to vacate the premises with Mr. Bazarro early in 2014.

By March 28, 2014 when she was still unable to come to terms with Mr. Bazarro, Ms. Miller contacted Mr. Mungovan to inquire if a determination had been made as to the legality of her unit. Ms. Miller will testify that Mr. Mungovan commented that there was nothing wrong with the unit, it was habitable, but for the kitchen, which was installed without benefit of a building permit. He indicated that legalizing the unit would be "a snap" and that he was unwilling to issue a notice of violation. Ms. Miller then withdrew the complaint.

Ms. Miller failed to agree to settlement terms with Mr. Bazarro and filed a Block Book Notice for the parcel on April 30, 2014.

Mr. Bazarro filed Building Permit Application No. 201405075151 on May 7, 2014 (See attached Exhibit D) and on May 13, 2014, used it as the basis for serving Ms. Miller a Sixty-Day Notice of Termination of her tenancy under Rent Ordinance section 37.9(a)(10) "to demolish or to otherwise permanently remove the rental unit from housing use."

3. What are the reasons for requesting Discretionary Review?

Ms. Miller seeks Discretionary Review for the primary purpose of preserving her rent-controlled housing. According to the Mayor's Executive Directive 13-01, December 18, 2013, Task (2) allowing discretionary review for loss of housing units: "The Planning Commission could then consider the reasons for the reduction in housing units, with *special attention paid to preserving existing rental stock.*" (Emphasis added.)

4. The project meets the minimum standards of the Planning Code. What are the exceptional and extraordinary circumstances that justify Discretionary Review of the project?

In this case the exceptional and extraordinary circumstances have been created by the rapid loss of affordable housing and dramatic rent increases in San Francisco during the last few years as recognized by the San Francisco Planning Department Executive Summary, March 13, 2014, recommending the amendment to Planning Code section 207.3 providing for authorization of dwelling units constructed without a building permit:

"San Francisco is experiencing a boom in development with over 6,000 units currently under construction and another 4,700 units permitted to start construction. Over 3,500 new units were added to the City's housing stock in the last two years, a steep increase from the 270 net new units built in 2011. This recent boom may well surpass the ten-year average of 2,245 net units built between 2001 and 2010. Rental prices in San Francisco rose almost 110%, over the last year. A recent report published by Trulia indicates that the median asking rents in recent listings varied by neighborhoods ranging up to \$3,300 per bedroom. Parallel with this steep rise in rents, eviction rates have soared. The Office of Budget and Legislative Analyst

published a report in October 2013, which indicated a 38.2% increase in all of evictions while Ellis Act evictions types increased by a dramatic 168%.

In his State of the City speech in early January 2014, Mayor Lee acknowledged a housing shortage and established a seven-point plan for housing. The City has been taking on many approaches to preserve existing affordable housing stock while developing more affordable housing. San Francisco's current housing crisis necessitates the City to diligently preserve housing affordable to low and middle income households.

Unauthorized units, more commonly known as illegal units, constitute an anecdotally large portion of San Francisco's housing stock. While the City does not maintain any database on these units, anecdotal references estimate a range between 30,000 to 50,000 of such units in San Francisco. Having been built without permits, many of these units may not comply with city code requirements.

Historically, once the City became aware of existence of such units, the life and safety hazard concerns required the owners to remove and demolish such units. Between 2000 and 2011, about 250 of such units have been removed. In response to the existing housing crisis and the need for preserving our existing housing stock, the City has recently changed its approach towards these units.

In his Executive Directive to all Departments, published on December 18, 2013, the Mayor called for establishing a discretionary review to ensure that property owners have made every effort to maintain a housing unit before removal of the unit. The proposed Ordinance would provide a new avenue for maintaining additional unauthorized units through the provisions offered under the State law."

Accordingly, the removal of Ms. Miller's unit, a habitable, affordable unit, as shown the attached photographs (Exhibit A) is an action diametrically opposed to recent policies enacted to mitigate the extreme and extraordinary circumstances of the housing crisis. Discretionary Review is more than justified in this case.

5. How does the project conflict with the City's General Plan or the Planning Code's Priority Policies or Residential Design Guidelines?

Planning Code section 101.1(b) articulates the priority policies to be considered in granting this request for Discretionary Review and they will be discussed in turn:

Planning Code section 101.1(b)(2): "That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods."

The project conflicts with this priority because it removes affordable, rent-controlled housing stock from the neighborhood and, at the very least, will destroy the economic diversity of the neighborhood.

Planning Code section 101.1(b)(3): "That the City's supply of affordable housing be preserved and enhanced."

Ms. Miller pays \$1,400 per month and has lived in the unit for almost eight years. (Exhibit B.) This affordable unit will be permanently lost if it is removed.

San Francisco Planning Code section 317(b)(10) states: " 'Removal' shall mean, with reference to a Residential Unit, its Conversion, Demolition, or Merger.

The building permit application is self-defined as an "Over counter permit to demolish that unwarranted rent unit incorporating cottage back into and with lower flat." (Exhibit D) Given the plain language of the permit, the property owner intends to both demolish the unit and incorporate (merge) it with the lower unit.

The removal/demolition of Ms. Miller's unit as requested in the permit application (Exhibit C) does not withstand Planning Commission scrutiny under the following subparts of Planning Code section 317(d)(3)(c):

When considering this demolition permit the Planning Commission is charged to consider:

"(i) whether the property is free of a history of serious, continuing Code violations;"

There are no active notices of violation on the unit.

"(ii) whether the housing has been maintained in a decent, safe, and sanitary condition;"

As demonstrated by the photographs (Exhibit A) the unit is clearly maintained in a decent, safe and sanitary manner.

"(v) whether the project converts rental housing to other forms of tenure or occupancy;"

According to the permit, the cottage would be "incorporated" with the lower unit. While the tenure would certainly change, it remains to be seen how the property owner intends to use the cottage and should be the subject of inquiry.

"(vi) whether the project removes rental units subject to the Rent Stabilization and Arbitration Ordinance or affordable housing;"

The project removes an affordable rent-controlled unit.

"(vii) whether the project conserves existing housing to preserve cultural and economic neighborhood diversity;

As stated above, the project will not conserve existing housing to preserve cultural and economic neighborhood diversity;

"(viii) whether the project conserves neighborhood character to preserve neighborhood cultural and economic diversity;"

As stated above, the project will not preserve economic diversity.

"(ix) whether the project protects the relative affordability of existing housing;"

As stated above, project will not protect the relative affordability of existing housing, but will instead remove an affordable unit.

In this case the project is also diametrically opposed to all of the Policy Priorities designed to preserve rent-controlled, affordable housing.

6. What alternatives or changes to the proposed project, beyond the changes (if any) already made would respond to the exceptional and extraordinary circumstances and reduce the adverse effects noted above?

Article I, section 26 of the San Francisco Business and Tax Regulations "vest[s] administrative authorities with very broad discretion to decide whether and on what conditions an applicant will be granted a permit. And if the application is for a building permit, the fact that the applicant's project complies with zoning ordinance and building codes does not restrict the scope of that discretion." (*Martin v. City and County of San Francisco* (2005) 135 Cal.App.4th 392, 400; accord, *Guinnane v. San Francisco City Planning Com.* (1989) 209 Cal.App.3d 732, 736 ["compliance with the zoning laws and building codes did not entitle [the applicant] to a building permit as a matter of course"].) Thus, the Commission has the discretion to reject a permit simply because a proposed residential development is "unsuitable for the indicated location." (*Guinnane, supra*, 209 Cal.App.3d at p. 736.)

"[I]t is well established that section 26 administrative discretion is not cabined by specific criteria that may be set forth in city codes or ordinances. Instead, that discretion is informed by public interest, encompassing anything impacting the public health, safety or general welfare." (*Martin, supra*, 135 Cal.App.4th at p. 407.)

There are no alternatives or changes to the proposed project that can respond to the exceptional and extraordinary circumstances as delineated above. Therefore Ms. Miller will request that Building Permit Application No. 201405075151 be denied.

However, the property owner can avail itself of the procedure outlined in Planning Code section 207.3 to legalize Ms. Miller's unit, thereby creating an additional, legal income stream for the property.

7. Conclusion

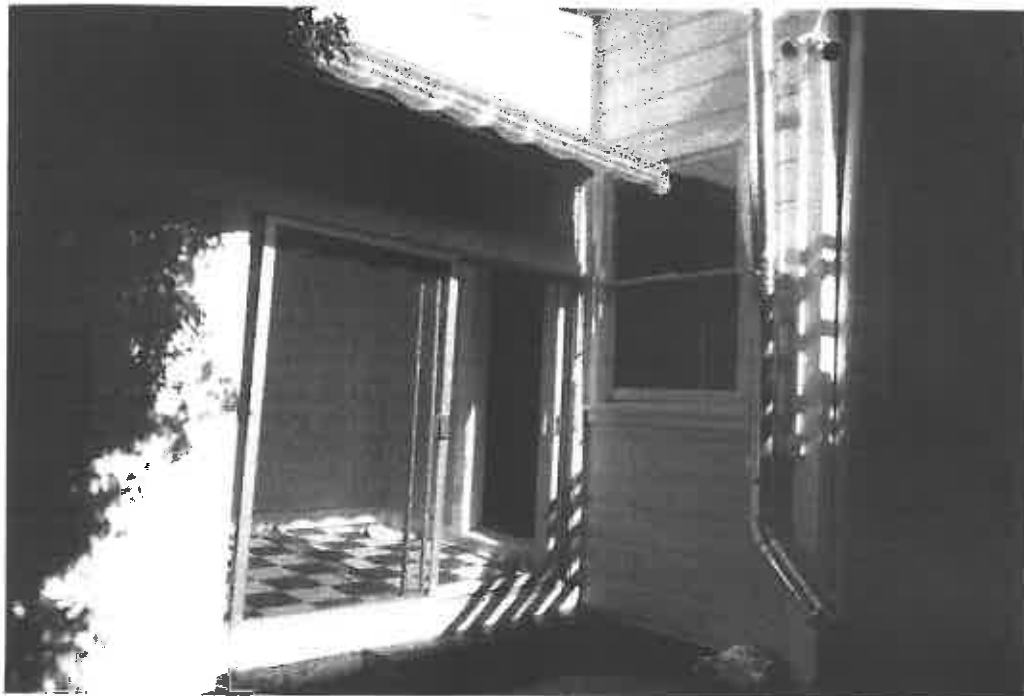
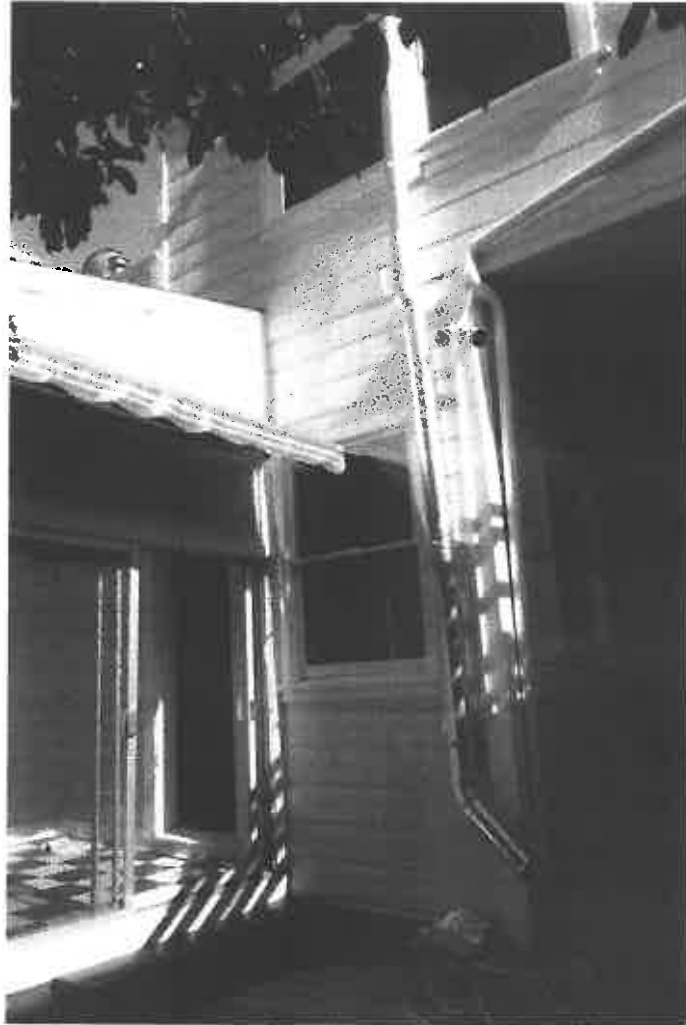
For all the reasons argued above, Applicant, Pamela Miller respectfully requests that the Planning grant her request for discretionary review and when review is completed to deny Building Permit Application No. 201405075151.

EXHIBIT A

3226-28 Cesar Chavez - View From Street



3826-28 Cesar Chavez - Back of Building



3828A Cesar Chavez Cottage - View From Building



3828A Cesar Chavez Cottage - Exterior



3828A Cesar Chavez Cottage - Interior



3828A Cesar Chavez Cottage - Interior



3828A Cesar Chavez Cottage - Interior



3828A Cesar Chavez Cottage - Interior



EXHIBIT B

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this SEP 23 day of SEPT. 2006 between HELA CAMPBELL (Name of Owner/Agent), whose address and phone number are 3828 CESAR CHAVEZ ST, SFO, CA, 94131-8219 and PAMELA (Resident).

THE PARTIES AGREE AS FOLLOWS:

1. RENTAL UNIT: Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at 3828 F CESAR CHAVEZ (if applicable) N/A (Street Address), SAN FRANCISCO, CA, 94131 (City) (Zip). RENT: Rent is due in advance on the 01 day of each and every month, at \$ 1400 per month, beginning on OCTO 1, 2006 (Date), payable at 3828 CESAR CHAVEZ ST (Address where payments should be delivered) N/A and N/A on the following days of the week: Monday Tuesday Wednesday Thursday Friday Saturday Sunday. Acceptable methods of payment: Personal Check Cash EFT/Credit (see Owner/Agent for details). If rent is paid after the 15th of the month, there will be a late charge of \$ 25.00.

2. SECURITY DEPOSIT: Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ 1250.00. Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including: (a) defaults in the payment of rent, (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or (d) to restore, replace, or return personal property or appearances, exclusive of ordinary wear and tear. No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident.

3. TERMS: The term of this Agreement is for 1 YEAR beginning on OCTO 06 and ending on OCTO 07 at which time this Lease shall terminate without further notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for "rental damages" equal to the current market value of the unit, divided by 30. Daily rental value is presumed using a 30-day month. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Owner/Agent accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Owner/Agent of a written 30-day Notice of Termination. The month-to-month tenancy created thereafter may be terminated by the Owner/Agent by service upon the Resident of a written 30-day notice of termination of tenancy if Resident has been in possession of the unit for less than one year, or the month-to-month tenancy may be terminated thereafter by the Owner/Agent after service upon the Resident of a written 60-day notice of termination of tenancy if Resident has been in possession of the unit for one year or longer.

4. OCCUPANTS: Premises shall be occupied only by the following named person(s): PAMELA MILLER (Name) Birthdate 7-12-65. N/A (Name) Birthdate N/A.

5. PROHIBITIONS: Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no water beds or liquid-filled furniture or GUESTS STAYING LONGER THAN 90 DAYS are allowed in or about the premises.

6. QUIET ENJOYMENT: Resident shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

7. REPAIRS AND ALTERATIONS: Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. Resident shall notify Owner/Agent in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting and wallpapering. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any negligence, loss, re-decoration or re-painting caused by Resident. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The notice shall include the name, address, and telephone number of any new telecommunication provider. Resident agrees to pay all costs resulting from the alterations and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

9. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
10. **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are noted for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident is is not (check one) responsible for the upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.
11. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except:

ALL UTILITIES INCLUDED

12. **WAIVER OF BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner of the unit with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions hereof shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.
13. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Rental Agreement, and shall indemnify Owner/Agent for liability arising prior to the termination of the Rental Agreement for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage, where this duty is imposed by law.
14. **ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling with whatever is required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
15. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an immediate breach of this Agreement and cause for immediate termination as provided herein and by law.
16. **BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by California Civil Code Section 1951.2 and 1951.4. Damages Owner/Agent "may recover" include the work at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental lost for the same period that the Resident proves could be reasonably avoided.
17. **SALE OF PROPERTY:** In the event of the sale or refinancing of the property, if Owner/Agent presents to Resident a "Resident's Certification of Terms - Escrow Certification," or other similar Escrow Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Lease Agreement is amended and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgment that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
18. **SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, malfunction or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
19. **NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 260A of the Penal Code. The data base is updated on a quarterly basis and a archive of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Caller must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
20. **ADDENDUMS:** By initiating as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Resident Policies & Rules | <input checked="" type="checkbox"/> Smoke Detector Agreement | _____ Conditions, Covenants & Restrictions |
| <input checked="" type="checkbox"/> Move-In/Move-Out Itemization | <input checked="" type="checkbox"/> Pet Agreement | _____ Other: _____ |
| <input checked="" type="checkbox"/> Pest Control Notice | <input checked="" type="checkbox"/> Asbestos Addendum | _____ Other: _____ |
| _____ Satellite Addendum | <input checked="" type="checkbox"/> Lead Disclosure Addendum | _____ Other: _____ |
| _____ Pool Rules | <input checked="" type="checkbox"/> Mold Addendum | _____ Other: _____ |
21. **ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties. Owner/Agent, nor an agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.
22. **CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
23. **ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:
- the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed _____, plus court costs.
- or each party shall be responsible for their own attorneys' fees and court costs.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Date 9-24-06

 Date _____

 Date 9/24/06

Annika J. Miller
 Resident

 Resident

 Owner/Agent

EXHIBIT C

Permits, Complaints and Boiler PTO Inquiry

COMPLAINT DATA SHEET

Complaint Number: 201315751
Owner/Agent: OWNER DATA SUPPRESSED
Owner's Phone: -
Contact Name: -
Contact Phone: -
Complainant: COMPLAINANT DATA SUPPRESSED
Date Filed: 08/05/2013
Location: 3828 CESAR CHAVEZ ST
Block: 6566
Lot: 011
Site: Unit A
Rating:
Occupancy Code: R-3
Received By: Bernedette Perez
Division: HIS
Complainant's Phone:
Complaint Source: TELEPHONE
Assigned to Division: HIS
Description: Possible illegal unit (cottage in the back).

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR ID	DISTRICT	PRIORITY
HIS	OLIVARES	6162	14

REFERRAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
08/05/13	ILLEG CNVRSN/# UNITS	HIS	Mungovan	TELEPHONE CALLS	Inspection 8/9/2013 @ 11a.
08/05/13	CASE OPENED	HIS	Mungovan	CASE RECEIVED	
08/09/13	ILLEG CNVRSN/# UNITS	HIS	Mungovan	PERMIT RESEARCH	Property's permit history has been requested.
08/09/13	ILLEG CNVRSN/# UNITS	HIS	Mungovan	INSPECTION OF PREMISES MADE	Inspector Steve Mungovan investigated the complaint at the rear cottage of the subject property and observed possible violations of the San Francisco Housing Code. Pertinent observations are as follows: What appears to be an original carriage house has been converted to a dwelling unit.
11/04/13	ILLEG CNVRSN/# UNITS	HIS	Mungovan	TELEPHONE CALLS	Left voice mail message with complainant regarding the properties permit history still being researched by the Records Management Dept.
03/28/14	ILLEG CNVRSN/# UNITS	HIS	Mungovan	CASE ABATED	
03/28/14	ILLEG CNVRSN/# UNITS	HIS	Mungovan	TELEPHONE CALLS	Discussed the complaint with the complainant who called back later in the day to request that the complaint be withdrawn. Case abated.

COMPLAINT ACTION BY DIVISION

NOV (HIS):

NOV (BID):

Inspector Contact Information

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

Technical Support for Online Services

If you need help or have a question about this service, please visit our [FAQ area](#).

EXHIBIT D

APPROVED
MAY 07 2014

COMP 2014 05 07 5151

RECEIVED
3/8
APPLICATION NUMBER
2014-05-07-5151
APPROVAL NUMBER

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS
CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION
APPLICANTS HEREBY MAKE TO THE DEPARTMENT OF
BUILDING INSPECTION OF SAN FRANCISCO FOR
REGISTRATION TO BUILD IN ACCORDANCE WITH THE PLANS
AND SPECIFICATIONS SUBMITTED HERewith AND
ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE
HEREINAFTER SET FORTH.

NUMBER OF PLAN SETS
3/1/14
3828 CERRA CHAVEZ ST 6566
200 DCP
DATE 5-7-14

INFORMATION TO BE FURNISHED BY ALL APPLICANTS
LEGAL DESCRIPTION OF EXISTING BUILDING
DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION
DISCONNECT AND REMOVE STOVE, FRIDGE AND SINK
SUPERSEDES PERMIT TO DEMOLISH THAT UNAUTHORIZED RENTAL UNIT
UNAUTHORIZED LARGE GAZEBO AND WORK LAUNDRY BUILT

REGULATORY NOTICES
NOTICE TO APPLICANT
I hereby give the following notice of the following regulations:

NOTICE TO APPLICANT
I hereby give the following notice of the following regulations:

EXHIBIT
'C'