

1
2 **NOTICE TO VACATE**

3 **[Permanent Removal from Housing Use]**

4 *To* **MICHAEL "GEORGE" HAWKINS**, an individual, and **ALL OTHER**
5 **TENANTS/SUBTENANTS/OCCUPANTS IN POSSESSION** (including all named and
6 unnamed occupants, both approved and unapproved, and other individuals claiming a right to
7 possession):

8 YOU ARE HEREBY NOTIFIED THAT the landlord and owner (hereinafter the
9 "Landlord") seeks to recover possession in good faith, without ulterior reasons, and with honest
10 intent in order to **permanently remove from housing use** the residential rental unit that you
11 occupy, located at and commonly known as the Basement Unit, 349-351 Church Street, City and
12 County of San Francisco, State of California 94114 (hereinafter the "premises"). The Landlord
13 **has obtained all of the necessary permits** on or before the date upon which this NOTICE TO
14 VACATE is given. The applicable permits were obtained on March 11, 2009 and can be viewed
15 at the Central Permit Bureau, 1660 Mission Street, San Francisco, CA 94103. The permits are
16 as follows: Electrical Permit, Permit No. E200903117511, Plumbing Permit, Permit No.
17 PP20090311783, and Building Permit No. 200903113826. A set of plans were also filed with
18 the Department of Building Inspection on March 11, 2009. A true and correct copy of the
19 permits and Job Card are attached hereto and incorporated herein.

20 PLEASE BE FURTHER ADVISED that any lease or rental agreement, and any
21 amendments thereto (hereinafter the "Lease Agreement"), upon which you hold possession of
22 the premises and all common areas, garage, and storage spaces associated therewith, shall
23 terminate at the end of the day on May 31, 2009 which is more than SIXTY (60) days after
24 service of this NOTICE TO VACATE is completed upon you.

25 PLEASE ALSO BE ADVISED that you must vacate the premises, including all common
26 area, parking and storage privileges associated with said property, and deliver possession of the
27 premises to WASSERMAN-STERN LAW OFFICES, attention: David P. Wasserman,
28 attorneys/agents for the Landlord, located at 2960 Van Ness Avenue, San Francisco, California
29 94109, tel.: 415/567-9600, who is authorized to receive the same, no later than the end of the
day on May 31, 2009 which is more than SIXTY (60) days after service of this NOTICE TO
VACATE is completed upon you, or legal proceedings will be instituted against you to recover
possession of the premises, to declare the forfeiture of the Lease Agreement and leasehold under

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1 which you occupy the premises, and to recover rents and damages together with court costs as
2 allowed by law.

3 Advice regarding this NOTICE is available from the San Francisco Residential Rent
4 Stabilization and Arbitration Board located at 25 Van Ness Avenue, Suite 320, San Francisco,
5 California 94102. The Rent Board's telephone number is (415) 252-4600.

6 The Landlord and this NOTICE comply with the San Francisco Administrative Code
7 (also known as the Rent Ordinance), Section 37.9(a) subsection 10, enacted in 1979, and
8 amended thereafter, in that: "The landlord seeks to recover possession in good faith in order to
9 demolish or otherwise permanently remove the rental unit from housing use and has obtained all
10 the necessary permits on or before the date upon which notice to vacate is given, and does so
11 without ulterior reasons and with honest intent... ."

12 This NOTICE is being served pursuant to Rent Ordinance section 37.9(a)(10) and
13 California Civil Code sections 1946 and 1946.1.

14 Under the Rent Ordinance, you are entitled to relocation payments. Specifically, Section
15 37.9C of the Rent Ordinance provides as follows:

16 "(a) Definitions.

17 (1) Covered No-Fault Eviction Notice. For purposes of this section 37.9C, a
18 Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8),
19 (10), (11), or (12).

20 (2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall
21 mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for
22 12 or more months.

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

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

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

8 (c) Relocation expenses shall be:

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

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

28 (3) Commencing March 1, 2007, these relocation expenses, including the
29 maximum relocation expenses per unit, shall increase annually, rounded to the
nearest dollar, at the rate of increase in the 'rent of primary residence'
expenditure category of the Consumer Price Index (CPI) for All Urban
Consumers in the San Francisco-Oakland-San Jose Region for the preceding

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1 calendar year, as that data is made available by the United States Department
2 of Labor and published by the [Rent] Board.

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

5 Effective March 1, 2009, relocation payments were increased to the following amounts:
6 \$4,941.00 per Eligible Tenant with a cap of \$14,825.00 per unit, with an additional \$3,295.00 for
7 each elderly (60 years or older) or disabled (per California Government Code section 12955.3)
8 tenant or each household with at least one child under the age of 18 years.

9 Please be advised that the Landlord believes there to be one Eligible Tenant in the
10 premises: Michael “George” Hawkins. Enclosed herewith is a check made payable to “Michael
11 Hawkins” for \$4,941 to satisfy the Landlord’s obligation to pay relocation assistance. The
12 Landlord believes that this Eligible Tenant is only entitled to a total payment of \$4,941.00.

13 If you believe that you are entitled to relocation payments or a payment in a different
14 amount, please contact the undersigned attorney, who is the agent for the Landlord, at the contact
15 information set forth below.

16 **WITH REGARD TO YOUR SECURITY DEPOSIT, PLEASE NOTE AS FOLLOWS:**

17 You have the option to request an initial inspection with the Landlord before you vacate,
18 and you have the right to be present at this inspection. The purpose of this inspection is to allow
19 you an opportunity to remedy identified deficiencies in order to avoid deductions from the
20 security deposit. If requested by you, the Landlord shall make an initial inspection of the
21 premises at a reasonable time, but no earlier than two weeks before the termination of the
22 tenancy. If you request an inspection, the parties shall attempt to schedule the inspection at a
23 mutually agreeable date and time. If a mutual time is agreed upon for the inspection, the
24 Landlord shall give at least 48 hours prior written notice to you of the date and time of the
25 inspection. If a mutually agreeable time cannot be scheduled, the Landlord must give at least 48
26 hours written notice to you of the date and time for the inspection. You need not be present
27 during the time of the inspection. You and the Landlord may agree to forgo the 48-hour prior
28 notice by both signing a written waiver. The Landlord shall proceed with the inspection whether
29 you are present or not, unless you withdraw your request for the inspection. Based on the
inspection, the Landlord must give you an itemized statement specifying repairs or cleaning that
are proposed to be the basis of any legally permissible deduction from the security deposit. The
itemized statement must include the actual text of specified sections of the security deposit law.

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1 The statement must be provided to you, if you are present for the inspection, or must be left by
2 the Landlord inside the premises if you are not present. You shall then have the opportunity
3 during the period following the initial inspection until termination of the tenancy to remedy
4 identified deficiencies, in a manner consistent with the rental agreement, in order to avoid
5 deductions from the security deposit. The Landlord has the right to use the security deposit for
6 deductions itemized in the statement that are not corrected by you, so long as the deductions are
7 allowed by law. The Landlord is allowed to use the security deposit for (1) the default in the
8 payment of rent; (2) the repair of damage to the premises, exclusive of ordinary wear and tear,
9 caused by you or your guests; (3) the cleaning of the premises in order to bring this unit to the
10 same level of cleanliness it was in at the inception of the tenancy; (4) the failure of you to
11 restore, replace or return personal property or appurtenances; (5) damage to the premises that
12 occurred between completion of the initial inspection and termination of the tenancy; and (6)
13 damage to the premises that was not identified by the Landlord during the initial inspection due
14 to the presence of your possessions. (Please note that the Landlord does not have a record of any
15 security deposit for this tenancy.)

16 YOU may respond to this NOTICE by contacting the undersigned, who is the attorney
17 and authorized agent for the Landlord.

18 This NOTICE supersedes all prior notices to vacate previously served on you.

19 Dated: March 13, 2009

20 By: 

21 DAVID P. WASSERMAN, Esq.,
22 Attorneys and agents for the Landlord,
23 

24 Address/telephone number of attorneys/agents:

25 **WASSERMAN-STERN LAW OFFICES**

26 Attn.: DAVID P. WASSERMAN, Esq.

27 2960 Van Ness Avenue

28 San Francisco, CA 94109

29 Tel.: 415.567.9600

Fax.: 415.567.9696

dwasserman@wassermanstern.com

A copy of this NOTICE has been filed with the San Francisco Residential Rent Stabilization and
Arbitration Board.

Enclosed permits/job card attached as noted herein.

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