

***Regular Meeting of the
Abatement Appeals Board
July 16, 2025***

***Appellant Statement
Exhibit A***

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0216025925
APN: Lot 012 Block 6210
Situs: 338 Teddy Avenue

When Recorded Mail Document and Tax Statements to:

Connie Man Lai Wong
PO Box 401028
San Francisco, CA 94140

20189K60173400003

San Francisco Assessor-Recorder

Carmen Chu, Assessor-Recorder

DOC 2018-K601734-00

Acct 9001-Old Republic Title Company- SF, CA

Tuesday, APR 17, 2018 09:11:17

Ttl Pd \$5,062.00 Nbr-0005789964

oJl/RE/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

Exempt from fee per GC27388.1; document is subject to the imposition of documentary transfer tax

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$5,032.00

(X) computed on full value of property conveyed, or

() computed on full value less of liens and encumbrances remaining at time of sale.

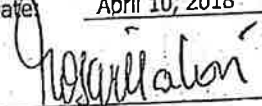
() Unincorporated area: (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Rose M. Villalon, an unmarried woman

hereby GRANT(S) to
Connie Man Lai Wong, an unmarried woman

that property in City of San Francisco, San Francisco County, State of California, described as:
* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Date: April 10, 2018


Rose M. Villalon

Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE



A2

Report of Residential Building Record (3R)
(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building 338 TEDDY AV

Block 6210

Lot 012

Other Addresses

1. A. Present authorized Occupancy or use: ONE FAMILY DWELLING

B. Is this building classified as a residential condominium? Yes No ✓

C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓

2. Zoning district in which located: RH-1 3. Building Code Occupancy Classification: R-3

4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ✓
If Yes, what date? The zoning for this property may have changed. Call Planning Department, (415) 558-6377, for the current status.

5. Building Construction Date (Completed Date): 1944

6. Original Occupancy or Use: ONE FAMILY DWELLING

7. Construction, conversion or alteration permits issued, if any:

Application #	Permit #	Issue Date	Type of Work Done	Status
73747	70237	Dec 06, 1943	NEW CONSTRUCTION	C
202388	181272	Sep 19, 1957	TERMITE CONTROL	C
7910671	454487	Nov 07, 1979	SIMULATED BRICK VENEER FOR LOWER PART OF FRONT FOR DECORATIVE PURPOSES. NO STRUCTURAL CHANGES	C

8. A. Is there an active Franchise Tax Board Referral on file?

Yes No ✓

B. Is this property currently under abatement proceedings for code violations?

Yes ✓ No

9. Number of residential structures on property? 1

10. A. Has an energy inspection been completed? Yes No ✓ B. If yes, has a proof of compliance been issued? Yes No ✓

11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ✓

B. If yes, has the required upgrade work been completed? Yes No

3 pages

Date of Issuance: 04 APR 2018

Date of Expiration: 04 APR 2019

By: SUZANNA WONG

Report No: 201803293616

Patty Herrera, Manager
Records Management Division

Buyer: _____
Seller: *[Signature]*

Records Management Division
1660 Mission Street - San Francisco CA 94103
Office (415) 558-6080 - FAX (415) 558-6402 - www.sfdbi.org

Exhibit A3 – Statement of Intent at Time of Purchase

When I purchased the property in April 2018, I was fully aware that the basement was being occupied by two individuals. However, I intended to return the house to its former legal and functional use as a single-family residence. My reasoning was based on practicality: the upstairs space becomes extremely hot in the summer due to southwest exposure, while the basement is cold and damp in the winter. In my view, the property was not well-suited for two separate households.

BUYOUT AGREEMENT

This Buyout Agreement ("Agreement") is entered into between the following parties: Connie M. Wong, ("Owner"), owner of the subject premises, 338 Teddy Avenue, San Francisco, CA 94134 APN Block/Lot 6210/012 ("Premises") on the one hand, and Virgil Emperador and Maribel Rodriguez-Cabrera ("Tenants") on the other hand. Owner and Tenants are collectively referred to as the "Parties". The Parties have agreed that Tenants shall voluntarily surrender possession of the Premises, namely 338 Teddy Avenue, San Francisco, CA 94134, for consideration, and the Parties shall mutually waive and release all claims against each other, on the terms as set forth below.

1. **Buyout Disclosures Provided:** Tenants have been provided with Tenant Disclosures Required by Rent Ordinance Section 37.9E on February 5, 2021, and Tenants acknowledge receipt, and execution, of those Tenant Disclosures as of that date. After having reviewed and executed those Tenant Disclosures, Tenants wish to voluntarily surrender possession of the Premises for the terms contained in this Agreement.
2. **Vacating the Premises:** Tenants shall vacate the Premises on or before 5:00 p.m. on June 1, 2021 ("Vacate Date"). "Vacate" means that Tenants have actually and completely vacated the Premises and Tenants have given the keys to Owner and have signed a Notice of Surrender of Possession, attached as Exhibit A. It shall be Tenants' obligation pursuant to this Agreement to deliver the attached Exhibit A executed by all Tenants identified on that Notice of Surrender of Possession. (VE)____ (MRC)_____
3. **Payment to Tenants:** In consideration of Tenants surrendering possession of the Premises on or before the Vacate Date, Owner shall provide Tenants with the total and combined amount of \$30,000. Tenants shall be paid \$15,000 upon execution of this Agreement and Tenants shall be paid \$15,000 upon surrendering possession and providing a fully executed copy of the Notice of Surrender of Tenancy, executed by all named persons, and turning over the keys to the Premises on or before the Vacate Date. All payments shall be made by check payable to "Virgil Emperador and Maribel Rodriguez-Cabrera". It shall be Tenants' duty to provide Owner with a fully completed W-9 as a prerequisite to receiving any funds described herein. (VE)____ (MRC)_____
4. **Return of Payment:** Tenants acknowledges and agree that in the event Tenants elect to rescind this Agreement pursuant to Section 37.9E of the Rent Ordinance and Paragraph 19 of this Agreement, Tenants may not be permitted to keep any money paid in consideration of the voluntarily surrendering possession of the Premises, Tenants must promptly return any and all funds paid pursuant to this Agreement to Owner, and Tenants remain liable for return of those funds. Additionally, Tenants acknowledge and agree that the failure to vacate pursuant to this Agreement, and surrender possession by the Vacate Date, shall be deemed a material breach of this Agreement and Tenants are liable to promptly return to Owner the entire amount of all funds paid pursuant to Paragraph 3 of this Agreement. Tenants represent they have independently agreed to execute the attached Change in Terms of Tenancy addressing the return of monies paid in the event of rescission or breach, and the failure to return such funds shall serve as grounds for eviction. Tenants further represent that the attached Change in Terms of Tenancy has been agreed to, and is being executed, independently from this Agreement. (VE)____ (MRC)_____

5. **Termination of Tenancy Non-Rescindable:** Except for as provide in Paragraph 19 below, this Agreement serves as Tenants' non-rescindable notice of termination of tenancy which Owner, by way of this Agreement, accepts and acknowledges. Should Tenants fail to timely vacate the Premise by the Vacate Date, Tenants understand and acknowledge that Owner may immediately bring a lawsuit to summarily recover possession of the Premises. (VE)_____ (MRC)_____
6. **Rental Allowance:** As additional consideration for the terms contained in this Agreement, Tenants shall be provided a three-month rent allowance/credit for the months of March 2021 through May 2021 in the monthly amount of \$2,023 per month (totaling \$6,069). Nothing in this Agreement shall waive Owner's right to collect all rent due and rental allowances provided in the event Tenants fail to vacate by the Vacate Date or rescind this Agreement pursuant to Paragraph 19.
7. **Security Deposit and Letter of Reference:** The Parties acknowledge that Owner does not have any security deposit held on account on behalf of either Tenants. Owner agrees to provide Tenants with an executed copy of the attached Letter of Reference upon execution of this Agreement. (VE)_____ (MRC)_____
8. **Mandatory Disclosures:** NOTICE IS HEREBY GIVEN that pursuant to California Civil Code, Section 1950.5(f), you have a right to demand an initial inspection of your premises as follows: "Within a reasonable time after notification of either party's intention to terminate the tenancy, or before the end of the lease term, the landlord shall notify the tenant in writing of his or her option to request an initial inspection and of his or her right to be present at the inspection. At a reasonable time, but no earlier than two weeks before the termination or the end of lease date, the landlord, or an agent of the landlord, shall, upon the request of the tenant, make an initial inspection of the premises prior to any final inspection the landlord makes after the tenant has vacated the premises. The purpose of the initial inspection shall be to allow the tenant an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security. If a tenant chooses not to request an initial inspection, the duties of the landlord under this subdivision are discharged. If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time. The landlord shall give at least 48 hours prior written notice of the date and time of the inspection if either a mutual time is agreed upon, or if a mutually agreed time cannot be scheduled but the tenant still wishes an inspection. The tenant and landlord may agree to forgo the 48-hour prior written notice by both signing a written waiver. The landlord shall proceed with the inspection whether the tenant is present or not, unless the tenant previously withdrew his or her request for the inspection."

YOU ARE FURTHER NOTIFIED that "State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

9. **Non-Assignment:** The Parties represent and warrant that they have not sold, assigned, transferred, encumbered, conveyed or otherwise disposed of the claims that are released in this Agreement. Tenants agree not to assign this Agreement nor attempt to assign or sublet any right of occupancy or the whole or any portion of the Premises to any person, the violation of which obligation shall be deemed a material breach of this Agreement. Initials: (VE)_____ (MRC)_____
10. **Personal Property and Utilities:** Tenants agrees to remove, upon vacating the Premises, all personal property and other things from the Premises belonging to Tenants, and not commit waste, or any damage to the Premises (beyond normal wear and tear), and to return the Premises to Owner in "broom clean" condition and free of all personal property, debris, and garbage in all parts of the Premises; and as to the personal property and things left at the Premises, Tenants agree that all of such property and things have a value of less than \$700. and Tenants specifically waive any statutory requirement that Owner store such property and things, or notify Tenants of any right to reclaim such property and things, and Owner may dispose of such property and things as Owner sees fit. However, Tenants shall be liable for any costs of removal of any property and things left behind. Tenants further agree to pay any outstanding utility bills for the Premises through the date Tenants vacate which are Tenants' responsibility. Initials: (VE)_____ (MRC)_____
11. **Indemnification for Other Tenants' Claims:** Tenants agree to indemnify and hold harmless Owner from and against any and all claims regarding the Premises, including without limitation all claims for court costs and attorneys' fees, asserted against Owner, individually or collectively, by any person or entity who contends to have any form of bona fide tenancy or possessory interest in any portion of the Premises, or any other claim for damages or other injury related thereto, that was acquired at any time prior to the transfer of possession thereof to Owner described herein. Tenants shall not permit any other person to reside upon or occupy the Premises, and the violation of which obligation shall be deemed a material breach of this Agreement.
12. **Tenants' Waiver and Release:** Upon Owner's performance of her obligations under this Agreement, Tenants release and forever discharge Owner and her predecessors, employees, agents, property manager, including, attorneys, parent, subsidiaries and affiliated entities, members, managers, contractors, officers, successors, assigns, heirs and personal representatives, partners, trustees, co-trustees, and co-owners from any and all claims, liens, demands, causes of action, obligations, defenses, damages, expenses and liabilities of any kind whatsoever, whether at this time suspected, known or unknown, that Tenants have had in the past or now has against Owner relating to the tenancy at the Premises.
13. **Owner's Waiver and Release:** Upon Tenants' performance of their obligations under this Agreement, Owner releases and forever discharge Tenants and their successors, assigns, heirs and personal representatives, partners, trustees, co-trustees, from any and all claims, liens, demands, causes of action, obligations, defenses, damages, expenses and liabilities related to the Premises, whether at this time suspected, known or unknown, that Owner has had in the past or now have against Tenants. This release notwithstanding, Owner shall reserve the right to bring an appropriate action or proceeding against Tenants for any malicious damage or waste at the Premises.

14. **Section 1542 Waiver:** The Parties understand that if any facts concerning the claims released by this Agreement should be found hereafter to be other than or different from the facts now believed to be true, the parties expressly accept and assume the risk of such possible difference in facts and agree that the releases given herein will remain effective. Therefore, the parties waive any rights or benefits provided by § 1542 of the Civil Code, which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The releases in this Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns, heirs and personal representatives.

15. **Enforcement:** In the event either party fails to perform any of their obligations under this Agreement, then the non-defaulting party may file suit to enforce the terms of this Agreement in addition to any other remedies available under this Agreement or at law.
16. **Execution:** The Parties may execute this Agreement and the attached exhibit in two or more counterparts; each counterpart shall be deemed a binding agreement, as if a single original instrument, as against any party who has signed it; signatures transmitted by facsimile or e-mail shall be deemed original signatures.
17. **Entire Agreement:** The Parties represent and warrant that no promise, inducement or agreement not expressed herein has been made in connection with this Agreement and that this Agreement constitutes the entire agreement between the Parties. It is expressly understood and agreed that this Agreement may not be amended, altered, modified or otherwise changed in any respect whatsoever, except by a writing duly executed by each party to this Agreement and expressly stating that it is an amendment to this Agreement. Definitions are to be used only for purposes of interpreting this Agreement. Before signing this Agreement, Tenants acknowledge they have had an opportunity to seek the advice of an attorney, and that they now have entered into this Agreement freely and voluntarily. The language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against any party simply because one party was the drafter thereof.
18. **Time is of Essence:** Time is of the essence with respect to provisions contained in this Agreement.

19. **San Francisco Rent Ordinance §37.9E Requirements for Buyout Agreements:**

You, the tenant, have a right not to enter into a buyout agreement.

Tenant Virgil Emperador Initials: _____

You, the tenant, have a right not to enter into a buyout agreement.

Tenant Maribel Rodriguez-Cabrera Initials: _____

You, the tenant, may choose to consult with an attorney and/or a tenants' rights organization before signing this agreement. You can find a list of tenants' rights organizations on the rent board's website – www.sfrb.org.

Tenant Virgil Emperador Initials: _____

You, the tenant, may choose to consult with an attorney and/or a tenants' rights organization before signing this agreement. You can find a list of tenants' rights organizations on the rent board's website – www.sfrb.org.

Tenant Maribel Rodriguez-Cabrera Initials: _____

The rent board has created a publicly available, searchable database that may include information about other buyout agreements in your neighborhood. You can search this database at the Rent Board's office at 25 Van Ness Avenue, Suite 320.

Tenant Virgil Emperador Initials: _____

The rent board has created a publicly available, searchable database that may include information about other buyout agreements in your neighborhood. You can search this database at the Rent Board's office at 25 Van Ness Avenue, Suite 320.

Tenant Maribel Rodriguez-Cabrera Initials: _____

Under section 1396(e)(4) of San Francisco's Subdivision Code, a property owner may not convert a building into a condominium where: (A) a senior, disabled, or catastrophically ill tenant has vacated a unit under a buyout agreement after October 31, 2014, or (b) two or more tenants who are not senior, disabled, or catastrophically ill have vacated units under buyout agreements, if the agreements were entered after October 31, 2014 and within the ten years prior to the condominium conversion application. A 'senior' is a person who is 60 years or older and has been residing in the unit for ten years or more at the time of Buyout Agreement; a 'disabled' tenant is a person who is disabled under the Americans With Disabilities Act (Title 42 United States Code Section 12102) and has been residing in the unit for ten years or more at the time of Buyout Agreement; and a 'catastrophically ill' tenant is a person who is disabled under the Americans with Disabilities Act (Title 42 United States Code Section 12102) and who is suffering from a life threatening illness and has been residing in the unit for five years or more at the time of Buyout Agreement.

Tenant Virgil Emperador Initials: Do you believe that you are senior, disabled, or catastrophically ill as those terms are defined above?

Yes _____ No _____ I don't know _____ I prefer not say _____. Tenant Initials _____

Tenant Maribel Rodriguez-Cabrera Initials: Do you believe that you are senior, disabled, or catastrophically ill as those terms are defined above?

Yes ____ No ____ I don't know ____ I prefer not say ____ . Tenant Initials ____

You, the tenant, may cancel this agreement at any time on or before the 45th day after all parties have signed this agreement. To cancel this agreement, mail or deliver a signed and dated notice stating that you, the tenant, are cancelling this agreement, or words of similar effect. The notice shall be sent to: Mark B. Chernev at Zacks & Freedman PC, 235 Montgomery Street, Suite 400, San Francisco, CA 94104. If you do not cancel this agreement by the 45th day after all parties have signed the agreement, the landlord will be required to file a copy of the agreement with the Rent Board no later than the 59th day after all parties have signed the agreement. If the landlord does not file the agreement by the 59th day, you may file a copy, and you shall also have the option to void any language in the agreement in which you have waived your rights or released claims. Any provision of this agreement that purports to limit, restrict, or prevent you from filing a copy and/or exercising these options if the landlord has not filed by the 59th day, shall be void and unenforceable.

Tenant Virgil Emperador Initials: _____

Tenant Maribel Rodriguez-Cabrera Initials: _____

Agreed to and Executed:

Virgil Emperador, Tenant

DATE: _____

Maribel Rodriguez-Cabrera, Tenant

DATE: _____

Connie M. Wong, Owner

DATE: MARCH 1, 2021

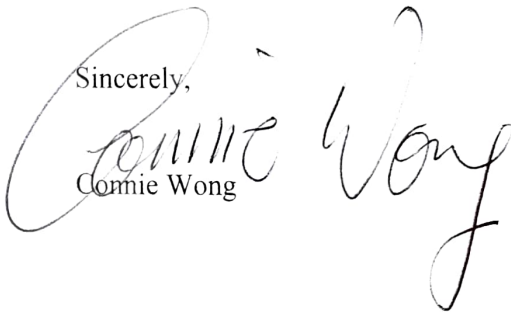
March __, 2021

**RE: TENANCY OF VIRGIL EMPERADOR AND MARIBEL RODRIGUEZ-CABRERA
338 TEDDY AVENUE, SAN FRANCISCO, CA**

To Whom It May Concern:

Virgil Emperador and Maribel Rodriguez-Cabrera have been residential tenants of mine since approximately May 2018 through today in the property I own located at 338 Teddy Avenue, San Francisco CA. Virgil Emperador and Maribel Rodriguez-Cabrera paid their rent on time from May 2018 through the present. Please rely on this written letter of reference on their behalf.

Sincerely,


Connie Wong