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Executive Director

**MINUTES OF THE REGULAR MEETING OF
THE SAN FRANCISCO RESIDENTIAL RENT
STABILIZATION & ARBITRATION BOARD**

Tuesday, July 14, 2026
at 6:00 p.m.
25 Van Ness Avenue, Room 610
San Francisco, CA 94102

I. Call to Order

President Gruber called the meeting to order at 6:03 p.m.

II. Reading of Ramaytush Ohlone Land Acknowledgment

Commissioner Qian read the Ramaytush Ohlone Land Acknowledgement.

III. Roll Call

Commissioners Present: Gruber; Haley; Hung; Mosbrucker; Qian; Shah;
Wasserman.

Commissioners Arriving Late: Shah, 6:06 p.m.

Commissioners Not Present: Crow; Klein.

Staff Present: Katayama; Koomas; Texidor; Van Spronsen; Varner.

IV. Remarks from the Public

- A. Emin Israfil, a tenant at 2632 Larkin Street, Unit 6 (AT260032), said that he is appealing the ALJ's finding that he is a subtenant and not a co-tenant. Specifically, he asked the Board to reconsider how the "tenancy by conduct standard" was applied in

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his case. He said that the ALJ treated his years of communication with the landlord as ordinary repair coordination undertaken while the leaseholders were unavailable or out of town, however this didn't take into consideration the scale of his involvement. He said that it was at least half a decade in which the landlord and his team relied on the tenant for massive construction projects inside and outside the unit for at least half a decade. He said that the contractor and managers regularly reached out to him, the co-tenant, or both of them to coordinate the work. He said that he spent substantial time resolving issues over nearly 10 years of occupancy and became a vital resource upon whom the landlord relied. He said that the Decision found that his co-tenant had been unavailable to report and coordinate repairs since 2021, but the record does not actually support that finding. He said that he submitted hundreds of communications showing that his co-tenant, himself, and the landlord's team were coordinating repairs together, including one from 2023. He said the co-tenant was not independently coordinating repairs and that the landlord was communicating with and relying on both tenants. He said that as a small business owner, if he treats an individual as an employee and they have every reason to believe that they are an employee, the IRS will classify them as an employee and give them protections as an employee, and the same kind of principle should apply here. He said that the landlord stopped treating him as a tenant only after his requests for repairs started costing more money and he exercised his rights by attending Rent Board hearings regarding his building. He said that after his participation in those proceedings, the landlord increased his rent multiple times in less than a year in retaliation.

- B. Christian Giannini, the tenant at 77 Miguel Street, Unit C (AT260026), said that he was threatened by a mentally unstable tenant with a knife who maintained access to the building for eight months despite their dangerous behavior. He said that he and the tenant in Unit B were incredibly scared and have attempted to work with their landlords to come up with a solution. He said that the landlord suggested that he reach out to the Rent Board and after a failed mediation, the ALJ determined that the landlords' actions were reasonable and sufficient. He said that the landlords' actions were not reasonable because they initially asked him to work things out with the tenant, despite his concerns for his safety, and later suggested that he move out. He said that for eight months he and the tenant in Unit B were afraid to leave their apartments for fear that the other tenant was in the hallway and had to cancel plans as a result. He said that he didn't think it was fair or reasonable for a fellow tenant to threaten others with a knife in the hallway and think that everything is fine. He said that the appeal outlined every instance that the landlords failed to act reasonably. For instance, he said that in both the Unlawful Detainer action and Rent Board hearing, the landlords stated that the eviction was about nonpayment of rent and they were not concerned with the health and safety of the other tenants.
- C. Sherry Tiao, the tenant at 77 Miguel Street, Unit B (AT260026), said that she jointly filed the appeal with the tenant in Unit C. She said that another issue she wanted to highlight is the extent to which her quiet enjoyment of the premises was affected. She said that she was extremely frightened to be in her own home due to not knowing whether the other tenant was going to be there banging on walls, doors, or yelling with a knife. She said that she also had to cancel plans because she did not want anyone coming over to risk their life. She said that the landlords' response was to tell her to file

a complaint with the Rent Board, which she characterizes as demonstrating a profound lack of concern. She said that the landlords seem to think that it was the tenants' responsibility to know how to resolve the issue. She said it took about eight months to evict the other tenant even though he had not paid rent for multiple months. She said that the landlords only acted after the mediation at the Rent Board.

- D. Mark Chernev, the landlord at 3358 – 21st Street, Front Unit (AT260030), said that he supports the ALJ's Decision. He said that he was present at the hearing, and that both the hearing and the Decision were thorough. He said that it is the appellant's burden to show that the Decision was contrary to the evidence, the Board's guidelines, or was improper in any way, but there is nothing in the Decision itself that shows it is facially defective. He said that there is nothing new raised in the appellant's submissions on appeal that were not already addressed by the ALJ. He said that the only evidence cited regarding her alleged status as an authorized subtenant was a notation in the memo line of a Covid rent relief check and there was no other evidence presented to support that she was a known subtenant. He said that there are two units at issue here and that he did not dispute the appellant's right to both units. He also said that he would dispute the tenant's claim of hardship because she could theoretically surrender one of the units if she chose to do so. He concluded by asking the Board to affirm the ALJ's Decision.
- E. Ahmad Abbassy, the tenant at 1905 Divisadero Street, said that although the case already went through a hearing, he forgot to submit certain documents. He said that he communicated with the landlord regarding the repairs in bathroom, but the landlord claimed to not have known that he was a co-tenant since 2023 even though his roommate told the landlord in front of him that he would be in the unit when the windows were replaced in the fall of 2023. He said the unit address is on his ID, and that the landlord has completed repairs that he requested, indicating that there is a direct landlord-tenant relationship. He said that if the landlord really wanted him to reside in the unit, he would have accepted the rent and worked out a deal, but instead he hired lawyers to communicate with the tenant. He said that the landlord does not want him in unit so that he can raise the rent. He said that it wasn't fair that the landlord previously accepted several rent checks and is now pushing him away. He said that the landlord has not communicated with him about any proposed rent increase or accepted any of his checks, which he believes is intended to prevent him from being considered a co-tenant.
- F. Brian Oborn, a tenant at 122 Forestview Drive (AT250025), said that the subject property should be considered a multiple dwelling. He said that the property has a fixed kitchenette and downstairs unit, as well as a living room and two other rooms. He said that at one point there were more than five unrelated individuals lived at the unit, and according to the City's building code, a residence occupied by four or five people should be classified as a boarding house, which falls under Rent Board jurisdiction. He said that there was no rental agreement between the main leaseholder and Laurel Realty and that they just assumed the original lease, which did not allow subtenants without the landlord's prior written consent, but that there is no current lease.

G. Christian Cho, a tenant at 1651 Market Street, said that the building in which he lives is managed by GreenTree Property Management Company (GreenTree) and owned by Pacific Coast Capital Partners (PCCP). He said that he believes corporate landlords weaponize administrative semantics to systematically bypass San Francisco's Rent Ordinance and tenants' right to organize. He said that following recent building-wide maintenance issues including a prolonged elevator outage, the tenants in the building formed a union to collectively address the decreases in housing services. He said that instead of negotiating in good faith, the Green Tree and PCCP initiated legal intimidation by first claiming that the tenants had waived their rights to any rent reductions for substantial decreases in housing services when they signed the lease, which he said was in direct violation of Section 37.9(e) and second, by actively interfering with their right to organize. He said that when the tenants emailed GreenTree and PCCP collectively, they demanded the names of individual organizers, the number of participating residents, and details of the association's formation before they would communicate. He said that GreenTree and PCCP are also playing procedural games as they only took the tenants seriously when the tenants gave them a deadline to respond, and then, within a 17-minute window, they received four identical responses across separate email threads, which he characterized as legal brush-offs. He urged the Board to pay close attention to any upcoming petitions where GreenTree, PCCP, or their historical affiliate Veritas are named as respondents. He said that Veritas is notorious in San Francisco for using these exact tactics to exhaust rent-controlled tenants. He said that the 50% threshold in Chapter 49A is strictly for triggering mandatory quarterly meetings and the tenants' right to organize and exist as an association and to communicate collectively is protected under Chapter 49A.3 regardless of how many units are represented. He requested that the Commissioners issue clear public-facing guidance clarifying that tenant associations have protected collective communication rights, and that landlords cannot refuse to correspond with a collective inbox under the guise of "non-certification."

H. A representative for Chuk Kwan, the landlord at 2632 Larkin Street, Unit 6 (AT260032), said that he agreed with the ALJ's finding that there was no landlord consent that established a direct landlord-tenant relationship with the tenant. He said that the ALJ thoroughly reviewed the evidence and properly found that the tenant is a subtenant.

V. Approval of the Minutes

MSC: To approve the amended minutes of April 14, 2026.
(Mosbrucker/Wasserman: 8-0)

MSC: To approve the minutes of June 9, 2026.
(Wasserman/Qian: 6-0, Hung and Tom abstaining)

VI. Consideration of Appeals

A. 160 Eddy Street, Unit 423

AT260023

The tenant appeals the administrative dismissal of her claim for decreased housing services. The ALJ administratively dismissed the tenant's claim with prejudice because the rental unit is exempt from the Rent Ordinance under Section 37.2(r)(4) as the tenant's rent is regulated by other government agencies. On appeal, the tenant alleges that she was denied due process because the ALJ engaged in ex parte communications with the landlord and misinterpreted the Rent Ordinance, and that the landlord is evicting her because she reported biohazards to the City Controller.

MSC: To deny the appeal.
(Wasserman/Mosbrucker: 5-0)

B. 250 Silver Avenue

AL260027

The landlord submitted the appeal 28 days late because she thought that her May 1, 2026 submission was timely and complete but later discovered that it was missing the required Appeal Form 556.

MSC: To find good cause for the late filing of the appeal.
(Wasserman/Mosbrucker: 5-0)

The landlord untimely appeals the decision granting in part the tenant's claims for decreased housing services. In the decision, the ALJ found the landlord liable to the tenant for rent reductions totaling \$2,662.50 for a sewage leak from September 18, 2024 through May 7, 2025 and lack of heat from December 18, 2023 through May 6, 2025, but denied the tenant's other claims. On appeal, the landlord claims that the tenant made inaccurate statements and that there should be no rent reduction for lack of heat as the heating system is functional.

MSC: To deny the appeal.
(Mosbrucker/Qian: 5-0)

C. 77 Miguel Street, Units B and C

AT260026

The tenants appeal the decision denying their claims for decreased housing services. In the decision the ALJ determined that the tenants had not met their burden of proving that there was a substantial decrease in housing services. On appeal, the tenants argue that the landlords did not act reasonably under the circumstances because the issue persisted for eight months.

MSC: To deny the appeal.
(Wasserman/Gruber: 5-0)

D. 1023 South Van Ness Avenue, Unit A

AL260024

The landlord appeals the decision granting the tenant's claim for unlawful rent increase. In the decision, the ALJ found the landlord liable to the tenant for rent overpayments in the amount of \$7,419.03. On appeal, the landlord submits new evidence and argues that the

rent overpayment should instead amount to \$6,929.03 and that the decision contained factual errors.

MSC: To accept the appeal and remand the case to the ALJ for the limited purpose of allowing the ALJ to consider the landlord's newly submitted evidence regarding the amounts paid by the tenant and the tenant's opposition evidence if any, and if warranted, recalculate the amount of rent overpayments, with a hearing to be held only if necessary.
(Wasserman/Gruber: 5-0)

E. 122 Forest View Drive

AT260025

The tenants appeal the decision denying their claim for unlawful rent increase. In the decision, the ALJ determined that the unit is exempt from the rent control provisions of the Rent Ordinance as a single-family dwelling under Civil Code Section 1954.52(a)(3) of the Costa-Hawkins Rental Housing Act. In their appeal, the tenants argue that the bottom level is a separate residential dwelling unit because the stove was installed after construction of the property, the occupancy pattern demonstrates multiple tenancies, the bottom level possesses its own exterior entrance, and prior Rent Board decisions support a finding of jurisdiction.

MSC: To deny the appeal.
(Wasserman/Gruber: 5-0)

F. 2632 Larkin Street, Unit 6

AT260032

The tenant appeals the decision denying in part his claim for unlawful rent increase. In the decision, the ALJ determined that the tenant was a subtenant and there were no original occupants permanently residing in the unit at the time the rent increase notice was served and therefore the landlord was entitled to raise the rent from \$5,319.34 to \$7,000.00 effective October 1, 2025 pursuant to Civil Code Section 1954.53(d)(2) of the Costa-Hawkins Rental Housing Act. On appeal, the tenant argues that he established a direct landlord-tenant relationship with the landlord through communications regarding repairs, that the original occupant continued to reside in the unit, that a post-hearing submission was not served on him, and that the ALJ failed to consider that the rent increase was served in retaliation for requesting repairs.

Commissioner Wasserman recused himself on the consideration of this appeal because he had previously represented the landlord on unrelated matters.

MSC: To deny the appeal.
(Tom/Gruber: 4-1, Mosbrucker dissenting)

G. 1905 Divisadero Street

AT260033

The tenant appeals the decision denying his claim for unlawful rent increase. In the decision, the ALJ determined that the tenant was a subtenant and that the landlord was entitled to raise the rent from \$1,378.31 to \$3,950.00 effective February 1, 2026 pursuant

to Civil Code Section 1954.53(d)(2) of the Costa-Hawkins Rental Housing Act. On appeal, the tenant argues that he is a co-tenant and not a subtenant because he established a direct landlord-tenant relationship with the landlord through communications with the landlord regarding maintenance issues and access to the unit for repairs.

Commissioner Wasserman recused himself on the consideration of this appeal because he represented the landlord in the past.

MSC: To deny the appeal.
(Tom/Gruber: 5-0)

H. 3358 – 21st Street, Front & Rear Units

AT260030 & AT260031

The tenant submitted the appeal 75 days late because she did not receive the mailed decision.

MSC: To find good cause for the late filing of the appeal.
(Mosbrucker/Wasserman: 5-0)

The tenant untimely appeals the decision granting the landlords' petitions to increase the tenant's rent pursuant to Civil Code Section 1954.53(d)(2). In the decision, the ALJ determined that the tenant is a subtenant and that the landlord was entitled to raise the rent pursuant to Civil Code Section 1954.53(d)(2) of the Costa-Hawkins Rental Housing Act as the tenant had not established a direct landlord-tenant relationship with the landlord and there were no original occupants permanently residing in the unit when the rent increase notice was served. On appeal, the tenant argues that the ALJ improperly evaluated the evidence and declared under penalty of perjury that she did not receive the decision when it was originally mailed to the parties.

MSC: To deny the appeal.
(Wasserman/Gruber: 3-2, Mosbrucker and Qian dissenting)

IV. Remarks from the Public (cont.)

- A. Emin Israfil, a tenant at 2632 Larkin Street, Unit 6 (AT260032), said that even though his appeal was denied, he wanted to express gratitude to everyone at the Rent Board. He said that the Rent Board has protected tenant's rights including his own in the past, and he appreciates that and the work that it does, specifically in this case. He said that the landlord in this case attempted to add \$200.00 to what was originally a \$7,000.00 monthly rent increase and the ALJ dismissed that additional amount. He said that for that and other reasons in the past, he is very grateful to the Rent Board for the services it provides.
- B. A member of the public spoke in support of her fellow tenant Christian Cho who also lives at 1651 Market Street. She said that she wanted to highlight the importance of the tenants' union that they are organizing as well as the many issues in the building. She said the elevator outage kick-started the tenant organizing as the elevator was out of service for 3 full weeks and she lives on the fourth floor with her husband and had

to go up and down the stairs multiple times a day, but there are tenants in the building who are not as fortunate to be able to do so. She said that she has one neighbor on the fourth floor who is a veteran and had a motorcycle accident that uses an electric scooter and therefore relies on the elevator. She said that he couldn't find a way to bring his electric scooter to his apartment so he had to park it in the lobby and it was stolen, so now he has no means to get around. She said that she witnessed how difficult it was for him to go up and down the stairs and that the tenants' union is needed to fight for tenants. She told the Board that she needed their support for the union to exist and for the landlord to come to the table to hear their concerns.

VII. Communications

In addition to correspondence concerning cases on the calendar, the Commissioners received the following communications:

- A. News articles from the SF Standard.
- B. Departmental workload statistics for May 2026.
- C. Amended Ordinance Sections 37.4 and 37.5, updated Table of Contents, and updated List of Ordinance Amendments.
- D. City Attorney Memorandum re Teleconference Meetings of City Policy Bodies.
- E. City Attorney Memorandum re Required Distribution of the Ralph M. Brown Act.
- F. Brown Act (Government Code 54950 – 54963) as amended October 2025.
- G. Letter to Commissioners dated June 23, 2026.

VIII. Director's Report

Executive Director Christina Varner told the Commissioners that the 2026 Rent Board fee payment delinquency notices have gone out and the department has received an uptick in inquiries from owners who have received the notices at the front counter, on the phone, via 311 escalations, and via email. Director Varner said that the delinquency notice period will close on July 28, and therefore owners still have two weeks to make payment on the principal and late penalty before the accounts are sent to collections at the Bureau of Delinquent Revenue at the Office of the Treasurer and Tax Collector where an additional fee will be added to the balance. She said that the department has now collected over \$11.9M in 2026 Rent Board fees and owners with questions should call 311 with paperwork in hand. With regard to the Housing Inventory, Director Varner said that over 129,000 Housing Inventory reports have been made across over 23,000 parcels, with over 116,000 licenses having been issued. With regard to Outreach, Director Varner said that on June 13, staff from both the Public Information Unit and the Inventory and Fee Unit tabled at the 12th Annual Affordable Housing Expo, held at USF. She said that the community event drew approximately 1,500 attendees and the most common questions focused on the Rent Increase License, as well as many inquiries related to evictions, security deposits, and rent increases. She said that on July 14, 2026, the Rent Board

collaborated with the City's Office of Civic Engagement and Community Affairs for a Filipino-language outreach event with the South of Market Community Action Network (SOMCAN), and that Rent Board staff provided a basic introduction and overview of the Rent Board and Rent Ordinance and participated in a discussion about language access issues. She said that on August 15, 2026, staff will table at the Assessor-Recorder's Family Wealth Conference. With regard to legislation, there new legislation sponsored by Supervisor Mahmood, Board of Supervisors (BOS) file no. 260680. She said that the ordinance would amend the Administrative Code to require that online listings and lease agreements for residential rental units clearly disclose the total estimated monthly cost of the unit inclusive of rent and any required fees and charges, authorize tenants to terminate their leases early and without penalty if they have not received adequate disclosures of such fees or charges, and restrict the ability of landlords to evict or impose late penalties on tenants for the nonpayment of fees or charges that were not adequately disclosed. This legislation has been assigned to the Land Use and Transportation Committee. Director Varner said that the department included an item in the Commissioners' May packets and she missed touching upon it. She said that Board of Supervisors File No. 260217 is a cleanup ordinance that came out of Proposition E and is effective on June 29, 2026 that creates citywide definitions for "Commissions" and "Advisory Bodies," establishes general rules for those bodies, and reorganizes parts of the Municipal Code. She said that as it applies to the San Francisco Residential Rent Stabilization and Arbitration Board, the ordinance confirms that the Rent Board is a City Commission and makes limited governance updates, including updates to the process for selecting the Rent Board's Executive Director. Director Varner also provided an update regarding an issue discussed at last month's Commission meeting. She said that six members of this commission's terms expire in August or September of this year, and the Mayor's Office has been meeting with members whose terms will be expiring. She said that not long before the June meeting, the department was informed that the Mayor's Office indicated they would not reappoint President Gruber and Vice-President Mosbrucker to the Rent Board Commission once their terms expire this August. However, after the June meeting, the department received an update that in fact, both President Gruber and Vice President Mosbrucker would be reappointed. She said that the department also received confirmation from the Mayor's Office that all six Rent Board Commissioners whose terms expire this August and September will be reappointed, and the department is awaiting the paperwork to be finalized.

IX. Old Business

There was no Old Business.

X. New Business

There was no New Business.

XI. Calendar Items

August 11, 2026 – regular in-person meeting at 25 Van Ness Ave, Room 610.

Reader of the Ramaytush Ohlone Land Acknowledgement – Commissioner Shah.

A. Consideration of Appeals

- a. 4 appeal considerations

XII. Adjournment

President Gruber adjourned the meeting at 7:10 p.m.