Copy
Original delivered in person

1259 Arguello Blvd.
San Francisco, California
July 1, 1946.

NOTICE OF CHANGE IN MONTHLY RENTAL RATE

TO
Tenant: CLIDELL JACKSON
Address: 1661 POST STREET
AND
1663 Post Street
San Francisco, California

FROM
Owner: TOMOYE NOZAWA
Address: 1259 ARGUELLO BLVD.
SAN FRANCISCO, CALIF

This is to notify Tenant Clidell Jackson that the monthly rent for premises designated and known as 1661 and 1663 Post street, San Francisco 15, California rented by himself will be raised from the present Seventy Five Dollars ($75.00) per month to Two Hundred Dollars ($200.00) per month commending August 1st, 1946, and due on the first day of each month thereafter.

Please be advised that unless the entire premises is vacated as of July 30th, 1946, this notice will constitute a Thirty Day Notice of Change in Monthly Rental Rate as previously set forth.

Yours very truly,

Tomoye Nozawa

cc:n

2 men wanted – still do
model girl

Charges

① $8 week room
② 50¢ week washer
③ $1.00 kitchen privileges + gas + elec. + garbage
$9.50 week

$1.00 deposit on keys

Rules

Bath – AM { after 9:30–10:00 AM; before 7:00 AM clear out
PM After bedtime (10:00 PM)

Keep clean

Toilet
Keep clean
Don't rattle door
Keep lid down

Visitors Leave at 11 PM

Laundry – underwear, stockings, etc. basement, also hang.

Hanging – only in basement.

Turn off water & hot water

Talking in hallway
none after 10 PM

2/43.50
2½%

87.00
2.175

1.09.75

① commercial prop, a Restaurant, → living quarters
~~store alteration~~
② Complete remodeling of entire 1st floor into store
OWI - FCC -
③ ~~Extensive alterations of 2nd floor for physicians offices~~ ~~office location~~
④ Overcrowded unsanitary condition in which premises & front of bldg kept; particularly sidewalk below level of sidewalk - filled with trash, bottles, filth, about 6" deep - are in places
⑤ Never been cleaned during tenancy of present occupants.

R-159

OFFICE OF PRICE ADMINISTRATION

INSTRUCTIONS
FOR COMPLETING PETITIONER'S STATEMENT -- FORM D-4

In all petitions filed under Sections 6(b)(1) and 6(b)(2) it is necessary for the petitioner to make a statement as to why he desires the eviction of the tenant and the REASONS for such desire. The Rent Regulations provide that if such reasons justify eviction at all, there shall be imposed a waiting period of six months except in certain specified cases.

The circumstances under which the period MAY be shortened are: (1) That the petitioner has served in the Armed Forces during the period of the war emergency and needs the housing accommodations for the adequate housing of himself and family, (2) That the vendor has, or had, a substantial necessity requiring the sale and a reasonable sale could not be made with the tenant in occupancy. (3) That equivalent accommodations are available for rent into which the tenant can move without substantial hardship or loss, or (4) That other special hardship will result.

Such shortening of the waiting period is not automatic, and facts must appear in the statement of the petitioner which bring the case within one or more of the above categories.

For your information THE FOLLOWING RULES WILL BE FOLLOWED IN THIS OFFICE:

(1) If no reasons appear in the petition which justify the eviction, the petition will be denied.

(2) If an adequate reason for the eviction is shown and the petition is otherwise proper and in order a Certificate will be issued conditioned upon a six months waiting period.

(3) If the petition shows facts which bring it within any of the grounds for shortening the waiting period it will be shortened to the extent that the Area Rent Director determines the facts justify.

ONLY FACTS STATED IN THE PETITION WILL BE CONSIDERED: THEREFORE, IT IS NECESSARY THAT ALL PETITIONERS MAKE A FULL AND COMPLETE STATEMENT OF THE FACTS IN EACH PARTICULAR CASE.

122745

OPA FORM (REV. 9-45) **D-4**

FORM APPROVED. BUDGET BUREAU No. 08.R040.4.

UNITED STATES OF AMERICA
OFFICE OF PRICE ADMINISTRATION

PETITION FOR CERTIFICATE RELATING TO EVICTION

STAMP OF ISSUING OFFICE

(Issuing office will fill in space between heavy lines)

EFFECTIVE DATE OF REGULATION

DOCKET No.

MAILING ADDRESS OF PETITIONER

(Please Print or Type)

1. Name of petitioner TOMOYE NOZAWA
2. Telephone No. none ~~SEabright 4795~~
3. Name of agent none
4. Address mail to ↓

Name TOMOYE NOZAWA TELEPHONE No. ~~SE 4795~~

Address ~~1259~~ 1259 ARGUELLO BLVD.

City and State SAN FRANCISCO CALIF

CONCERNING (ADDRESS OF ACCOMMODATIONS)

MAILING ADDRESS OF TENANT

(Please Print or Type)

NAME OF TENANT Clidell JACKSON TELEPHONE No. FI 3727

ADDRESS 1661-63 POST ST.

CITY AND STATE SAN FRANCISCO CALIF

(APARTMENT NO.)

INSTRUCTIONS FOR PREPARING THIS PETITION

Fill out and sign two copies of this petition and file both copies with Rent Director at address stamped above.

All names and addresses must be typed or printed. All blank spaces, if applicable, must be filled in. The petition must be dated and signed in ink. Petitioner shall not fill in page 4 of this petition. The petition will, when necessary, be sent to the tenant by the area rent office.

If the petitioner is a corporation, the petition should be signed on its behalf by a duly authorized officer.

Read the excerpts from the Rent Regulation below.

NOTICE TO TENANT

This petition was filed with our Office requesting us to issue a Certificate Relating to Eviction in connection with the housing accommodations described herein. You may submit to this Office any information you wish with reference to this matter. Use the space on page 4 headed "Tenant's Statement." Sign and date your statement in the space provided and return to this Office within 5 days. Your failure to return the petition with your signed statement will result in the entry of an order upon the basis of the facts available to the Rent Director.

EXCERPTS FROM THE RENT REGULATIONS

Section 6 (b) (1) of the Housing Regulation.—No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this regulation and would not be likely to result in the circumvention or evasion thereof. The certificate shall authorize the pursuit of local remedies at the expiration of 6 months after the date of filing of the petition unless the Area Rent Director has determined that a 3 months period is adequate for the purposes of the act in the particular area in issuing certificates under Section 6 (b) (2), in which event the applicable period shall be 3 months. Within the discretion of the Area Rent Director, the certificate may authorize the pursuit of local remedies for the removal or eviction of the tenant at a time less than 6 or 3 months, as the case may be, after the date of the filing of the petition if the petitioner establishes that unusual hardship would otherwise result, or that a lesser period in the particular case is consistent with the purposes of the regulation and the act.

Section 6 (b) (2) of the Housing Regulation.—A certificate shall be issued authorizing the pursuit of local remedies to remove or evict a tenant of the vendor, for occupancy by a purchaser who has acquired his rights in the housing accommodations on or after the effective date of regulation (or on or after October 20, 1942, where the effective date of regulation is prior to that date), only as provided in this paragraph (b) (2).

(i) Where the Administrator finds that the payment or payments of principal made by the purchaser aggregate 20 percent or more of the purchase price, he shall, on petition of either the vendor or purchaser, issue a certificate authorizing the vendor or purchaser to pursue his remedies for removal or eviction of the tenant in accordance with the requirements of the local law. Except as herein provided, and unless the Area Rent Director shall determine that a 3 months period is adequate for the purposes of the act in the particular defense-rental area, the certificate shall authorize the pursuit of local remedies at the expiration of 6 months after the date of filing of the petition.

The payment or payments of principal may be made by the purchaser conditionally or in escrow to the end that they shall be returned to the purchaser in the event the Administrator denies a petition for a certificate.

Any payments of principal made from funds borrowed for the purpose of making such payments shall be excluded in determining whether 20 percent of the purchase price has been paid, unless the Administrator finds that the inclusion of such payments is consistent with the purposes of this paragraph (b) (2) and would not be likely to result in the circumvention or evasion thereof.

Where property other than the housing accommodations which are the subject of the purchase is mortgaged or pledged to the vendor to secure any unpaid balance of the purchase price, the payment requirement shall be deemed satisfied if the value of such security, plus any payments of principal made from funds not borrowed for the purpose of making such principal payments, equal 20 percent or more of the purchase price.

(ii) Where the Administrator finds (a) that equivalent accommodations are available for rent into which the tenant can move without substantial hardship or loss, or (b) that the vendor has or had a substantial necessity requiring the sale and that a reasonable sale or disposition of the accommodations could not be made without the removal or eviction of the tenant, or (c) that other special hardship would result, or (d) the purchaser has, during the period of the war emergency served in the armed forces of the United States and requires possession of the accommodations for the adequate housing of himself and family, a certificate may be issued although less than 20 percent of the purchase price has been paid and may authorize the vendor or purchaser to pursue his remedies for removal or eviction of the tenant at a time less than 6 or 3 months as the case may be in any particular area, after the date of filing of the petition.

(iii) The payment of 20 percent or more of the purchase price shall not be a condition to the issuance of a certificate under this paragraph (b) (2) where the purchaser has obtained a loan to be used in purchasing the housing accommodations which is guaranteed in whole or in part by the Administrator of Veterans' Affairs pursuant to the provisions of Title III of the Servicemen's Readjustment Act of 1944.

Section 6 (b) (3) of the Housing Regulation.—(i) This paragraph (b) (3) applies to the issuance of a certificate for occupancy of housing accommodations in a structure or premises owned or leased by a cooperative corporation or association (hereinafter called "cooperative") by a purchaser of stock or other evidence of interest (hereinafter called "stock") in such cooperative who is entitled by reason of ownership of such stock to a proprietary lease of such housing accommodations. It applies only to the issuance of a certificate authorizing the pursuit of local remedies to remove or evict one who was a tenant of the housing accommodations at the time of such purchase.

(ii) Where the cooperative was organized as such or acquired its title or leasehold interest in the structure or premises on or after February 17, 1945, or the effective date of regulation, whichever is the later, or where the purchased stock originally was issued on or after that date, no certificate shall be issued, unless on such date the cooperative was in the process of organization and the Administrator finds that substantial hardship would result from the failure to issue a certificate, or unless, at the time of issuance of the certificate, stock in the cooperative has been purchased by persons who are then tenants of at least 80 percent of the dwelling units in the structure or premises and are entitled by reason of stock ownership to proprietary leases of dwelling units in the structure or premises.

(iii) Where the cooperative was organized and acquired its title or leasehold interest in the structure or premises before February 17, 1945, or the effective date of regulation, whichever is the later, and on that date stock in the cooperative allocated to more than 50 percent of the dwelling units in the structure or premises was held by the cooperative, or by another person owning more shares than those allocated to a single dwelling unit, or both, no certificate shall be issued for occupancy by a purchaser of stock so held or owned on such date, unless, at the time of issuance of the certificate, stock in the cooperative is owned or has been purchased by persons who are then tenants of at least 80 percent of the dwelling units in the structure or premises and are entitled by reason of stock ownership to proprietary leases of dwelling units in the structure or premises.

(iv) In all other cases, including those excepted from paragraph (b) (3) (ii) and (iii), the issuance of a certificate shall be pursuant to paragraph (b) (2).

Section 6 (b) of the Hotel and Rooming House Regulation.—No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this regulation and would not be likely to result in the circumvention or evasion thereof.

PART A

To be filled in by ALL petitioners

1 I am (check one):

☐ Owner ☐ Seller

☐ Lessor ☑ Buyer

☐ Other (specify)

2 Did petitioner acquire rights in or title to the housing accommodations on or after October 20, 1942, or on or after the effective date of the Regulation, whichever is later? YES ☑ NO ☐

3 The Petitioner requests a certificate permitting him to take action to remove or evict the above-named tenant from the housing accommodations in accordance with the requirements of local law. In the space for the petitioner's statement provided on page 3, state the facts that apply to your request. If more space is needed, attach additional pages.

PART B

To be filled in ONLY IF EVICTION OF THE TENANT is desired in order to permit a BUYER of the housing accommodations to take occupancy

1 If the petitioner is the buyer, give name and address of the seller. If the seller is the petitioner, give name and address of the buyer.

NAME: JACK MOYER

TELEPHONE No.: FI 5159

ADDRESS—NUMBER AND STREET: c/o PACIFIC HEIGHTS REALTY CO. 2412 FILLMORE ST

CITY, POSTAL ZONE NUMBER, STATE: SAN FRANCISCO (15) CALIF

2 a Date buyer acquired rights in housing accommodations: FEB (Month) 8 (Day) 1946 (Year)

5 If the date in Item 2 is October 20, 1942, or later, but not earlier than the Effective Date of the Regulation, the following must be supplied: $8500.00 paid in cash

a A statement by the BUYER stating (i) the amount of the purchase price of the housing accommodations, (ii) the amount of principal payments made, (iii) the source of borrowed funds, if any, used for payments of principal and the security, if any, for such borrowed indebtedness.

b A statement by the SELLER stating he (i) has read the buyer's statement, (ii) has received the payments as therein stated, (iii) has not lent any part of such payments to the buyer and (iv) does not know of any borrowing by the buyer for the purpose of making such payments, except as stated in the buyer's statement.

c If the condition of one-fifth cash payment of principal has not been met, or the petitioner requests authority to evict before the expiration of the required waiting period, he must state fully facts showing (i) that equivalent accommodations are available for rent into which the tenant can move without substantial hardship or loss, (ii) a substantial necessity requiring the sale and that a reasonable sale or disposition of the accommodations cannot be made without removal or eviction of the tenant, or (iii) that other special hardship will result, or (iv) the purchaser has, during the period of the war emergency, served in the armed forces of the United States and requires possession of the housing accommodations for the adequate housing of himself and family.

d If the buyer does not desire occupancy immediately upon expiration of the period determined under the Regulations, state the earliest date thereafter when he will require occupancy: Hardship – Immediate occupancy desired (Month) (Day) (Year)

2 b Buyer's rights were acquired by: (Check one)

☑ A conveyance ☐ Contract of sale

☐ Other (specify)

3 The Maximum Rent for the housing accommodations is: $ 75.00 per week ☐ per month ☑

4 a Has the purchaser served in the armed forces of the United States of America during the war emergency? YES ☐ NO ☑

b If answered "Yes," state period of service.

From —

To —

NOTE.—State your facts in the space for petitioner's statement provided below. If more space is needed, attach additional pages.

PURCHASER'S STATEMENT

I (we) have purchased or agreed to purchase the within-described housing accommodations for $ 8,500.00 cash

I (we) have paid the seller $ 8500.00 and have deposited with TITLE INSURANCE & GUARANTY CO. in escrow, $ 8500.00 of the principal of the purchase price. I (we) did not borrow from any source whatsoever more than 80 percent of the principal of the purchase price, except as follows: none – the entire amount was paid from my personal bank account at The San Francisco Bank, Haight St. Branch.

I (we) further state possession is desired for my (our) own use and occupancy.

This statement need not be sworn to, but false statements may subject you to the penalties provided by law.

SELLER'S STATEMENT

I (we) have sold or agreed to sell the within-described housing accommodations to TOMOYE NOZAWA I (we) have read the purchaser's statement above, and to the best of my (our) knowledge the same is true. He (they) has (have) paid me (us) $ 8500.00 and has (have) deposited with TITLE INS. & GUARANTY CO in escrow, $ 8500.00 the principal of the purchase price. I (we) have not loaned any part thereof to the purchaser, nor do I (we) know of any borrowing by him (them) for the purpose of making said payments, except as follows:

This statement need not be sworn to, but false statements may subject you to the penalties provided by law.

PETITIONER'S STATEMENT

Attached

1, The premises designated as 1661 Post St. was a restaurant before the present tenants moved in, and present tenants use it as living quarters.

2, I am going to completely remodel the above #1661 Post St. to accomodate a store, to be operated by myself.

3, I am going to clean up and make fit for my own and my family's occupancy #1663 Post St, the upper flat.

4. Present unsanitary condition and filth in throughout the premises as well as the front and rear grounds adjacent to the house is deplorable; particularly sidewalk stairs in front of the house leading to basement, which is below sidewalk level, is filled with trash, bottles, & indescribable filth about 6 inches deep in many places and reeking with bad odor — therefore I intend to clean it up entirely by remodeling & sanitary measures, if I can evict the present tenants immediately to start preparations. I am at present living in one room at 1259 Arguello Blvd.

My formal statement is attached.

The Rent Director may show this petition to the tenant. This petition need not be sworn to, but false statements may subject you to the penalties provided by law.

DATE Feb. 26-1946

SIGNATURE OF PETITIONER Tomoye Nozawa

TENANT'S STATEMENT

I wish to make the following statement:

It is not necessary that this statement be sworn to but false statements may subject you to the penalties provided by law.	DATE	SIGNATURE OF TENANT

RENT ATTORNEY'S OR EXAMINER'S RECORD AND REPORT

Attorney's or Examiner's Statement and Recommendations:

Examiner's Instructions for Preparation of Order

☐ Issue D–7

Effective _____ months after date of filing petition

Conditions:

DATE	SIGNATURE OF EXAMINER	APPROVED: ATTORNEY	DIRECTOR'S ORDER	
			DATE ISSUED	FORM No.

U. S. GOVERNMENT PRINTING OFFICE—O–670744

February 26, 1946

Office of Price Administration
Rental Housing Division
1355 Market Street
San Francisco, California

Subject: Housing unit 1661 63 Post Street, San Francisco
Owner: Mrs. Tomoye Nozawa
Tenant: Mr. and Mrs. Clidell Jackson
Notice to Vacate

Gentlemen:

Please find attached the Notice which I will serve on the Jacksons, tenants in the above property.

Undersigned purchased the property quite recently and so advised the tenants. They will not vacate without an O.P.A. notice although they advised that they own other property where they could occupy space since it is now used as a multiple family dwelling. My family, on the other hand, has no place to go, and no money to carry us for a substantial period. Due to post war attitudes my husband, formerly a newspaper man, can not get employment. My father is paralyzed and my two children are infants. It is our plan to move into the upstairs of 1661 Post Street as soon as we can clean it up after it has been vacated. The downstairs was formerly occupied by a (Mitsuwa Restaurant) restaurant and when we can clean it up we plan to use it for the establishment of a radio repair and retail sales shop. Until we can gain possession we are cut off from income and are subjected to great hardship.

Under the circumstances we urge that you reduce the notice period to not more than sixty days. If you were to inspect the premises I feel confident that due to the accumulated filth and the disorder apparent to casual observation that you would wish the place vacated due to the health hazard involved.

Your courtesy in assisting us will be appreciated.

Yours truly,

Tomoye Nozawa

Mrs. Tomoye Nozawa
1259 Arguello Blvd.
San Francisco, Calif.