

OFFICE OF PRICE ADMINISTRATION  
SAN FRANCISCO BAY DEFENSE-RENTAL AREA  
1355 MARKET STREET  
SAN FRANCISCO, 3, CALIFORNIA

IN REPLY REFER TO:

8RA-SF:WWD(L)  
A6-5066

January 30, 1945

Tomoye Nozawa Takahashi  
11-5-D  
Topaz, Utah

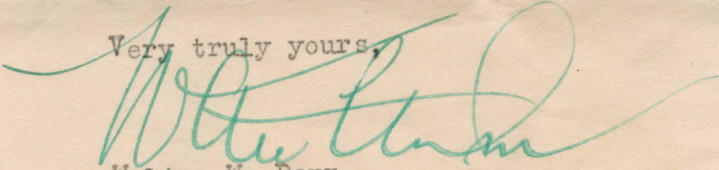
Dear Sir:

Replying to your inquiry of January 24, 1945, let me state that according to your letter you have owned this property prior to October 20, 1942. Therefore, you should give your tenant a notice in conformity with the provisions of the California law and include therein the ground under the Rent Regulations for Housing, upon which the notice is based.

We are enclosing a copy of the Eviction Section of the Housing Regulations from which you will note the various grounds given. In quoting the ground in your notice, you should set forth as indicated above in the exact language of the Regulation such ground. If you want to give the ninety (90) days, you may of course do so in your notice, if that is your desire. They are entitled to at least a month's notice.

We would suggest that you have your Attorney-in-fact, referred to in your letter, consult with an Attorney as to the proper notice and the proper manner of serving the same on the tenants.

Very truly yours,

  
Walter W. Derr  
Area Rent Attorney

Enclosure-

\$160

keyman

\$50

OFFICE OF RENT ADMINISTRATION  
SAN FRANCISCO BAY DEFENSE RENTAL AREA  
3 MARKET STREET  
SAN FRANCISCO 3, CALIFORNIA

Government

IN REPLY REFER TO:

AREA: ( )  
AS-3088

\$100.00

January 30, 1945

\$80

13.50

13.50

\$67.50

\$80

\$1.00

12.50

Mr. Jones

Mr. Jones

Mr. Jones

6.40

Dear Sir:  
Referring to your inquiry of January 2, 1945, let me state that in accordance with your letter you have owned the property since October 10, 1942. Therefore, you should file your tenant's notice in conformity with the provisions of the Rent Control Law and include therein the ground under the Rent Regulations for housing, upon which the notice is based.

We are enclosing a copy of the Revised Section of the Rent Regulations from which you will note the ground upon which you are entitled to give the notice. In quoting the ground in your notice, please set forth the ground indicated above in the exact language of the Regulation such ground. If you want to give the ninety (90) day notice of course do so in your notice, if that is your desire. They are entitled to at least a month's notice.

We would suggest that you have your Attorney-in-fact, referred to in your letter, consult with an Attorney as to the proper notice and the proper manner of serving the same on the tenants.

Very truly yours,  
Walter W. Dent  
Area Rent Attorney

Enclosure-

OFFICE OF PRICE ADMINISTRATION

REMOVAL OF TENANT

(Section 6 of the Rent Regulation for Housing)

(a) RESTRICTIONS ON REMOVAL OF TENANT. So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, and regardless of any contract, lease, agreement or obligation heretofore or hereafter entered into which provides for entry of judgment upon the tenant's confession for breach of the covenants thereof or which otherwise provides contrary hereto, unless:

(1) Tenant's refusal to renew lease. The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement, except insofar as such terms and conditions are inconsistent with this regulation; or

(2) Tenant's refusal of access to landlord. The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee, or prospective mortgagee, or other person having a legitimate interest therein: PROVIDED, HOWEVER, That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) Violating obligation of tenancy or committing nuisance. The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) Subtenants on expiration of tenant's lease. The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the occupants of the housing accommodations are subtenants or other persons who occupied under a rental agreement with the tenant, and no part of the accommodations is used by the tenant as his own dwelling; or

(5) Demolition or alteration by landlord. The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) Occupancy by landlord. The landlord owned, or acquired an enforceable right to buy or the right to possession of, the housing accommodations prior to October 20, 1942, and seeks in good faith to recover possession of such accommodations for immediate use and occupancy as a dwelling for himself. If a tenant has been removed or evicted under this paragraph (a)(6) from housing accommodations, the landlord shall file a written report on a form provided therefor before renting the accommodations or any part thereof during a period of six months after such removal or eviction.

(b) REMOVALS NOT INCONSISTENT WITH ACT OR REGULATION. (1) 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.

(2) Occupancy by purchaser. 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 October 20, 1942, 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 twenty per cent or more the 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 hereinafter provided, the certificate shall authorize pursuit of local remedies at the expiration of three 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 twenty per cent of the purchase price has been paid, unless the Administrator finds that the loan is made in good faith and not for the purpose of circumventing or evading the provisions of this paragraph (b)(2).

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 twenty per cent 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, a certificate may be issued although less than twenty per cent 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 three months after the date of filing of the petition.

(c) EXCEPTIONS FROM SECTION 6. (1) Subtenants. The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

(2) Housing subject to rent schedule of War or Navy Department. The provisions of this section shall not apply to housing accommodations rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

(3) One or two occupancy in landlord's residence. The provisions of this section shall not apply to an occupant of a furnished room or rooms not constituting an apartment, located within the residence occupied by the landlord of his immediate family, where such landlord rents to not more than two occupants within such residence.

(4) Renting to family in landlord's residence. The provisions of this section shall not apply to a family which on or after August 1, 1943 moves into a furnished room or rooms not constituting an apartment, located within the residence occupied by the landlord or his immediate family, where such landlord does not rent to any persons within such residence other than those in the one family.

(d)(1) NOTICES PRIOR TO ACTION TO REMOVE TENANT. Every notice to a tenant to vacate or surrender possession of housing accommodations shall state the ground under this section upon which the landlord relies for removal or eviction of the tenant. A written copy of such notice shall be given to the area rent office within 24 hours after the notice is given to the tenant.

No tenant shall be removed or evicted from housing accommodations by court process or otherwise, unless at least ten days (or, where the ground for removal or eviction is non-payment of rent, the period required by the local law for notice prior to the commencement of an action for removal or eviction in such cases, but in no event less than three days) prior to the time specified for surrender of possession and to the commencement of any action for removal or eviction, the landlord has given written notices of the proposed removal or eviction to the tenant and to the area rent office, stating the ground under this section upon which such removal or eviction is sought and specifying the time when the tenant is required to surrender possession.

Where the ground for removal or eviction of a tenant is non-payment of rent, every notice under this paragraph (d)(1) shall state the rent for the housing accommodations, the amount of rent due and the rental period or periods for which such rent is due. The provisions of this paragraph (d)(1) shall not apply where a certificate has been issued by the Administrator pursuant to the provisions of paragraph (b) of this section.

(2) Notices at time of commencing action to remove tenant. At the time of commencing any action to remove or evict a tenant, including an action based upon non-payment of rent, the landlord shall give written notice thereof to the area rent office stating the title of the case, the number of the case where that is possible, the court in which it is filed, the name and address of the tenant, and the ground under this section on which removal or eviction is sought.

(e) LOCAL LAW. No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.