OPA FORM (REV. 1-45) **D-4**

FORM APPROVED
BUDGET BUREAU No. 08-R040.3

STAMP OF ISSUING OFFICE

UNITED STATES OF AMERICA
OFFICE OF PRICE ADMINISTRATION

PETITION FOR CERTIFICATE RELATING TO EVICTION

CONCERNING (ADDRESS OF ACCOMMODATIONS INVOLVED): 1661-63 Post Street

DOCKET No.:

NAME OF PETITIONER: Tomoye Nozawa

TELEPHONE No.: No Phone

ADDRESS OF PETITIONER—NUMBER AND STREET: 1259 Arguello Blvd.

CITY AND STATE: San Francisco, California

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.

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.

EXCERPTS FROM THE RENT REGULATION

Section 6 (b) of the Hotel and Rooming House Regulation and 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.

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

(iii) The payment of twenty 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.

PART A

To be filled in by ALL petitioners

1. Name of Tenant: Mr Jackson

2. I am (check one):
   - ☐ Owner
   - ☐ Seller
   - ☐ Lessor
   - ☒ Buyer
   - ☐ Other (specify)

3. 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 ☐

4. 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 reverse side, state the facts that apply to your request. If more space is needed, attach additional pages.

(over)

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	Telephone No.
Jack Moyer	------

Address—Number and Street

130 Beulah Street

City, Postal Zone Number, State

San Francisco, California.

2. a Date buyer acquired rights in housing accommodations:

(Month) (Day) (Year)

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

☒ A conveyance ☐ Contract of sale

☐ Other (specify)

3. 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:

(a) An affidavit 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) An affidavit by the SELLER stating he (i) has read the buyer's affidavit, (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 Affidavit.

(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 three-month 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.

(d) If the buyer does not desire occupancy immediately on expiration of the three-month period following the date of this petition, state the earliest date thereafter when he will require occupancy:

(Month) (Day) (Year)

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

PETITIONER'S STATEMENT

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	SIGNATURE OF PETITIONER

For Accurate Information About Rent Control, Write Your Area Rent Director

16—43129-1 ☆ U. S. GOVERNMENT PRINTING OFFICE

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. ~~55~~ none
3. Name of agent none
4. Address mail to ↓

Name TOMOYE NOZAWA TELEPHONE No.

Address 1259 ARGUELLO BLVD.

City and State SAN FRANCISCO CALIF

CONCERNING (ADDRESS OF ACCOMMODATIONS)

MAILING ADDRESS OF TENANT

(Please Print or Type)

NAME OF TENANT Cildell 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 5759

ADDRESS—NUMBER AND STREET: % 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)

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 —

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 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)

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~~ for $ 8500.00 cash

I (we) have paid the seller $ 8500.00 and have deposited with Title Ins. & 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 amt. was paid from my personal bank acct. at the S.F. 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 (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

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

2 — I am going to completely remodel 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.

4 — Present unsanitary condition throughout premises as well as front and rear grounds adjacent to the house is deplorable; particularly sidewalk stairs in front of the house,

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	SIGNATURE OF PETITIONER

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

in 2 days to
Chadwell Jacksonville
Ala 18 ont st
S. F. 15 Cal

SPECIAL DELIVERY

SAN FRANCISCO, CALIF.
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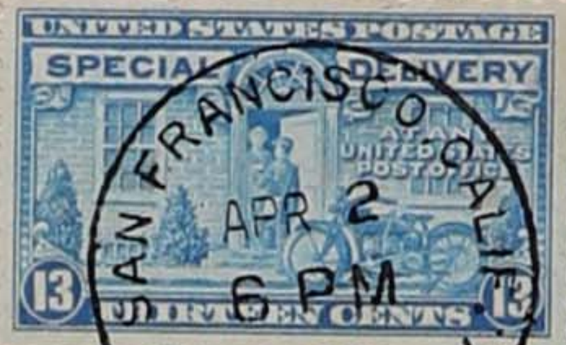

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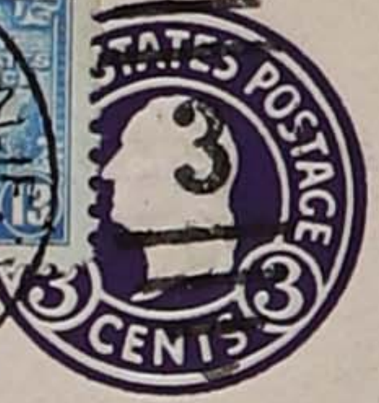

Mrs. H. Takahashi
1259 Arguello. Blvd
San Francisco
Calif.

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