



**NOTICE AND ORDER
NOTICE TO VACATE**

**2371 CORBY AVENUE, UNIT 13
SANTA ROSA, CA 95404**

June 26, 2018

CERTIFIED MAIL, Return Receipt Requested

**CONTINENTAL LIFESTYLES INC
260 FAWN DRIVE
SAN ANSELMO, CA 94960**

**TENANT
2371 CORBY AVENUE, UNIT 13
SANTA ROSA, CA 95407**

NOTICE AND ORDER LEGAL PROPERTY DESCRIPTION: DOC. NO. **2005125119**
LEGAL OWNER OF RECORD: **CONTINENTAL LIFESTYLES INC**
LEGAL ADDRESS: **2371 CORBY AVENUE
SANTA ROSA, CA 95407**

ASSESSOR PARCEL NUMBER: 043-053-055 CITY ZONING DESIGNATION: R-3-18
CASE NO: CE18-0313 CODE OFFICER: CCS

The City of Santa Rosa desires your cooperation and prompt resolution of housing concerns. In accordance with applicable State and local codes, the Deputy Code Official has caused the property indicated above to be inspected and has found the building (and premises) to be substandard.

A description of substandard conditions and required actions are listed below:

1. CA Health and Safety Code 17920.3.A.11 – Dampness of unit.
2. CA Health and Safety Code 17920.3.A.12 – Infestation of insects. Roach infestation.
3. CA Health and Safety Code 17920.3.A.13 - High levels of mold in unit.

The dwelling unit at **2371 CORBY AVENUE, UNIT 13** was inspected by Code Enforcement Officer, Cecilia Sevilla. At that time, it was observed that there are substandard living conditions. Based on the inspection, occupancy represents a danger to the safety and health of any occupants.

California Health and Safety Code 17920.3

100 Santa Rosa Avenue, Room 3 • Santa Rosa, California 95404
Phone: (707) 543-3198 • Fax: (707) 543-4135
www.srcity.org

Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

(1) Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.

(2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.

(3) Lack of, or improper kitchen sink.

(4) Lack of hot and cold running water to plumbing fixtures in a hotel.

(5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.

(6) Lack of adequate heating.

(7) Lack of, or improper operation of required ventilating equipment.

(8) Lack of minimum amounts of natural light and ventilation required by this code.

(9) Room and space dimensions less than required by this code.

(10) Lack of required electrical lighting.

(11) Dampness of habitable rooms.

(12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction.

(13) Visible mold growth, as determined by a health officer or a code enforcement officer, as defined in Section 829.5 of the Penal Code, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their properly functioning and intended use.

(14) General dilapidation or improper maintenance.

(15) Lack of connection to required sewage disposal system.

(16) Lack of adequate garbage and rubbish storage and removal facilities, as determined by a health officer or, if an agreement does not exist with an agency that has a health

officer, the lack of adequate garbage and rubbish removal facilities can be determined by a code enforcement officer as defined in Section 829.5 of the Penal Code.

(b) Structural hazards shall include, but not be limited to, the following:

(1) Deteriorated or inadequate foundations.

(2) Defective or deteriorated flooring or floor supports.

(3) Flooring or floor supports of insufficient size to carry imposed loads with safety.

(4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.

(5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.

(6) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.

(7) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.

(8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.

(9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.

(c) Any nuisance.

(d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly.

(e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross connections and siphonage between fixtures.

(f) All mechanical equipment, including vents, except equipment that conformed with all applicable laws in effect at the time of installation and that has been maintained in good and safe condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly.

(g) Faulty weather protection, which shall include, but not be limited to, the following:

- (1) Deteriorated, crumbling, or loose plaster.
- (2) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors.
- (3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.
- (4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.

(h) Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

(i) All materials of construction, except those that are specifically allowed or approved by this code, and that have been adequately maintained in good and safe condition.

(j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.

(k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building Code.

(l) All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.

(m) All buildings or portions thereof that are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

(n) All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

(o) Inadequate structural resistance to horizontal forces.

Substandard building includes a building not in compliance with Section 13143.2.

However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and dwelling units shall not by itself be considered sufficient existence of dangerous conditions making a building a substandard building, unless the building was constructed, altered, or converted in violation of those requirements in effect at the time of construction, alteration, or conversion.

Santa Rosa City Code Section 18-20.108 Unsafe Structures and Equipment

Santa Rosa City Code Section 18-20.108.1.3 provides that “if the structure is unfit for human occupancy whenever the Code Official finds that such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.”

Accordingly, you are directed to vacate the dwelling at 2371 CORBY AVENUE, UNIT 13 immediately, and to keep it vacated until the necessary repairs have been completed.

Subsequent violations of this Notice and Order are subject to prosecution under Santa Rosa City Code Section 18-20.106.3. **PROSECUTION OF VIOLATION. Any person failing to comply with a Notice of Violation or Order shall be deemed guilty of a misdemeanor.**

Building or portions thereof which are determined to be **substandard** by definition are thereby declared to be a **public nuisance**.

California Health and Safety Code 17995

Any person who violates any of the provisions of this part, the building standards published in the State Building Standards Code relating to the provision of this part, or any other rule or regulation promulgated pursuant to the provisions of this part is guilty of a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000) or by imprisonment not exceeding six months, or by both such fine and imprisonment.

Permits must be secured and work physically commenced for the items listed above within fifteen (15) days of the date of this notice. Work must be completed within forty five (45) days of this order. If compliance is not had with the order within the time specified therein, and no written appeal made within fifteen (15) days from the date of service of such Notice and Order, the NOTICE AND ORDER will be recorded with a certificate describing the property and certifying (i) that the building is a substandard building and (ii) that the owner has been so notified pursuant to Section 18-20.107.1-3 of Santa Rosa City Code (hereinafter SRCC). If, after any order of the Building Official, or Board of Building Regulations Appeals made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey the Notice and Order, such person may be prosecuted under SRCC 18-20.106.3 or any appropriate action may be taken to abate such building as a public nuisance. Any such person who fails to comply with any such order is guilty of a misdemeanor. Failure to commence work within the specified days allowed by the Notice and Order may result in the Building Official causing the building to be repaired to the extent necessary to correct the conditions which render

the building substandard. Cost incurred for abatement will be placed as a lien against the property.

Pursuant to the provisions of Health and Safety Code Section 17980(d), and in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation code, a tax deduction may not be allowed for the interest, taxes, depreciation, or amortization paid or incurred in the taxable year in which the notice is given.

Pursuant to the provisions of Health and Safety Code Section 17975 et. seq.:

17975. Any tenant who is displaced or subject to displacement for a residential rental unit as a result of an order to vacate or an order requiring the vacation of a residential unit by a local enforcement agency as a result of a violation so extensive and of such a nature that the immediate health and safety of the residents is endangered, shall be entitled to receive relocation benefits from the owner as specified in this article. The local enforcement agency shall determine the eligibility of tenants for benefits pursuant to this article. Code Enforcement staff has determined that the tenant is eligible.

17975.1. (a) The relocation benefits required by this article shall be paid by the owner or designated agent to the tenant within ten (10) days after the date that the order to vacate is first mailed to the owner and posted on the premises, or at least twenty (20) days prior to the vacation date set forth in the order to vacate, whichever occurs later. (b) If there are fewer than ten (10) days between the first posting and mailing of the order to vacate and the vacation date, the relocation benefits shall be paid by the owner or designated agent to the tenant within twenty-four (24) hours after the notice is posted and mailed. The local enforcement agency shall attempt to provide telephonic or written notice to the owner to notify the owner that the benefits are payable immediately. Failure to provide the notice as specified in this section shall not relieve the owner of any obligations imposed by this article. (c) If a tenant is entitled to relocation benefits pursuant to Section 17975, the local enforcement agency shall provide either telephonic or written notice to the tenant of his or her entitlement to the benefits. Written notice may be satisfied by posting a written notice on the premises stating that tenants may be entitled to relocation benefits.

17975.2. The relocation payment shall be made available by the owner or designated agent to the tenant in each residential unit and shall be a sum equal to two months of the established fair market rent for the area as determined by the Department of Housing and Urban Development pursuant to Section 1437f of Title 42 of the United States Code. In addition, the relocation payment shall include an amount, as determined by the local enforcement agency, sufficient for utility service deposits. The relocation benefits shall be paid by the owner or designated agent in addition to the return, as required by law, of any security deposits held by the owner. The relocation benefits shall be payable on a per residential unit basis.

17975.3. (a) Any owner or designated agent who does not make timely payment as specified in Section 17975.1 shall be liable to the tenant for an amount equal to one and one-half times the relocation benefits payable pursuant to Section 17975.2. (b) Subdivision (a) shall not apply when relocation benefits are payable fewer than ten (10) days after the date the order to vacate is first mailed and posted on the premises, if the owner or designated agent makes the payment no later than ten (10) days after the order is first mailed and posted.

17975.4. (a) No relocation benefits pursuant to this article shall be payable to any tenant who has caused or substantially contributed to the condition giving rise to the order to vacate, as determined by the local enforcement agency, nor shall any relocation benefits be payable to a tenant if any guest or invitee of the tenant has caused or substantially contributed to the condition giving rise to the order to vacate, as determined by the local enforcement agency. The local enforcement agency shall make the determination whether a tenant, tenant's guest, or invitee caused or substantially contributed to the condition, giving rise to the order to vacate at the same time that the order to vacate the tenants is made. (b) An owner or designated agent shall not be liable for relocation benefits if the local enforcement agency determines that the unit or structure became unsafe or hazardous as the result of a fire, flood, earthquake, or other event beyond the control of the owner or the designated agent and the owner or designated agent did not cause or contribute to the condition. (c) In the situations described in subdivisions (a) and (b), the tenants of units within a multiunit structure who did not cause or substantially contribute to the uninhabitable condition shall be eligible for relocation benefits from the local enforcement agency that elects at its discretion to pay relocation payments in accordance with Section 17975.2 to those tenants.

The enforcement agency, tenant, or tenant association or organization may seek and the court may order, the appointment of a receiver for the substandard building pursuant to this subdivision. In its petition to the court, the enforcement agency, tenant, or tenant association or organization shall include proof that notice of the petition was served not less than three days prior to filing the petition, pursuant to Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure, to all persons with a recorded interest in the real property upon which the substandard building exists.

- (1) In appointing a receiver, the court shall consider whether the owner has been afforded a reasonable opportunity to correct the conditions cited in the notice of violation.
- (2) The court shall not appoint any person as a receiver unless the person has demonstrated to the court his or her capacity and expertise to develop and supervise a viable financial and construction plan for the satisfactory rehabilitation of the building. A court may appoint as a receiver a nonprofit organization or community development corporation. In addition to the duties and powers that may be granted pursuant to this section, the nonprofit organization or community development corporation may also apply for grants to assist in the rehabilitation of the building.
- (3) If a receiver is appointed, the owner and his or her agent of the substandard building shall be enjoined from collecting rents from the tenants, interfering with the receiver in the operation of the substandard building, and encumbering or transferring the substandard building or real property upon which the building is situated.
- (4) Any receiver appointed pursuant to this section shall have all of the following powers and duties in the order of priority listed in this paragraph, unless the court otherwise permits:
 - (A) To take full and complete control of the substandard property.
 - (B) To manage the substandard building and pay expenses of the operation of the substandard building and real property upon which the building is

- located, including taxes, insurance, utilities, general maintenance, and debt secured by an interest in the real property.
- (C) To secure a cost estimate and construction plan from a licensed contractor for the repairs necessary to correct the conditions cited in the notice of violation.
 - (D) To enter into contracts and employ a licensed contractor as necessary to correct the conditions cited in the notice of violation.
 - (E) To collect all rents and income from the substandard building.
 - (F) To use all rents and income from the substandard building to pay for the cost of rehabilitation and repairs determined by the court as necessary to correct the conditions cited in the notice of violation.
 - (G) To borrow funds to pay for repairs necessary to correct the conditions cited in the notice of violation and to borrow funds to pay for any relocation benefits authorized by paragraph (6) and, with court approval, secure that debt and any moneys owed to the receiver for services performed pursuant to this section with a lien on the real property upon which the substandard building is located. The lien shall be recorded in the county recorder's office in the county within which the building is located.
 - (H) To exercise the powers granted to receivers under Section 568 of the Code of Civil Procedure.
- (5) The receiver shall be entitled to the same fees, commissions, and necessary expenses as receivers in actions to foreclose mortgages.
 - (6) If the conditions of the premises or the repair or rehabilitation thereof significantly affect the safe and sanitary use of the substandard building by any tenant, to the extent that the tenant cannot safely reside in his or her unit, then the receiver shall provide relocation benefits in accordance with subparagraph (A) of paragraph (3) of subdivision (d).
 - (7) The relocation compensation provided for in this section shall not preempt any local ordinance that provides for greater relocation assistance.
 - (8) In addition to any reporting required by the court, the receiver shall prepare monthly reports to the state or local enforcement agency which shall contain information on at least the following items:
 - (A) The total amount of rent payments received.
 - (B) Nature and amount of contracts negotiated relative to the operation or repair of the property.
 - (C) Payments made toward the repair of the premises.
 - (D) Progress of necessary repairs.
 - (E) Other payments made relative to the operation of the building.
 - (F) Amount of tenant relocation benefits paid.
 - (9) The receiver shall be discharged when the conditions cited in the notice of violation have been remedied in accordance with the court order or judgment and a complete accounting of all costs and repairs has been delivered to the court. Upon removal of the condition, the owner, the mortgagee, or any lienor of record may apply for the discharge of all moneys not used by the receiver for removal of the condition and all other costs authorized by this section.
 - (10) After discharging the receiver, the court may retain jurisdiction for a time period not to exceed 18 consecutive months, and require the owner and the enforcement

agency responsible for enforcing Section 17980 to report to the court in accordance with a schedule determined by the court.

- (11) The prevailing party in an action pursuant to this section shall be entitled to reasonable attorney's fees and court costs as may be fixed by the court.
- (12) The county recorder may charge and collect fees for the recording of all notices and other documents required by this section pursuant to Article 5 (commencing with Section 27360) of Chapter 6 of Division 2 of Title 3 of the Government Code.
- (13) Nothing in this section shall be construed to limit those rights available to tenants and owners under any other provision of the law.
- (14) Nothing in this section shall be construed to deprive an owner of a substandard building of all procedural due process rights guaranteed by the California Constitution and the United States Constitution, including, but not limited to, receipt of notice of the violation claimed and an adequate and reasonable period of time to comply with any orders which are issued by the enforcement agency or the court.

If the court finds that a building is in a condition which substantially endangers the health and safety of residents pursuant to Section 17980.6, upon the entry of any order or judgment, the court shall do all of the following:

- (1) Order the owner to pay all reasonable and actual costs of the enforcement agency including, but not limited to, inspection costs, investigation costs, enforcement costs, attorney fees or costs, and all costs of prosecution.
- (2) Order that the local enforcement agency shall provide the tenant with notice of the court order or judgment.
- (3) (A) Order that if the owner undertakes repairs or rehabilitation as a result of being cited for a notice under this chapter, and if the conditions of the premises or the repair or rehabilitation thereof significantly affect the safe and sanitary use of the premises by any lawful tenant, so that the tenant cannot safely reside in the premises, then the owner shall provide or pay relocation benefits to each lawful tenant. These benefits shall consist of actual reasonable moving and storage costs and relocation compensation. The actual moving and storage costs shall consist of all of the following:
 - (i) Transportation of the tenant's personal property to the new location. The new location shall be in close proximity to the substandard premises, except where relocation to a new location beyond a close proximity is determined by the court to be justified.
 - (ii) Packing, crating, unpacking, and uncrating the tenant's personal property.
 - (iii) Insurance of the tenant's property while in transit.
 - (iv) The reasonable replacement value of property lost, stolen, or damaged (not through the fault or negligence of the displaced person, his or her agent or employee) in the process of moving, where insurance covering the loss, theft, or damage is not reasonably available.
 - (v) The cost of disconnecting, dismantling, removing, reassembling, reconnecting, and reinstalling machinery, equipment, or other

- personal property of the tenant, including connection charges imposed by utility companies for starting utility service.
- (B) (i) The relocation compensation shall be an amount equal to the differential between the contract rent and the fair market rental value determined by the federal Department of Housing and Urban Development for a unit of comparable size within the area for the period that the unit is being repaired, not to exceed 120 days.
 - (ii) If the court finds that a tenant has been substantially responsible for causing or substantially contributing to the substandard conditions, then the relocation benefits of this section shall not be paid to this tenant. Each other tenant on the premises who has been ordered to relocate due to the substandard conditions and who is not substantially responsible for causing or contributing to the conditions shall be paid these benefits and moving costs at the time that he or she actually relocates.
- (4) Determine the date when the tenant is to relocate, and order the tenant to notify the enforcement agency and the owner of the address of the premises to which he or she has relocated within five days after the relocation.
 - (5) (A) Order that the owner shall offer the first right to occupancy of the premises to each tenant who received benefits pursuant to subparagraph (A) of paragraph (3), before letting the unit for rent to a third party. The owner's offer on the first right to occupancy to the tenant shall be in writing, and sent by first-class certified mail to the address given by the tenant at the time of relocation. If the owner has not been provided the tenant's address by the tenant as prescribed by this section, the owner shall not be required to provide notice under this section or offer the tenant the right to return to occupancy.
 - (B) The tenant shall notify the owner in writing that he or she will occupy the unit. The notice shall be sent by first-class certified mail no later than 10 days after the notice has been mailed by the owner.
 - (6) Order that failure to comply with any abatement order under this chapter shall be punishable by civil contempt, penalties under Chapter 6 (commencing with Section 17995), and any other penalties and fines as are available.
 - (e) The initiation of a proceeding or entry of a judgment pursuant to this section or Section 17980.6 shall be deemed to be a "proceeding" or "judgment" as provided by paragraph (4) or (5) of subdivision (a) of Section 1942.5 of the Civil Code.
 - (f) The term "owner," for the purposes of this section, shall include the owner, including any public entity that owns residential real property, at the time of the initial notice or order and any successor in interest who had actual or constructive knowledge of the notice, order, or prosecution.
 - (g) These remedies shall be in addition to those provided by any other law.
 - (h) Nothing in this section or in Section 17980.6 shall impair the rights of an owner exercising his or her rights established pursuant to Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code.

Additionally, pursuant to **Civil Code 1942.5**.

- (a) If the lessor retaliates against the lessee because of the exercise by the lessee of his rights under this chapter or because of his complaint to an appropriate agency as to tenantability of a dwelling, and if the lessee of a dwelling is not in default as to the payment of his rent, the lessor may not recover possession of a dwelling in any action or proceeding, cause the lessee to quit involuntarily, increase the rent, or decrease any services within 180 days of any of the following:
- (1) After the date upon which the lessee, in good faith, has given notice pursuant to Section 1942, or has made an oral complaint to the lessor regarding tenantability.
 - (2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability.
 - (3) After the date of an inspection or issuance of a citation, resulting from a complaint described in paragraph (2) of which the lessor did not have notice.
 - (4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability.
 - (5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor. In each instance, the 180-day period shall run from the latest applicable date referred to in paragraphs (1) to (5), inclusive.
- (b) A lessee may not invoke subdivision (a) more than once in any 12-month period.
- (c) It is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because he or she has lawfully organized or participated in a lessees' association or an organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.
- (d) Nothing in this section shall be construed as limiting in any way the exercise by the lessor of his or her rights under any lease or agreement or any law pertaining to the hiring of property or his or her right to do any of the acts described in subdivision (a) or (c) for any lawful cause. Any waiver by a lessee of his or her rights under this section is void as contrary to public policy.
- (e) Notwithstanding subdivisions (a) to (d), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision (a) within the period or periods prescribed therein, or within subdivision (c), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts described in subdivision (a) or (c). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.
- (f) Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a **civil** action for all of the following:
- (1) The actual damages sustained by the lessee.
 - (2) Punitive damages in an amount of not less than one hundred dollars (\$100) nor more than two thousand dollars (\$2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.

- (g) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.
- (h) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

Any person(s) having any record title or legal interest in the property and structures at **2371 CORBY AVENUE, UNIT 13** may appeal this Notice and Order to the Board of Building and Regulation Appeals. The appeal must be in writing as provided in this code, and must be filed with the Deputy Code Official, and the current appeal fee, within fifteen (15) days from the date of service of such Notice and Order. Failure to appeal constitutes a waiver of all right to an administrative hearing and determination of the matter.

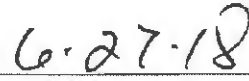
You must file your appeal by mail or, by delivery to:

**City of Santa Rosa
Housing and Community Services
Deputy Code Official: David Gouin
90 Santa Rosa Avenue
Santa Rosa, CA 95404**

Your cooperation would be greatly appreciated. Please call Senior Code Enforcement Officer Michael J. Reynolds at **543-3462**, if you would like an appointment to discuss this matter.



David Gouin – Deputy Code Official/Director
Housing and Community Services



Date

Enc: 2012 International Property Maintenance Code Section 111 – Means of Appeal

2012 International Property Maintenance Code

SECTION 111 MEANS OF APPEAL

18-20.111 International Property Maintenance Code Section 111 and subsections are amended to read as follows:

Section 111 “The Board of Building Regulation Appeals established in Section 18-04.050 of the Santa Rosa City Code, shall hear and determine any appeal arising from an action or determination made by the Building Official relative to the application and interpretation of this code. Section 18-04.060 of the City Code shall apply to the Board’s determination. An appeal shall be filed, if at all, in accordance with the requirements and within the time period set forth in Section 18-04.065 of the Santa Rosa City Code.”

18-04.065 Form of appeal - Filing

(A) Any affected person may appeal from any notice, order, or any action of the Building Official under this code by filing at the office of the Building Official a written appeal containing:

- (1) A heading in the words: “Before the Board of Appeals of the City of Santa Rosa”;
- (2) A caption reading: “Appeal of,” giving the names of the appellants participating in the appeal;
- (3) A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order;
- (4) A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant;
- (5) A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested order or action should be reversed, modified, or otherwise set aside;
- (6) The signatures of all parties named as appellants, and their official mailing addresses;
- (7) The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

(B) The appeal shall be filed within 15 days from the date the notice of the decision or action of the Building Official was mailed or delivered, whichever is earlier, to the person to whom the decision or action is addressed. (Ord. 2302 § 3 (part), 1983: prior code § 6.110.055)

(C) There is a filing fee for an appeal to the Board of Building Appeals per the current City of Santa Rosa Building Fee Schedule. Filing Fee is due at time of application submittal.

CERTIFICATE OF SERVICE

I am employed in the County of Sonoma, State of California. I am over the age of 18 years and not a party to the within action. My business address is City Hall, 100 Santa Rosa Avenue, Santa Rosa, California.

On June 27, 2018, I served the attached:

NOTICE AND ORDER TO VACATE

For

**2371 CORBY AVENUE, UNIT 13
SANTA ROSA, CA 95407**

On the following parties to this action by placing a true copy therein in a sealed envelope, addressed as follows:

**CONTINENTAL LIFESTYLES INC
260 FAWN DRIVE
SAN ANSELMO, CA 94960**


**TENANT
2371 CORBY AVENUE, UNIT 13
SANTA ROSA, CA 95407**

[X] (BY CERTIFIED AND REGULAR MAIL) I placed each such sealed envelope, with postage thereon fully prepaid for first-class mail, for collection and mailing at Santa Rosa, California, following ordinary business practices. I am readily familiar with the practice of the Santa Rosa Building and Code Compliance Division for processing correspondence, said practice being that in the ordinary course of business, correspondence is deposited in the United States Postal Service the same day as it is placed for processing.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on June 27, 2018, Santa Rosa, California.

Joseph Moody
(Type or print name)


(Signature)


 <p>City of Santa Rosa Planning and Economic Development 100 Santa Rosa Avenue Room 3 Santa Rosa, CA 95404 Phone: (707) 543-3200</p>	<p><u>Permit to Perform Work</u></p> <p>Permit Number: B18-7144 Issued Date: 10/04/2018 Call (707) 543-3006 to schedule inspections</p>												
<p>Permit Type: Residential Subtype: Addition-Alteration Sq Ft: 1100 Zoning: R-1-6 Const Type:</p>	<p>Permit Address: 2371 CORBY AVE 13 Parcel Number: 043053055 Owners Valuation: \$9,000.00 Calculated Valuation: \$0.00 Inspector Area: B4 Occupancy Group:</p>												
<p>Applicant: NORTH BAY ENVIRONMENTAL INC 3715 SANTA ROSA AVENUE STE A6 SANTA ROSA, CA 95407 7075445778</p> <p>Owner: CONTINENTAL LIFESTYLES INC 260 FAWN DR C/O JOHN R BRAGGINS SAN ANSELMO, CA 94960</p> <p>Contractor: NORTH BAY ENVIRONMENTAL INC 3715 SANTA ROSA AVENUE STE A6 SANTA ROSA, CA 95407 7075445778 License: 908802</p> <p>Architect:</p> <p>Engineer:</p>	<table border="0"> <tr> <td colspan="2">Fees:</td> </tr> <tr> <td>Building</td> <td style="text-align: right;">\$71.62</td> </tr> <tr> <td>Plan Review</td> <td style="text-align: right;">\$81.36</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Fees: \$152.98</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Payments: \$152.98</td> </tr> <tr> <td colspan="2" style="text-align: right;">Balance Due: \$0.00</td> </tr> </table>	Fees:		Building	\$71.62	Plan Review	\$81.36	Total Fees: \$152.98		Total Payments: \$152.98		Balance Due: \$0.00	
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Total Fees: \$152.98													
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Balance Due: \$0.00													

Description of Work: Removal of drywall in the kitchen, bathroom, hallway, bedrooms per project diagram. Mold remediation. Okay to issue per Ceci Sevilla.

Plans Provided: Yes

PERMIT EXPIRES IN 180 DAYS WITHOUT ACTIVE PROGRESS INSPECTIONS

Effective July 1, 2011, California Law requires all residential home owners to install carbon monoxide detectors.

 <p>City of Santa Rosa Planning and Economic Development 100 Santa Rosa Avenue Room 3 Santa Rosa, CA 95404 Phone: (707) 543-3200</p>	<p align="center">Permit to Perform Work</p> <p align="center">Permit Number: B18-7735 Issued Date: 10/30/2018 Call (707) 543-3006 to schedule inspections</p>																
<p>Permit Type: Residential Subtype: Addition-Alteration Sq Ft: Zoning: R-1-6 Const Type:</p>	<p>Permit Address: 2371 CORBY AVE 13 Parcel Number: 043053055 Owners Valuation: \$1,000.00 Calculated Valuation: \$0.00 Inspector Area: B4 Occupancy Group:</p>																
<p>Applicant: NORTH BAY ENVIRONMENTAL INC 3715 SANTA ROSA AVENUE STE A6 SANTA ROSA, CA 95407 7075445778</p> <p>Owner: CONTINENTAL LIFESTYLES INC 260 FAWN DR C/O JOHN R BRAGGINS SAN ANSELMO, CA 94960</p> <p>Contractor: NORTH BAY ENVIRONMENTAL INC 3715 SANTA ROSA AVENUE STE A6 SANTA ROSA, CA 95407 7075445778 License: 908802</p> <p>Architect:</p> <p>Engineer:</p>	<p>Fees:</p> <table border="0"> <tr> <td>Building</td> <td align="right">\$245.56</td> </tr> <tr> <td>Micrographics</td> <td align="right">\$0.39</td> </tr> <tr> <td>CA Strong Motion Instrument</td> <td align="right">\$0.50</td> </tr> <tr> <td>CA CBSC Revolving Fund</td> <td align="right">\$1.00</td> </tr> <tr> <td>Plan Review</td> <td align="right">\$97.91</td> </tr> <tr> <td>Total Fees:</td> <td align="right">\$345.36</td> </tr> <tr> <td>Total Payments:</td> <td align="right">\$345.36</td> </tr> <tr> <td>Balance Due:</td> <td align="right">\$0.00</td> </tr> </table>	Building	\$245.56	Micrographics	\$0.39	CA Strong Motion Instrument	\$0.50	CA CBSC Revolving Fund	\$1.00	Plan Review	\$97.91	Total Fees:	\$345.36	Total Payments:	\$345.36	Balance Due:	\$0.00
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Plan Review	\$97.91																
Total Fees:	\$345.36																
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Balance Due:	\$0.00																

Description of Work: Install insulation, sheetrock and paint after mold remediation (B18-7144) per plan. Okay to issue per M Maystrovich for CE18-0313.

Plans Provided: Yes

PERMIT EXPIRES IN 180 DAYS WITHOUT ACTIVE PROGRESS INSPECTIONS

Effective July 1, 2011, California Law requires all residential home owners to install carbon monoxide detectors.

File Log

Code Enforcement

PROJECT INFORMATION

FILE NUMBER: CE18-0313

STATUS: In Progress

NEIGHBORHOOD:

ADDRESS: 2371 Corby Ave 13

PARCEL NO.: 043-053-055

ZONING: R-3-18

PRIORITY RATING: 2

VIOLATION AREA(s): Substandard Residential

ASSIGNED TO: Cecilia Sevilla

OWNER: Continental Lifestyles Inc
260 Fawn Dr
San Anselmo, Ca 94960

DESCRIPTION: SUBSTANDARD CONDITIONS. PEST INFESTATION, MOLD AND DRY ROT

STATUS DATE INFORMATION

SUBMITTAL DATE: 04/12/2018

**ADMIN HEARING
DATE:**

DATE CLOSED:

INSPECTION INFORMATION

APN 043-053-055
2371 CORBY AVE #13
CE18-0313

Senior Code Enforcement Officer

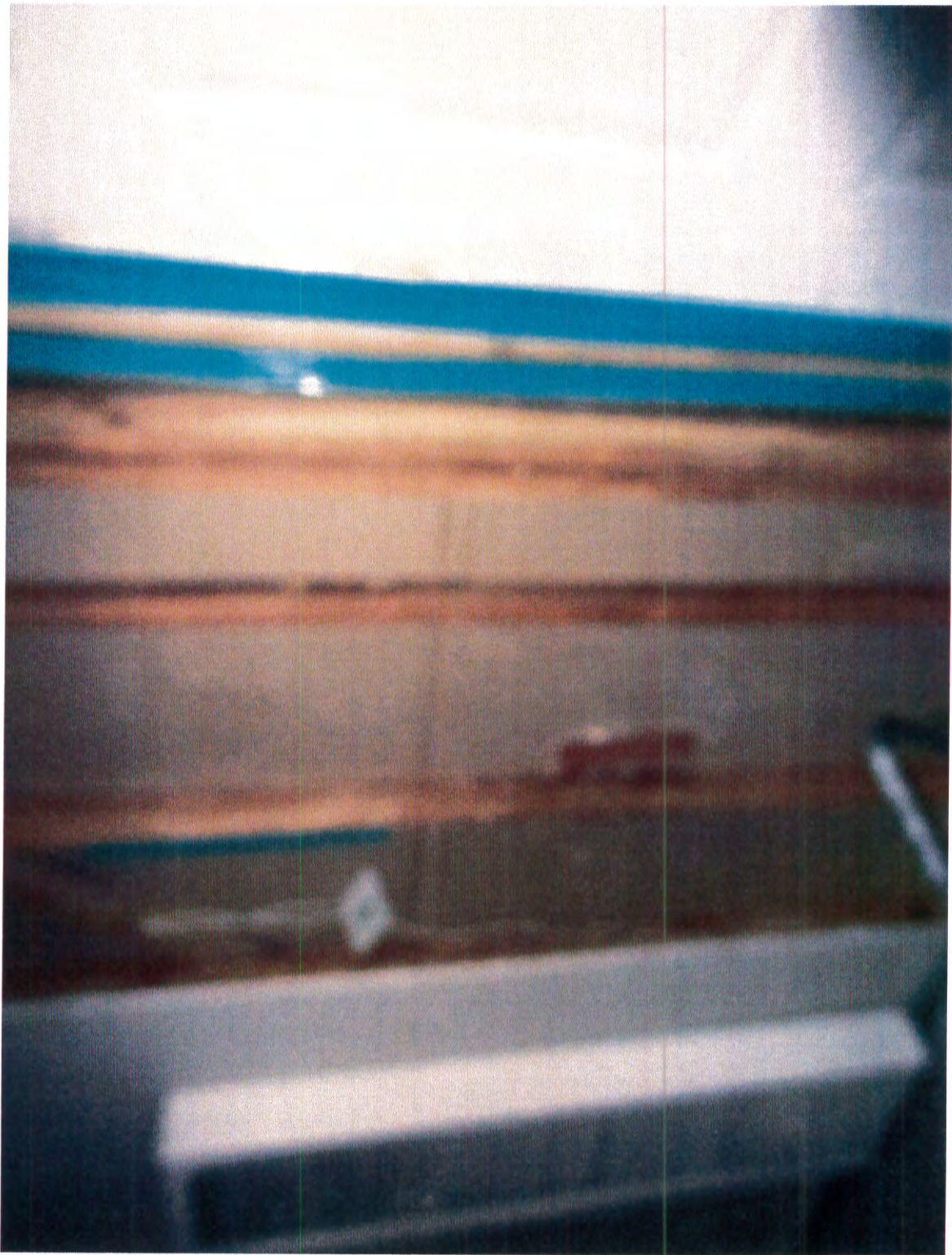
Michael J Reynolds

November 2, 2018

































APN 043-053-055
2371 CORBY AVE #13
CE18-0313

Senior Code Enforcement Officer

Michael J Reynolds

November 2, 2018


































 City of Santa Rosa Planning and Economic Development 100 Santa Rosa Avenue Room 3 Santa Rosa, CA 95404 Phone: (707) 543-3200	<u>Permit to Perform Work</u> Permit Number: B18-2286 Issued Date: 04/09/2018 Call (707) 543-3006 to schedule inspections
Permit Type: Residential Subtype: Addition-Alteration Sq Ft: Zoning: R-1-6 Const Type:	Permit Address: 2371 CORBY AVE 2 Parcel Number: 043053055 Owners Valuation: \$150.00 Calculated Valuation: \$0.00 Inspector Area: B4 Occupancy Group:
Applicant: CONTINENTAL LIFESTYLES INC 260 FAWN DR SAN ANSELMO, CA 94960 Owner: CONTINENTAL LIFESTYLES INC 260 FAWN DR C/O JOHN R BRAGGINS SAN ANSELMO, CA 94960 Contractor: OWNER-BUILDER License: 0 Architect: Engineer:	Fees: Building \$89.23 Micrographics \$0.38 CA Strong Motion Instrument \$0.50 CA CBSC Revolving Fund \$1.00 Plan Review \$42.14 Additional Staff Time \$176.00 <div style="text-align: right;"> Total Fees: \$309.25 Total Payments: \$309.25 Balance Due: \$0.00 </div>

Description of Work: Replace siding due in various spots on building to dry rot. OK to issue per Cece Sevilla (see CE17-1001).

Plans Provided: Yes

PERMIT EXPIRES IN 180 DAYS WITHOUT ACTIVE PROGRESS INSPECTIONS

Effective July 1, 2011, California Law requires all residential home owners to install carbon monoxide detectors.

File Log

Code Enforcement

PROJECT INFORMATION

FILE NUMBER: CE18-0301

STATUS: In Progress

NEIGHBORHOOD:

ADDRESS: 2371 Corby Ave 3

PARCEL NO.: 043-053-055

ZONING: R-3-18

PRIORITY RATING: 2

VIOLATION AREA(s): Substandard Residential

ASSIGNED TO: Cecilia Sevilla

OWNER: Continental Lifestyles Inc
260 Fawn Dr
San Anselmo, Ca 94960

DESCRIPTION: SUBSTANDARD CONDITIONS. PEST INFESTATION, MOLD AND DRY ROT

STATUS DATE INFORMATION

SUBMITTAL DATE: 04/12/2018

**ADMIN HEARING
DATE:**

DATE CLOSED:

INSPECTION INFORMATION

APN 043-053-055
2371 CORBY AVE #14
CE18-0314

Senior Code Enforcement Officer

Michael J Reynolds

November 2, 2018















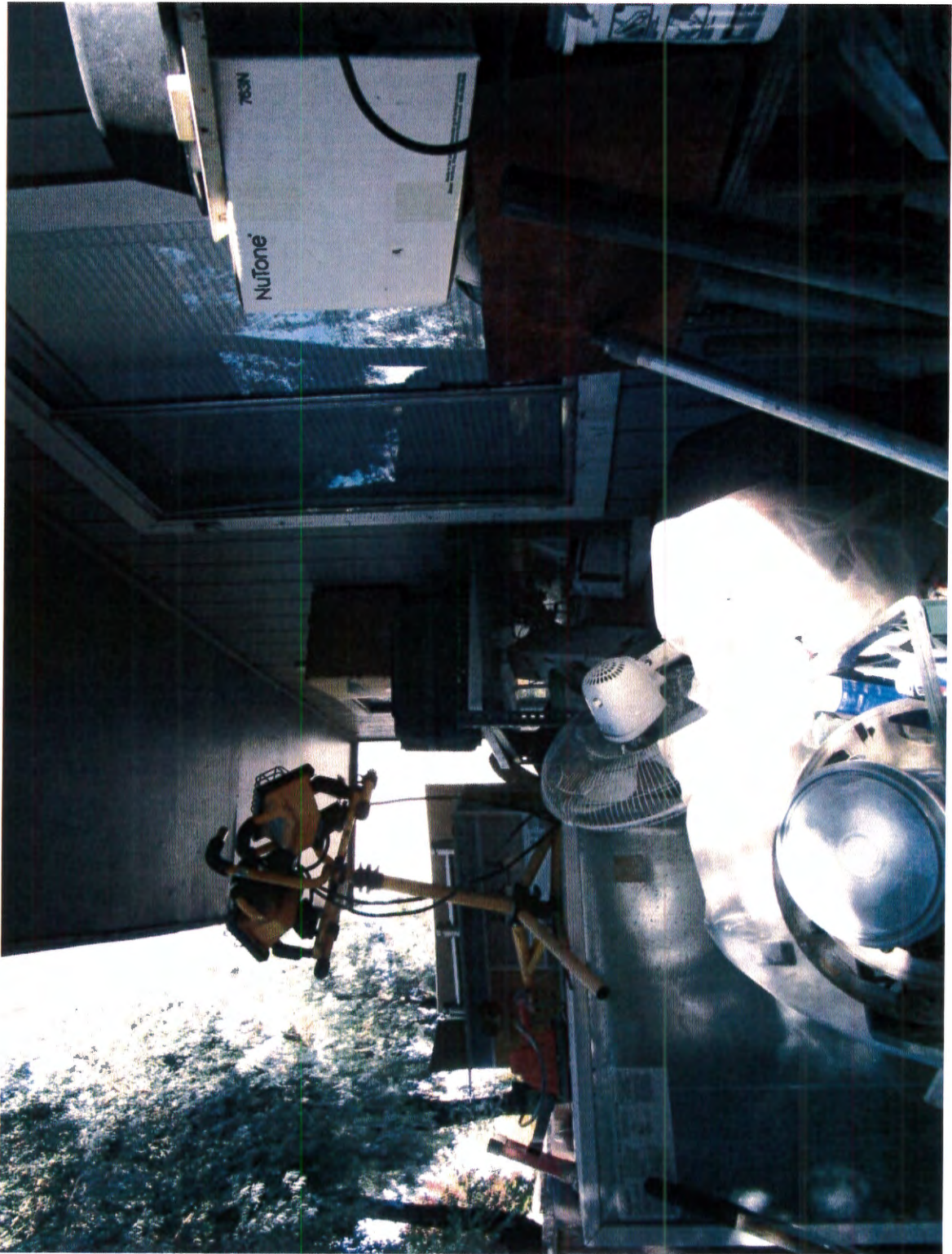




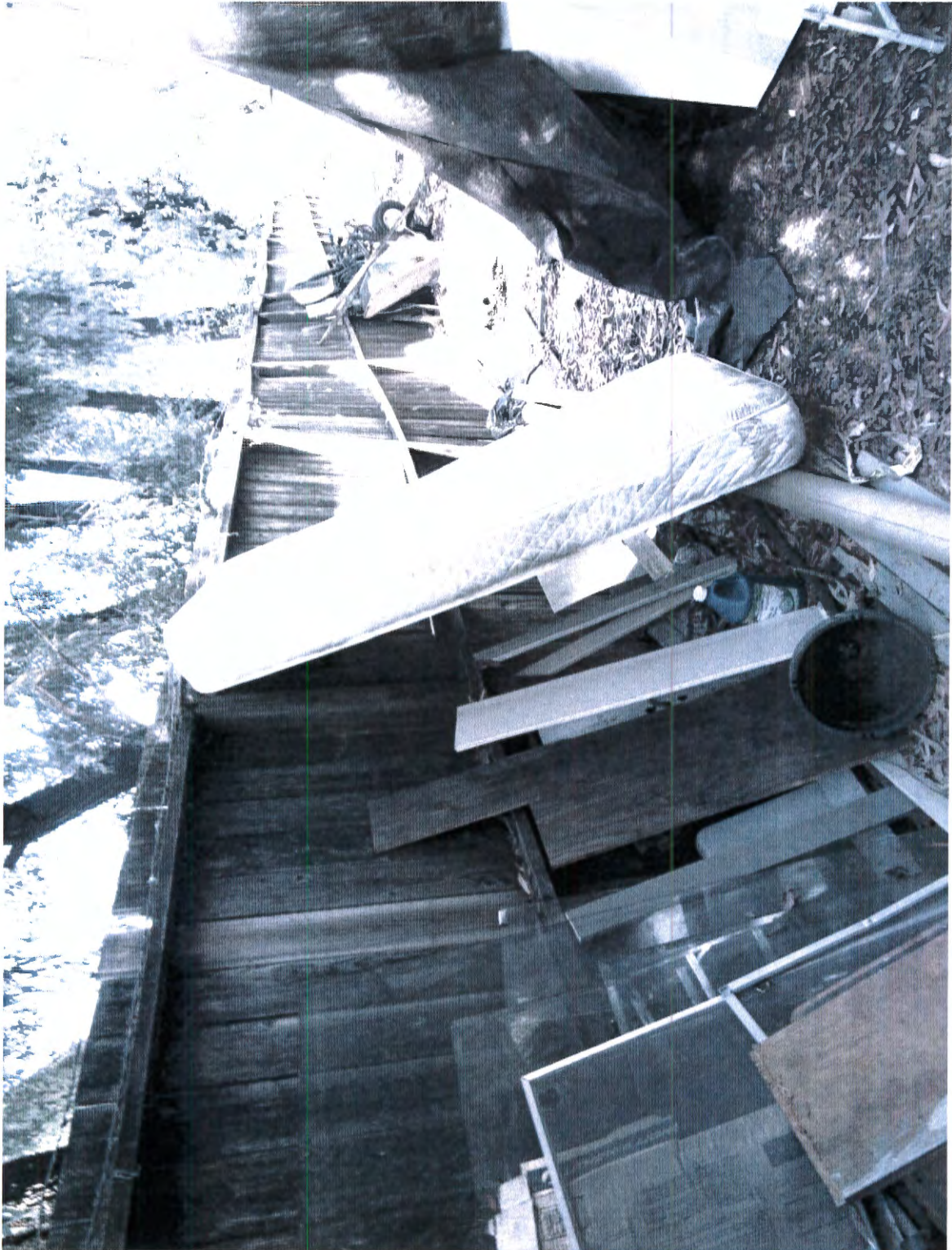


















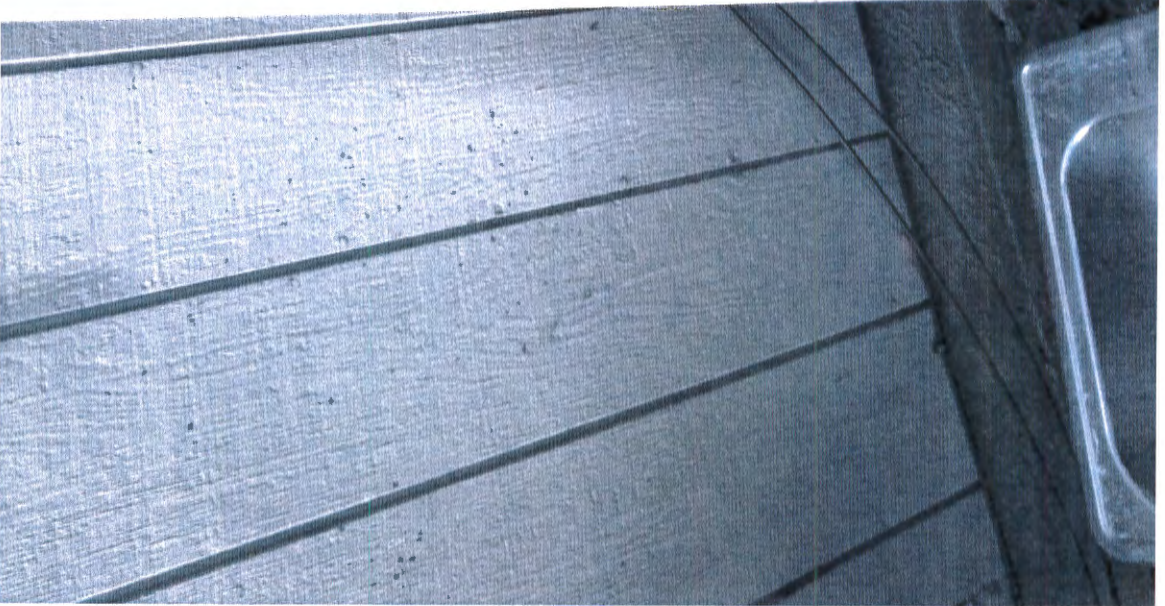


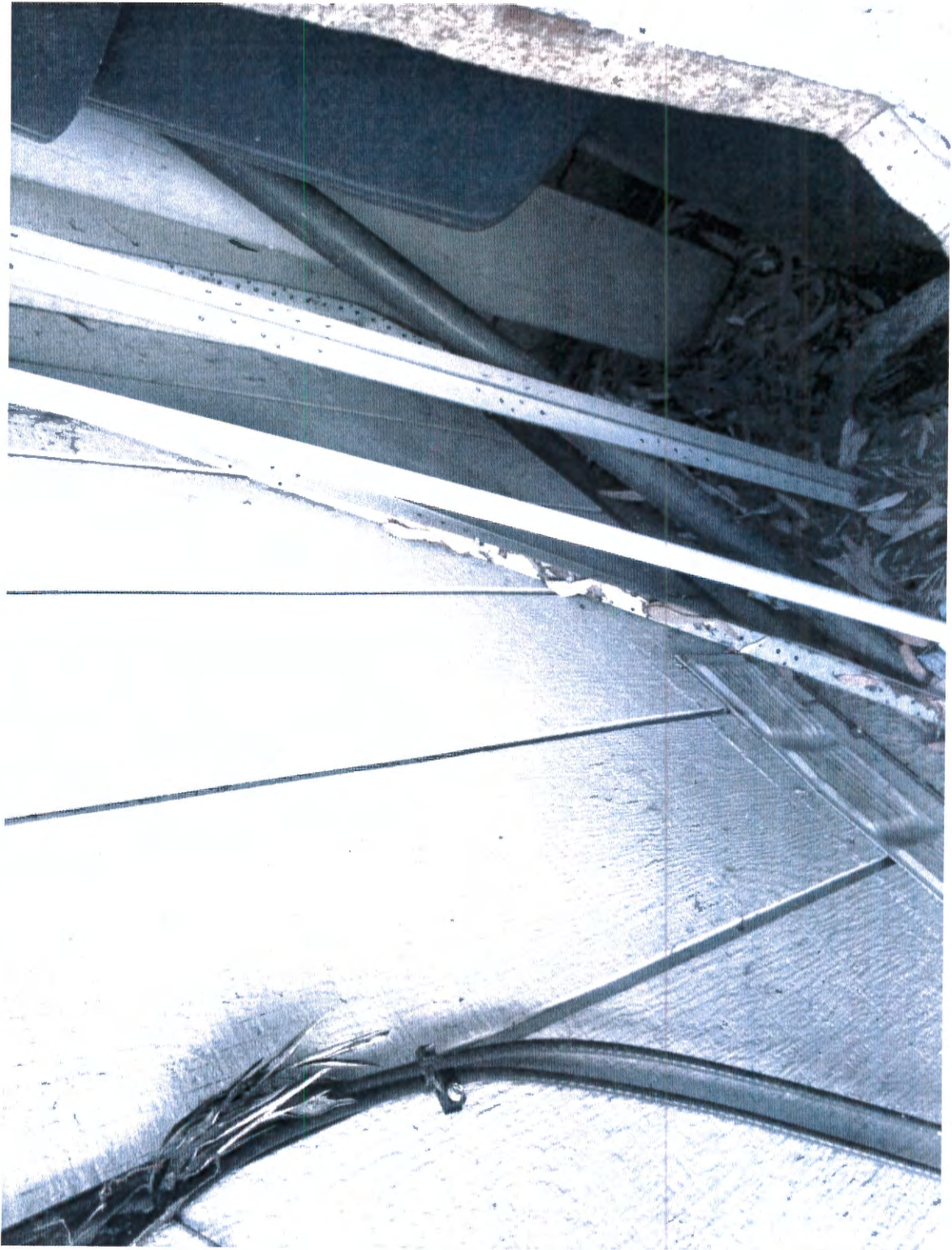




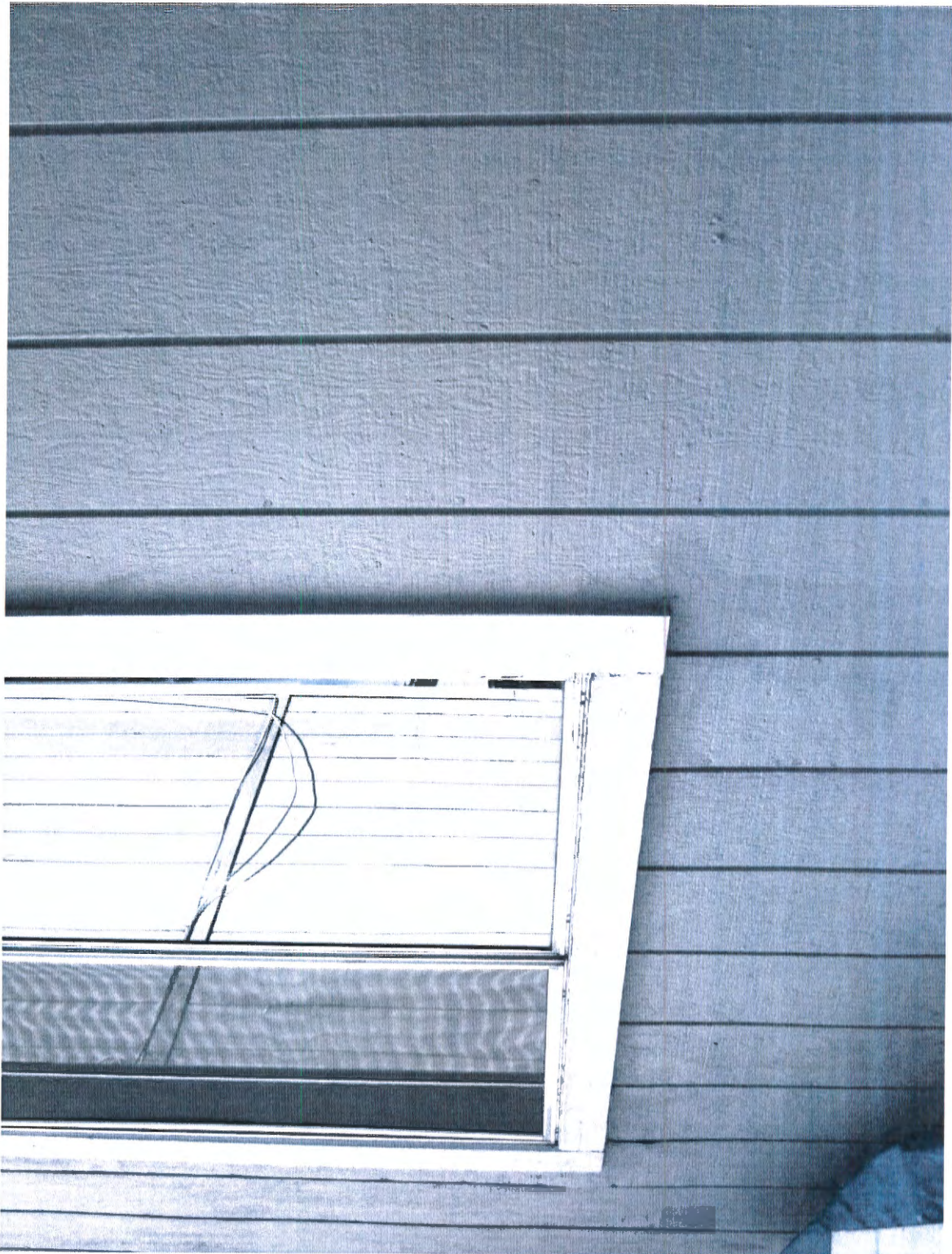


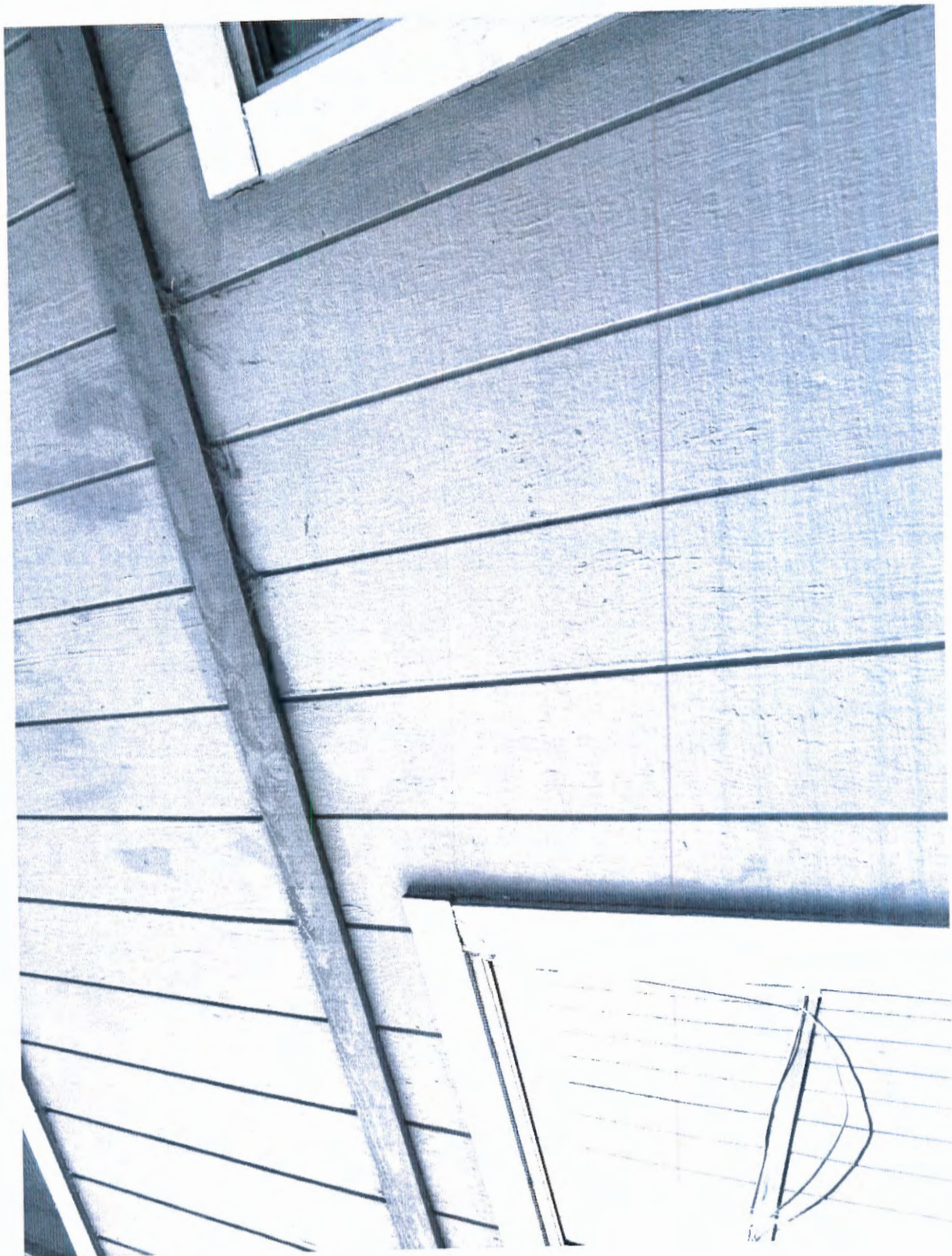




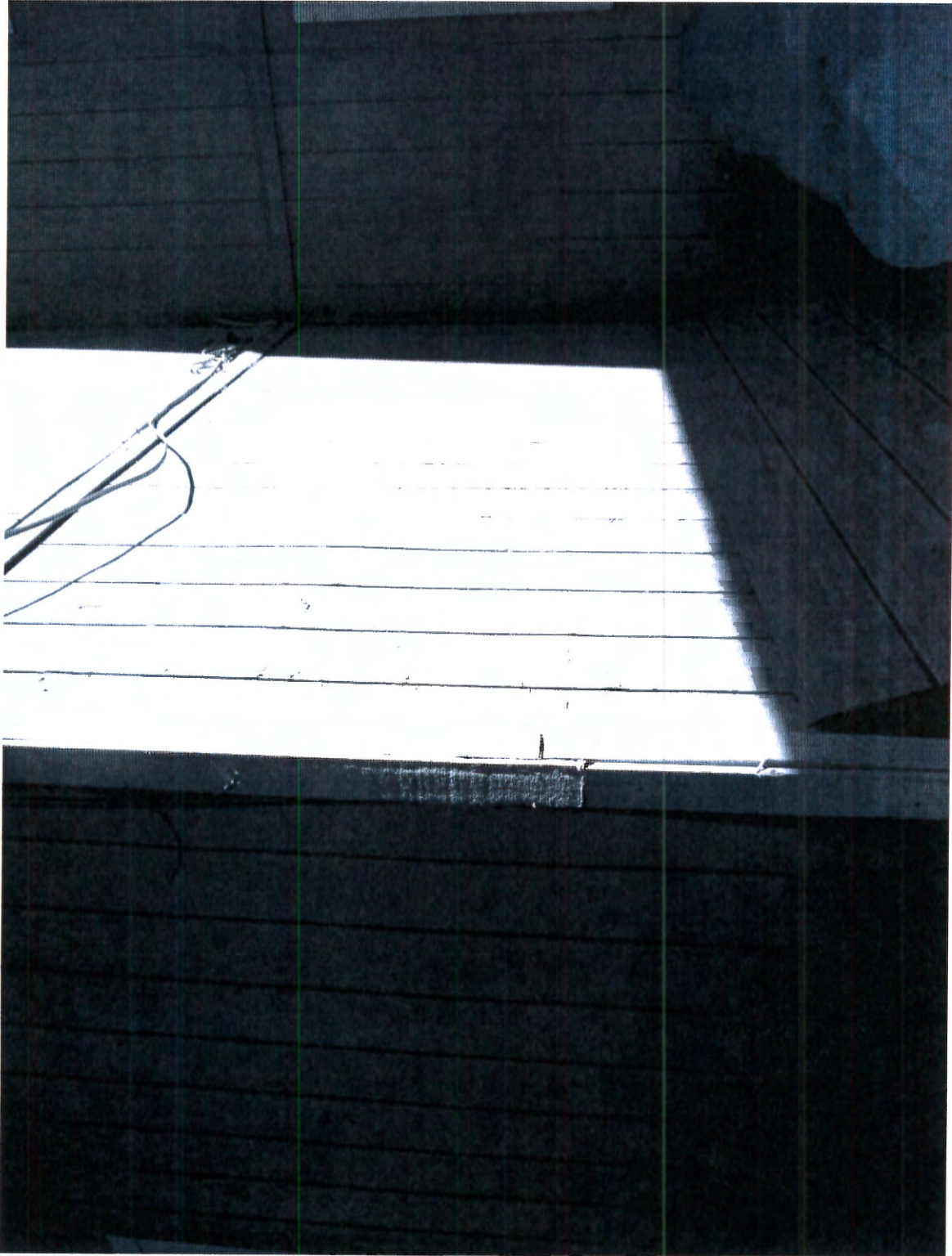




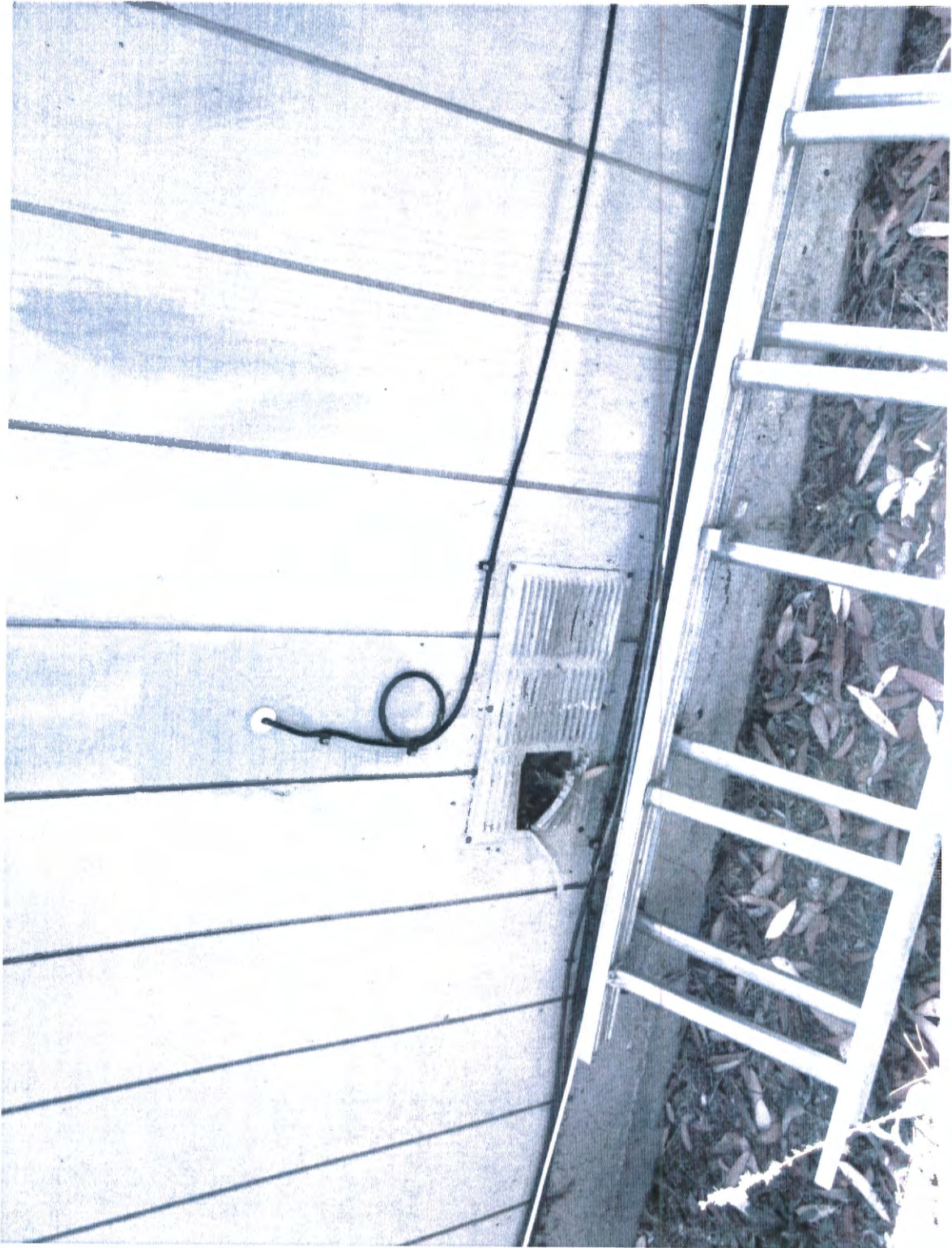
















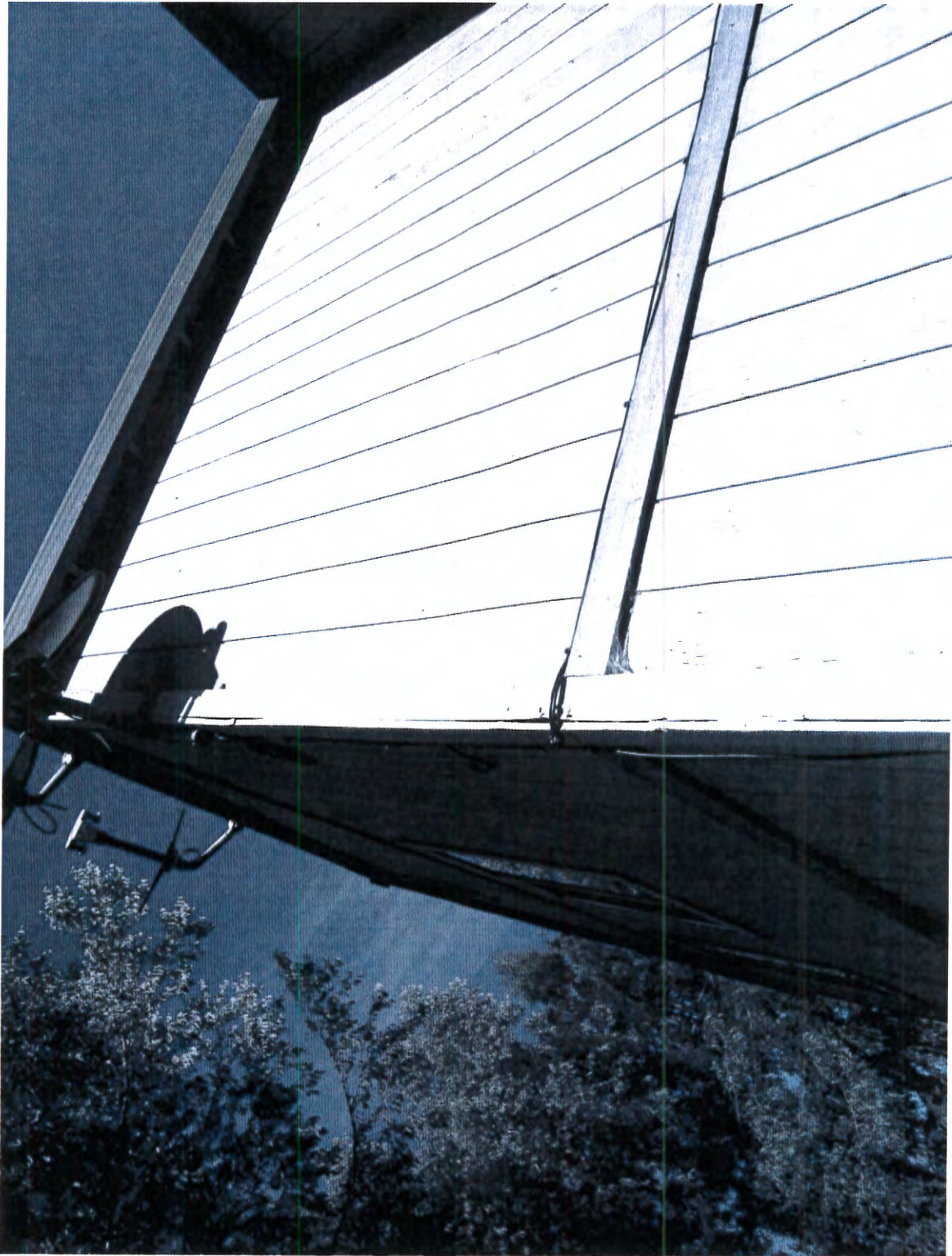


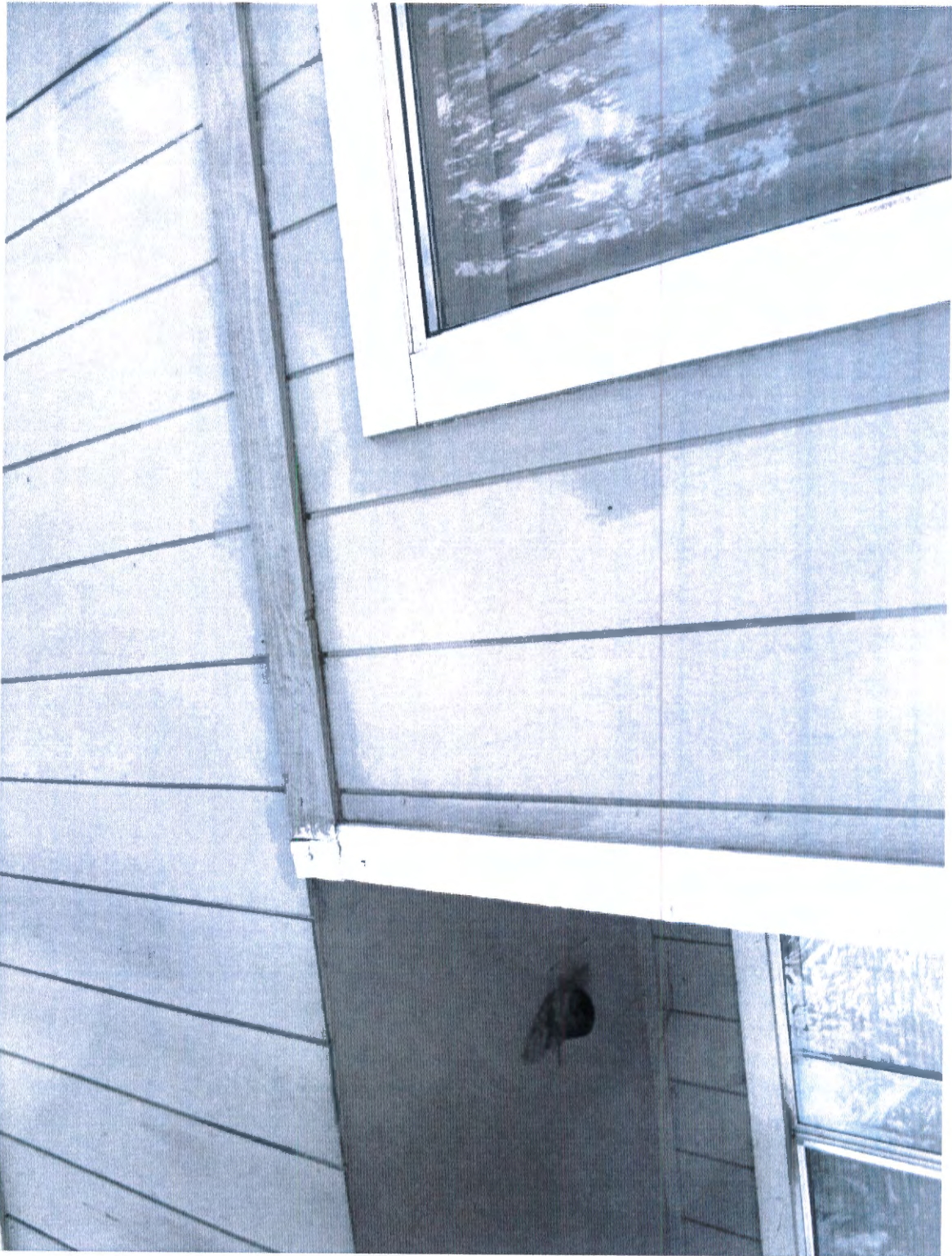




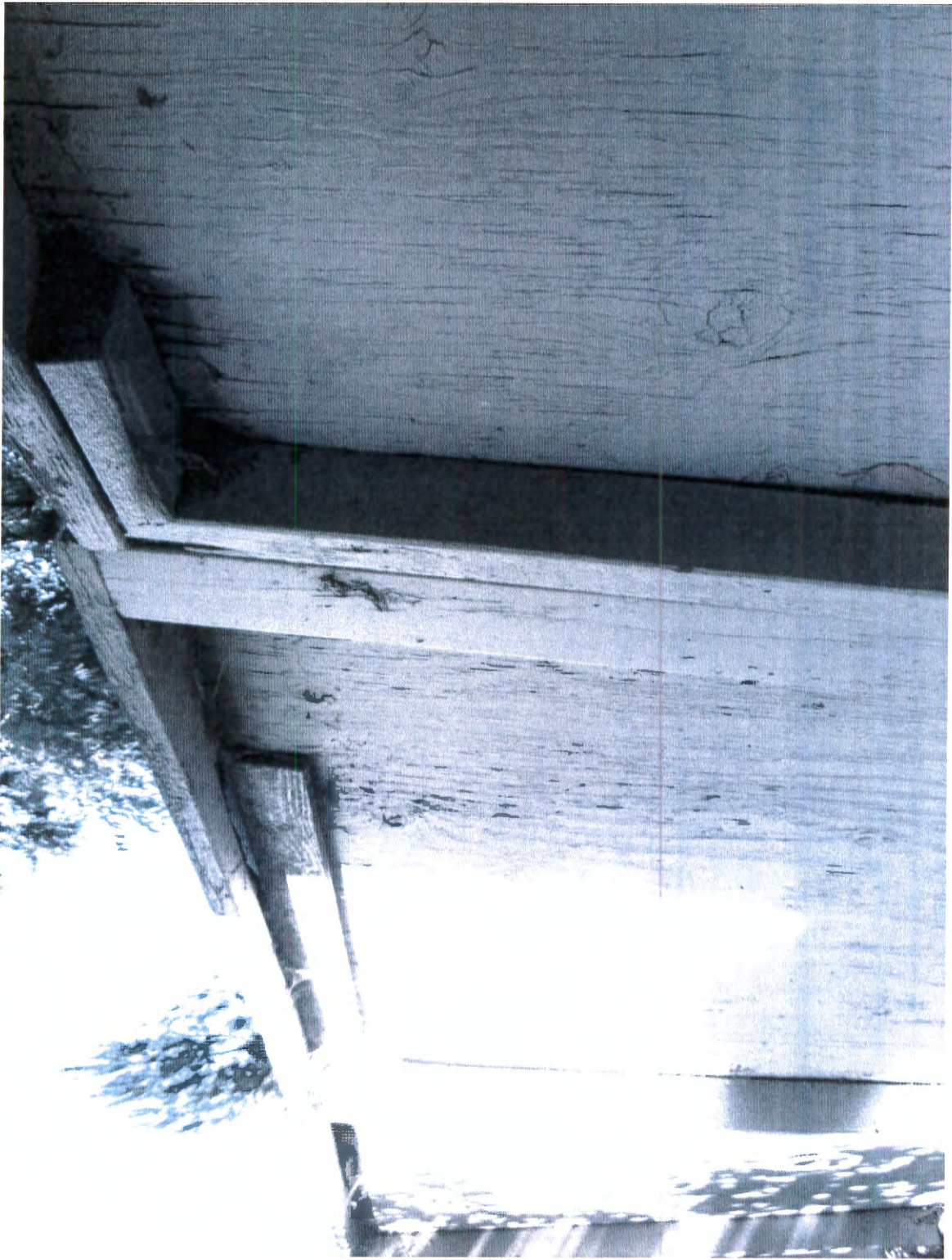












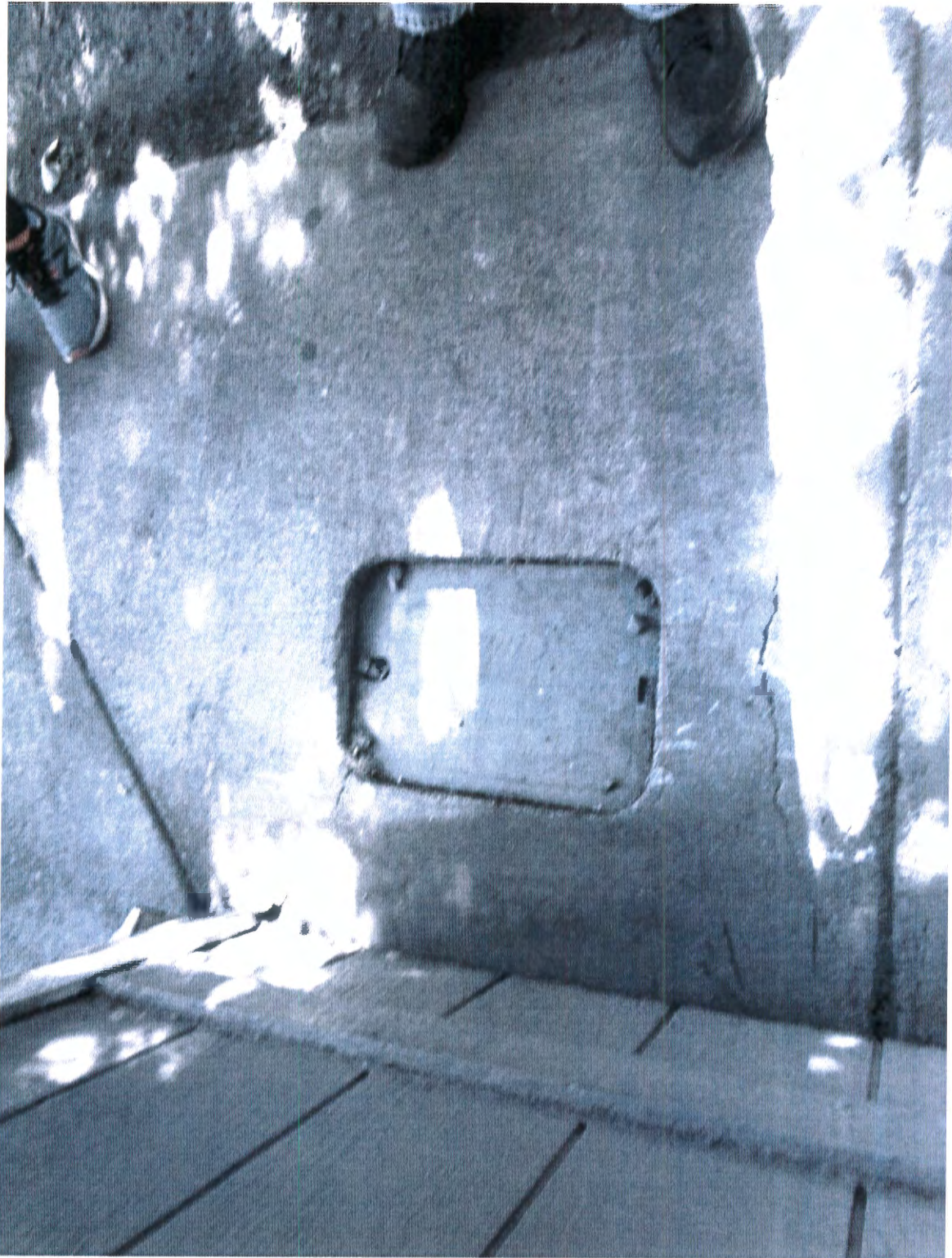












APN 043-053-055
2371 CORBY AVE #3
CE18-0301

Senior Code Enforcement Officer

Michael J Reynolds

November 2, 2018







