

EXECUTIVE SUMMARY

BOBRA HEARING DATED: OCTOBER 16, 2019

FILE: CE19-0017

LOCATION: 1851 SALEM AVE #23

RESPONSIBLE PARTY: FEREIDOOON HASHEMI TR &  
SOHI ROUHOLAMIN HASHEMI TR

The facts of the case are as follows:

On January 12, 2019 I received a complaint regarding rodent infestation at 1851 Salem Avenue # 23. On January 29, 2019 I completed a site inspection of the property. I observed rodent fecal matter throughout the unit, damage on bedding material & furniture, rodent traps and bait boxes in every room. On January 30, 2019 I mailed and posted a Notice to Vacate on the property. On February 11, 2019 The City of Santa Rosa received an appeal to the Notice to Vacate from the property management company, Syrus Properties.



SENIOR CODE ENFORCEMENT OFFICER:  
MARK MAYSTROVICH

10-4-19

DATE

(707) 543-3268

City of Santa Rosa

FEB 11 2019

Planning & Economic  
Development Department

Vincent J. DeMartini  
DeMartini & Walker LLP  
175 N. Redwood Dr., Ste. 250  
San Rafael, CA 94903  
Telephone: (415) 472-7880  
Facsimile: (415) 472-7950

Attorney for Appellant, Tracy Engelen, Syrus Properties, Inc., Property Manager and  
Representative of Property Owners, Fereidoon Hashemi & Sohi Rouholamin, Trustees

BEFORE THE BOARD OF APPEALS

OF THE CITY OF SANTA ROSA

APPEAL OF TRACY ENEGLEN, SYRUS  
PROPERTIES, INC. as Property Manager and  
Representative of Property Owners, Fereidoon  
Hashemi and Sohi Rouholamin, Hashemi,  
Trustees of the Hashemi Family Trust,

Appellant

Case No. CE19-0017

APPEAL OF A PORTION OF THE NOTICE  
AND ORDER NOTICE TO VACATE FOR  
THE PROPERTY LOCATED AT 1851  
SALEM AVENUE, UNIT 23, SANTA ROSA,  
CA 95401

Date:  
Time:

**I. FACTUAL BACKGROUND**

The instant appeal is as to a portion of the Notice and Order Notice to Vacate (hereinafter  
the "Notice and Order") issued by the City of Santa Rosa Department of Housing and  
Community Services on January 30, 2019, in Case No. CE19-0017, in regards to the real  
property located at 1851 Salem Avenue, Unit 23, Santa Rosa, CA 95401, A.P.N. 180-310-004  
(hereinafter the "Subject Property"). This appeal is being filed by Tracy Engelen, President of  
Syrus Properties, Inc. as Property Manager for and representative of the Subject Property  
Owners, Fereidoon Hashemi and Sohi Rouholamin Hashemi. Trustees of the Hashemi Family

APPEAL OF A PORTION OF THE NOTICE AND ORDER NOTICE TO VACATE FOR THE PROPERTY  
LOCATED AT 1851 SALEM AVENUE, UNIT 23, SANTA ROSA, CA 95401 - 1

1 Trust. The portion of the City of Santa Rosa Housing & Community Services Department's  
2 Notice and Order that Appellant is appealing is that portion of the Notice and Order requiring the  
3 property owner to pay relocation expenses to the tenant of the Subject Property (Unit 23), Miles  
4 Levin (hereinafter the "Tenant"). Appellant, as representative of the Subject Property Owners is  
5 filing this appeal to challenge this portion of the Notice and Order as a result of the fact that it  
6 was the Tenant's actions in failing to maintain the premises in a clean and sanitary condition and  
7 creating an attractive nuisance which resulted in the rodent intrusion into the premises. (See  
8 Declaration of Tracy Engelen herein below.)  
9

## 10 **II. LEGAL ARGUMENT**

11  
12 As will be set forth in more detail below, it is Appellant's position the conditions that caused  
13 the unit to be declared uninhabitable (the rodent infestation) was a direct result of the tenant's  
14 actions in failing to maintain the unit in a clean and sanitary manner thereby creating an  
15 attractive nuisance and resulting in the rodent infestation. Appellant is informed and believes  
16 that the rodent infestation occurred as a result of the Tenant leaving for the Christmas vacation  
17 and leaving bags of trash, food containers and spoiled food throughout the interior of the  
18 premises. These conditions were observed by the on site manager of the Subject Property and  
19 the pest control company employee who was called into address the rodent problem after  
20 notification by the Tenant of the problem to the property manager, Syrus Properties, Inc. upon  
21 his return from the Christmas holiday. In addition, after notification by the tenant, the property  
22 management company immediately contacted the pest control company that routinely serviced  
23 the Subject Property and attempted to resolve the problem but the property manager and the pest  
24 control company were hindered in their attempts to resolve the problem by the Tenant's actions  
25 in failing to allow access to the unit by the pest control company and failing to communicate  
26  
27  
28

1 with the property manager and the pest control company when they requested access to resolve  
2 the problem.

3 Pursuant to California Health & Safety Code § 17975.4(a):

4  
5 *“No relocation benefits pursuant to this article shall be payable to any tenant who has*  
6 *caused or substantially contributed to the condition giving rise to the order to vacate, as*  
7 *determined by the local enforcement agency, nor shall any relocation benefits be payable to*  
8 *a tenant if any guest or invitee of the tenant has caused or substantially contributed to the*  
9 *condition giving rise to the order to vacate, as determined by the local enforcement agency.*  
10 The local enforcement agency shall make the determination whether a tenant, tenant’s guest,  
11 or invitee caused or substantially contributed to the condition, giving rise to the order to  
12 vacate at the same time that the order to vacate the tenant is made.” (Emphasis added.)

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**III. DECLARATION OF TRACY ENGELEN, PRESIDENT OF SYRUS  
PROPERTIES, PROPERTY MANAGER AND REPRESENTATIVE OF THE  
SUBJECT PROPERTY OWNERS**

1. I, Tracy Engelen, am the President of Syrus Properties, Inc., the Property Manager for the  
Subject Property and the Representative of the Subject Property Owners and I make the  
following declaration under penalty of perjury in those capacities.

2. I have personal knowledge of the following and if called to testify could and would  
competently testify that:

a. As the property manager for the Subject Property I routinely oversee the  
management of the Subject Property, collect rents from the tenants of the Subject  
Property, pay bills relating to the repair and maintenance of the Subject Property  
and oversee the staff at Syrus Properties, Inc. who field e-mails and telephone calls  
from tenants regarding necessary repairs at the Subject Property.

b. Based upon my responsibilities as the property manager of the Subject Property I  
am aware that the owners of the Subject Property have a maintenance contract with  
Bay Counties Pest Control, Inc. to provide monthly pest control services at the

1 Subject Property. Bay Counties Pest Control, Inc. regularly sets traps and bait  
2 around the Subject Property to prevent rodent intrusions into the interior of the  
3 Subject Property.  
4

5 3. As to the information set forth below I am informed and believe and based upon that  
6 information and believe declare that:

7 a. On December 26, 2018, my office staff received an e-Mail from Miles Levin, the  
8 tenant at the Subject Property, advising that upon his return home he found his  
9 bedroom infested with mouse poop and my staff responded to the e-Mail and made  
10 arrangements for Bay County Pest Control, Inc. to respond to the problem.  
11

12 b. The following day, December 27, 2018, an employee of Bay County Pest Control,  
13 Inc. ("Doug") together with the on-site manager arrived at the Subject Property to  
14 address the problem.  
15

16 c. When the employee of Bay County Pest Control, Inc. and the on-site manager  
17 arrived at the Subject Property, they both observed bags of trash, food containers  
18 and spoiled food strewn about the unit. Doug from Bay County Pest Control, Inc.  
19 advised the tenant that he should do a thorough clean-up of the property. Doug also  
20 advised the on-site manger that he believed that the trash and spoiled food was what  
21 attracted the rodents into the unit.  
22

23 d. After setting traps and advising the on-site manager of an opening into the unit that  
24 needed to be repaired, Doug set a follow up appointment with the Tenant to return  
25 on January 4, 2019.

26 e. On January 2, 2019, an employee of Syrus Properties, Inc. e-Mailed the Tenant  
27 advising him that they would send someone to repair the opening.  
28

- 1 f. On January 3, 2019, an employee of Bay Pest Control, Inc. called the Tenant to  
2 confirm the appointment for the next day and the Tenant advised there had been no  
3 new droppings.  
4
- 5 g. On January 4, 2019, an employee of Bay Pest Control, Inc. did a follow up visit  
6 and checked the traps, which were empty and was advised by the Tenant that he  
7 had not seen or heard any new signs of activity so the traps were pulled.  
8
- 9 h. On January 5, 2019, the Tenant texted Doug and advised that there were new  
10 droppings. Doug told the tenant that he would need Syrus Properties approval to  
11 enter the unit in the Tenant's absence and that he could come on Monday the 7<sup>th</sup>  
12 between 10-12 or Tuesday the 8<sup>th</sup>. The Tenant said that he would e-Mail Syrus  
13 Properties.  
14
- 15 i. Neither Doug nor Bay Pest Control, Inc. heard back from the Tenant on Monday  
16 the 7<sup>th</sup>. The tenant subsequently texted Doug that he could be home on Tuesday to  
17 let Doug in so an appointment was scheduled and confirmed.  
18
- 19 j. On January 8, 2018, Doug arrived the appointment and the Tenant advised that  
20 there was no new activity or droppings so Doug left traps with him as a precaution  
21 and told him that he check them and pick them up when they did their monthly  
22 service in February.  
23
- 24 k. Within an hour of Doug's leaving on January 8, 2019, the Tenant texted Doug and  
25 advised there were new droppings in the bedroom and Doug scheduled another  
26 appointment for Friday January 11<sup>th</sup>.  
27
- 28 l. On January 10<sup>th</sup> Doug texted the tenant to confirm the appointment for the next day,  
the Tenant responded that there were new dropping and Doug advised him to turn

1 over the living room and bedroom furniture to check for activity or harborage areas,  
2 check the closets, etc. Within an hour of that communication the Tenant cancelled  
3 the appointment for the 11<sup>th</sup>.

4  
5 m. On January 15, 2019, the Tenant texted Doug and advised that there were new  
6 droppings and the traps were empty. An appointment was scheduled for Friday  
7 January 18<sup>th</sup>.

8 n. On January 18<sup>th</sup> Doug arrived at the scheduled appointment time and discovered  
9 that the rodent had been using the box spring for nesting material and appeared to  
10 be living behind the kitchen cabinets and set 10 traps.

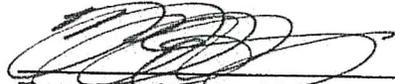
11  
12 o. On January 23<sup>rd</sup> Doug reached out to the Tenant for an update but did not hear back  
13 from him until the next day. In that communication the Tenant indicated that he  
14 had started a new job and had not been home in a few days and that he would give  
15 Doug an update later that day. Doug did not hear back from him as promised.

16  
17 p. On January 30<sup>th</sup>, having heard nothing further from the Tenant, Doug reached out  
18 to the Tenant again. The Tenant advised Doug that he had not gotten back to him  
19 because he was waiting to meet with the Health Inspector.

20 4. Based upon the foregoing the rodent infestation in the Subject Property was initially caused  
21 by the Tenant's failing to maintain the unit in a clean and sanitary condition by leaving  
22 trash, food containers and spoiled food throughout the unit while away for the Christmas  
23 holiday and the Tenant exacerbated the problem by failing to promptly allow access to the  
24 unit or provide information to the pest control company.

25  
26 I declare under penalty of perjury that the foregoing is true and correct and/or based upon  
27 information and belief and on that basis believed to be true.

1 Date: 2/7/19, 2019

  
Tracy Engelen, President  
Syrus Properties, Inc.

2  
3 **IV. CONCLUSION**

4 Based upon the foregoing facts and authority, Appellant respectfully requests that the Board  
5 of Appeals overturn that portion of the Notice and Order requiring the Subject Property Owners  
6 to pay relocation expenses to the Tenant.  
7

8 Respectfully Submitted,

9 Date: 2/7/18, 2019

10 DeMartini & Walker LLP

11 

12  
13 Vincent J. DeMartini  
14 Attorney for Appellant



Housing and Community Services  
 100 Santa Rosa Avenue Room 3  
 Santa Rosa, CA 95404  
 (707) 543-3198 Fax (707) 543-4315

**PAYMENT RECEIPT:** 166754  
**CASHIER:** LMC  
**DATE:** 02/20/2019

## Receipt

### Record Information

Record Number	Record Name	Site Address	APN
CE19-0017	HRS - Substandard Residential	1851 SALEM AVE 23	180310004

### Fee Information

Description	Account Code	Invoice#	Amount
Code Enforcement Appeal	001100-4828	142124	\$680.00
<b>Total Fee Amount:</b>			<b>\$680.00</b>

### Payment Information

Method	Reference No	Comments	Transaction Amount
Check	011422		\$680.00

**Payer:** DeMartini & Walker LLP Cost Account **Total Amount:** \$680.00

BOBRA HEARING  
OCTOBER 16, 2019  
1851 SALEM AVENUE, UNIT 23  
DOCUMENTS

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Complaint Log .....Page 3  
Property Detail Report .....Page 4  
Vicinity Map.....Page 5  
Email Chain From Tenant and Property Manager, Dated: January 29, 2019 .....Page 6-11  
Site Inspection Photos, Dated: January 29, 2019.....Page 12-45  
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Certificate of Service .....Page 61-62  
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Appeal, Dated: February 7, 2019.....Page 65-71  
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## BOBRA HEARING INTRODUCTION

HEARING DATED: OCTOBER 16, 2019

My name is Mark Maystrovich. I have been employed by the City of Santa Rosa as a Code Enforcement Officer/ Building Inspector for 18 years. I am a Certified Building Inspector through ICC, the International Code Council as required per my employment.

I am the Code Enforcement Officer of record regarding File # CE19-0017. I responded to a complaint to the City regarding rodent infestation.

The facts of the case are as follows:

On January 12, 2019 the City of Santa Rosa received a complaint of rodent infestation at 1851 Salem Avenue, Unit 23.

On January 14, 2019 I made contact with the parents of the tenant and scheduled an initial site inspection for January 29, 2019 at 11:00 A.M.

On January 29, 2019 I completed an inspection of the property. Inside, I observed a wide variety of rodent traps and bait boxes in every room. I observed rodent fecal matter throughout the unit and damage on bedding material & furniture. I advised a Notice to Vacate

On January 30, 2019 The City of Santa Rosa drafted a Notice to Vacate. A copy was mailed certified and regular mail to the property owner and tenant. I also sent a copy to the property management company, Syrus Properties, via email and advised them that a Notice of Violation letter was to follow.

On February 11, 2019 The City of Santa Rosa received an appeal to a portion of the Notice and Order to Vacate from the property management company.

On July 10, 2019 The City of Santa Rosa mailed a Consent to Inspect Letter to perform a compliance inspection at the property.

On July 15, 2019 I received a signed consent from the property management company and set up a compliance inspection.

On July 30, 2019 I performed a compliance inspection on the unit noted that the rodent infestation had been abated.

On July 31, 2019 The City of Santa Rosa mailed the property management company a violation cleared letter and I closed the case,



SENIOR CODE ENFORCEMENT OFFICER:  
(707) 543-3268

9-5-19

DATE

# File Log

## Code Enforcement

### PROJECT INFORMATION

**FILE NUMBER:** CE19-0017 **STATUS:** Closed

**NEIGHBORHOOD:**

**ADDRESS:** 1851 Salem Ave 23

**PARCEL NO.:** 180-310-004

**ZONING:** PD 0022

**PRIORITY RATING:** 2

**VIOLATION AREA(s):** Substandard Residential

**ASSIGNED TO:**

**OWNER:** Hashemi Fereidoon Tr & Hashemi Sohi Rouholamin Tr  
885 Olive Ave Ste C  
Novato, Ca 94945

**DESCRIPTION:** Rat infested, mattress, all bedding, shoes, clothes.

### STATUS DATE INFORMATION

**SUBMITTAL DATE:** 01/14/2019

**ADMIN HEARING  
DATE:**

**DATE CLOSED:** 07/31/2019

### INSPECTION INFORMATION

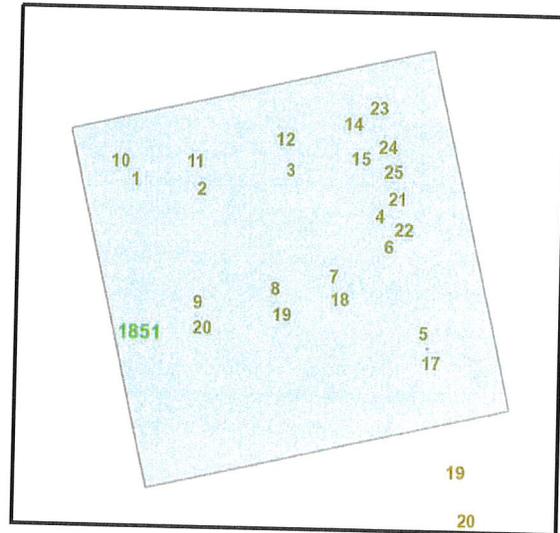
# City of Santa Rosa Parcel Report

Parcel #: 180-310-004

## County Assessor Information

Report generated: 8/27/2019 4:37:44 PM

**Parcel #:** 180310004  
**Land Use:** 0045 - 21-40 UNITS  
**Owner:** HASHEMI FEREIDOON TR &  
885 OLIVE AVE STE C  
NOVATO, CA 94945  
**Situs Address:** 1851 SALEM AVE  
95401  
**Tax Area:** 004002  
**Jurisdiction:** SANTA ROSA  
**Recording#:** 2017R016184  
**Rec Date:** 2/28/2017  
**Lot Acres:** 0.51  
**Land Value:** \$1,177,492  
**Bldg Value:** \$2,225,938  
**Bldg Sqft:** 19,280  
**Built:** 1971  
**Res Units:**  
**Bedrooms:** 48  
**Bathrooms:** 26  
**Com Units:**



## Santa Rosa Only Information

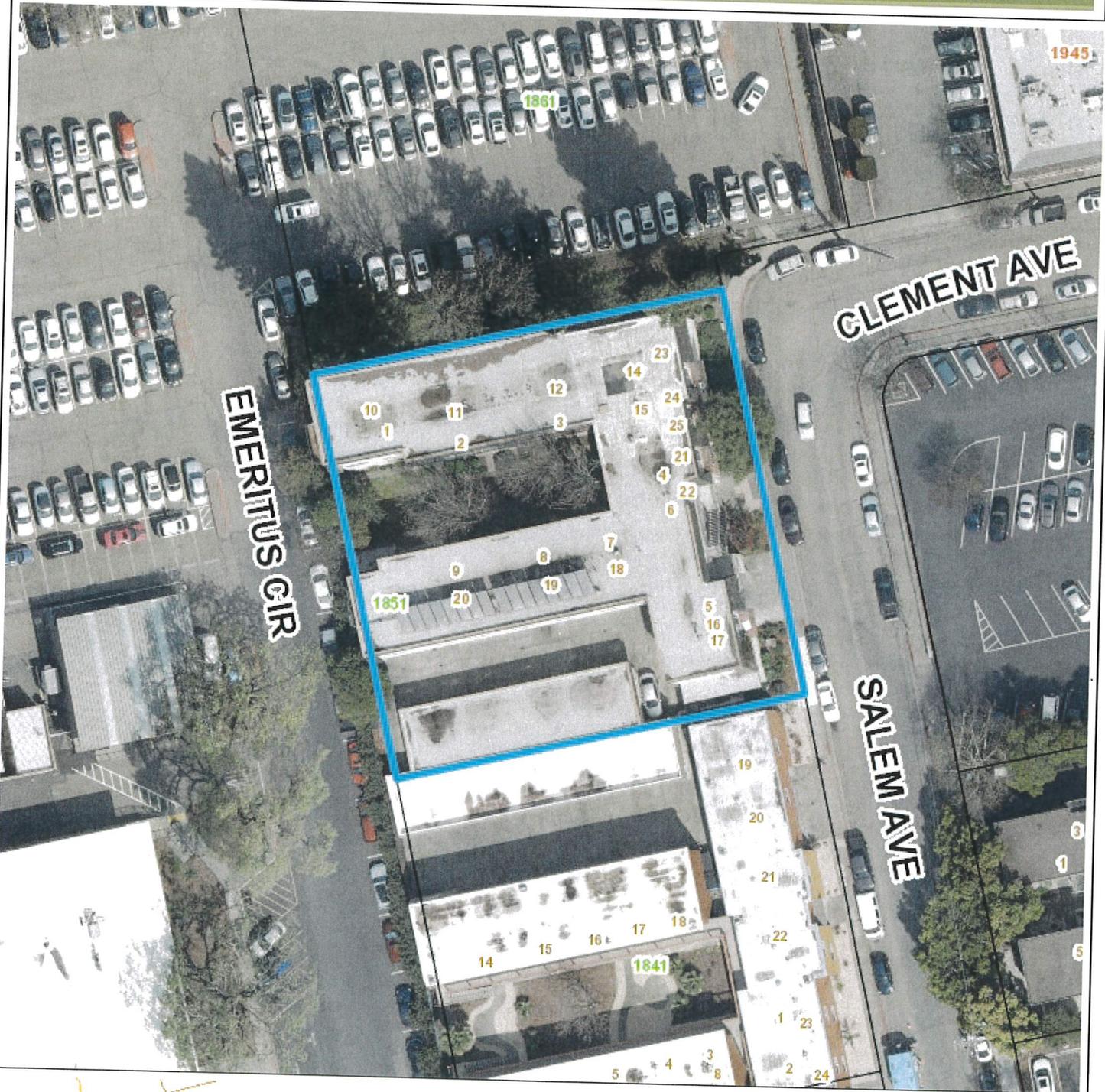
**General Plan:** Med Residential  
**Area Plan:**  
**Zoning Code:** PD 0022  
**Identifier:**  
**Planned Dev:** PD 0022  
**Historic Dist:**  
**Fault km:** 2  
**Wind Zone:** Exposure B  
**Fire Zone:**  
**Park Fee:** Service Area No. 3 - Northeast  
**Fire District:** 11

## GIS Calculated Information

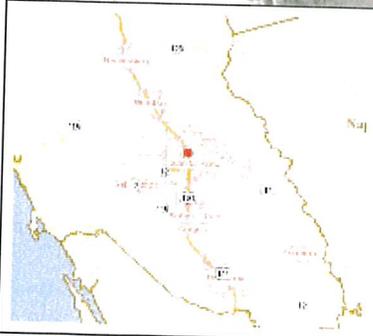
**Latitude:** 38.458588  
**Longitude:** -122.718987  
**Census Tract:** 152100  
**Census Block:** 2000  
**Lot/Land Acres:** 0.51 / 0.06

\* Lot Acres is based on GIS Parcel polygons, Land Acres assumes accurate Bldg SqFt and single story building.

This report is a user generated static output from an Internet mapping site and is for reference only. Data that appear on this report may or may not be accurate, current, or otherwise reliable. GIS Calculated Lot Acres is NOT official. Assessor Data is maintained by Sonoma County.



1851 Salem Avenue, Unit 23



8/27/2019

Scale 1: 600

0 Miles 0.01

---

**From:** Miles Levin <milesdlevin@gmail.com>  
**Sent:** Tuesday, January 29, 2019 11:40 AM  
**To:** Maystrovich, Mark  
**Subject:** Fwd: Rat/Mice infestation

Begin forwarded message:

**From:** "Tracy Engelen" <tengelen@syrusproperties.com>  
**Subject:** RE: Rat/Mice infestation  
**Date:** January 14, 2019 at 1:40:04 PM PST  
**To:** "Miles Levin" <milesdlevin@gmail.com>

Hi Miles:

You went on vacation and left garbage and food in your unit. Both the manager and the Pest Control company representative noted the poor sanitary condition of your unit. Rodents are attracted to smells of food and other garbage so you bear some responsibility for the mice coming into your unit. We have a monthly service that treats the exterior of the building with bait. If the garbage in your unit smells more appetizing to the mice than the bait in the traps, they will come into your unit.

No, based on those findings, I am not willing to move you to another of our buildings because I believe the same thing would happen.

I'm sorry.

Tracy Engelen  
Broker/President  
Syrus Properties, Inc.  
885 Olive Avenue, Suite C  
Novato, CA 94945  
Ph. 415-892-1679  
Fax 415-898-6598

-----Original Message-----

From: Miles Levin [<mailto:milesdlevin@gmail.com>]  
Sent: Saturday, January 12, 2019 5:08 PM  
To: Tracy Engelen <[tengelen@syrusproperties.com](mailto:tengelen@syrusproperties.com)>  
Subject: Re: Rat/Mice infestation

Dear Tracy,

Please read my previous message thoroughly. You did not address my request to be moved to a different Syrus building that does not suffer from mice/rats. Nor did you address my concerns over health implications. I am troubled by the fact that you responded only to my request for reimbursement.

You state that renter's insurance would have covered the damages. I've researched through various renters insurance providers, they all state firmly that renters insurance does not cover damage due to rodents, and that such damages are a landlord's maintenance issue.

Pest control came to set traps and maintenance covered a hole, but could not determine if it was the source. Rat poop has continued to surface. Pest control stated that without doubt, these are rats. I am not comfortable sleeping in my unit, though I continue to pay rent. Pest control says they have witnessed mice throughout the building on many occasions. Recently he's seen them in the neighboring unit.

California Civil Code 1941.1 states that by law you are required to maintain habitable living conditions. I stated that the carpet needs to be thoroughly, professionally cleaned and sanitized. I stated that my bed has been nested in and thoroughly destroyed. You did not so much as address this. I would hardly refer to that as habitable living conditions.

I have been nothing short of a model tenant. I've lived here since 2015. I have never been late on rent or caused any issues. I deserve better treatment and should certainly be offered the common courtesy that my landlord would fully respond to my concerns.

Reimburse me for the destroyed property, offer me choices in moving to another building, or I will be contacting the authorities.

Please reply promptly.

Miles

On Jan 1, 2019, at 1:16 PM, Maintenance <[maintenance@syprusproperties.com](mailto:maintenance@syprusproperties.com)> wrote:

Dear Miles:

We will not be reimbursing for any damages to your personal belongings. As per your Lease, that is why you are encouraged to purchase renters insurance.

Thank you,

Tracy Engelen  
Broker/President  
Syprus Properties, Inc.  
885 Olive Avenue, Suite C  
Novato, CA 94945  
Ph. 415-892-1679  
Fax 415-898-6598

-----Original Message-----

From: Miles Levin [<mailto:milesdlevin@gmail.com>]  
Sent: Tuesday, January 01, 2019 12:34 PM  
To: Maintenance <[maintenance@syprusproperties.com](mailto:maintenance@syprusproperties.com)>  
Cc: Tracy Engelen <[tengelen@syprusproperties.com](mailto:tengelen@syprusproperties.com)>  
Subject: Re: Rat/Mice infestation  
Importance: High

Dear Maintenance, Tracy,

Tracy, please note the previous email string below.

Upon upending the apartment to assess the damage caused by the rats/mice, I found that my mattress, memory foam, as well as every sheet and pad on my bed has been torn up, defecated on, peed on, and burrowed in. It is clear my bed is a nest. I have a chair with a hole in it, I've had to throw out shoes, and all clothes in my drawers were peed and defecated on. My TV remote was chewed to destruction. All of these items are destroyed and this is not a full list. I cannot sleep in there, and I want you to reimburse me for all of these damages. You need to have the complete carpet steam cleaned, because we cannot know the full

extent of where they have peed and traveled.

These conditions can be compromising to my health. I want to know what apartments in other facilities are available immediately. I have seen mice/rats running outside the building.

I also said in my earlier emails that I wanted to be told when you or pest control were coming. I was told that you would "follow up with me shortly". I did not so much as receive an email. Pest control, maintenance or both then came when I was not home. I need to be given adequate notice when they are coming. Both so that I can be involved, and at minimum be offered common courtesy.

There is likely an entrance behind the oven or under the sink. I also found a place where they have likely tried to burrow under one of the doors as well. I have extensive pictures of all the damage and points of interest I have discovered. I don't feel that only 3 traps will fix this problem.

Thank you for responding promptly,

Miles

On Jan 1, 2019, at 9:38 AM, Maintenance <[maintenance@syrusproperties.com](mailto:maintenance@syrusproperties.com)> wrote:

Good morning

I will get with the pest control people and see what is to take place next.

Thank you,

Melinda Lutz  
Maintenance Dispatch  
Syrus Properties, Inc.  
885 Olive Avenue, Suite C  
Novato, CA 94945  
415-892-1679  
415-898-6598 - Fax

-----Original Message-----

From: Miles Levin [<mailto:milesdlevin@gmail.com>]

Sent: Saturday, December 29, 2018 11:36 AM

To: Maintenance <[maintenance@syrusproperties.com](mailto:maintenance@syrusproperties.com)>  
Subject: Re: Mice infestation

Hello Melinda,

I contacted you about the mouse problem in my apartment Alpine number 23. It looks like the pest people showed up and set 3 traps. They also don't appear to have taken a look in my room which is where all of the mouse poop is, which is disappointing. I did not receive any note from them or anyone else stating what they did or what we need to do to prevent this problem. They did place a trap under the oven which is where I believe the hole may be, but it doesn't look like they did anything to look for or plug the area. I would like an assessment of the house for the mouse hole and for someone to plug it. The traps aren't going to stop the leak so to speak. I also did not get a call stating when the people would arrive, and they came when I wasn't home, which was not alright. I would have liked to have asked questions to learn what more needs to be done.

Please let me know how we move forward, Miles

On Dec 26, 2018, at 1:16 PM, Maintenance <[maintenance@syrusproperties.com](mailto:maintenance@syrusproperties.com)> wrote:

Good afternoon

I have received your email and am working on it. I will follow up with you shortly

Melinda Lutz  
Syrus Properties, Inc.  
885 Olive Avenue, Suite C  
Novato, CA 94945  
415-892-1679  
415-898-6598 - Fax

-----Original Message-----

From: Miles Levin [<mailto:milesdlevin@gmail.com>]  
Sent: Wednesday, December 26, 2018 11:19 AM  
To: [maintenance@syrusproperties.com](mailto:maintenance@syrusproperties.com)  
Subject: Mice infestation

Dear Maintenance,  
I live in Alpine 23 and I came home to find my room infested with

mouse poop. My bed, my chair, my carpet, my desk. I refuse to sleep in my room until this is fixed. Please send someone immediately and contact me to let me know when that person can come to eradicate the problem in that room and inspect the rest of the apartment.

I am speechless and uncomfortable in my own home.

Please respond immediately,  
Miles Levin

APN:180-310-004

CE19-0017

1851 Salem Avenue unit 23

CE Officer

Mark Maystrovich

January 29, 2019

# 1851 Salem Avenue unit 23



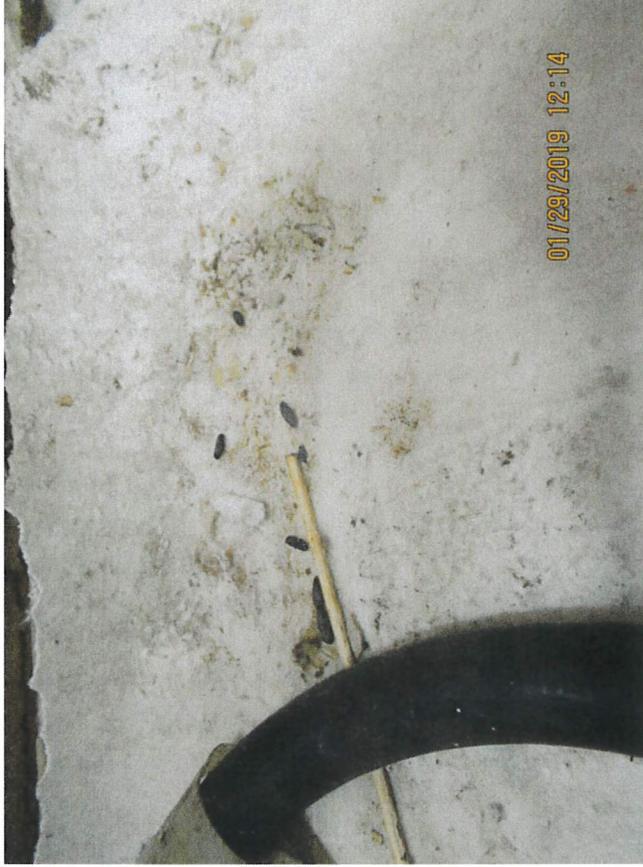
1851 Salem Avenue unit 23  
rodent traps in kitchen



1851 Salem Avenue unit 23  
kitchen



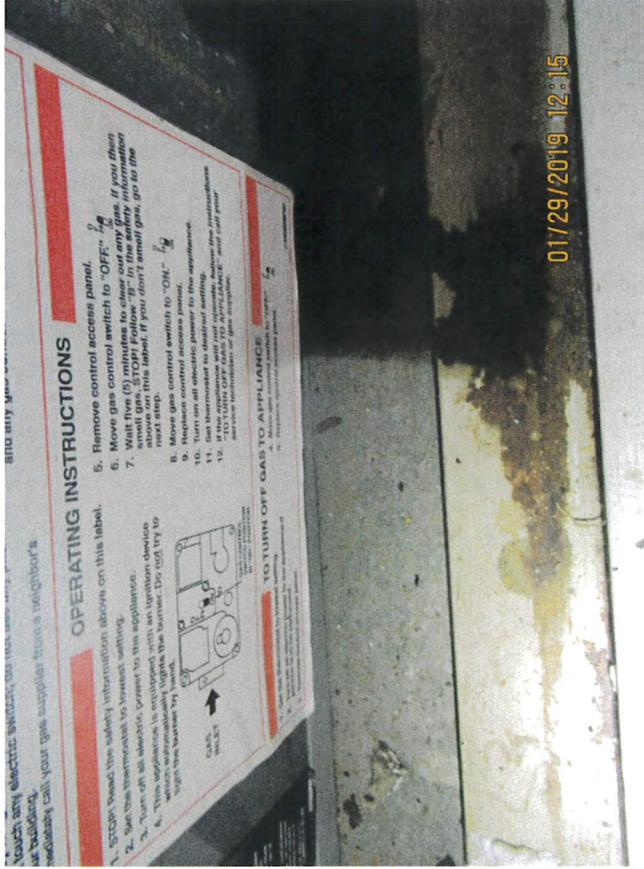
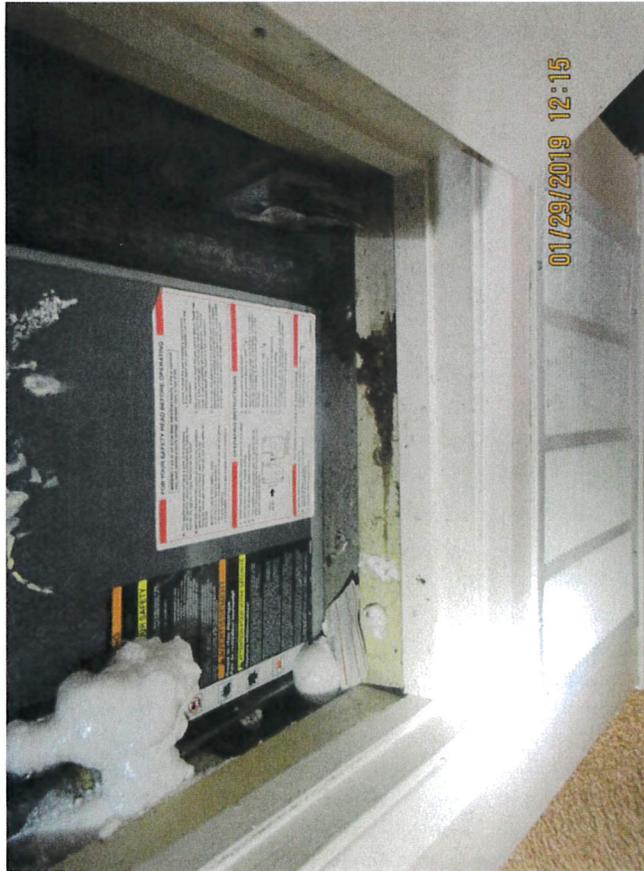
1851 Salem Avenue unit 23  
rodent fecal matter behind electric stove, rodent access  
point covered under kitchen sink



1851 Salem Avenue unit 23  
rodent fecal matter behind/ under kitchen cabinets



# 1851 Salem Avenue unit 23 rodent fecal matter in forced air heater closet



Touch any electric switch, gas valve, or other appliance in the vicinity of your gas supply from a neighbor's

**OPERATING INSTRUCTIONS**

1. STOP! Read the safety information above on this label.

2. Set the thermostat to heat to the appliance.

3. Turn off all electrical power to the appliance.

4. Turn on the gas control knob with an ignition device (such as a match or lighter) until the burner lights. Do NOT try to light the burner by hand.

5. Remove control access panel.

6. Move gas control switch to "OFF" .

7. Wait five (5) minutes before using any gas. If you then smell gas, STOP! Follow "B" in the safety information above on this label. If you don't smell gas, go to the next step.

8. Move gas control switch to "ON" .

9. Turn on all electrical power to the appliance.

10. Set thermostat to the desired temperature. Follow the instructions on the thermostat for its use.

11. Set thermostat to the desired temperature. Follow the instructions on the thermostat for its use.

12. TO TURN OFF GAS TO APPLIANCE

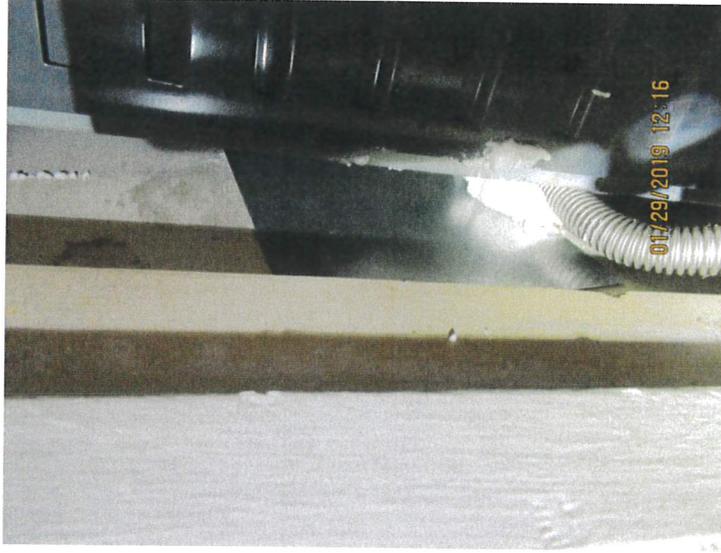
1. Turn the gas control knob to the "OFF" position.

2. Turn off the electrical power to the appliance.

3. Turn off the gas supply to the appliance.

# 1851 Salem Avenue unit 23

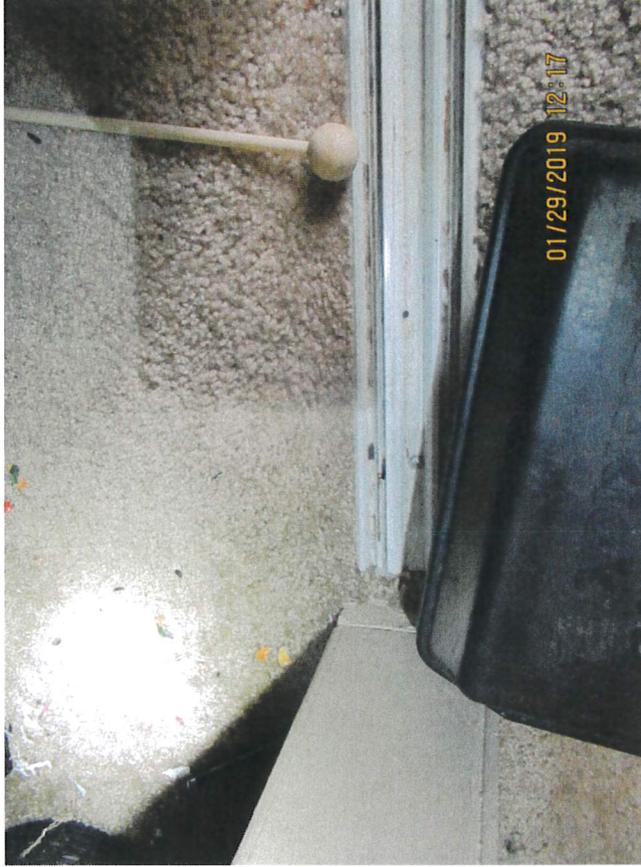
Rodent access points covered in forced air heater closet



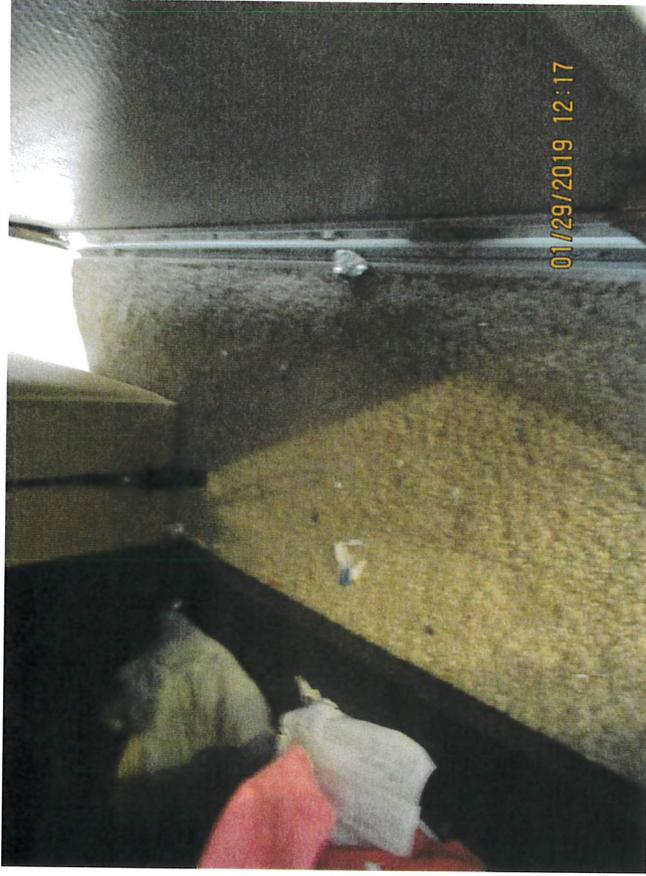
1851 Salem Avenue unit 23  
Rodent fecal matter in forced air heater closet,  
rodent bait boxes installed in bedroom



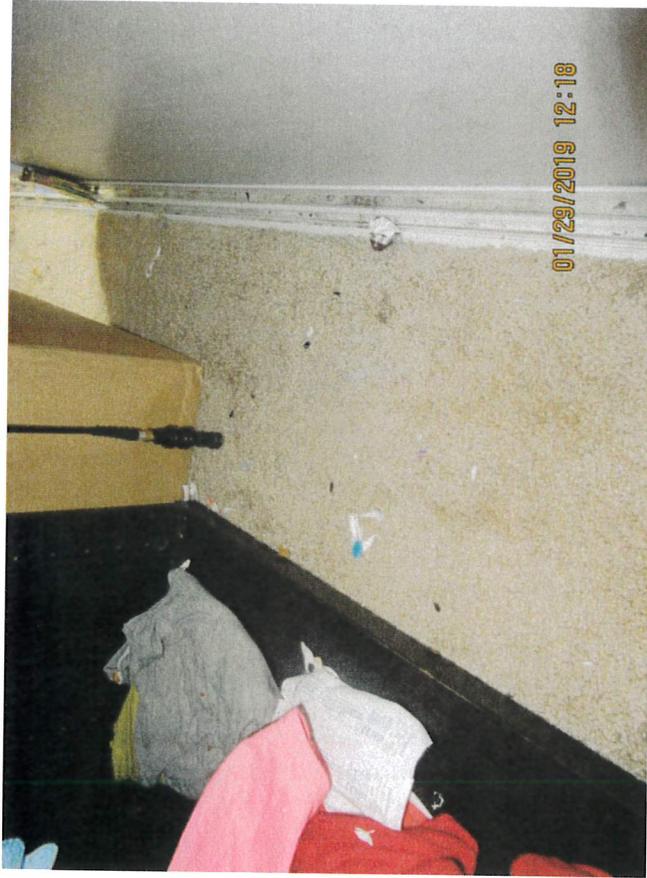
1851 Salem Avenue unit 23  
rodent fecal matter on floor in clothing closet in  
bedroom, rodent bait box



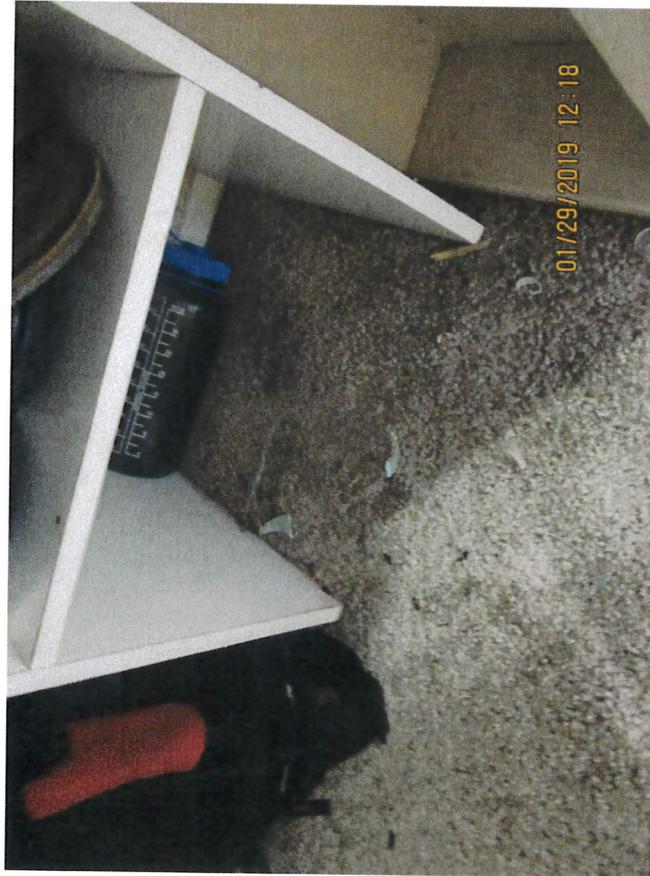
1851 Salem Avenue unit 23  
rodent fecal matter and shredded paper from rodents in  
bedroom closet



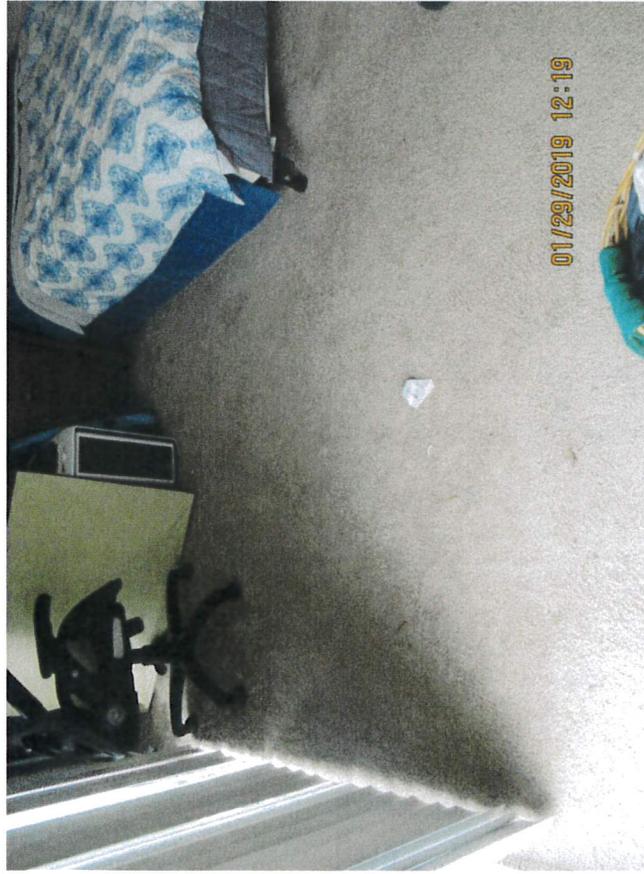
1851 Salem Avenue unit 23  
rodent fecal matter and shredded paper from rodents in  
bedroom closet



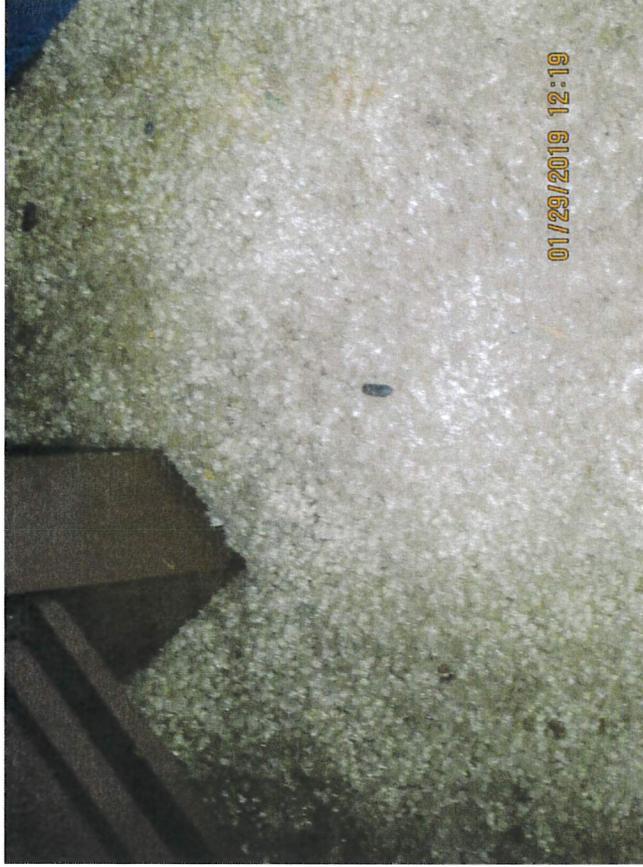
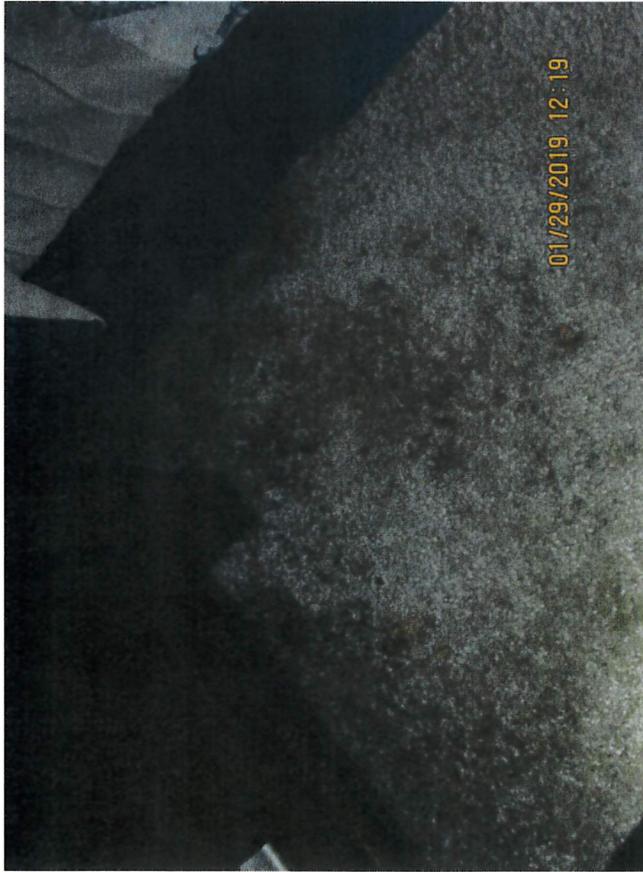
1851 Salem Avenue unit 23  
rodent fecal matter and shredded paper from  
rodents in bedroom closet



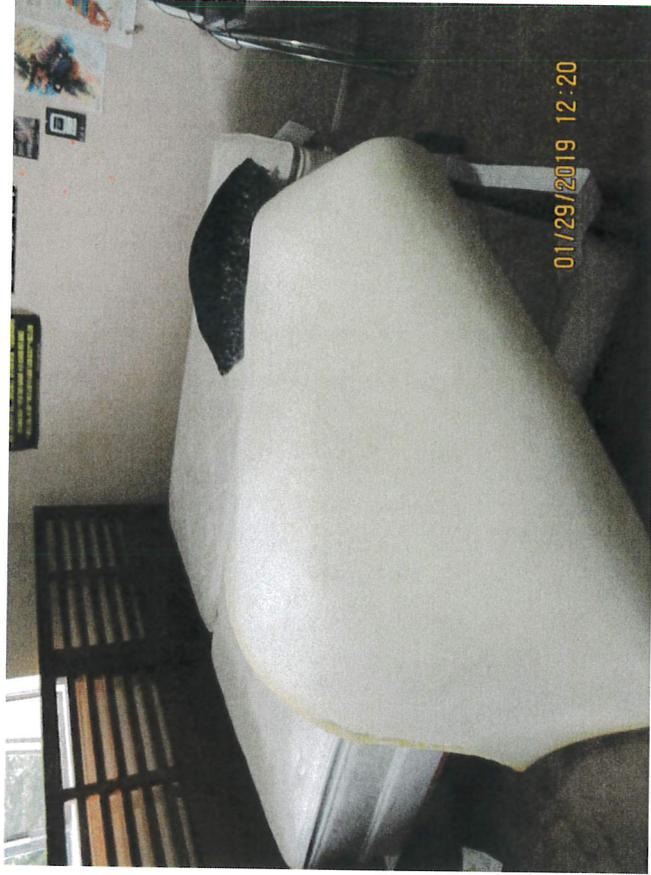
1851 Salem Avenue unit 23  
rodent fecal matter on bedroom floor



1851 Salem Avenue unit 23  
rodent fecal matter on bedroom floor



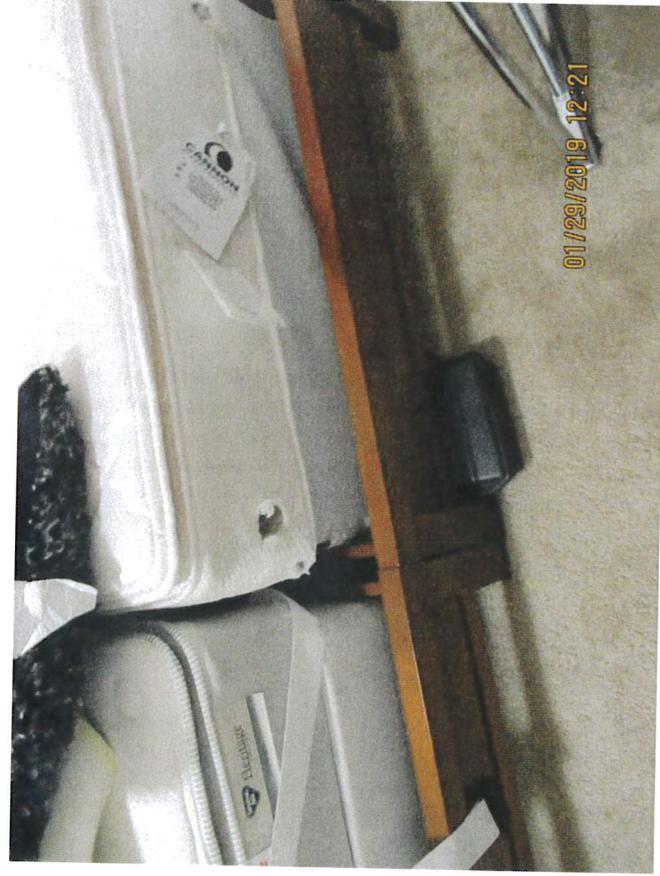
1851 Salem Avenue unit 23  
rodent fecal matter on bedroom floor



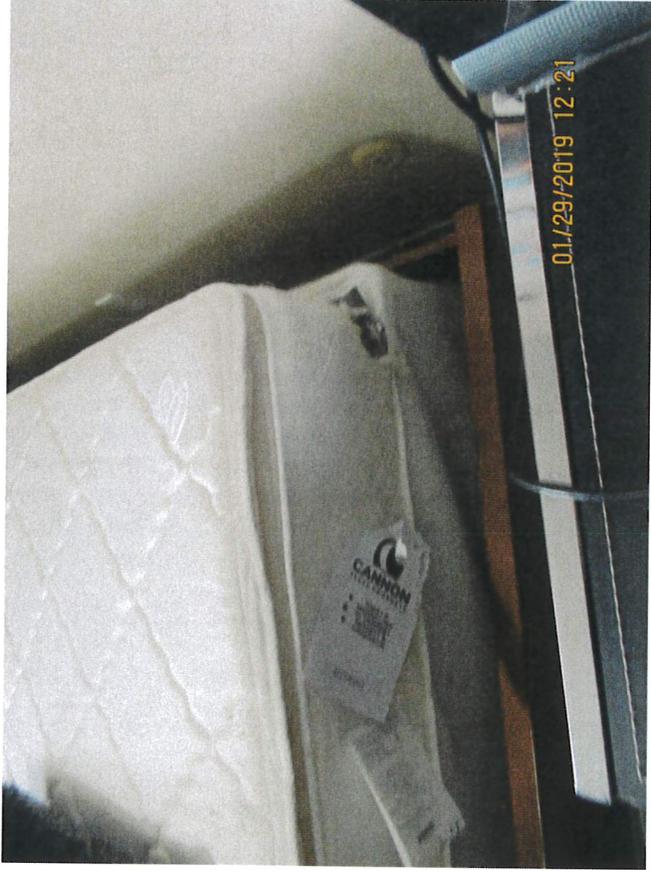
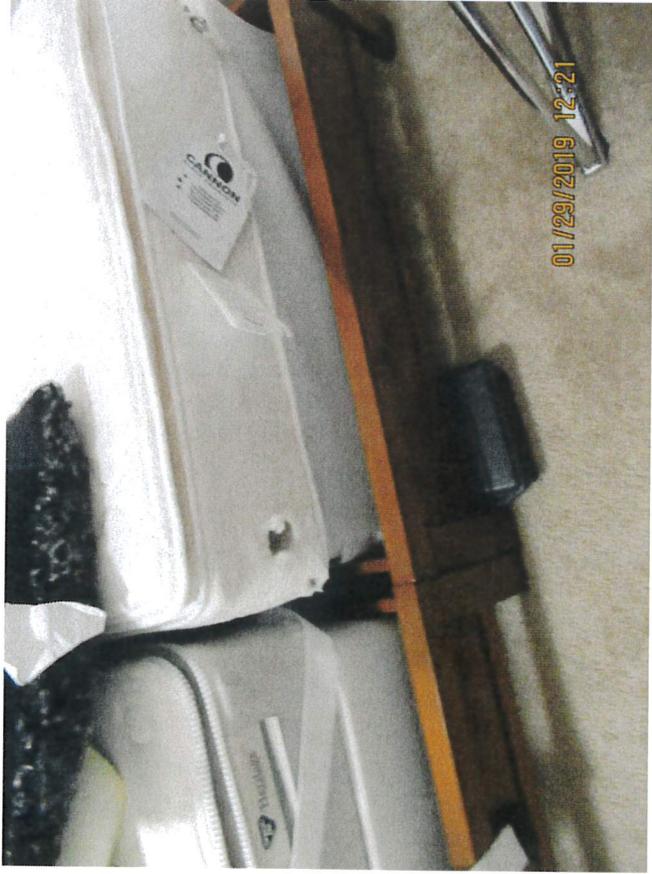
1851 Salem Avenue unit 23  
rodent bait boxes in bedroom 2



1851 Salem Avenue unit 23  
hole in mattress caused by rodent infestation  
bedroom 2



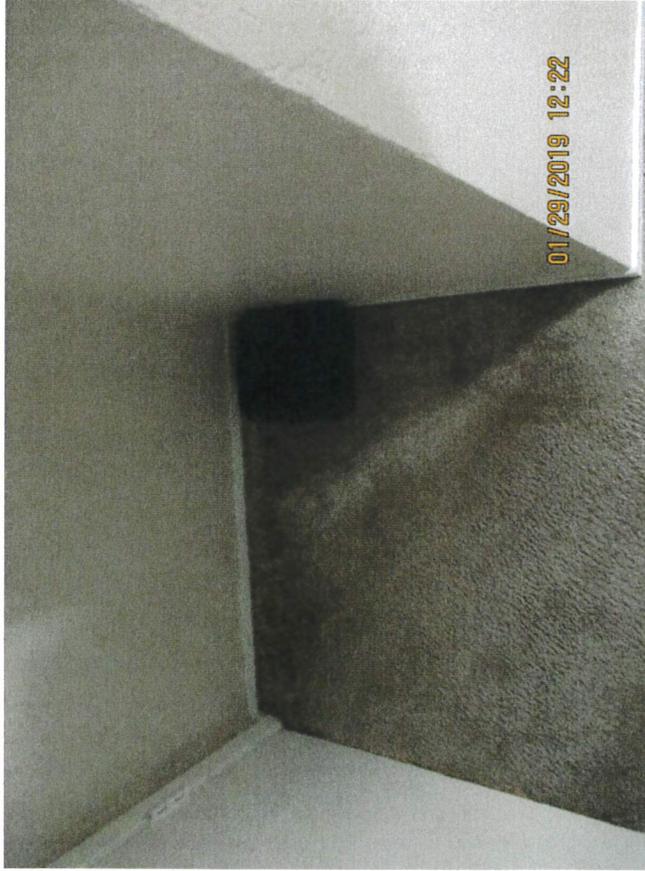
1851 Salem Avenue unit 23  
hole in mattress caused by rodent infestation  
bedroom 2



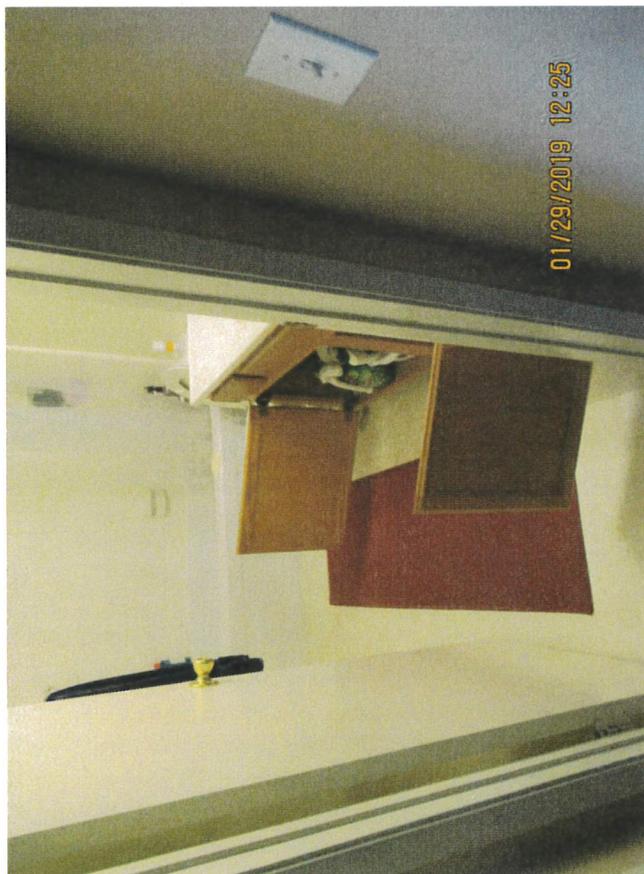
1851 Salem Avenue unit 23  
bait box installed, foam padding damaged caused  
by rodent infestation bedroom 2



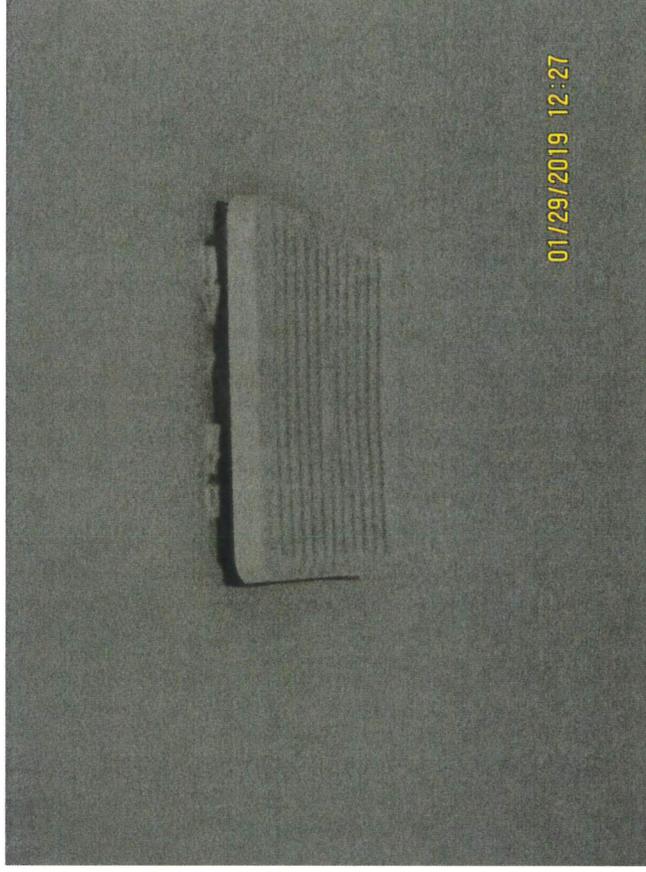
1851 Salem Avenue unit 23  
hole in mattress caused by rodent infestation, bait  
box bedroom 2



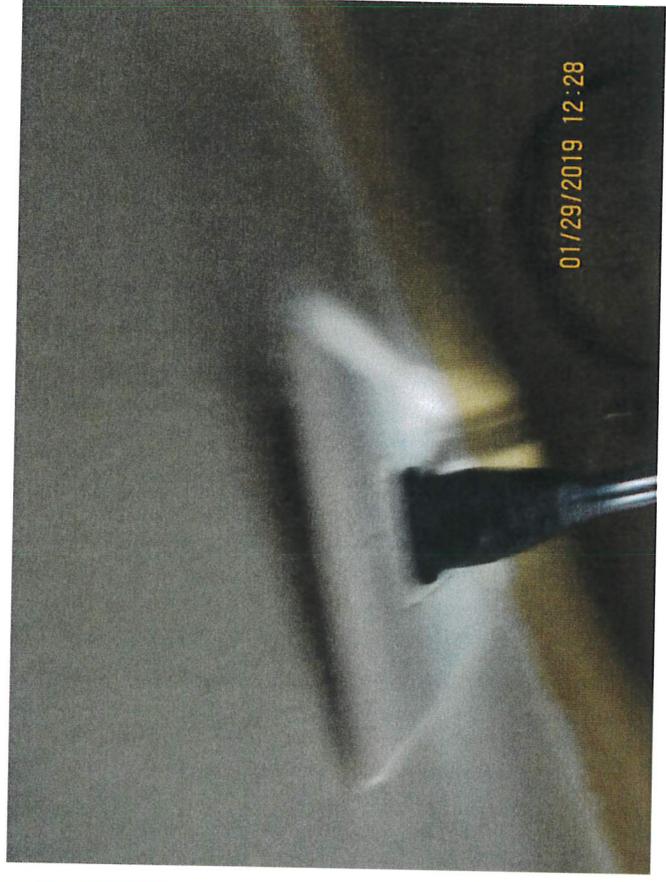
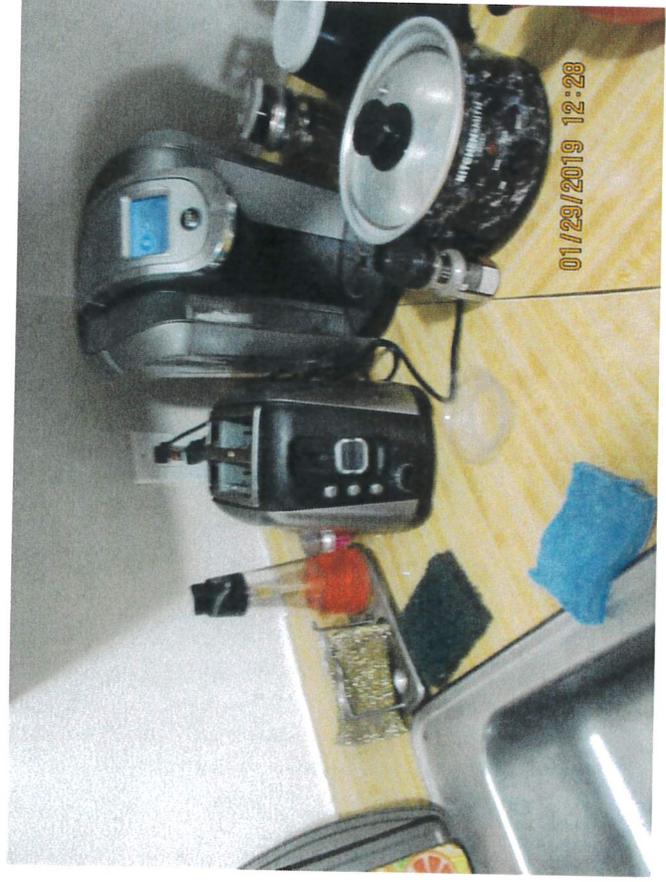
# 1851 Salem Avenue unit 23



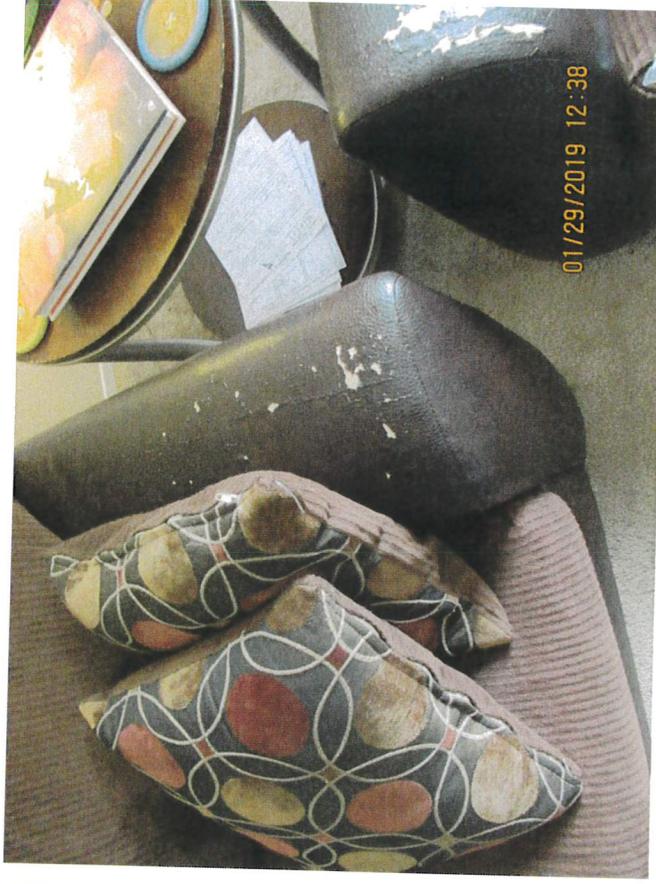
1851 Salem Avenue unit 23  
large rodent access point in bathroom under vanity sink,  
ceiling vent fan not properly secure to ceiling



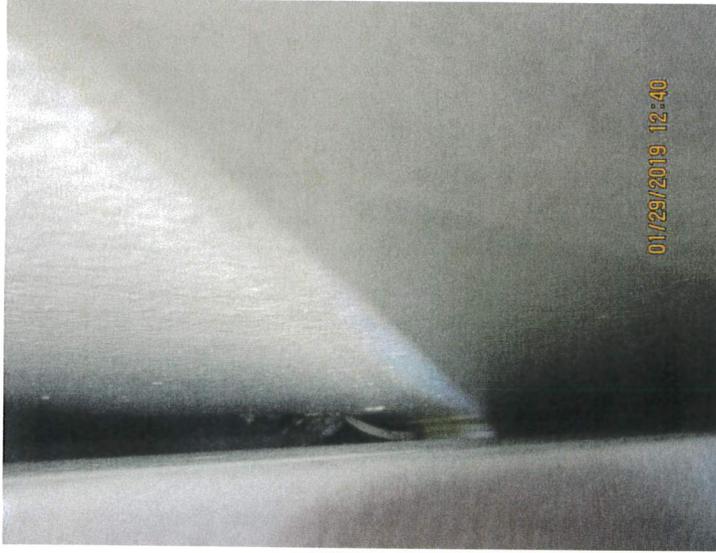
1851 Salem Avenue unit 23  
GFCI outlet in kitchen not securely fastened to the wall



1851 Salem Avenue unit 23  
possible rodent damage to furniture in living space  
area



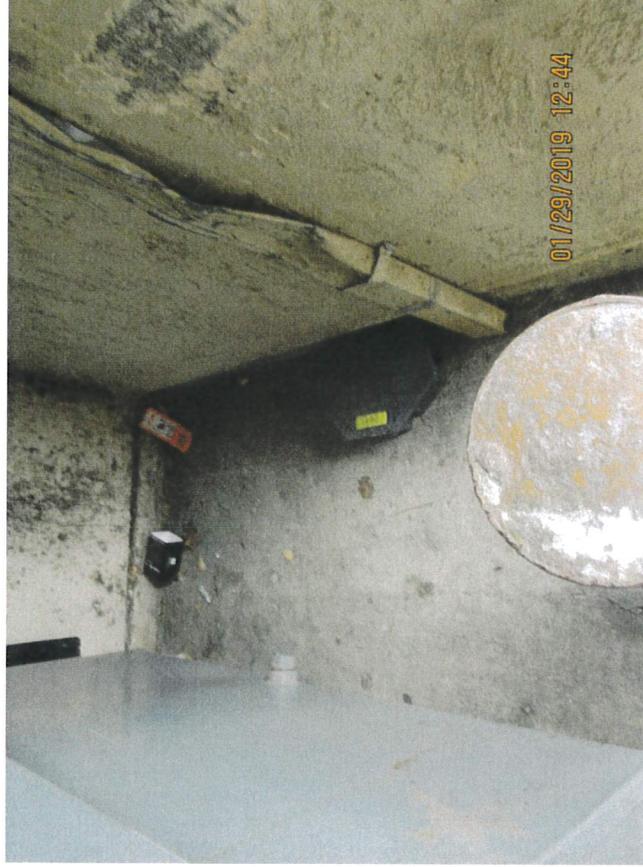
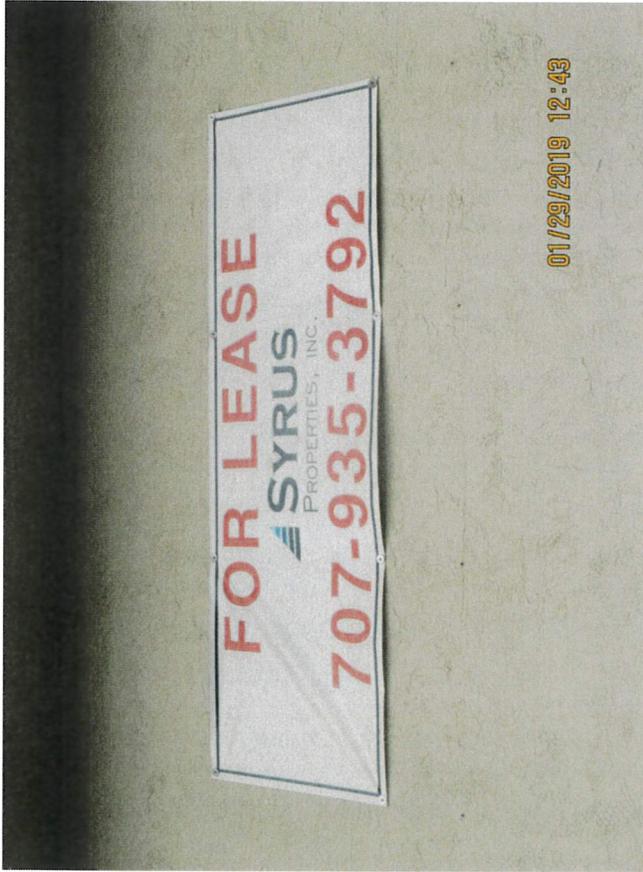
# 1851 Salem Avenue unit 23



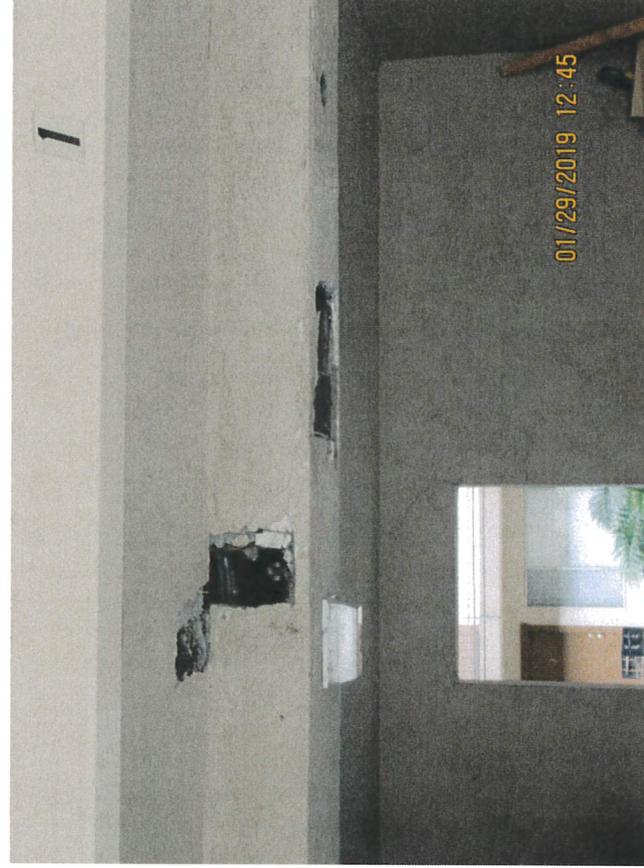
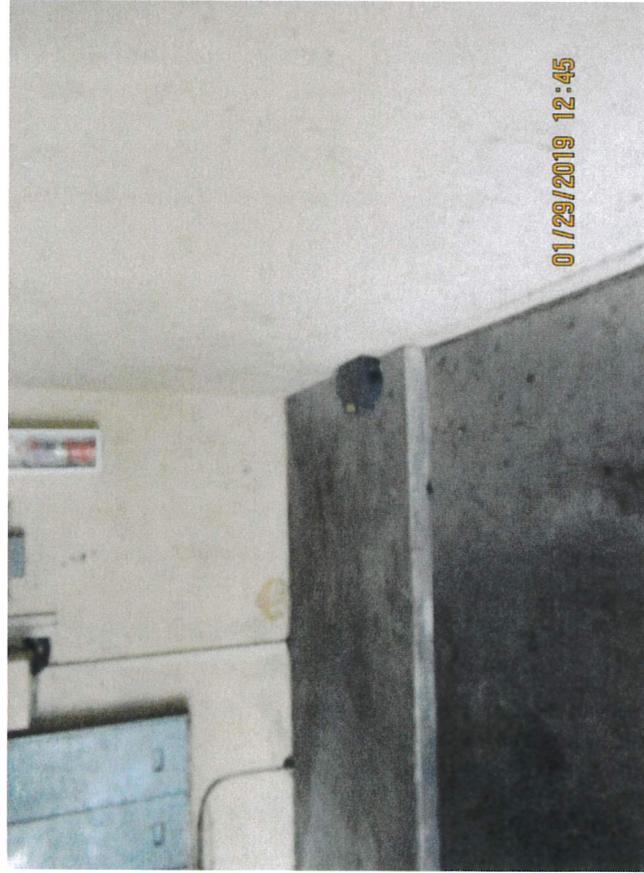
1851 Salem Avenue  
rodent bait boxes installed around the exterior



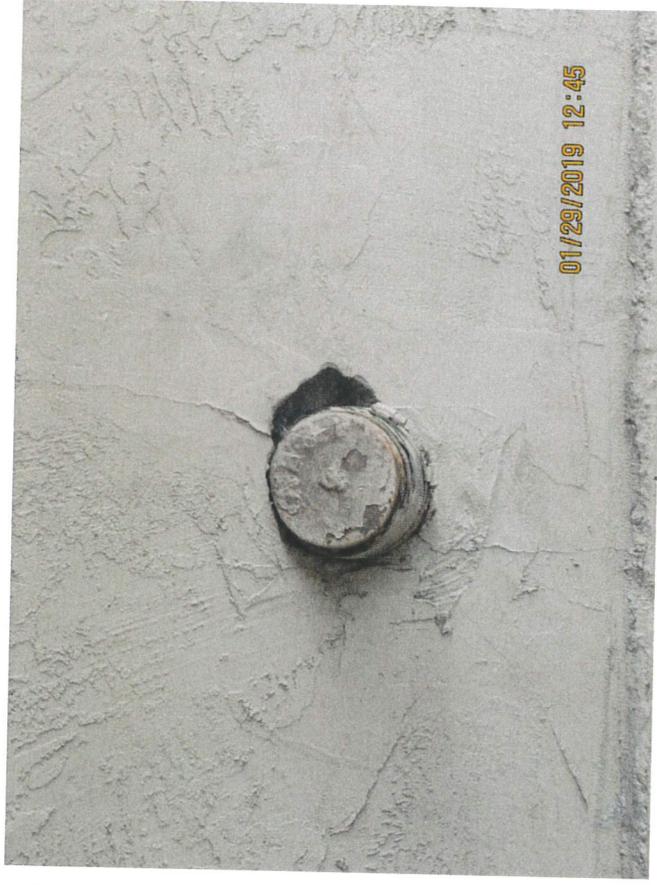
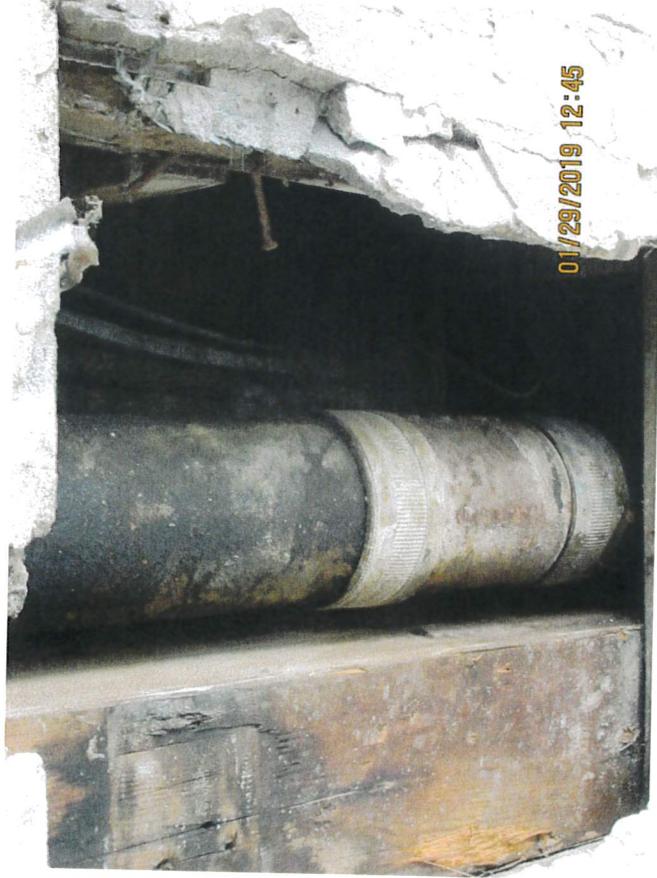
# 1851 Salem Avenue



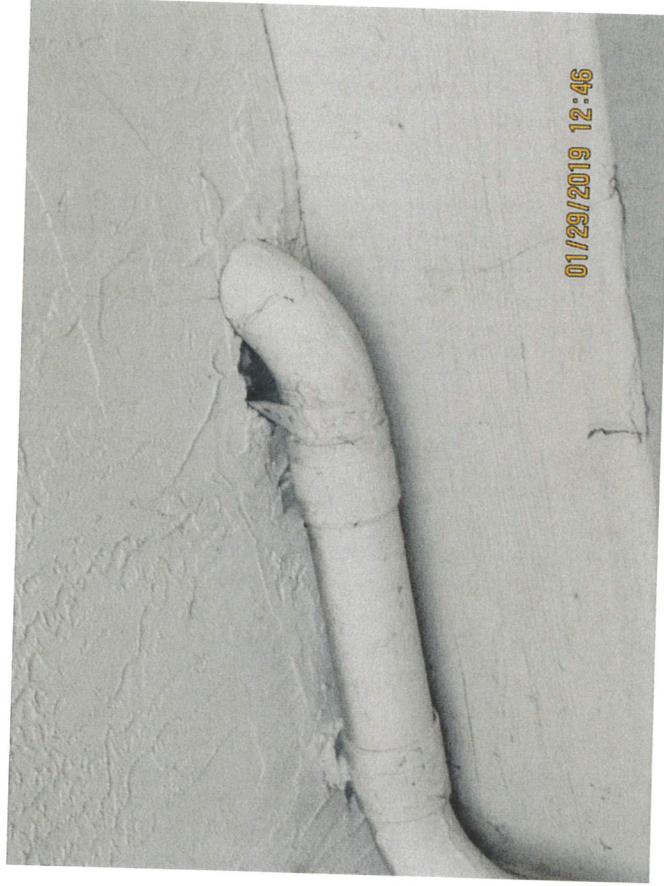
1851 Salem Avenue  
rodent bait boxes, holes in exterior walls and  
ceilings carport area allowing rodent access



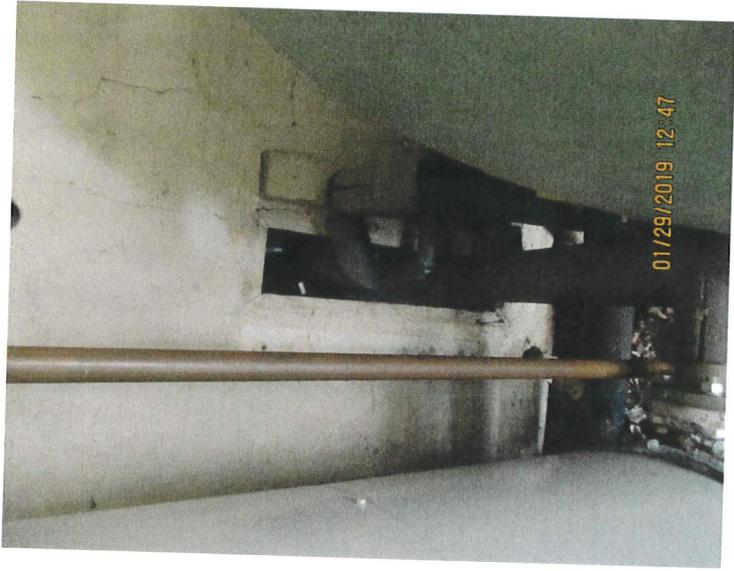
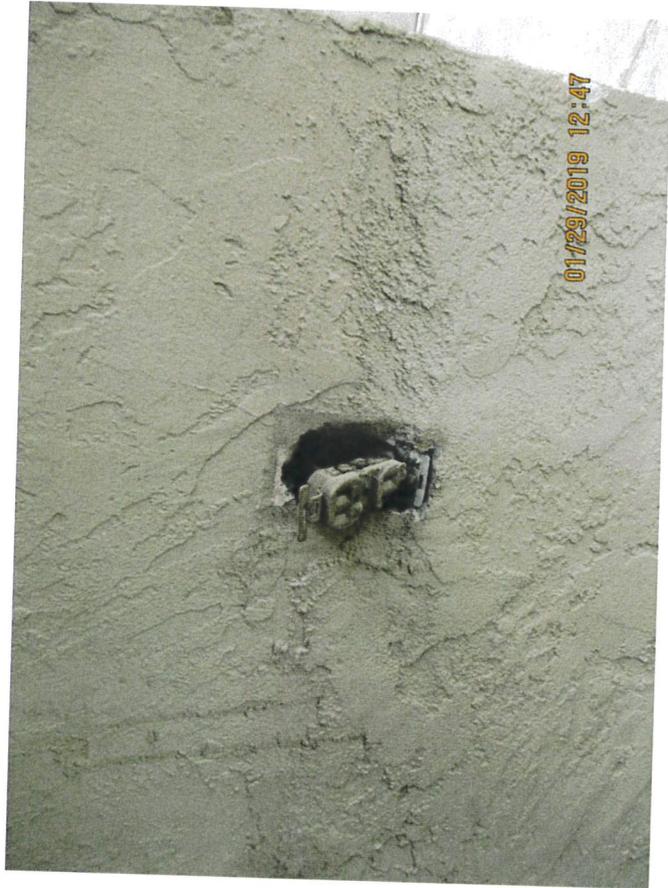
1851 Salem Avenue  
holes in exterior walls and ceilings carport area  
allowing rodent access



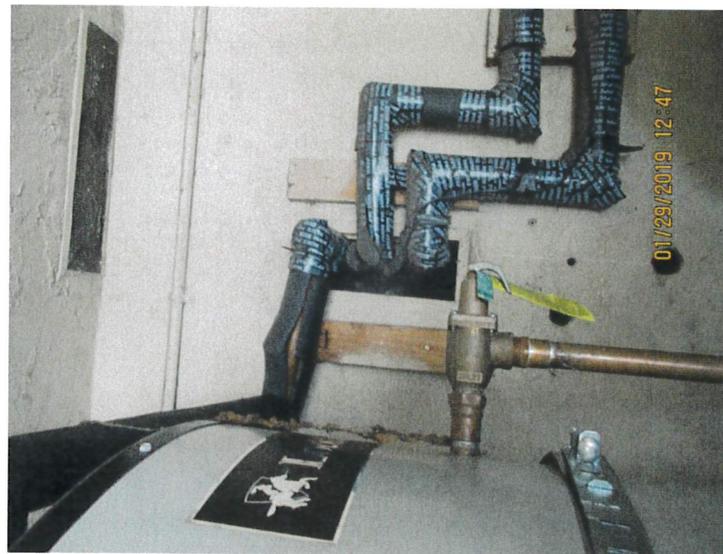
1851 Salem Avenue  
holes in exterior walls and ceilings carport area  
allowing rodent access



1851 Salem Avenue  
hazardous electrical outlet in carport area



# 1851 Salem Avenue



1851 Salem Avenue



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**From:** Maystrovich, Mark  
**Sent:** Wednesday, January 30, 2019 5:41 PM  
**To:** tengelen@syrusproperties.com  
**Cc:** Abel, Adam  
**Subject:** 1851 Salem Avenue unit 23 notice and order notice to vacate  
**Attachments:** administrator@srcity.org\_20190130\_182221.pdf

Mrs. Engelen

Please read the notice to vacate carefully. I will next be sending you a notice of violation regarding unit 23 with a consent to inspect all units  
Mark

**Mark Maystrovich | Building Inspector/Senior Code Enforcement Officer/NRP**

City of Santa Rosa, Housing and Community Services | 90 Santa Rosa Ave | Santa Rosa, CA 95404  
Tel. (707) 543-3268 | Fax (707) 543-4315 | mmaystrovich@srcity.org





**NOTICE AND ORDER  
NOTICE TO VACATE**

**1851 SALEM AVENUE, UNIT 23  
SANTA ROSA, CA 95401**

January 30, 2019

**CERTIFIED MAIL, Return Receipt Requested**

**Fereidoon Hashemi Tr &  
Sohi Rouholamin Hashemi Tr  
885 Olive Avenue, Suite C  
Novato, CA 94945**

**Tenant  
1851 Salem Avenue, Unit 23  
Santa Rosa, CA 95401**

NOTICE AND ORDER LEGAL PROPERTY DESCRIPTION: DOC. NO. 2017016184

LEGAL OWNER OF RECORD: **Fereidoon Hashemi Tr &  
Sohi Rouholamin Hashemi Tr**

LEGAL ADDRESS: **1851 Salem Avenue  
Santa Rosa, CA 95401**

ASSESSOR PARCEL NUMBER: 180-310-004

CITY ZONING DESIGNATION: PD 0022

CASE NO: CE19-0017

CODE OFFICER: MXM

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. SRCC Sec. 18-20.301.2 Responsibility – Owner of the premises has failed to maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter.
2. SRCC Sec. 18-20.309.1 Pest Elimination – Failure to keep all structures free from rodent infestation.
3. SRCC Sec. 18-20.704.2 Smoke Alarms - Failure to supply and maintain smoke detectors.

100 Santa Rosa Avenue, Room 3 • Santa Rosa, California 95404

Phone: (707) 543-3198 • Fax: (707) 543-4135

[www.srcity.org](http://www.srcity.org)

The dwelling unit at **1851 Salem Avenue, Unit 23** was inspected by Code Enforcement Officer, Mark Maystrovich on January 29, 2019. 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**

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 1851 Salem Avenue, Unit 23 immediately, and to keep it vacated until all required permits are obtained, necessary repairs have been completed and inspections, to verify compliance, are performed.**

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 based on visual observations that the responsible party has failed to maintain the structure adequately and 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 **1851 Salem Avenue, Unit 23** 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

\_\_\_\_\_  
1-30-19

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 January 30, 2019, I served the attached:

**NOTICE AND ORDER TO VACATE**

**for**

**1851 SALEM AVENUE, UNIT 23  
SANTA ROSA, CA 95401**

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

**Fereidoon Hashemi Tr &  
Sohi Rouholamin Hashemi Tr  
885 Olive Avenue, Suite C  
Novato, CA 94945**

**Tenant  
1851 Salem Avenue, Unit 23  
Santa Rosa, CA 95401**

[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 January 30, 2019, Santa Rosa, California.

Joseph Moody  
(Type or print name)

  
(Signature)

**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.

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**Fereidoon Hashemi Tr &  
Sohi Rouholamin Hashemi Tr  
885 Olive Avenue, Suite C  
Novato, CA 94945**

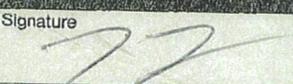
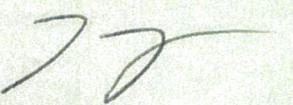
[X] (BY ELECTRONIC MAIL) I caused the said document(s) to be transmitted via electronic mail. The transmission was reported as complete and without error, and a copy of the sent electronic mail is attached thereto.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 30, 2019, Santa Rosa, California.

mark maystovich  
(Type or print name)

  
(Signature)

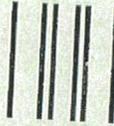
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>ENGELON</u> C. Date of Delivery <u>2/4/19</u></p>														
<p>1. Article Addressed to:</p> <p><b>Fereidoon Hashemi Tr &amp; Sohi Rouholamin Hashemi Tr 885 Olive Avenue, Suite C Novato, CA 94945</b></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>														
 9590 9402 3898 8060 8109 55	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Registered Mail (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Registered Mail (over \$500)	
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<p>2. Article Number (Transfer from service label)</p> <p>7016 0910 0001 2045 7584</p>															
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt														

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <u>2-4-19</u></p>												
<p>Tenant</p> <p><b>1851 Salem Avenue, Unit 23 Santa Rosa, CA 95401</b></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> 												
 9590 9402 3898 8060 8109 62	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery		<input type="checkbox"/> Collect on Delivery Restricted Delivery	
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<p>2. Article Number (Transfer from service label)</p> <p>7016 0910 0001 2045 7577</p>													
PS Form 3811, July 2015 PSN 7530-02-000-9053													

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City of Santa Rosa  
Housing and Community Services  
Code Enforcement  
90 Santa Rosa Avenue  
Santa Rosa, CA 95404

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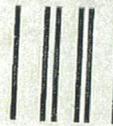
FEB 06 2019

CITY OF SANTA ROSA  
PARKING

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City of Santa Rosa  
Housing and Community Services  
Code Enforcement  
90 Santa Rosa Avenue  
Santa Rosa, CA 95404

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MEX  
CEM-0017

FEB 06 2019

CITY OF SANTA ROSA  
PARKING

1 Vincent J. DeMartini  
2 DeMartini & Walker LLP  
3 175 N. Redwood Dr., Ste. 250  
4 San Rafael, CA 94903  
5 Telephone: (415) 472-7880  
6 Facsimile: (415) 472-7950

City of Santa Rosa

FEB 11 2019

Planning & Economic  
Development Department

7 Attorney for Appellant, Tracy Engelen, Syrus Properties, Inc., Property Manager and  
8 Representative of Property Owners, Fereidoon Hashemi & Sohi Rouholamin, Trustees

BEFORE THE BOARD OF APPEALS

OF THE CITY OF SANTA ROSA

9  
10 APPEAL OF TRACY ENEGLEN, SYRUS  
11 PROPERTIES, INC. as Property Manager and  
12 Representative of Property Owners, Fereidoon  
13 Hashemi and Sohi Rouholamin, Hashemi,  
14 Trustees of the Hashemi Family Trust,

Appellant

Case No. CE19-0017

APPEAL OF A PORTION OF THE NOTICE  
AND ORDER NOTICE TO VACATE FOR  
THE PROPERTY LOCATED AT 1851  
SALEM AVENUE, UNIT 23, SANTA ROSA,  
CA 95401

Date:  
Time:

18  
19 **I. FACTUAL BACKGROUND**

20 The instant appeal is as to a portion of the Notice and Order Notice to Vacate (hereinafter  
21 the "Notice and Order") issued by the City of Santa Rosa Department of Housing and  
22 Community Services on January 30, 2019, in Case No. CE19-0017, in regards to the real  
23 property located at 1851 Salem Avenue, Unit 23, Santa Rosa, CA 95401, A.P.N. 180-310-004  
24 (hereinafter the "Subject Property"). This appeal is being filed by Tracy Engelen, President of  
25 Syrus Properties, Inc. as Property Manager for and representative of the Subject Property  
26 Owners, Fereidoon Hashemi and Sohi Rouholamin Hashemi. Trustees of the Hashemi Family  
27

28 APPEAL OF A PORTION OF THE NOTICE AND ORDER NOTICE TO VACATE FOR THE PROPERTY  
LOCATED AT 1851 SALEM AVENUE, UNIT 23, SANTA ROSA, CA 95401 - 1

1 Trust. The portion of the City of Santa Rosa Housing & Community Services Department's  
2 Notice and Order that Appellant is appealing is that portion of the Notice and Order requiring the  
3 property owner to pay relocation expenses to the tenant of the Subject Property (Unit 23), Miles  
4 Levin (hereinafter the "Tenant"). Appellant, as representative of the Subject Property Owners is  
5 filing this appeal to challenge this portion of the Notice and Order as a result of the fact that it  
6 was the Tenant's actions in failing to maintain the premises in a clean and sanitary condition and  
7 creating an attractive nuisance which resulted in the rodent intrusion into the premises. (See  
8 Declaration of Tracy Engelen herein below.)  
9  
10

11 **II. LEGAL ARGUMENT**

12 As will be set forth in more detail below, it is Appellant's position the conditions that caused  
13 the unit to be declared uninhabitable (the rodent infestation) was a direct result of the tenant's  
14 actions in failing to maintain the unit in a clean and sanitary manner thereby creating an  
15 attractive nuisance and resulting in the rodent infestation. Appellant is informed and believes  
16 that the rodent infestation occurred as a result of the Tenant leaving for the Christmas vacation  
17 and leaving bags of trash, food containers and spoiled food throughout the interior of the  
18 premises. These conditions were observed by the on site manager of the Subject Property and  
19 the pest control company employee who was called into address the rodent problem after  
20 notification by the Tenant of the problem to the property manager, Syrus Properties, Inc. upon  
21 his return from the Christmas holiday. In addition, after notification by the tenant, the property  
22 management company immediately contacted the pest control company that routinely serviced  
23 the Subject Property and attempted to resolve the problem but the property manager and the pest  
24 control company were hindered in their attempts to resolve the problem by the Tenant's actions  
25 in failing to allow access to the unit by the pest control company and failing to communicate  
26  
27  
28

1 with the property manager and the pest control company when they requested access to resolve  
2 the problem.

3 Pursuant to California Health & Safety Code § 17975.4(a):  
4

5 *“No relocation benefits pursuant to this article shall be payable to any tenant who has*  
6 *caused or substantially contributed to the condition giving rise to the order to vacate, as*  
7 *determined by the local enforcement agency, nor shall any relocation benefits be payable to*  
8 *a tenant if any guest or invitee of the tenant has caused or substantially contributed to the*  
9 *condition giving rise to the order to vacate, as determined by the local enforcement agency.*  
10 The local enforcement agency shall make the determination whether a tenant, tenant’s guest,  
11 or invitee caused or substantially contributed to the condition, giving rise to the order to  
12 vacate at the same time that the order to vacate the tenant is made.” (Emphasis added.)

10 **III. DECLARATION OF TRACY ENGELEN, PRESIDENT OF SYRUS**  
11 **PROPERTIES, PROPERTY MANAGER AND REPRESENTATIVE OF THE**  
12 **SUBJECT PROPERTY OWNERS**

13 1. I, Tracy Engelen, am the President of Syrus Properties, Inc., the Property Manager for the  
14 Subject Property and the Representative of the Subject Property Owners and I make the  
15 following declaration under penalty of perjury in those capacities.

16 2. I have personal knowledge of the following and if called to testify could and would  
17 competently testify that:

18 a. As the property manager for the Subject Property I routinely oversee the  
19 management of the Subject Property, collect rents from the tenants of the Subject  
20 Property, pay bills relating to the repair and maintenance of the Subject Property  
21 and oversee the staff at Syrus Properties, Inc. who field e-mails and telephone calls  
22 from tenants regarding necessary repairs at the Subject Property.

23 b. Based upon my responsibilities as the property manager of the Subject Property I  
24 am aware that the owners of the Subject Property have a maintenance contract with  
25 Bay Counties Pest Control, Inc. to provide monthly pest control services at the  
26  
27

1 Subject Property. Bay Counties Pest Control, Inc. regularly sets traps and bait  
2 around the Subject Property to prevent rodent intrusions into the interior of the  
3 Subject Property.  
4

5 3. As to the information set forth below I am informed and believe and based upon that  
6 information and believe declare that:

7 a. On December 26, 2018, my office staff received an e-Mail from Miles Levin, the  
8 tenant at the Subject Property, advising that upon his return home he found his  
9 bedroom infested with mouse poop and my staff responded to the e-Mail and made  
10 arrangements for Bay County Pest Control, Inc. to respond to the problem.  
11

12 b. The following day, December 27, 2018, an employee of Bay County Pest Control,  
13 Inc. ("Doug") together with the on-site manager arrived at the Subject Property to  
14 address the problem.  
15

16 c. When the employee of Bay County Pest Control, Inc. and the on-site manager  
17 arrived at the Subject Property, they both observed bags of trash, food containers  
18 and spoiled food strewn about the unit. Doug from Bay County Pest Control, Inc.  
19 advised the tenant that he should do a thorough clean-up of the property. Doug also  
20 advised the on-site manger that he believed that the trash and spoiled food was what  
21 attracted the rodents into the unit.  
22

23 d. After setting traps and advising the on-site manager of an opening into the unit that  
24 needed to be repaired, Doug set a follow up appointment with the Tenant to return  
25 on January 4, 2019.

26 e. On January 2, 2019, an employee of Syrus Properties, Inc. e-Mailed the Tenant  
27 advising him that they would send someone to repair the opening.  
28

APPEAL OF A PORTION OF THE NOTICE AND ORDER NOTICE TO VACATE FOR THE PROPERTY  
LOCATED AT 1851 SALEM AVENUE, UNIT 23, SANTA ROSA, CA 95401 - 4

- 1 f. On January 3, 2019, an employee of Bay Pest Control, Inc. called the Tenant to  
2 confirm the appointment for the next day and the Tenant advised there had been no  
3 new droppings.  
4
- 5 g. On January 4, 2019, an employee of Bay Pest Control, Inc. did a follow up visit  
6 and checked the traps, which were empty and was advised by the Tenant that he  
7 had not seen or heard any new signs of activity so the traps were pulled.  
8
- 9 h. On January 5, 2019, the Tenant texted Doug and advised that there were new  
10 droppings. Doug told the tenant that he would need Syrus Properties approval to  
11 enter the unit in the Tenant's absence and that he could come on Monday the 7<sup>th</sup>  
12 between 10-12 or Tuesday the 8<sup>th</sup>. The Tenant said that he would e-Mail Syrus  
13 Properties.  
14
- 15 i. Neither Doug nor Bay Pest Control, Inc. heard back from the Tenant on Monday  
16 the 7<sup>th</sup>. The tenant subsequently texted Doug that he could be home on Tuesday to  
17 let Doug in so an appointment was scheduled and confirmed.  
18
- 19 j. On January 8, 2018, Doug arrived the appointment and the Tenant advised that  
20 there was no new activity or droppings so Doug left traps with him as a precaution  
21 and told him that he check them and pick them up when they did their monthly  
22 service in February.  
23
- 24 k. Within an hour of Doug's leaving on January 8, 2019, the Tenant texted Doug and  
25 advised there were new droppings in the bedroom and Doug scheduled another  
26 appointment for Friday January 11<sup>th</sup>.  
27
- 28 l. On January 10<sup>th</sup> Doug texted the tenant to confirm the appointment for the next day,  
the Tenant responded that there were new dropping and Doug advised him to turn

1 over the living room and bedroom furniture to check for activity or harborage areas,  
2 check the closets, etc. Within an hour of that communication the Tenant cancelled  
3 the appointment for the 11<sup>th</sup>.  
4

5 m. On January 15, 2019, the Tenant texted Doug and advised that there were new  
6 droppings and the traps were empty. An appointment was scheduled for Friday  
7 January 18<sup>th</sup>.  
8

9 n. On January 18<sup>th</sup> Doug arrived at the scheduled appointment time and discovered  
10 that the rodent had been using the box spring for nesting material and appeared to  
11 be living behind the kitchen cabinets and set 10 traps.

12 o. On January 23<sup>rd</sup> Doug reached out to the Tenant for an update but did not hear back  
13 from him until the next day. In that communication the Tenant indicated that he  
14 had started a new job and had not been home in a few days and that he would give  
15 Doug an update later that day. Doug did not hear back from him as promised.  
16

17 p. On January 30<sup>th</sup>, having heard nothing further from the Tenant, Doug reached out  
18 to the Tenant again. The Tenant advised Doug that he had not gotten back to him  
19 because he was waiting to meet with the Health Inspector.  
20

21 4. Based upon the foregoing the rodent infestation in the Subject Property was initially caused  
22 by the Tenant's failing to maintain the unit in a clean and sanitary condition by leaving  
23 trash, food containers and spoiled food throughout the unit while away for the Christmas  
24 holiday and the Tenant exacerbated the problem by failing to promptly allow access to the  
25 unit or provide information to the pest control company.  
26

27 I declare under penalty of perjury that the foregoing is true and correct and/or based upon  
28 information and belief and on that basis believed to be true.

APPEAL OF A PORTION OF THE NOTICE AND ORDER NOTICE TO VACATE FOR THE PROPERTY  
LOCATED AT 1851 SALEM AVENUE, UNIT 23, SANTA ROSA, CA 95401 - 6

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Date: 2/7/18, 2019

  
Tracy Engelen, President  
Syrus Properties, Inc.

**IV. CONCLUSION**

Based upon the foregoing facts and authority, Appellant respectfully requests that the Board of Appeals overturn that portion of the Notice and Order requiring the Subject Property Owners to pay relocation expenses to the Tenant.

Respectfully Submitted,

Date: 2/7/18, 2019

DeMartini & Walker LLP  
  
Vincent J. DeMartini  
Attorney for Appellant



Housing and Community Services  
 100 Santa Rosa Avenue Room 3  
 Santa Rosa, CA 95404  
 (707) 543-3198 Fax (707) 543-4315

PAYMENT RECEIPT: 166754  
 CASHIER: LMC  
 DATE: 02/20/2019

## Receipt

### Record Information

Record Number	Record Name	Site Address	APN
CE19-0017	HRS - Substandard Residential	1851 SALEM AVE 23	180310004

### Fee Information

Description	Account Code	Invoice#	Amount
Code Enforcement Appeal	001100-4828	142124	\$680.00
<b>Total Fee Amount:</b>			<b>\$680.00</b>

### Payment Information

Method	Reference No	Comments	Transaction Amount
Check	011422		\$680.00
<b>Payer</b>			
DeMartini & Walker LLP Cost Account			<b>Total Amount:</b> \$680.00



July 10, 2019

Fereidoon & Sohi Rouholamin Hashemi  
885 Olive Avenue Suite C  
Novato, CA 94945

### CONSENT TO INSPECT

APN: 180-310-004

ZONE: PD 0022

FILE NO. CE19-0017

The Deputy Code Official for the City of Santa Rosa, or his duly authorized representative, hereby requests your consent to inspect, **within ten (10) days** of the date of this letter, the interior and exterior of the property located at 1851 Salem Avenue #23 for a compliance inspection.

If your consent is provided, please sign below, provide a daytime telephone number where you can be contacted to arrange an inspection, and mail to:

Mark Maystrovich  
Senior Code Enforcement Officer  
City of Santa Rosa  
90 Santa Rosa Avenue  
Housing and Community Services  
Santa Rosa, CA 95404

Date

7-10-19

  
Deputy Code Official or  
Duly Authorized Representative  
Phone Number: (707) 543-3268

OWNER OF RECORD/TENANT HEREBY CONSENTS TO AN ONSITE INSPECTION BY THE CODE ENFORCEMENT DIVISION

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Owner of record shall arrange with tenants for an onsite inspection at: 1851 Salem Avenue #23

*Failure to authorize this inspection may cause the City of Santa Rosa to obtain an inspection warrant as authorized by law.*

CE19-0017 MXM



July 31, 2019

Fereidoon & Sohi Rouholamin Hashemi  
885 Olive Avenue, Suite C  
Novato, CA 94945

RE: 1851 Salem Avenue, Unit 23

Dear Fereidoon & Sohi Rouholamin Hashemi:

A site inspection at 1851 Salem Avenue, Unit 23 was performed on July 29, 2019. The result of the inspection is there are no violations on the property.

We consider code enforcement case number CE19-0017 to be closed. If anyone should have any questions, please feel free to contact me at 543-3268.

A handwritten signature in blue ink, appearing to read "Mark Maystrovich". The signature is stylized and cursive.

Mark Maystrovich  
Senior Code Enforcement Officer  
Housing and Community Services