FLETCHER HILLS . GROSSMONT HELIX . FEINN SPRINGS

Ed Fletcher Company

MOUNTAIN SITES PINE HILLS . CUYAMACA LAKE HENSHAW

1020 - 9TH AVENUE

REALTORS OWNER . DEVELOPER SAN DIEGO 1, CALIFORNIA

TELEPHONE FRANKLIN 6204

April 9, 1948

Office of Price Administration Defense Rental Area Los Angeles, California

Gentlemen:

We are writing to obtain information regarding certain problems with which we are faced as a consequence of voluntary leases.

We are the owners of a 24 unit apartment house in your area and at the time of the authorized leases increasing rentals 15% we submitted leases to all of the 24 tenants and 23 of the tenants signed but the 24th declined on the grounds that she did not intend to be there for the stipulated time of the lease. Since that time she has changed her mind and she is staying on as a tenant and has been causing much dissatisfaction among the other tenants due to the fact that she is still paying the old rent and it makes the other tenants feel that they are being discriminated against by their having signed leases and the one tenant not signing.

We have endeavored to keep our building in repair and have spent all of the increases in rentals received plus additional money out of pocket for repairs to the various apartments. This one tenant demands that we spend equal amounts on her apartment and in general has been a very disturbing influence in the building.

Would you please inform us of any rights that we may have in the matter, also if there is any relief that we may obtain through your office in the case of this one apartment? We wish to continue to abide by all government regulations and will appreciate any information that you may furnish.

Yours very truly,

ED FLETCHER COMPANY

Form 8-R-LA-104 11-5-47

> OFFICE OF HOUSING EXPEDITER Office of Rent Control 1206 Santee Street Los Angeles 15 California

> > In reply refer to: Exam. - Corr. Unit

April 15, 1948

W.H. Blanchard c/e Ed Fletcher Company 1020 Ninth Avenue San Diego 1, California

Dear Sir:

In reply to your letter regarding an increase in rent, it is a violation of the Rent Regulation to demand or receive rent in a greater amount than the Maximum Legal Rent as shown on your registration form of the rental dwelling, unless and until you have petitioned this office and have received an Order granting the increase.

There are certain grounds upon which a petition for increase may be considered and we are enclosing an excerpt from the Regulation which fully outlines these grounds.

We suggest that you study these grounds carefully and if, after you are familiar with the provisions, you are certain that you have proper grounds for petitioning, please advise us the specific ground which will apply in your case, so that we can forward the correct petition.

> AREA RENT DIRECTOR for the 105 ANGELESC BEFENSENERTAL

OFFICE OF HOUSING EXPEDITER

OFFICE OF RENT CONTROL

GROUNDS FOR ADJUSTMENT - HOUSING

Section 5 - Adjustments

- (A) Grounds for Increase of Maximum Rent. Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:
- (1) Major Capital Improvement after Effective Date. There has been on or after the effective date of regulation a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.
- (2) Change Prior to Maximum Rent Date. There was, on or prior to the maximum rent date, a substantial change in the housing accommodations by a major capital improvement, as distinguished from ordinary repair, replacement, and maintenance, or a substantial increase in the services, furniture, furnishings, or equipment, and the rent on the maximum rent date was fixed by a lease or other rental agreement which was in force at the time of such change or increase.
- (3) Substantial Increase in Space, Services, Furniture, Furnishings or Equipment. There has been a substantial increase in the services, furniture, furnishings, or equipment provided with the housing accommodations since the date or order determining its maximum rent or a substantial increase in the living space since June 30, 1947. No increase in the maximum rent shall be ordered on the ground set forth in this paragraph (a) (3) unless the increase in services, furniture, furnishings or equipment occurred with the consent of the tenant or while the accommodations were vacant: Provided, That an adjustment may be ordered, although the tenant refuses to consent to the increase in services, furniture, furnishings or equipment, if the Expediter finds that such increase (i) is reasonably required for the operation of a multiple dwelling structure or other structure of which the accommodations are a part or (ii) is necessary for the preservation or maintenance of the accommodations.
- (4) Special Relationship between Landlord and Tenant. The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date: Provided, That no adjustment under this subparagraph increasing the maximum rent shall be made effective with respect to any accommodations regularly rented to employees of the landlord while the accommodations are rented to an employee, and no petition for such an adjustment will be entertained until the accommodations have been or are about to be rented to one other than an employee.
- (5) Lease for Term Commencing One Year or More Before Maximum Rent Date,
 There was in force on the maximum rent date, a written lease, for a term commencing on or prior to the date one year before the maximum rent date, requiring a
 rent lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date; or the housing accommodations were not rented on the maximum rent date, but were rented during the two

8-R-TA-250 8/20/47

OFFICE OF HOUSING EXPEDITER OFFICE OF RENT CONTROL

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- (6) Varying Rents. The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a higher rent at other periods during the term of such lease or agreement.
- (7) Seasonal Rents. The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand, or seasonal variations in the rent, for such housing accommodations. In such cases the Expediter's order may, if he deems it advisable, provide for different maximum rents for different periods of the calendar year.
- (8) Substantial Increase in Occupancy. (i) There has been, since the date determining the maximum rent a substantial increase in the number of subtenants or other persons occupying the accommodations or a part thereof under a rental agreement with the tenant.
- (ii) There has been, since the date determining the maximum rent a substantial increase in the number of occupants, in excess of normal occupancy for that class of accommodations on the maximum rent date.
- (iii) There has been, since the date determining the maximum rent an increase in the number of occupants over the number contemplated by the rental agreement on the date determining the maximum rent, where the landlord on that date had a regular and definite practice of fixing different rents for the accommodations for different numbers of occupants.
- (9) On the date determining the maximum rent the housing accommodations were temporarily exempt from real estate taxes, the landlord was passing the benefit of this tax exemption on to the tenant and as a result the rent on that date was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.
- Production Management. The maximum rent for the housing accommodations was originally established under section 4(f) of the Rent Regulation for Housing, issued pursuant to the Emergency Price Control Act of 1942, as amended, the application for priority rating for the construction of the housing accommodations was filed on the September, 1941 form in use by the Office of Production Management prior to the revision of this form on December 15, 1941, the landlord did not make, prior to the maximum rent date, or, if the accommodations were not rented on that date, prior to the first renting of the accommodations after that date, a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and the maximum rent for the accommodation is substantially lower than the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, giving due consideration to general increases in cost of construction, if any, in the defense-rental area since the maximum rent date.

This paragraph (a) (10) shall apply only to housing accommodations which were first rented prior to March 29, 1944.

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- (11) Peculiar Circumstances. The rent on the date determining the maximum rent was materially affected by peculiar circumstances and as a result was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.
- (12) Substantial Hardship from Increase in Property Taxes or Operating Costs. Substantial hardship has resulted from a substantial decrease in the net income (before interest) of the property for the current year as compared with a prior representative period due to a substantial and unavoidable increase in property taxes or operating costs.

"Current year" means (a) the most recent full calendar or fiscal year used by the landlord, or (b) any twelve-month period ending not more than 90 days prior to the filing of the petition.

"Prior representative period" means any period of two consecutive years prior to the "current year" but not beginning before January 1, 1939, which the Expediter finds to be representative of the property's normal operation: Provided, however, That where a representative period of two consecutive years is not available the Expediter in his discretion may for the purposes of this section accept a representative period of not less than one year.

- (13) Rented to an Employee of Landlord. The housing accommodations were rented to an employee of the landlord both on the date determining the maximum rent and at the time the order under this paragraph (a) (13) is issued, and after the date determining the maximum rent but prior to the effective date of regulation the landlord and tenant agreed, as the result of a continuous process of bargaining on interrelated matters, upon a wage increase and a rent increase, and the wage increase agreed upon has been put into effect.
- (14) Changes from Year Round to Seasonal Renting. The accommodations are located in a resort community, are primarily adapted to occupancy on a seasonal basis, are vacant and the establishment of seasonal variations in the rent would not, in the opinion of the area rent director, be inconsistent with the purposes of the act.
- (15) The maximum rent was established under section 4(f) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as an ended, and prior to final completion of all units included in a single priority application, but subsequent to the first renting of said accommodations, the landlord made a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and a higher rent was approved by such agency.

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Office of Housing Expeditor
Office of Rent Control
1206 Santee Street
Los Angeles 15, California

Attention: The Examination and Correlation Unit

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Gentlemen:

Enclosed herewith is our petition, Form D-58-A, for adjustment of rent covering the property known as Madrid Court Gardens, located at 220 and 224 N. Isabel Street, Glendale, California.

As stated in our letter of April 9, 1948, we are the owners of the above property and at the time that leases increasing rentals 15% were authorized, we submitted leases to all of our twenty-four tenants. Twenty-three of these signed leases, but one declined on the pretext that she would not be a tenant there for the period covered by the lease. However, she has stayed on and has not signed the lease, but continues to pay her regular rental at semi-monthly intervals. She has caused much dissatisfaction among the tenants by her actions and by declining to pay the 15% increase.

As will be seen by the schedule enclosed herewith we are spending all of the additional money received from the apartments in repairs and decoration for the benefit of the tenants. In this connection we feel, naturally, that preference in the matter of decoration and repair should be given to tenants who are paying the increased rental. This has also caused trouble between the one tenant who did not sign the lease and the manager.

In order to substantiate our statement that the costs of maintenance have gone up considerably since the base period beginning January 1, 1939, we wish to submit the following data from our records and income tax returns:

Reasons:

The cost of management has risen from \$840.00 in 1939 to \$1140 in 1948, disregarding the increase in the rental value of the spartment furnished the manager.

Utilities were \$11,73 in 1916 as compared to \$1397 in 1939.

Painting costs are nearly twice those of 1939.

Office of Rent Control
Examination and Correlation Unit
May 4, 1948
Page #2

THE LAND THE PROPERTY

Repairs were \$478 in 1947 as compared with \$288 in 1939.

And as time goes on we are faced with higher labor and material costs and further repairs each year as the building grows older. As you know the expenditure of the same amount of money today provides not over one-half the result obtained 10 years ago.

These increased costs are reflected in figures which we have established for the first three months of the current year wherein we have spent nearly \$2000.00 already in repairs and utilities as against \$2800.00 income, before depreciation and taxes.

It should be pointed out that we pay all utilities, such as gas, electricity and water. These utilities average over \$5.00 per month per apartment and excessive use by the tenants is borne by us.

We also provide laundry facilities, including washing machine, hot water and drying space for which no charge is made.

For the convenience of those tenants with cars who do not have garages we have a vacant lot next door where they may leave their cars without charge. As to garages, we have 8 which are rented to tenants at \$2.50 per month—a very nominal charge when compared with \$5.00 to \$8.00 charged by others for the same facilities.

All costs of yard maintenance and landscaping are borne by us, the tenants standing no part of the expense.

Electric refrigeration and gas heaters are furnished to all tenants without additional charge and we bear the cost of all of these utilities—also all repair and replacement cost on this equipment.

At the present rate of income, this property is showing a very poor return on the investment and based on the replacement value of \$120,000 as determined by an insurance company appraisal, a loss would be shown.

In compliance with existing regulations and in accordance with Section 5-A-12, we respectfully petition that a re-appraisal be made of the existing rentals as compared with like rentals in like locations and ask that special consideration be given to the one Apartment--No. 224--which is now being occupied under the original rental agreement without the 15% increase now being paid voluntarily by the other 23 tenants.

OPA FORM D-58A

PORM APPROVED BURGET BURKAU NO. 00-K17RT

STAMP OF ISSUING OFFICE

(Bay)

(Year)

SAN DIEGO DEFENSE MENTAL AREA OFFICE

1842 S. D. Trust & Savings Benk Bldg.

San Diego 1, California

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UNITED STATES OF AMERICA
OFFICE OF TEMPORARY CONTROLS
OFFICE OF PRICE ADMINISTRATION

LANDLORD'S PETITION FOR
ADJUSTMENT OF RENT
UNDER HOUSING REGULATION ONLY

(267)

UNDER HOUSING REGULATION ONLY DO NOT WRITE IN SPACE WITHIN HEAVY LINES SUBSTANTIAL HARDSHIP FROM INCREASE IN MAXIMUM REST DATE PROPERTY TAXES OR OPERATING COSTS REGULATION BEFORE FILLING IN THIS FORM READ INSTRUCTION FORM D-BOA IDENTITY OF PETITIONER AND OF PROPERTY Use this form only as a petition for adjustment of rent where the following statement applies; and if the dwelling TELEPHONE NUMBER accommodations are subject to the Rent Regulation for Hous-Ed Fletcher Company Franklin 6204 ing PETITIONER'S STATEMENT ADDRESS - NUMBER AND STREET Substantial hardship has resulted from a decrease in the net income (before interest) of the property for the cur-1020 Ninth Avenue rent year as compared with the representative base period CITY, POSTAL ZONE NUMBER, STATE due to an unavoidable increase in property taxes or opera-San Diego 1, California ting costs. 1 Address (es) of property concerned in petition: 2 I am (check (V) one) OWNER LESSEE Madrid Gardens Court OTHER (Specify) 220-224 No. Isabel Street Was a Registration Statement for these accommodations sent to the Rent Director? Clendale, California NOTE: If the landlord's copy of the Registration Statement was returned to you, attach it to one of the petitions you send to the Rent Director. PROPERTY RECORD COST OF ACQUISITION 15,180.00 A Assessed value of property Real Estate 12,288:88 Furniture 6,540.7 Buildings \$ 39,552.5 Improvements Land \$17,615.16 Personal Prop. Type of construction Approximate date acquired October 15, 1930 Frame-Stucco--Tile & Comp. Roof BASE AND CURRENT YEARS USEL TWO BASE YEARS - In the "Statement of Income and Expense" on Page 2 of this form, the two base years may be any two consecutive years since January 1, 1939 and prior to the "Current Year" which are representative of the property's sormal operation. The two base years sust be calendar years unless you keep your records on a fiscal year basis. If you show fiscal years in Columns (b) and (c) on Page 2, state the ending date of your fiscal year. STREET, STREET (Month) (Bay) Enter in the headings of Columns (b) and (c) on Page 2, the year for which information is given. CURPENT YEAR - The landlord must select one of the following periods for his "Current Year" Column (d) on Page 2:

(1) His most recent full calendar or fiscal year or (2) any twelve calendar months ending not more than 90 days
prior to the filing of this petition. The "Current Year" in all cases must begin on or after the maximum rent date. If allowance is requested for increases in payroll or property taxes not fully reflected in the "Current Year" as defined above, at least one calendar month sust have passed between the end of the current year and the beginning of the month in which the petition is filed. Check (V) below to show the period selected: Twelve telender months ending not more than 90 days Most recent calendar or fiscal year ending prior to the date of this petition. These 12 calendar months ended: · 自由中华的 中国 (1986年) · 中华的 (1986年) 1947 December

(Month.)

PRESENT OCCUPANCY AND RENT STATEMENT

If more space is needed for this record use paper of this same size; copy the heading shows below, and continue the record. Attach a copy of each of these additional sheets to each copy of your petition.

APARTMENT NUMBER OR	NAME OF PRESENT OCCUPANT	PRESENT	MAXINUM	REQUESTED	Chec	N)
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DATA SHOWING INCREASED PAYROLL OR PROPERTY TAXES

Enter data under Property Taxes and Monthly Jacobe, Payroll, and Employment only if an allowance is requested for increases in payroll or property taxes not fully reflected in the current year.

PROPERTY TAXES'

Enter below the assessments and the tax rates on both real and personal property for the test-month and for the current year. If more than one assessment or tax rate was in effect during the current year show the assessments and rates for each period. Further, specify (1) the taxing authority and (2) separate state, county, and local taxes when such taxes are assessed separately.

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MONTHLY INCOME, PAYROLL, AND EMPLOYMENT

Landlords filing petitions under Section 5(a) (12) of the Housing Regulation are not required to give information on the monthly income (Column (b) below.)

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12	SELECTION OF SELECTION	TO THE PERSON AND ADDRESS OF THE PERSON AND PARTY.	PRESIDENT CONTRACTOR	SECTION STATES
TOTAL	A the content of the Property of	firm the last of t	THE SECOND PROPERTY OF	在18年的18年的18 年
Test-Month (month immediately proceding filing of this petition)		The second distribution of the second distributi		

Payroll means total payroll less salaries of owners or corporate officers:

河南区 加工加工 网络斯萨特勒埃 医性 经的证据处理 医克特氏病

Regular employees include all those employed on a permanent basis, and paid weekly or by any period longer than a week.

Extra employees include all those employed for special jobs, and paid either by the hour or for the particular job. The average number of extra employees may be computed by dividing the number of working days in the mosth into the total man-days worked by extra employees.

CERTIFICATION

I CERTIFY that the information contained in this petition is true and correct.

LINELVELLE STATEMENT - TONG PARTICULAR STATEMENT OF FREE FREE STATEMENT

It is not necessary that this Petition be sworn to, but Islae statements may subject you to the penalties provided by law.		F LANDLORD (Where Petitioner is a corporation, lies should be signed by a duly authorized
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Sul Sville

STATEMENT OF INCOME AND EXPENSE

If this petition is for a property with more than twelve (12) dwelling units, you must submit in place of Items 1 to 17 below, your operating statements prepared in the manner in which they are ordinarily prepared. These statements must be for the property for which a rent adjustment is asked in this petition.

	TWO B	CURRENT		
TRM NO.	19_13 '	19 ld	CURRENT YBAR	
THE THE PART OF THE RESTRICTION OF THE PARTY	Total and the state of the stat	•		
1 Rest Income - Dwelling Units	10,046.25	9811.00	10,208.78	
2 Rent Income - Commercial Units (Explain)				
3 Other Income (Emplain)				
4 TOTAL INCOME (Items 1, 2, and 3)	10,046.25	9814200-	10,208.78	
· EXPENSE		STATE OF THE STATE		
5 Fee1	1,357.93	1517.09	2,315.60	
8 Utilities	1,357.93	1519.09	1,385.60	
7 Payroll	1,020.00	יייייייייייייייייייייייייייייייייייייי	1,140.00	
8 Materials and Supplies	20.78	16.84	30.00	
9 Exterior Painting				
10 Interior Painting and Decorating	11211-00	203.50	658.00	
Other Repairs (Explain on separate sheet of paper filed in duplicate)	243.62	277.78	478.13	
12 Depreciation	2,107.97	21.07.97	22 161.75	
L3 Taxes (Excluding income taxes)	575.00	566.43	735.81	
14 Insurance	1, 19.64	207-04	398.60	
Other Expenses (Excluding interest) (Explain on separate sheet of paper filed in duplicate)	234.85	69.36	220,62	
(Before Interest) (Items 5 to 15, inclusive)	6,003.79	61.08.01	7,208,51	
7 NET INCOME (Sefore Interest) (Item 4 less Item 16)	4.042.46	3732.99	3,000.27	

NOTE: (1) If a particular expense has increased substantially for the current year give reasons for the increase on a separate short filed in duplicate.

MADRID CARDENS COURT

Statement of Income and Expense

Detail of Item 11-Other Repairs

1943	1944	1947	£\bar{a}
12.50	53.87	6.00	
73.09	111.53	278.89	
26.14	18.68	13.02	
55.50	17.75	27.00	
-	37.00	123.02	
1.75		••	
9.96		19.20	
13.43	3.33	11.00	
51.25	35.62		
2113.62	277.78	478.13	
	12.50 73.09 26.14 55.50 1.75 9.96 13.43 51.25	12.50 53.87 73.09 111.53 26.14 18.68 55.50 17.75 - 37.00 1.75 9.96 13.43 3.33 51.25 35.62	12.50 53.87 6.00 73.09 111.53 278.89 26.14 18.68 13.02 55.50 17.75 27.00 - 37.00 123.02 1.75 - - 9.96 - 19.20 13.43 3.33 11.00 51.25 35.62 -

MADRID GARDENS COURT

Statement of Income and Expense

Detail of Item 15-Other Expenses

	1943	1944	1947
Yard Work-Seed, Supplies, Etc.	131.50	149.36	127.13
Termite Control	28.00	100	•
Flowers	3.00	•	•
Cleaning & Frash Hauling	6.35	10.00	5.00
War Damage Insurance	56.00	•	•
Christmas Check to Employees	10,00	10.00	10.00
Fire Extinguishers			78.19
TOTALS	234.85	69.36	220.62

PRESENT OCCUPANCY AND REST STATEMENT

APARTMENT NUMBER OR LOCATION OF UNIT	NAME OF PRESENT OCCUPANT	PRESENT	MAXIMUM RENT	REQUESTED	PER NO.	PER
220	Richards	843.12	843.12		X	
220-4	Dodge	13:12	43.12		x	
220-B	Albers	40:25	40,25		I	
220-C	Harned	40.25	40.25		I	
220-D	Courser	40.25	40.25		x	
220-E	Wolf (Scoffeld)	37.95	37.95		I	
220-F	DeRiggs	34.50	34.50		X	
220-0	Besons	34.50	34.50		X	
220-H	Bullock	40.25	40.25		I	
220-I	Parod	37,38	37.38		X	
220-J	MacDonald	13.12	143.12		I	
220-K	Livingston	43.12	43.12		X	
224	Bwing	37.50	37-50	43.12	X	
221-8	Peterson	43.12	43.12		I	
224-B	Hamilton .	48.87	48.87		I	
221-C	Davis Wanager	54.40	5/1-70			
221-D	Green	40.25	10.25		X	
221-E	Mayos	37.95	37.95		X	
224-7	Eddy	31.63	31.63		X	
224-0	Millor	31.63	31.63		I	
22b-H	Distr.	10.25	40.25		Z	
22b-I	Ford	40.25	10.25		X	
224-3	Stafford	40.25	10.25		X	
35P-E	Anderson	40.25	40.25		I	

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(Rev. 10-47)

UNITED STATES OF AMERICA OFFICE OF THE HOUSING EXPEDITER OFFICE OF RENT CONTROL

LANDLORD'S PETITION FOR ADJUSTMENT OF RENT FOR HOUSING ACCOMMODATIONS OTHER THAN HOTELS AND ROOMING HOUSES

MAILING ADDRESS OF LANDLORD (PLEASE TYPE OR PRINT) Perpitation mentile 1. Name of Landlord
2. Telephone No. 3. Name of Agent 4. Address mail to 4 P LICHER DE MONES. NAME The state of the fire passes that the later of the state of the later of the state HOLD - If the kidest 3 is openied, only the addressing magnificant

NOTICE TO TENANT

This petition was filed by your landlord. It requests us to take action involving the housing accommodations described herein. You may submit to this office any information you wish in connection with this matter. Use the space on page 4 headed "Tenant's Statement." Sign and date your statement in the space provided and return to this office within 5 days. Your failure to return the petition with your signed statement will result in the entry of anorder upon the basis of the facts available to the Rent Director.

MAILING ADDRESS OF TENANT

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NAME OF TENANT PROCESS BUT BUT OF THE PROCESS OF TH

ADDRESS

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SAR DIEGO DEFENSE RENTAL AREA OFFICE 1942 S. D. Trust & Savings Bank Bide.

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EFFECTIVE DATE OF MAXIMUM RENT REGULATION

HOW TO FILL OUT THE PETITION

AT STATUTE OF RESERVOIDE AGREGATIONS IN THE TOO BREID OF

- 1. This form is the petition form to be used for requesting an increase in the maximum rent for housing accommodations other than for a room or rooms within a hotel or rooming house or motor court. It is NOT USED for (a) requesting an increase in the maximum rent due to substantial hardship resulting from an unavoidable increase in operating costs or property taxes (section 5 (a) (12) of the Housing or 5 (a) (9) of the Rooming House Regulation). Such petitions are to be prepared on Form D-58, D-58 A, or D-58 B; (b) requesting a security deposit. Such petitions are to be prepared on Form D-56 "Landlord's Petition for Security Deposit"; (c) requesting an increase in the maximum rent for a room or rooms within a hotel or rooming house. Such petitions are to be pre-pared on Form D-6 "Landlard's Petition for Adjustment of Rent— Hotels and Rooming Houses."
- 2. Fill out the petition in DUPLICATE and return to the Area Rent Office at the address stamped in the above right-hand corner.
- 3. Do not write in the space entitled "Tenant's Statement" on page 4.
- 4. Attach your copy of the registration statement to one cop of this petition. Your copy of the registration statement will be returned to you after the Rent Director makes a decision on your petition, and any adjustment in the Maximum Rent ordered by the Rent Director will be noted thereon.
- 5. Give all the information requested on pages 1, 2, 3, and 4, that applies to the ground upon which your petition is based, and to the housing accommodations.
- 6. If you seek an increase in rent for more than one rental unit and rely on the same grounds and facts for all the units, you should submit a single petition in duplicate, listing on a separate page for each unit the information required in the petition including items A, B, C, D, E, F, and G. Attach a copy of this information to each copy of your petition. If you do not rely on the same grounds and facts for each rental unit, you must file separate petitions for each unit.
- 7. If the petitioner is a corporation, the petition should be signed by a duly authorized officer.

information to be furnished by petitic	13/13/47

A	A rent increase is requested STREET AND No. for the dwelling at (see instruction 6 above):		combastiple accommon to the sent generally preventing a sent for the sent generally preventing a sent layer than the sent generally preventing as the sent generally preventing the sent generally prevention the sent generally preventing the sent generally prevention the sent generally preven
	I am (Check (y') one) The Country Cou	2	Was a Registration Statement for these accommodations filed with the Area Rent Office?
C	Indicate present occupancy (Check (**) one) Tenant Vacant Owner occupied		The Maximum Rent is: AMOUNT PER (WEEK, MONTH, OTHER)
D	accominodations are now rented, check (//) whether rented		Real now received in: AMOUNT PER (WEEK, MONTH, OTHER) \$
	Written lease Oral agreement	0	Based on the facts stated within, I request that the rent for the accommodations be adjusted to: AMOUNT PER (WEEK, MONTH, OTHER)

Check (y) the item which applies to your case The accommodations were substantially changed by a NOTE.—If Item No. 4 is checked, give the following information MAJOR CAPITAL IMPROVEMENT. This improvement concerning the tenunt with whom relationship existed; was made on or after the EFFECTIVE DATE of the regulation NAME" issued pursuant to the Emergency Price Control Act of 1942, as amended. The improvement was more than ordinary repair, replacement, or maintenance. On page 4 under "Landlord's PRESENT ADDRESS-NUMBER AND STREET Statement," state the nature and extent of the improvement as well as the date completed and cost thereof. TEN TAREM BEALIFE BLAKE L a. On or prior to the Maximum Rent Date the housing accommodations were substantially changed by a major Under "Landlord's Statement" on page 4 describe the relacapital improvement and the rent on the maximum rent date tionship. Explain why this relationship affected the rent. was fixed by a lease or other rental agreement which was in effect at the time of the change. A written lease in force on the Maximum Rent Date Date of improvement ... required a rent lower than the rent generally prevailing for comparable accommodations on that date. This lease was for Cost of improvement a term commencing I year or more before the Maximum Rent Date (or the accommodations were rented during the 2 months b. On or prior to the Maximum Rent Date there was a subending on the Maximum Rent Date and the rent was similarly stantial increase in the services, furniture, furnishings, or equipment, and the rent on the maximum rent date was fixed fixed by a written lease). CU by a lease or other rental agreement which was in effect at the time of the increase. NOTE.—If Item No. 5 is checked, give the following information: FIRE Date of change or increase 30,6 The first rent charged after the lease expired: c. Under "Landlord's Statement" on page 4 state the nature AMOUNT PER (WEEK, MONTH, OTHER) the left and to the beginning the page and extent of the Major Capital Improvement or change in services, furniture, furnishings, or equipment. Give the Rent Director a clear description of the improvement or Submit a copy of lease with this petition, or describe its prob change. In case of improvement state whether the change visions in detail under "Landlord's Statement" on page 4. added a new feature or was an improvement to existing facilities. In case of a change in services, etc., list added services. The rent on the date determining the Maximum Rent was furniture, furnishings, or equipment. established by a lease or other rental agreement. This d. If box "a" or "b" of Item No. 2 is checked, submit a copy of lease provided for a higher rent at other periods during the term of the lease or agreement, mager more a designed on hear the lease, or rental agreement, with your petition; or describe its terms in detail under "Landlord's Statement" on page 4. NOTE.—If Item No. 6 is checked, give the following information: The services, furniture, furnishings, or equipment pro-Term of rental agreement (give dates): vided with the accommodations have been substantially FROM-To money total place actives increased. This increase occurred after the date or order COLLEGE CHOINE OF POSKER WAR BUY TOURS AT 1970 PART BARE determining the Maximum Rent. Period of higher rent (give dates): or resulted at the NOTE.—If Item No. 3 is checked, give the following information: Rent for period of higher rent: NO AMOUNT DE THE DESTRUCTOR CE PER (WEEK, MONTH, OTHER) Did tenant consent to the increase? State of the other transports and the state of the state 14.74P MONTH YEAR Date of the increase Submit a copy of lease with this petition, or describe its provisions in detail under "Landlord's Statement" on page 4. AMOUNT Cost of providing increase The rent on the date determining the Maximum Rent was 7 Under "Landlord's Statement" on page 4 describe clearly substantially lower than at other times of the year because the nature and extent of the increase in services, furniture, furnishings, or equipment. State whether new or used furniture, etc., and whether the increase was an addition or of seasonal demand or seasonal variations in rent for such accommodations. NOTE-If Item No. 7 is checked, give the following information under "Landlord's Statement" on page 4: A blood, personal, or other special relationship existed between the landlord and tenant on the date deter-The rent for each month of the year preceding the Maximum mining the Maximum Rent. As a result the rent on that date Rent Date. was substantially lower than the rent generally prevailing on the Maximum Rent Date for comparable accommodations. The rent for each month since the Maximum Rent Date.

THE ONLY GROUNDS ON WHICH THE RENT MAY BE INCREASED ARE STATED IN ITEMS 1 TO 15 BELOW

Service .	THE TOTAL REPORT OF THE PROPERTY OF THE PROPER	FORTOGRADA	
	A substantial increase, since the date determining the maximum rent, in the number of subtenants or other persons occupying the accommodations under a rental agreement with the tenant. B A substantial increase, since the date determining the maximum rent, in the number of occupants in excess of normal occupancy for this class of accommoda-		The rent on the date determining the maximum rent in the housing accommodations was materially affected by peculiar circumstances or is otherwise inequitable. As a result the rent was substantially lower than the rent generally provaing in the defense-rental area for comparable housing accommodations.
	tions on the Maximum Rent Date. O An increase, since the date determining the maximum		NOTE.—If Item 11 is checked, give the following information corcerning the tenant occupying the accommodations on the dat determining the Maximum Rent.
	rent, in the number of persons occupying the accommodations over the number contemplated by the rental agreement in effect on the date determining the Maximum	7.00 % 3.45 5.75 (B)	NAME
	Rent. On that date the landlord had a regular practice of charging different rates for different numbers of occupants.		PRESENT ADDRESS-NO. AND STREET
	State number of occupants con- templated by rental agreement:		CITY AND STATE
	NOTE.—If Item 8 (a) is checked, give the following information: Number of subtenants on the date determining Present number		Under "Landlord's Statement" on page 4, state in detail all the facts which affected the rent on the date determining the Maximum Rent.
	the maximum rent. NOTE.—If Item 8 (b) or (c) is checked, give the following information:	12	For adjustments under section 5 (a) (12) (Substantial Hardship From Increase in Property Taxes or Operating Costs) use Form
	Number of occupants on the date determining of occupants:		D-58 A or D-58 B. The housing accommodations were rented to an employee
	On the date determining the Maximum Rent the housing accommodations were temporarily exempt from real estate taxes, the landlord was passing the benefit of this tax exemption on to the tenant, and as a result the rent on that date was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the Maximum Rent Date. NOTE.—If Item 9 is checked, give the following information:		Rent and at the time the Order under section 5 (a) (13) of the regulation is issued. However, after the date determining the Maximum Rent but prior to the effective date of the regulation the landlord and tenant agreed, as a result of a continuou process of bargaining on interrelated matters upon a wage increase and a rent increase, and the wage increase agrees upon has been put into effect.
	Date on which tax exemption expired: Amount of yearly taxes now levied:	1520	NOTE.—Under "Landlord's Statement" on page 4, state briefly the provisions of the agreement concerning the wage increase and the rent increase including the date the wage increase became effective.
Ę	The Maximum Rent for the housing accommodations is	4.5	PLANT MAKE MAKEY IA II CHYMDIN DA CHOEK DA TER
10	established under section 4 (f) of the rent regulation, issued pursuant to the Emergency Price Control Act of 1942, as amended (priority constructed housing), the application for priority rating for the construction of the housing accommodations	14	The accommodations are located in a resort community and are primarily adapted to occupancy on a seasona basis. The accommodations are also vacant.
	was filed on the September 1941 form in use by the Office of Production Management prior to the revision of this form on December 15, 1941, the landlord did not make prior to the maximum rent date or if the accommodations were not rented on that date, prior to the first renting of the accommodations after that date, a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved, because of increased cost of construction, and the maximum rent for the accommodations is substantially lower than the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, giving due consideration to general increases in cost of construction, if any, in the defense-rental area, since the maximum rent date.	15	The accommodations were built under a single priority rating or under specific authorization obtained from an agency of the United States, and the maximum rent for the accommodation was established under section 4 (1) of the rent regulation issued pursuant to the Emergency Price Control Act of 1942, as amended. Before all the accommodations were completed but after one or more of them had been rented, the landlord made a written request to the appropriate agency of the United States to approve a higher rent than initially approved because of increased construction costs. Such agency granted the request. NOTE.—If Item 15 is checked, give the following information:
	NOTE.—This provision applies only to housing accommodations which were first rented prior to March 29, 1944. If Item 10 is checked, enclose a copy of the priority application under which the housing accommodations were constructed.	北安	The priority rating number or project serial number assigned to my application for configuration was:

LANDLORD'S STATEMENT

of the facts upon which your petition is		ST FOR ADJUSTMENT. Give the Rent Director a clear understanding this petition in the space below. If more space is needed, attack
	Asian Statement St.	
10.77 4 - 2 May 12 12 7 144 - 7 4 4 5 7 4 146	es au aprimero de L	the mining of the grant property of the control of the control of
the state of the s	Service by the service of	
The state of the s	court of the favoring to	and the state of the content of the state of
	nga Talah Aksan Marajaran Caranat Aksan Marajaran	ta to file is the section of the sec
YOU MAY NOT DEMAND OR RECEIVE	MORE THAN THE MA	XIMUM RENT UNTIL IT IS CHANGED BY ORDER OF THE
		SIGNATURE OF LANDLORD
The Rent Director may show this petition to your tenant. This petition need not-be sworn to, but false statements may subject you to the penalties provided by law.	DATE	SIGNATURE OF LANDLORD
Compared to the property of the contract of th		THE PROPERTY OF THE PROPERTY O
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	estable and course	
	ali e pigo pa o pila delang b Construir menggu digunah bi	And the state of the process of the state of
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It is not necessary that this statement be sworn to but false statements may subject you to the penalties provided by law.	DATE	SIGNATURE OF TENANT

INSTRUCTIONS FOR OPA FORM D-58A LANDLOND'S PETITION FOR ADJUSTMENT OF RENT UNDER HOUSING REGULATION ONLY

Substantial Hardship from Increase in Property Taxes or Operating Costs

The page and Item numbers below refer to pages and Items on OPA Form 'D-58A.

GENERAL

1. Fill out two copies of Landlord's Petition for Adjustment of Rent (Form D-58A). Use typewriter or write legibly.

- 2. Send both copies of your petition of Form D-58A to the Rent Director at the address stamped in the upper right-hand corner of that form.
 - 3. Be sure to give all of the information called

for on the petition form (Form D-58A) which is applicable to your property. If you neglect to do so, the form may have to be returned to you for the additional information.

4. YOU MAY BE REQUIRED TO VERIFY THE FIGURES IN THE PETITION FORM by supplying copies of your income tax returns and other records.

PAGE 1

- 1. ADDRESS(ES) OF PROPERTY CONCERNED IN THE PETI-TION - A "property" includes one or more structures created as a single unit or enterprise. In this space list the street addresses, including city and State, of the building or buildings to which this petition is applicable.
- 2. OWNER-LESSEE--OTHER Indicate whether the petitioner is the owner or lessee: If you are a trustce, receiver, etc., check "other" and write in the blank space after "(specify)" the capacity in which you operate the property.

PROPERTY RECORD

- A. ASSESSED VALUE OF PROPERTY Show in this space the total assessed value of real and personal property as determined from your tax bills on this property. If the State or county assessment differs from the city assessment; show each assessment separately. If the assessed valuation has been changed since the first year shown on the statement of income and expense, show changes and date changed on the blank space on a separate sheet of paper to be filed in duplicate.
- B. TYPE OF CONSTRUCTION Designate whether the building is stone, brick, concrete, stucco, frame, brick and frame, or frame and stucco. Designate also whether the building is fireproof, semifireproof, or nonfireproof.
- C. Cost of Acquisition State in this space the original cost of the property to you. Where the land

and building were purchased for a lump sum, the purchase price must be allocated between the land and the building. The amount to be allocated to the building is limited to an amount which bears the same proportion to the total purchase price as the value of the building bore to the value of the entire property at the time of purchase. The proper amount to be allocated to the building may usually be determined from your Federal income tax returns.

APPROXIMATE DATE ACQUIRED - If you did not acquire the land and buildings at the same time, show the date you acquired the land and also show the date you built or acquired the building.

BASE AND CURRENT YEARS USED

The "current year" in all cases must begin on or after the Maximum Rent Date, and must be the most recent full calendar or fiscal year or any twelve wonth period ending not more than 90 days prior to the filing of the petition. If an allowance is requested for increases in property taxes or payroll not fully reflected in the "current year" selected, at least one calendar month must have passed between the end of the current year and the beginning of the month in which petition is filed. The base period may be any two consecutive calendar or fiscal years between January 1, 1939 and the beginning of the current year. Such base period should be representative of normal operations for the property concerned in the petition.

FAGE 2

STATEMENT OF INCOME AND EXPENSE

Be sure to read the following instructions thoroughly before submitting your operating figures.

All petitioners must fill in the "Statement of Income and Expense" (Page 2, Items 1 to 17) unless the property contains more than 12 dwelling units. If your property contains more than 12 dwelling units, you must submit your usual operating statements for the years indicated in Items A and B under "Base and Current Years Used" on Page 1 of the petition instead of filling in Items 1 through 17.

If any years intervene between the "base period" and the "current year," you may file annual statements of income and expense for such intervening years in addition to the required "base period" and "current year" information. Where expenditures made in such intervening years are properly allocable in part to the "currentyear," this fact should be clearly indicated.

In filling out the statement of income and expense, use only those items from 1 to 17 which are applicable to the property involved in this petition. Use only figures which can be verified from your records. Do not use satimates. You may be called upon to support your statements by submitting copies of your income-tax returns and other records.

Item 1. RENT INCOME -- DWELLING UNITS - Under this heading you will include the income earned from all rented dwelling units. Include also the rental value of any unit occupied by the landlord, or by an employee or relative of the landlord; for which full rent is not charged.

If the rent for units occupied by the landlord, his relatives, or employees is included in Frent income, I temize fully the amounts included in each year on a separate sheet of paper to be filed in duplicate.

Be sure to include rental income in the year to which it is properly applicable. For example, if in December 1942 a tenant paid you rent for the month of January 1943, this rent should be included in rent income for 1945 and not for 1942. On the other hand, if a tenant did not pay his December 1942 rent until January 1943, this rent should be included in rent income for 1942, and not for 1945.

Item 2. RENT INCOME -- COMMERCIAL UNITS - Under this heading show the income carned from the rental of commercial units such as stores and offices, in the same way as for dwelling units. State after the word "explain" whether stores, offices, etc.

Item 3, other income - Under this heading show the income earned from the sale of electricity, gas, tele-

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LECTION OF THE CONTROL OF THE CONTRO

CONTRACTOR OF THE STATE OF THE

Office of Rent Control--OHE 1206 Santee Street Los Angeles 15, California

Attention: The Examination and Correlation Unit

Gentlemen:

We are returning headwith our petition, together with your form D-27, Return of Petition, for your further consideration.

It was our intent that this petition be processed on the one apartment on which we do not have a lease and I am sorry that the intent was misunderstood.

The one unit is No. 224 and the tenant is Ada J. Shafer, formerly Mrs. Ewing as listed on the present occupancy and rent statement.

Very sincerely yours,

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LEAST WINDS AND THE STATE OF	NUMBER OF				
	7.0	many	93338		
	2.1		93308		
	18.0	near	93308		
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	Dep	uciation	12389		
	Jac	eciation co	36302		
	and	n Expense			
	Orth	a Corpense	11290		
		Jotal Expenses			
		Jotal Repenses		191543	
-		Operating Profit		88781	
	128				

OPA FORM (2-47) D-58A DUBGET BUREAU NO. 00-41787

UNITED STATES OF AMERICA OFFICE OF TEMPORARY CONTROLS OFFICE OF PRICE ADMINISTRATION

LANDLORD'S PETITION FOR ADJUSTMENT OF RENT

STAMP OF ISSUING OFFICE

MENU DEFENSE MENTAL AREA OFFICE 1842 S. D. Trust & Savings Bank Bldg. San Diogo 1, California

	UNDER HOUSING REGULATION ONLY SUBSTANTIAL HARDSHIP FROM INCREASE IN PROPERTY TAXES OR OPERATING COSTS- EFORE FILLING IN THIS FORM READ INSTRUCTION FORM D-60A Use this form only as a petition for adjustment of rent ere the following statement applies: and if the dwelling commodations are subject to the Rent Regulation for House PETITIONER'S STATEMENT Substantial hardship has resulted from a decrease in the	を開発を開発を開発を	ED FLETCHER CO. PLNOT
3	tincome (before interest) of the property for the curat year as compared with the representative base period ato an unavoidable increase in property taxes or operang costs. Address (es) of property condensed in petition: Thatrid Garlens Cruit	CERR	ITT, POSTAL ROBE HUNDER, STATE SAN DIEGO CALIF I am (check (/) one) OTHER (Specify)
現じるなどは対対が対する。	Blandske California.	以 の 。原語語の「京文学校	Was a Registration Statement for these accommodations sent to the Rent Director? NOTE: If the landlords copy of the Registration Statement was returned to you, attach it to one of the petitions you send to the Rent Director.
	PROPERTY		RECORD
い党等が表現の日本の	Assessed value of property Rise Earate: 2.280.00 Snywaments: 12.690.00 Parmal hop: 210.00 Type of construction FRAME-STUCED - TILE - Comp. Roof BASE AND CURRE	是北坡安	Lend \$ 17.615.16 Pulling \$ 39.552.50 Approximate date acquired October 15, 1930
で、「技術変形は所ではない。	TWO RASE YEARS - In the "Statement of Income and Repense consecutive years since January 1, 1939 and prior to the	rea ge	on Page 2 of this form, the two base years may be any two Current Year which are representative of the property's us wiless you keep your records on a fiscal year basis. 2. state the ending date of your fiscal year.
の変形が対している。	CURRENT YEAR - The landlord must select one of the following the second full calendar or fincal year or	(0)	oring periods for his "Current Year" Column (d) on Page 2: any twelve calendar months ending not more than 90 days at" in all cases must begin on or after the maximum rent il or preparty taxes not fully reflected in the "Current must have passed between the end of the ourrent year and led. Check (V) below to show the period selected:
美国教育者以及其他的特別的	(Non (B))	The state of the s	These 12 calendar months ended:
100	THE RESIDENCE OF THE PROPERTY	Section 1	

STATEMENT OF INCOME AND EXPENSE

If this petition is for a property with more than twelve (12) dwelling units, you must submit in place of Item 1 to 17 below, your operating statements prepared in the manner in which they are ordinarily prepared. These statements must be for the property for which a rest adjustment is asked in this petition.

		TWO BAI	CURRENT	
TEM NO.		10 <u>143</u>	19 <u> 파</u> 낙	YBAR (d)
	INCOME	美国盟和城市 里		
	Rest Income - Desiling Units	10.646	9841100	102087
2	Rest Iscome - Commercial Units (Neplain			
3	Other Iscose (Replate			
1000	TOTAL INCOME (Items 1, 2, and 3)	10.046.25	9841.00	10,2687
野	EXPENSE			
5	Party 10 Thurs of the case of the streeting about the angle (Essa)			
6	Utilities	1357.93	1519.09	1385.6
7	Payroll	1020.00	1140.00	1140.6
8	Materials and Supplies	20.78	16.84	30.0
9	Reterior Painting			
0	Interior Painting and Decorating	424.00	208.50	658.
	Other Repairs (Explain on separate sheet of paper filed in deplicate)	2,43.62	٤٦٦.78	478
2	Degreciation	2,107.47	2107.97	2/16/17
3	Taxes (Scalading income teres)	515.00	ኒየየሳተ3	735.9
312	Insurance :	1964	207.04	348.
5	Other Expenses (Excluding interest) (Explain on seperate sheet of paper filed in Amplicate)	7,94.82	69.34	130
6	TOTAL EXPENSE (Before Interest) (Item 5 to 15, inclusive)	6003,719	6103101	71208
	NET INCOME (Before Interest) (Itim 4 1000 Item 16)	મુખ્યત્વે	3.732.49	3,000

NOTE: (1) If a particular expense has increased substantially for the correst year give reasons for the increase on a separate about filed in indicate.

PRESENT OCCUPANCY AND RENT STATEMENT

If more space is seeded for this record use paper of this came size, copy the heading shown below, and continue the record. Attach a copy of each of these additional sheets to each copy of your petition.

APARTHENT	NAME OF PRESENT OCCUPANT (Include landlord occupied unita. Write "Vocant" if unoccupied.)	PRESENT RENT			CHBCK (V)			
NUMBER OR LOCATION OF UNIT			MAYINUH RENT	REQUESTED RENT	PER MONTH	PER		
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			and the state of					

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DATA SHOWING INCREASED PAYROLL OR PROPERTY TAXES

Enter data under Property Tares and Monthly Income, Payroll, and Employment only if an allowance is requested for increases in payroll or property taxes not fully reflected in the current year.

PROPERTY TAXES

Enter below the assessments and the tax rates on both real and personal property for the test-month and for the current year. If more than one assessment or tax rate was in effect during the current year show the assessments and rates for each period. Further, specify (1) the taxing authority and (2) separate state, county, and local taxes when such taxes are assessed separately.

TAXING AUTHORITY	PERIOD EFFECTIVE	ASSESSMENT	TAX RATE
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MONTHLY INCOME, PAYROLL, AND EMPLOYMENT

Landlords filing petitions under Section 5(a) (12) of the Rousing Regulation are not required to give information on the monthly income (Column (b) below.)

AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	SEMINATED AND SE	FOR CONSERVATION SOFT FEE	AVERAGE NUMBER OF EMPLOYEES						
(à)	TOTAL INCOME	PAYPOLL	REGULAR (d)	EXTRA (e)					
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10	差級網底與開始的風速等	0.5人分为约约特别指面是1970的Healed	经国际政务和企业	認能到是認識特殊的					
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Test-Month (month immediately proceeding filing of this petition) where									

Payroll means total payroll less salaries of owners or corporate officers.

Regular employees include all those employed on a permanent basis, and paid weekly or by any period longer than a week.

Extra employees include all those employed for special jobs, and paid either by the hour or for the particular job.

The average number of extra employees may be computed by dividing the number of working days in the month into the total man-days worked by extra employees.

CERTIFICATION

I CERTIFI that the information contained in this petition is tree and correct.

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Statement of Income . Tox pense

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Ed Fletcher Papers

1870-1955

MSS.81

Box: 65 Folder: 7

Business Records - Land Companies - Madrid Gardens Apartments, Glendale, Calif. - Correspondence -U.S. Office of Price Administration and Rent Control



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