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## San Francisco Urban Renewal - Relocation and Its Problems

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SAN FRANCISCO URBAN RENEWAL

SAN FRANCISCO URBAN RENEWAL --

RELOCATION AND ITS PROBLEMS

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STUDENT MEMBERS,  
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## SAN FRANCISCO URBAN RENEWAL

## INTRODUCTION

The term "urban renewal" has an idealistic ring suggesting slum clearance, beautified cities, and more and better housing. To some extent urban renewal projects undertaken jointly by the federal Department of Housing and Urban Development (known as HUD) and counties or municipalities through their authorized local agencies (known as LPA's) have achieved slum clearance and refurbishment of some urban areas. Accomplishment has fallen short of ideal in the increase and improvement of housing. Between enactment of the Urban Renewal title of the Federal Housing Law in 1949<sup>1</sup> and a survey in 1967, some \$6 billion of federal money had been spent on urban renewal. One result was the demolition of over 400,000 units of primarily low-income and moderate-income housing and the construction of less than 75,000 units in replacement.<sup>2</sup>

San Francisco Urban-Renewal, which has been one of the HUD-assisted programs undertaken by the San Francisco Redevelopment Agency (the San Francisco LPA), has not escaped criticism for such a disparity between ideal and achievement. The Community Design Center of the University of California Extension has blamed Urban Renewal in San Francisco<sup>3</sup> for

1. *Federal Housing Act, 42 U.S.C. 1455 (1949)*
2. *Report of the National Commission on Urban Problems, 91st Congress, First Session, (1969)*
3. *University of California Extension, Community Design Center, A Citizens' Guide to Housing Programs 42 (1969 revised 1970)*

having destroyed the housing of low-income individuals and families for whom there was no suitable housing available thus having made a critical low-income housing shortage worse.

Congress has made efforts to close the gap between goals and accomplishments of the redevelopment programs by successive amendments to the Federal Housing Act.<sup>4</sup> California legislation which grants authority to localities to set up LPAs followed the federal lead.<sup>5</sup> Citizens adversely affected by demolition of their housing without meaningful provision for relocation in housing within their means and suitable to their needs have taken to the courts.<sup>6</sup> Such litigation has met with increasing success as the law has placed greater

4. *Federal Housing Act of 1949, 42 U.S.C. 1455 as amended 1954, 1959, 1965, 1966, 1968, and 1969.*
5. *California Community Redevelopment Law, Health and Safety Code 33000 (West 1967)*
6. *Harrison-Halstead Community Group v. Housing and Home Finance Administration 310 F.2d 39 (7th Cir. 1962).*  
*Johnson v. Redevelopment Agency of the City of Oakland, California 317 F.2d 72 (9th Cir. 1963).*  
*Green Street Association v. Daley 250 F. Supp. 140 (N. D. Ill. 1966)*  
*Norwalk Core v. Norwalk Redevelopment Agency 395 F.2d 920 (2d Cir. 1968).*  
*Western Addition Community Organization (WACO) v. Weaver 294 F. Supp. 433 (N. D. Cal. 1968).*  
*Powelton Civic Home Owners Association v. Department of Housing and Urban Development 284 F. Supp. 809 (E.D. Pa. 1968).*  
*South End Improvement Association v. City of Hamtrack (E. D. Mich. 1969)*

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demands on the agencies with respect to relocation and as the concept of standing to sue has enlarged.

Two court actions which had preliminary success from the point of view of the plaintiff residents of the project areas were Western Addition Community Organization (WACO) vs. Weaver<sup>7</sup> and Tenants and Owners in Opposition to Redevelopment (TOOR) vs. HUD. The latter was a suit by the tenants and owners organization of the Yerba Buena renewal project. This study arose in part out of that case and the fact that Golden Gate College, School of Law, is located on the border of the Yerba Buena project area. The study began with a recognition that the grievances of the project area residents are real, the practical problems faced by the agencies are extensive, and litigation as a form of dialogue is poorly designed to result in communication.

In addition, litigation as a means of resolving the differences between the agencies and the project area residents is almost prohibitively costly. The residents cannot afford professional services of the quality and extent required to pursue their interests in court without the subsidy afforded by the availability of Legal Services attorneys. Such services themselves represent a cost to the community and

7. *Western Addition Community Organization (WACO) v. Weaver* 294 F. Supp. 433 (N. D. Cal. 1968).

cannot be counted on indefinitely. The cost to the public agency in delays, loss of momentum, and disillusionment of potential sponsors cannot be calculated.

Our project, then, was to review the underlying legislation in relation to the most common grievances arising in the current projects in San Francisco where displacement and the need for relocation are issues (WACO and Yerba Buena). Out of the information gathered, it was our expectation that we would arrive at a handbook of legal means and tactics by which displaced tenants could protect their interests and the rights granted them under the law, conclusions leading to proposals for a forum other than the courts where the differences between the agencies and the residents could be adjusted, and recommendations for legislation, regulations, and procedures by which the differences could be reduced to a minimum.

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### I

#### THE UNDERLYING LAW

##### FEDERAL STATUTES

A landmark in housing legislation occurred in 1949 when Congress passed a housing act providing for urban and rural housing programs. The act also established a national housing policy which stated:

The Congress hereby declares that the general welfare and security of the Nation and the health and living standards of its people require housing production and related community development sufficient to remedy the serious housing shortage, elimination of substandard and other inadequate housing through the realization as soon as feasible of the goal of a decent home and suitable living environment for every American family, thus contributing to the development and redevelopment of communities and to the advancement of growth, wealth, and security of the Nation.<sup>1</sup>

In later years the act was amended. Certain provisions of such amendments are particularly important for this discussion. A 1956 amendment provided for relocation services and payments for persons displaced by urban renewal.<sup>2</sup> This amendment made relocation payments a matter of right. In 1964, a further amendment required Local Planning Authorities (LPA) to establish relocation services to refer displaced

1. 42 U.S.C. 1441 (Supp. III, 1968).

2. Housing Act of 1956, Ch. 1029, s305, 78 Stat. 110



persons to decent housing.<sup>3</sup> In 1965, Congress detailed further essential elements required of the Relocation Assistance program as administered by the Department of Housing and Urban Development (HUD). The Amendment required that:

The Secretary shall require, within a reasonable time prior to actual displacement, satisfactory assurance by Local Public Agencies that decent, safe, and sanitary dwellings... are available for the relocation of each such displaced individual or family.<sup>4</sup>

By an amendment in 1966, Congress attempted to guarantee that low-income housing would not be destroyed without replacement. It was required that a "substantial" number of standard housing units be provided for the moderate and low-income people in areas redeveloped for predominantly residential uses.<sup>5</sup> A 1968 amendment required the number of replacement units to be a majority of the total units replaced, with at least 20 per cent of that majority being for low-income families or individuals.<sup>6</sup> And in 1969, Congress rounded out the housing aspect of urban renewal by requiring that housing units at least equal in number to the number existing prior to renewal be provided if the existing vacancy rate is less than 5 per cent in the jurisdiction of the LPA.<sup>7</sup>

3. *Housing Act of 1964, Pub. Law No. 88-560, s305(6), 78 Stat. 786*

4. *42 U.S.C. 1455(c)(2)*

5. *Id.* (f)

6. *Id.* (g)

7. *Id.* (c)(3)

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Adequate relocation facilities described in 42 U.S.C. 1455(c) (1) (2) supra, are part of the contractual commitments binding on all LPA's by virtue of their contracts for federal funds.<sup>8</sup>

### HUD REGULATIONS

In addition to the large body of statutory law (supra), HUD has promulgated administrative regulations which spell out in great detail the requirements for the LPA's planning and administration of urban renewal projects. In order for the LPA to obtain initial Federal funds and get supplemental grants for specific renewal projects, it must meet the various requirements set forth by HUD.<sup>9</sup> Of particular interest here are the requirements pertaining to the development of the Workable Program's plan for relocation of the site residents.

The Workable Program Handbook contains provisions specifying the way in which relocation is to be carried out. An "Effective Program of Assistance" to families and individuals displaced by the renewal process is required. And the

8. *Housing Act of 1949, Ch. 338, §105 (c), 63 Stat. 413, as amended, 42 U.S.C. 1455 (c) (Supp. 111, 1968).*

9. *42 U.S.C. § 1451 requires that the LPA present to HUD, before any loan, grant, or mortgage is entered into a "Workable Program for Community Development." The Workable Program is essentially a comprehensive statement of the local housing policy and a description of anticipated efforts in planning and programming, citizen participation, codes and enforcement, and housing and relocation. Workable Programs must be recertified by HUD every two years.*

"development of a housing inventory and continuing capability within the community to plan and implement a program to expand the supply of housing for minority and low- and moderate-income families and individuals" must be included in the LPA's Workable Program.<sup>10</sup>

HUD regulations relating to the relocation process specifically require: 1) that the LPA effectively distribute comprehensive information about the renewal project; 2) that the Relocation Office be easily accessible to project area residents; 3) that the LPA submit a survey estimating how many residents are to be displaced and a description of the housing supply available to the displacees; 4) that there be assurance of certain amenities, such as schools and other public and commercial facilities; 5) that all dwellings to be used by the displacees meet standards set forth above prior to referral; and 6) that the LPA determine that relocation housing meets local code requirements and, if it does not, that the LPA attempt to obtain code compliance and/or secure other housing for the displacee.<sup>11</sup>

#### CALIFORNIA LAW

California law authorizes a local community through its appropriate legislative body to establish a redevelopment

10. See U.S. Dep't of Housing and Urban Development, Urban Renewal Handbook, RHA 71001, Ch. 6 .

11. Id., Ch. 2

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agency<sup>12</sup> or declare itself to be the agency.<sup>13</sup> Before a community can begin actual redevelopment of an area, the local redevelopment agency is required to adopt a master plan which projects the community's long range planning goals as established by the local legislative body.<sup>14</sup> All subsequent plans must conform to the master plan.<sup>15</sup> The master plan is developed in a series of steps. The initial step is the designation of a survey area.<sup>16</sup> Designation is a function of the local legislative body. The legislative body or the planning commission<sup>17</sup> then establishes project areas within the survey area<sup>18</sup> setting forth a preliminary plan which establishes project boundaries and general plans for land use.<sup>19</sup>

The preliminary plan is then sent to the redevelopment agency which prepares a detailed redevelopment plan<sup>20</sup> for the project area.<sup>21</sup> At this point in the redevelop-

12. *Cal. Health and Safety Code 33110*
13. *Id.* 33200
14. *Cal. Gov't. Code 65300*
15. *Cal. Health and Safety Code 33324*
16. *Id.* 33310
17. *Id.* 33310
18. *Id.* 33322
19. *Id.* 33324
20. *Id.* 33330
21. *Id.* 33333-33336

opment process an opportunity for public participation occurs. The redevelopment agency must conduct a public hearing on the proposed plan.<sup>22</sup> This hearing may be held jointly with the local legislative body,<sup>23</sup> which is also required to hold such a hearing, or the hearings may be held separately.<sup>24</sup> Notice of the hearing must be given to the general community and the affected landowners.<sup>25</sup> The requirement is that the legislative body and the LPA each hold a hearing unless they elect to hold the hearing jointly in which case only one hearing is required.<sup>26</sup>

Prior to 1971, under California law, this was the only participation available to residents of the project areas; however, an amendment to the community development law currently provides for participation of project area residents through a project area committee which may be formed at the discretion of the local legislative body.<sup>27</sup> If project area committees are formed, the committee must, when applicable, be composed of residential owners, residential tenants, businessmen and members of non-business organizations.<sup>28</sup>

If a project area committee is formed, the redevelopment agency must, with approval of the legislative body, consult

- 22. *Id.* s 33352
- 23. *Id.* s 33355
- 24. *Id.* s 33348 & 33360
- 25. *Id.* s 33349
- 26. *Id.* s 33348
- 27. *Id.* s 33385
- 28. *Id.* s 33385

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with and obtain the advice of the project area committee.

The project area committee, known as PAC, must have a voice in the planning and provision of residential facilities or replacement housing for those to be displaced under the redevelopment plan and in such other policy matters as affect the residents of the project area.<sup>29</sup> These provisions for consultation and a part in decision making apply throughout the planning stage of the project and for a three year period after the adoption of the redevelopment plan.<sup>30</sup>

The local legislative body (City Council or County Board of Supervisors) creates an LPA pursuant to the California Housing Code and from time to time passes ordinances or resolutions designating redevelopment project areas. Before the legislative body passes an ordinance enabling the LPA to begin renewal in the project area, the legislative body must find that: 1) redevelopment is necessary for the public health, safety, welfare, and morals; and 2) the agency has a feasible method or plan for the relocation of families and individuals who will be displaced by the renewal activities.<sup>31</sup> This method or plan must of course meet the requirements of the federal law.

29. Id. s 33386

30. Id. s 33386

31. Id. s 33367

II

THEY ARE VICTIMS -- NOT BENEFICIARIES

MUSEE DES BEAUX ARTS

About suffering they were never wrong,  
The Old Masters: how well they understood  
Its human position; how it takes place  
While someone else is eating or opening a window  
or just walking dully along;  
How, when the aged are reverently, passionately  
waiting  
For the miraculous birth, there always must be  
Children who did not specially want it to happen,  
skating  
On a pond at the edge of the wood;  
They never forgot  
That even the dreadful martyrdom must run its  
course  
Anyhow the dogs go on with their doggy life and  
the torturer's horse  
Scratches its innocent behind on a tree.  
In Brueghel's Icarus, for instance; how everything  
turns away  
Quite leisurely from the disaster; the ploughman  
may  
Have heard the splash, the forsaken cry,  
But for him it was not an important failure; the  
sun shone  
As it had to on the white legs disappearing into  
green  
Water; and the expensive delicate ship that must  
have seen  
Something amazing, a boy falling out of the sky,  
Had somewhere to get to and sailed calmly on.

w. h. auden

The purposes of this section of the study have been:

- (1) to ascertain San Francisco Redevelopment Agency's (hereafter SFRA) renewal policy;
- (2) to determine the San Francisco

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rental picture and to compare the picture as it is found with the picture as it is interpreted by SFRA; (3) to describe SFRA relocation procedures; (4) to consider the extent to which SFRA has discharged its statutory obligation to relocate displacees in "decent, safe, and sanitary" housing which they can afford; and (5) to discuss some of the predictable psycho-social effects of relocation.

The study concentrates on persons displaced as a result of both the Western Addition and Yerba Buena Renewal Projects. For a clear understanding of the relocation picture in San Francisco, a brief description of the law suits emanating from each Renewal Project is necessary.

In Tenants and Owners in Opposition to Redevelopment (TOOR) v. HUD<sup>1</sup>, filed in 1969, the United States District Court for the Northern District of California enjoined SFRA from continuing the Yerba Buena Project because the agency was not providing adequate relocation housing. The court found Congress intended that residents of blighted areas be "the beneficiaries, not the victims of renewal;"<sup>2</sup> an interpretation which the court found was not being enforced by the agencies.

Western Addition Community Organization (WACO) v. Weaver<sup>3</sup> was a successful suit to force compliance with the same relo-

1. Tenants and Owners in Opposition to Redevelopment (TOOR) v. HUD (No. C-69, 324 5AW, N.D. Cal. Nov. 9, 1970)
2. Id.
3. Western Addition Community Organization (WACO) v. Weaver 294 F. Supp. 433 (N.D. Cal. 1968).



cation statutory provisions as were involved in the Yerba Buena case. In the Western Addition, as in Yerba Buena, the problem was the destruction of housing units in the absence of adequate relocation housing. As in Yerba Buena, the response of the responsible federal and local officials to the problem thus created appeared to be to ignore it. As stated by Judge Sweigert in the WACO injunction.<sup>4</sup>

. . . [T]he record shows that there has been no compliance by the local agency with the contractual provisions required by Section 1455 (c) (1), i.e., that there be a feasible method for temporary relocation of individuals and families displaced from the urban renewal area and that there are, or are being provided, in the area, or in other areas -- not less desirable in regard to public utilities and public and commercial facilities and at rents within the means of the individuals and families displaced from the area, decent safe and sanitary dwellings, equal in number of and available to such displaced individuals and families and reasonably accessible to their places of employment.

Further, the record shows that there has been no determination in any legal sense that the purported assurances given by the local agency in its relocation plan of August 15, 1967, are "satisfactory" to the Regional Director within the meaning of Section 1455 (c) (2) or his own regulations.

Judge Sweigert made it clear that his concern was not merely that HUD failed to find the plan unsatisfactory, but that the relocation plan of SFRA was in fact not satisfactory.

#### SAN FRANCISCO RENEWAL POLICY

As a prerequisite to federal funding for an Urban Renewal

4. Id.

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Project, the San Francisco Redevelopment Agency must demonstrate the existence of a "workable program for community development" certified by the Secretary of the Department of Housing and Urban Development (HUD).<sup>5</sup> A requirement for certification of a workable program is that there be a "Citizens' Action Committee" to participate in the planning of urban renewal projects. The San Francisco Planning and Urban Renewal Association (known as SPUR) was designated by SFRA as the Citizens' Action Committee.

SPUR has expressed its renewal policy in its publications. In its Prologue for Action (1966) in the section subtitled "The People", SPUR outlines its suggestions for an "approach to change in the city."

If San Francisco decides to compete effectively with other cities for new "clean" industries and new corporate power, its population will move closer to "standard White Anglo-Saxon Protestant" characteristics. As automation increases, the need of unskilled labor will decrease. Economically and socially, the population will tend to range from lower middle-class through lower upper-class.

Elsewhere in the same publication, SPUR gives its answer to the question of whether or not San Francisco should influence the composition of its population.

Selection of a population's composition might be undemocratic. Influence on it, however, is legal and desirable for the health of the city. A workable though changing balance of economic levels, social types, age levels, and other factors must be maintained. Influence on these factors should be

5. *Federal Housing Act of 1949, 42 U.S.C. 1451 (c)*

exerted in many ways -- for example, by changing the quality of housing, schools, and job opportunities. (Emphasis added)

SPUR's designation by SFRA as the Citizens' Action Committee raises questions as to how much of SPUR's elitist policy should be imputed to SFRA.

If SPUR's policy is to be imputed, SFRA plans to select the composition of the population by changing the quality of housing. Some evidence that this is so is found in the fact that over 6,000 low-income units have been demolished in renewal areas and only 682 units have been built in replacement -- a net loss of over 5,000 low-income housing units in San Francisco.<sup>6</sup> Esta Armstrong, a former SFRA Supervisor of Residential Relocation, believes that this is SFRA policy and so stated in an affidavit filed in the WACO suit in support of the petition for an injunction:

To the policy makers at the SFRA, urban renewal has been and continues to be a device for clearing large land areas of poor people and creating in their stead "new towns" which the former residents cannot possibly afford to live in -- even indulging the assumption that any of them are still around when new units are finally built.<sup>7</sup>

#### LOW INCOME RENTAL PICTURE

HUD considers a rental vacancy rate of four to six per cent to be a reasonable norm.<sup>8</sup> When the vacancy rate drops

6. *San Francisco Dep't of Planning, Issues in Housing, Housing Report No. II July 1969*
7. *Esta Armstrong Affidavit in support of the petition for Restraining Order in WACO Suit (N.D. Cal. No. 49053, 1968)*
8. *U. S. Department of Housing and Urban Redevelopment,*

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below 3%, HUD requires a one-to-one replacement of units destroyed in order to provide relocation housing for displacees.<sup>9</sup>

The San Francisco Planning Department's study of Housing in December, 1969,<sup>10</sup> found:

Vacancy rates in all types of multi-family dwelling units in San Francisco are below the 1966 level. The city-wide average vacancy rate for all types of apartments, at all rent levels, is 2.3%, and most available units rent for more than \$100 a month . . . Significant blocks of vacant units appear only in the rental range above \$100. Of the total 4,988 units reported vacant only 434 were in the less than \$100 category.

The Planning Department study also revealed that the city-wide vacancy rates for one-room or studio apartments renting under \$100 varied between 0% and 0.3%. The only type of rental units for which the vacancy rate exceeded 1% were units having three or more bedrooms and renting for at least \$150 (1.79% vacancy rate) and one-bedroom units renting for at least \$100 (1.76% vacancy rate).

The table which follows summarizes the vacancy factor by size of unit and rental price.

Urban Housing Market Analysis, 30 (1967)

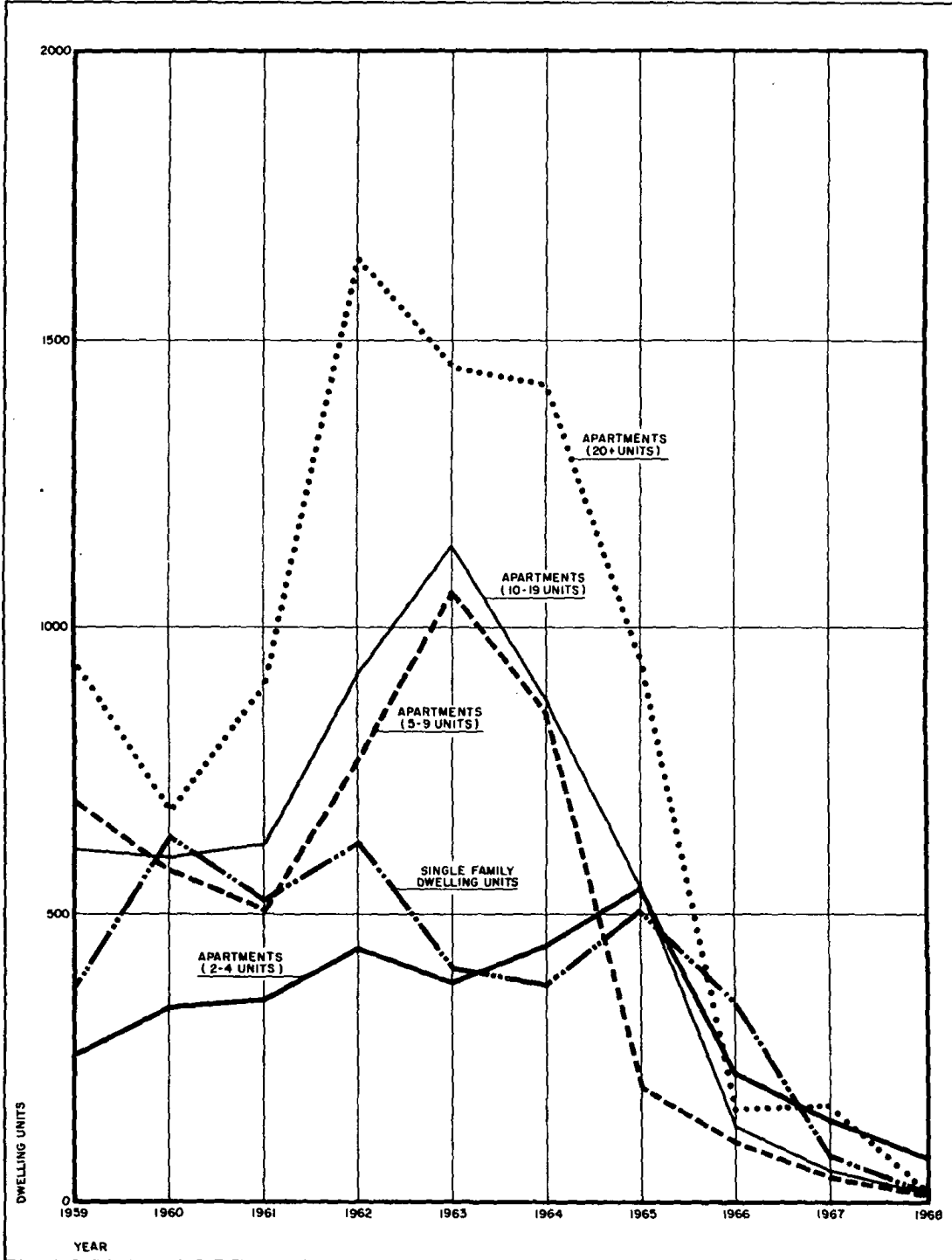
9. U.S. Department of Housing and Urban Redevelopment, Workable Program for Community Improvement, RHA 7100. 1, Chapter 6, p. 2.
10. San Francisco Department of Planning, Survey of Housing, Report 3 (December 1968)

The graph following shows the decline in new construction through 1968 by which time it was virtually at a stand-still.

VACANCY RATES FOR LOW- AND MODERATE-INCOME RENTAL UNITS				
RENT	STUDIO	1 BR	2 BR	3 BR
Under \$ 50	0.00	0.00	0.00	0.00
50 - 59	0.00	0.00	0.00	0.00
60 - 69	.17	0.00	0.00	0.00
70 - 79	0.00	0.00	0.00	0.00
80 - 89	.13	0.00	0.00	0.00
90 - 99	.26	0.00	0.00	0.00
100 - 124	- -	1.76	.05	.19
125 - 149	- -	- -	- -	.17
150 - 174	- -	- -	- -	1.79
175 - 199	- -	- -	- -	0.00

SOURCES: Rent levels used were the maximum charged in San Francisco 221(d) (3) projects. Vacancy rates are from a recent survey by David Bradwell and Associates for the San Francisco Department of City Planning.

NUMBER OF SAN FRANCISCO DWELLING UNITS FOR WHICH BUILDING PERMIT APPLICATIONS WERE RECORDED



Source: David Bradwell and Associates, Survey for Department of City Planning, 1969



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In the single year of 1968, overall rents in San Francisco jumped 10%.<sup>11</sup> The pattern of rent escalation was particularly severe in poverty areas of the city.<sup>12</sup>

Overcrowding is an additional burden on low-income housing residents. Overcrowding has been characteristic of poverty areas of San Francisco for many years. The 1960 census showed that 19% of non-white families and individuals were living in conditions officially classified as overcrowded, i.e. where the density rate exceeded 1.1 person per room.<sup>13</sup> Since that time all the indicators point to an increase in overcrowding: the vacancy rate has dropped sharply; housing construction is at a stand-still; the waiting list for public housing is 7,889 (single persons, 4,323; families, 3566) with a waiting period of five to eight years.<sup>14</sup> San Francisco redevelopment has failed to address itself to a solution to this problem, but has, on the contrary, been responsible for a net loss by demolition of more than 5,000 units of low-income housing.

In the face of this dismal picture SFRA finds that there is an abundance of low-income housing. Using the concept of

11. 1969 First Quarter, Northern California Real Estate Report 55, (quoting Bureau of Labor Statistics figures from Index of the Trend in the Cost of Living)
12. Unpublished testimony from hearings before the State Department of Social Welfare at the State Building 455 Golden Gate Avenue, Room 1194, Friday, Oct. 3, 1969.
13. Arthur D. Little Company, San Francisco Community Renewal Program, San Francisco Fact Book, 103.
14. Interview with F. Threefoot, Manager of Rentals for the San Francisco Housing Authority October 9, 1970



turnover to determine vacancy rate, SFRA submitted in its "Workable Program" that San Francisco's vacancy rate is 11.8%. (Relocation Program Form HUD 6122) Total annual vacancies based on turnover are calculated by multiplying the number of vacancies which occur in a base period by the number of such base periods in one year. (Number of vacancies which occur in one month are multiplied by 12) HUD officially repudiates and prohibits the use of turnover in assessing relocation resources. As stated in HUD Regional Circular 907:<sup>15</sup>

(Turnover) has very limited applicability, if any, in ascertaining available relocation housing resources. . . It is only the excess units -- or vacancies -- which can be considered as supplying relocation housing resources for displaced families. . . Turnover units that can be used for relocation can not exceed in amount the number of vacant standard housing units that are in excess of the minimum amount required for mobility. Turnover units and vacant units are not additive.

The errant 11.8% vacancy rate enables SFRA to rely on existing housing for relocation and allows construction of public facilities such as are planned for Yerba Buena (sports arena, theatres, hotel, office buildings) rather than low- and moderate-income housing since the one-to-one replacement requirement is inoperative if the vacancy rate is over 3%.

HUD regulations<sup>16</sup> require that displacees be located in housing which can qualify as standard. A spot check by HUD in

15. *Dep't of Housing and Urban Development circular 907  
Urban Renewal Relocation 10*

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the Western Addition in 1969 revealed that 20% of the SFRA relocations were in substandard housing.<sup>17</sup> The Comptroller General reported that in the Western Addition SFRA had reported families rehoused in standard housing when, in fact, half the families checked had moved into sub-standard housing.<sup>18</sup>

SFRA relies on public housing as an additional relocation resource although the period on the waiting list is from five to eight years.<sup>19</sup>

### SFRA RELOCATION METHODS

Esta Armstrong, who had experience as a relocation official with SFRA, testified by affidavit in support of a pleading in the WACO suit<sup>19a</sup> that:

. . . relocation was expected to be and was accomplished in a piecemeal, haphazard way -- whatever means proved necessary to get people to move.

In the same document she also stated that SFRA made no efforts to inform project area residents of their rights and that:

. . . it was official Agency policy to push displacement as vigorously as possible. It was not uncommon, for example for a family to be given two

17. *Pitts Deposition, Exhibit 1, WACO suit (N.D.Cal. File No. 49053, 1968)*

18. *Comptroller General of the United States, Review of Slum Clearance and Urban Renewal Activities of San Francisco Regional Office, (1959)*

19. *Supra, note 17.*

19a. *Supra, note 7.*

or three referrals to dreadful units they could not possibly want. After the final referral was refused, the Agency felt justified in sending the household a thirty-day notice to vacate for "non-cooperation." Another frequent tactic to get people out was the scare tactic of telling uneducated, uninformed and impoverished people that they had to move because their house was about to be demolished. This information was rarely, if ever, accompanied by any decent relocation assistance as there was simply none available. The threat of imminent demolition was used to convince people that the Redevelopment Agency meant business and was often followed by actually moving demolition equipment into the vicinity. . .

The four case histories which follow will illustrate and document some of the tactics referred to by Esta Armstrong. The case histories are from affidavits filed in the TOOR case.<sup>20</sup> They will show that the SFRA:

1. Promises rent assistance before displacement and fails to obtain it;
2. Promises moving assistance before displacement and fails to provide it;
3. Fails to assist displacees in finding permanent housing once they are temporarily located;
4. Gives referrals to housing which is not vacant; and
5. Attempts to hurry residents failing to move by turning off heat, hot water and electricity.

20. *Tenants and Owners in Opposition to Redevelopment (TOOR) v. HUD (N.D. Cal. File No. C-69, 324, SAW, Nov. 9, 1970)*

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## EXAMPLE I

My name is Kathryn Jane Harrison. I am 59 years old. Until October 28, 1969, my husband, Otto Benjamin Harrison and I lived at the Owen Hotel, 50 Third Street, San Francisco. We lived there five years. The Owen Hotel is within the boundaries of the Yerba Buena Project Area.

I have arthritis from the base of my neck to the tip of my spine. I also suffer from curvature of the spine.

While we lived at the Owen Hotel our rent was \$60 per month our total then and now is from General Assistance and is \$166.05 per month.

Sometime during the summer notices began to appear inside the Owen Hotel stating that the building had been bought by the San Francisco Redevelopment Agency and that all residents would have to move by the end of October.

During the latter part of August or the early part of September my husband went to the Howard Street site office of the San Francisco Redevelopment Agency to see what he could find out about where we would have to move once the Owen Hotel closed. My husband spoke to a Mrs. Kaiser, who gave him a written list of five hotels for our consideration. Attached to this affidavit is a true and correct copy of the list given my husband. He checked every one of the referrals but none were any good. The George Hotel, 906 Howard Street was in an area he thought we should steer clear of. The Union Hotel, 2030 Mission Street had no vacancies. The Cadillac Hotel, 380 Eddy Street started at \$90 per month -- more than we could possibly afford without a permanent subsidy. We both went to see the Vincent Hotel, 459 Turk Street. No one answered the bell when we first went. The next day my husband tried again but never succeeded in getting the manager to answer the bell. The last hotel on Mrs. Kaiser's list, the Germain, 34 Ellis Street, was filled.

About two weeks before the Owen Hotel closed my husband and I went to the Howard Street office of the Redevelopment Agency in order to get things straightened out. I wanted to know, for example, whether the Redevelopment Agency would make up the difference between what we could pay and the rent we were apt to encounter in the studio apartment market. We spoke to a Mr. Blanchfield who stated that the Redevelopment Agency could go "up to \$105 per month" which I understood to be a supplement of up to \$55 over the \$60 per month

we are allowed under General Assistance for rent. He indicated that we would receive a total of \$1000 over a two year period, pro-rated in payments of about \$45 per month.

Mr. Blanchfield then dictated a list of four hotels for my husband and me to consider. Once again my husband walked to the addresses we were given and once again he was unable to find anything. The Blackstone Hotel, 81 Ninth Street had no vacancies. The Potter Hotel, 1288 Mission Street had no vacancies either. When my husband entered the lobby of the Chase Hotel, 1278 Market Street, the manager was busy throwing out a number of drunks. At that point my husband concluded that the Chase was not a place we ought to move to. The Adrian Hotel, 493 Eddy Street, was all filled when my husband went over to inquire about a room.

Shortly after this run-around regarding places to move to, my husband was assaulted on the street by an unknown assailant and injured so severely that he had to wear a cast over both shoulders extending to his waist. He was wearing this cast on the day that the Owen Hotel was closed.

About ten days before the Owen Hotel closed I incurred multiple injuries as a result of falling through a cracked fire-escape window which broke as I tried to lift it to gain entrance to my accidentally-locked room. The several pieces of glass which entered my arms and legs, as well as the fact that glass had cut the tendons on my right hand has made it extremely difficult for me to move around since. I was in great pain on October 28th, the day the Owen Hotel closed.

On Monday, October 27, 1969, Mr. Blanchfield of the Redevelopment Agency came to see me. He said that the Owen Hotel was going to close the next day and that my husband and I would have to move. I told him that my husband was in a cast over both shoulders and down to the waist and that I had severely injured my hand and that for these reasons moving on the following day would be extremely difficult. Mr. Blanchfield stated that regardless of our disabilities we would have to move the next day anyway. He then stated that he would arrange to have a mover come to get our belongings.

About 9:30 a.m. on Tuesday, October 28, Mr. Purcell returned this time accompanied by a Mr. Blanchfield. They told me that my husband and I would have to be out by 12 noon. My husband was not there at the time. The man indicated that regardless of my husband I would have to move to the Albany Hotel, 187 Third Street. They went away.

## SAN FRANCISCO URBAN RENEWAL

While they were gone my husband came back and I told him what I had been ordered to do. He asked me why the two of us could not move together. I did not know. My husband went out again to the store and while he was away Mr. Blanchfield and Mr. Purcell returned. I indicated that my husband had just left and asked if we could try to catch up with him in the lobby. We did so and my husband and I talked again to these relocation people. My husband said that we had no money for rent or food. They indicated that they could arrange to pay our rent for ten days at the Albany Hotel until our General Assistance checks came.

At this point we returned to our room for the last time to collect what we could carry. I left the Owen Hotel with the clothes I had on and a portable radio. My husband carried with him a small suitcase containing one tee-shirt, one pair of his slacks, two pairs of my slacks and one change of underclothes for me. We had to leave everything else behind. The items we had to leave behind included: an electric frying pan, two electric coffee percolators, two hot plates, dishes, silverware, and cooking utensils. We also had to leave behind all of our clothes, including my top coat with beaver collar, five pairs of my husband's slacks, six sportshirts and dress shirts, four or five suit jackets, a heavy, interlined overcoat, three pairs of his shoes and five pairs of mine.

When we were ready to go Mr. Blanchfield and Mr. Purcell drove us to the Albany Hotel, 187 Third Street, arranged for ten days rent to be paid and left us there.

The following Sunday, pus and blood began to discharge steadily from the wounds I received several weeks earlier when I fell through the window at the Owen. After visiting the Canon Kip Community House for the first aid I was sent to San Francisco General Hospital, where I remained for one week.

By this time my husband had managed to find us a room at the Gladstone Apartments, 706 Eddy Street. After we moved in and began paying \$65 per month I went to the Howard Street office of the Redevelopment Agency to see Mr. Blanchfield. I asked him when my husband and I would begin to receive the \$45 per month subsidy he had promised us. Mr. Blanchfield stated that he had never told me I was eligible for any such payments. I then asked when I would return to the Owen Hotel for a brief moment to retrieve the items we were forced to leave behind on October 28. Mr. Blanchfield first replied that he had assumed that we did not want the items we left behind that day. He then

added that he was sure that vandals had already been through the Owen Hotel and cleaned it out.

I am not a vindictive person and I do not hold grudges, but the treatment that my husband and I received at the hands of the San Francisco Redevelopment Agency was inexcusably harsh and inhumane.

KATHRYN JANE HARRISON

## EXAMPLE II

My name is Leonard D. Kaminski; I am fifty-one (51) years old. My current address is the Lenard Hotel, 391 Leavenworth Street, San Francisco, California. I moved there on August 27, 1969, after being forced out by the Redevelopment Agency.

Before I moved to the Lenard Hotel I lived with my present roommate, Edward Hider, in the Argus Hotel, 149 Third Street. I lived at the Argus for 14 years, and considered it my home.

I am employed as a houseman at the Victoria Hotel, Bush and Stockton Streets. My net earnings are less than \$300 per month.

Our rent at the Argus Hotel was \$45 when we left. Our present rent at the Lenard Hotel is \$100 per month. Because my roommate's only income is from Social Security and is about \$45 per month, I pay the larger share of our expenses. Those expenses include, besides rent and food, laundry bills, haircuts, and other incidentals required by my job.

Mr. Hider and I received form letters from the San Francisco Redevelopment Agency telling us that the Argus Hotel was going to be closed on August 27, 1969, and that we should come to the Agency's office at 820 Howard Street.

When we first visited this office we talked to a person named Betty who promised that the Redevelopment Agency would find us a nice place that we could afford and where we could cook our meals. She also said they would try to find a place that took pets. She also told us to start looking ourselves. Betty also mentioned that I would be paid \$75 for our moving expenses, and \$5 compensation for being forced to move out.

## SAN FRANCISCO URBAN RENEWAL

Because I work during the week my roommate and I were only able to look for places on the weekends and since we don't have a car, we had to look on foot. After a lot of looking Mr. Hider and I found a one bedroom apartment on Valencia Street for \$120 a month where we could cook and also keep our little dog. It was the best and cheapest we could find. Because we had been told that any place we found by ourselves had to be cleared with the Redevelopment Agency and because the manager said the place had to be fixed up before anyone could move in, we didn't move in that weekend. When we reported our discovery to the Redevelopment Agency on Monday, they called the manager and then told us that the place had already been rented. They said we should have put down a deposit. Mr. Hider and I do not have any extra cash around to make rent deposits so we were out of luck.

Except for telephoning the manager of the Valencia Street apartment, the Redevelopment Agency did nothing for us and did not participate at all in our efforts to find a new place before the Argus Hotel closed. On August 27, 1969, I was suddenly telephoned by Mr. Pope of the Redevelopment Agency and told to leave work and come to the Argus Hotel to help Mr. Hider move our belongings out of the building before noon, when the doors would be locked. When I arrived at the hotel, Mr. Pope told me that they had found a room for Mr. Hider, me, and our dog at the Lenard Hotel for \$80 a month. He assured me that Mr. Hider and I would get our relocation payments promptly and urged us to get up to the Lenard, in the North of Market Street Tenderloin area.

When we got to the Lenard Hotel we learned that the room the Agency found for us was only available for one week and that after a week we would have to move to a \$25 a week room. Because we did not have enough cash to pay for a full month at the Lenard under any circumstances, and because the Agency had locked us out of the Argus, we paid \$20 for one week and moved in.

For the first week we lived in a \$25 a week accommodations. This room, where we still live, is covered with cockroaches; I have seen more of them in four weeks than in the whole fourteen years I lived at the Argus. Only two of the three windows can be opened. There is no bath. We keep a towel stuffed under the door to protect against drafts of cold air, but that doesn't do much good since the refrigerator makes the room itself cold anyway. The mattress is pitch black and it looks to me as if a corpse was the last thing to lie on it. Also, the steam heater draws no heat because it is operated centrally and the manager refuses to turn on the heating system.



Furthermore, the Argus Hotel was in a part of the City which is flat, has a good climate, and is safe at night. The Lenard Hotel is in the Tenderloin, one of San Francisco's many hilly areas, and the climate is worse. Since I have sinus trouble and still suffer the effects of shell shock, this change of location has been a strain on my health. Even worse, Mr. Hider and I are afraid to walk outside in the evenings, and sirens are going all night long in the Tenderloin and we can't sleep. When we lived at the Argus we used to go for a walk practically every night. Also, since we can't cook in our room, we have to eat in restaurants we can't afford.

My roommate and I do not want to remain at the Lenard Hotel and would never have moved here on our own. Because we were upset about where the Redevelopment Agency put us, we have gone down to the Howard Street office several times to complain. Each time we go we get told our files are missing or something else to avoid the issue. At last we went down on Monday, September 29th and requested more assistance from the Agency in finding another place. We learned from Mr. Robert Pope that, because we had given away our little dog, we were "in a new ball park" and that it would be no real problem for us to find a nice place. That day the Agency had no referrals at all in the only area of San Francisco really livable for us -- near my place of employment and outside the Tenderloin and Fillmore districts. We left with the understanding that as soon as our relocation worker, William Blanchfield, found a studio apartment in our rent range he would call me at my job and we would check it out.

So far the Redevelopment Agency has not called me about any places and it looks like finding a new place will be up to Mr. Hider and me. We are really caught at the Lenard. Because our rent is so high and because we have other regular expenses we don't have anything left for a deposit on a better place. If we put our rent money on a deposit, we could be thrown out of the Lenard for failing to pay rent before the new place was ready for us.

Dated: October 7, 1969

LEONARD D. KAMINSKI

### EXAMPLE III

My name is Ramon Pacheco. I am 46 years old.

I was born in Puerto Rico but have travelled around the

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world as a merchant seaman for thirty-two years.

For the past year I have lived in San Francisco and for the past six months I have lived at the Owens Hotel, 50 Third Street.

My rent at the Owens Hotel has been \$9.20 per week. It is all I can afford.

I get General Assistance from the Welfare Department every two weeks. I get \$20 for rent, \$15 for food, \$1.30 petty cash and bus tokens.

On Tuesday, October 28, 1969, the Manager of the Owens Hotel started knocking on all the doors in the place telling all of us living there that we all had to get out by midnight. They said if we didn't leave on our own the sheriff would come and get us out.

I did not know why we all had to leave but I did not think I had any choice so I began to pack my things. The other people did the same thing. There were a lot of people living at the Owens Hotel when we were told to get out.

I do not have a car so I could only take what I could carry with me. I took some clothes and other things, but I had to leave behind many valuable things including electric appliances and lots of clothes.

I finally got downstairs with my things at 5 o'clock on Wednesday morning. While I was in the lobby of the Owens Hotel the elevator boy said, "Hey Checo, where are you going?" I told him I had been ordered to get out. He said I was right to get going because the Owens Hotel was going to be closed.

On Wednesday, October 29th I got a \$20 rent order to go to the Dudley Apartments on Sixth Street for a room. When I went there they said they didn't have any rooms available.

I don't have any place to go. I spent the night of October 29th at the Howard Hotel, 184 Sixth Street, but it's in a bad neighborhood and I don't want to stay there any longer than I have to.

During the six months I lived at the Owens Hotel I do not remember getting any letters telling me I had to get out by October 28th.

I never was any trouble to anyone at the Owens Hotel. I paid my rent on time and was a good tenant. I do not

understand why they threw me and everybody out.

Dated: 11/3/69

RAMON PACHECO

EXAMPLE IV

My name is CHARLES STIVENA SMITH. I am 72 years old.

I live at the Colorado Hotel, 114 Third Street, an address within the boundaries of the Yerba Buena Project Area. I have lived at the Colorado Hotel for the past twenty years. I am a widower.

I am retired and live on a pension of \$225.00 a month.

My room at the Colorado Hotel costs me \$30 a month. It is a good sized room with two big windows facing onto Third Street. The place is quiet and near all conveniences. I like it there and I do not want to move.

Sometime this fall I got a letter from the San Francisco Redevelopment Agency which said that they were going to close the Colorado Hotel on December 3, 1969. During November the relocation people spent a lot of time trying to get me to move out. Mr. John Purcell and a young man I believe is Mr. Blanchfield gave me several lists of other hotels to look at and took me to see some of them. The other places did not compare to the Colorado and cost a lot more so I told them I was not interested in moving.

About a month ago I learned that a judge had said that people didn't have to move from Third Street if they didn't want to. I thought that everything would be all right and that I could stay on at the Colorado Hotel.

I pay my rent by the month. Because I plan to stay at the Colorado I paid my full rent for the month of January on January 3rd.

Even though I want to stay here several things have happened lately which came close to forcing me to move out anyway.

In the last week in December the heat and hot water went off again and were absolutely unavailable for over a week. My complaints to the clerk brought no results.

There is no electricity in the bathroom and they no

## SAN FRANCISCO URBAN RENEWAL

longer provide any toilet paper.

I have not been given any fresh linen for my bed for several weeks. In the past, fresh sheets were provided by the hotel every week.

Also, I was without electricity in my room for over a week (at the same time that the heat and hot water were turned off). The wall switch had been giving me trouble so I asked to have it repaired. Someone came who was suppose to repair the switch but instead he made it even worse and sparks began flying from it. That switch made me afraid to stay in my own room.

On Wednesday, January 7, 1970, Mr. John Purcell from the San Francisco Redevelopment Agency came to see me. This was his sixth visit to me since early December. Every time he comes his only question is "When are you going to move, Mr. Smith?" Sometimes he has brought other Redevelopment people with him, including a man I understand to be Robert Pope.

When Mr. Purcell came this time I told him about the lack of heat and hot water and told him to get them back on. I said I thought I was entitled to these things since I paid my rent. He did not give me a very good answer and just mentioned something about something being disconnected downstairs in the hotel. Then Mr. Purcell told me I should move to the Chase Hotel where things would be better. I have seen the Chase. It was one of the places the relocation people showed me back in November. The rooms are smaller than my place at the Colorado and the rent is about \$60 a month per person. There are no single rooms at the Chase either; everyone has a roommate.

Mr. Purcell told me that if I moved I would get \$42 a month for the next two years. Because it looked like they were not going to put on the heat and hot water, I gave him a deposit of \$30 on a room at the Chase.

That evening I finally got word through a visitor to my attorney, Mrs. Fisher, that the heat and hot water had been off for a week and that I was being forced out. I made it clear to her that if the heat and hot water were put back on I would certainly stay at the Colorado.

On Thursday morning, January 8, Mrs. Fisher called the Redevelopment Agency from our telephone at the Colorado and demanded that the heat and hot water be turned back on. She waited with me and the other tenant for over three hours until

the heat at last came on. Some repairmen also got to work and fixed my light.

After Mrs. Fisher used the Colorado telephone, Mr. Robert Pope of Redevelopment instructed the desk clerk here that the telephone was not to be used by anyone except Redevelopment employees.

Since the heat and hot water were turned back on at the Colorado on Thursday, January 8, 1970, I have not had any more visitors from Redevelopment.

Dated: 1/20/70

CHARLES STEVENA SMITH

## SAN FRANCISCO URBAN RENEWAL

### DECENT, SAFE AND SANITARY

Section 1455 (c) (1) requires that the decent, safe and sanitary relocation housing obtained for displacees be in areas "not less desirable in regard to public utilities and public and commercial facilities" and that such areas be "reasonably accessible to (displacees') places of employment." The Redevelopment Agency takes the position<sup>21</sup> that:

. . . In view of the relatively small area which San Francisco covers and the excellent public and commercial transportation system in the City of San Francisco, the Agency has designated any area in the City as acceptable for relocation housing.

However, "any area in the City" means particularly the Tenderloin and the Sixth Street area since the referrals for relocation are predominantly in those two areas.<sup>22</sup> Robert Patterson in an article entitled Tenderloin Caste System<sup>23</sup> described the Tenderloin.

The San Francisco Tenderloin, just as potent an underworld clearing house and night life center as ever, has lost its one-time piquant color and picturesque conviviality. Its law-breakers are sullen, society-hating fugitives from institutional cells. Its addicts are knife-minded punks who would sell their mothers' eyeballs for one more fix.

21. *Relocation Plan filed by SFRA in connection with application for Grant for Yerba Buena project, approved by HUD, October 18, 1966.*
22. *From plaintiffs Exhibit EE in TOOR v. HUD, "Hotels Approved for Relocation," supra note 20*
23. *Robert Patterson, Tenderloin Caste System, San Francisco Examiner, Sunday, California Living Section 16*

Its prostitutes are only technically female and sometimes not that. Its cafes and saloons are dreary latrines. Even the police hold their noses as they perform their wretched functions and transfer their strange clients to the cheerier purlieus of the City Jail.

The Sixth Street and Tenderloin sections have the highest crime rate in the city. As compared with the Yerba Buena area displacees moved to the Tenderloin or Sixth Street are moved to areas where the crime rate is four to eight times higher and the homicide rate two to five times higher. The following chart speaks for itself.

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## SAN FRANCISCO CRIME FIGURES -- Jan. to Dec., 1970

OFFENSE	TENDERLOIN	SIXTH ST. AREA	YERBA BUENA
Homicide	21	7	4
Rape	60	14	4
Strong Arm Robbery	260	157	42
Other Robbery	304	138	41
Aggravated Assault	273	157	39
Non-Aggravated Assault	334	151	52
Residence Burglary	983	167	39
Other Burglary	396	325	125
Theft over \$200	544	177	111
Auto Theft	759	276	145
Purse Snatch	97	46	11
Other Theft	1935	959	647
Other Reports	3292	1593	447
<b>Total</b>	<b>8961</b>	<b>3997</b>	<b>1707</b>

**TENDERLOIN:** Area bounded by Bush Street, Van Ness, Market, Powell  
Northern District Plots 27 through 36  
Central District Plots 1 through 9

**SIXTH ST. AREA:** Bounded by 5th St., 9th St., Market, Harrison  
Southern District Plots 12, 13, 16 and 17

**YERBA BUENA:** Bounded by 3rd St., Harrison, 5th St., Market  
Southern District Plots 11 and 15

Crime statistics were furnished by Mike Hebl of San Francisco Police Department.

The following husband and wife affidavit provides vivid testimony to the undesirable conditions of the Tenderloin in the matter of safety:



STATE OF CALIFORNIA                )  
  ) ss.  
CITY AND COUNTY OF SAN FRANCISCO)

MAXINE WEATHERFORD and WILLIAM WEATHERFORD and each of them, being first duly sworn, depose and say:

1. Our names are MAXINE WEATHERFORD, age 43, and WILLIAM WEATHERFORD, age 45. We are husband and wife. We are able-bodied people in good health and we do not scare easily.

2. On Saturday, August 29, 1970, we arrived in San Francisco after a long drive from Omaha, Nebraska, our former home. As we had very little money with us when we got here, we looked for work right away. We called the first listing we saw in the Help Wanted section of the paper -- desk clerk at the Hyland Hotel (111 Taylor Street) and got hired on the spot. The Hyland Hotel is located in the Tenderloin District of San Francisco.

3. The ad we answered was for a night clerk at \$300 a month. Though the man who gave us the job suggested that we split the shift neither of us felt safe alone so we both covered the hotel desk from 6 P.M. to 6 A.M. for a two-week stretch -- as long as we could stand it.

4. Standard equipment for the desk clerk at the Hyland Hotel is a club to use in case of disturbances. Since the front door is kept unlocked all night long that club is all there is between you and an intruder, except of course for your bare fists.

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5. During the two weeks that we covered the night shift at the Hyland Hotel four residential rooms were broken into and the rooms robbed. One of the rooms belonged to a seaman who kept his possessions at the Hyland Hotel while at sea. They are all gone now.

6. While on duty, WILLIAM WEATHERFORD was forced into two fist fights with intruders. The first time it took the police forty-five minutes to respond to our call; the second time it took thirty-five minutes.

7. Pimps and prostitutes kept busy all over the hotel all night every night. There was always a lot of noise both inside the hotel and from the street. Between fifteen and twenty prostitutes walked back and forth along Taylor Street in front of the hotel, from Turk to Eddy Street, all night, every night.

8. The Hyland Hotel has over 100 rooms, and rarely any vacancies. The hotel charges \$15 a week for a small single room without a bath, \$20 for a double room without a bath, \$17.50 for a single with bath and \$25 for a double with bath. Although there are three floors of residential rooms at the Hyland, there are no fire doors between floors and we never saw a single exit sign in the whole place. There is no maid service. Our room had only one wall plug; other rooms did not appear to have any.

9. Some of the rooms are empty and closed off as a result of a bad fire which we understand occurred in the hotel sometime earlier this year.

10. Since we were hard up for money we seldom ate out while at the Hyland. One meal we do remember though: two orders of eggs, tomato juice and coffee and one order of sausage came to \$3.90. After that experience, we cooked on a hot plate in the room.

11. Because of the long hours on our shift, we seldom went outside. On one of the few occasions we went out on Taylor Street, we saw an old man robbed of his wallet. The pickpocket took the money in broad daylight; no one made any attempt to stop him.

12. We do not scare easily but our experience at the Hyland Hotel was enough for a lifetime. Omaha has some pretty bad sections, but they are jewels compared to the Tenderloin in San Francisco. It isn't safe even for a young person; and old man would be risking his life if he stayed there even one night.

Dated: September 24th, 1970.

/s/ Maxine Weatherford

/s/ William Weatherford

Subscribed and sworn to before me  
this 24th day of September, 1970.

SEAL

/s/ Jacques L. Raubaud  
Notary Public

#### WITHIN FINANCIAL MEANS

Section 1455 (c) (1) requires that displacees shall be provided decent, safe and sanitary housing at rents or prices

## SAN FRANCISCO URBAN RENEWAL

"within their financial means." The San Francisco Relocation Plan (see footnote 21) states, at page 6:

While every attempt will be made to rehouse single individuals using the 21% ratio of income to rent, it may be necessary for some of them to pay more in some cases in order to secure decent housing.

The national average for housing expenditure expressed as a percentage of income is 15%.<sup>24</sup> A recent examination (see Appendix) of SFRA relocation records disclosed that 71% of the displacees paid over 20% of their income for rent and 35% paid over 30% of their income for rent.

In Yerba Buena the financial burden is greater since most residents are elderly, welfare recipients, or living on fixed income, such as Old Age Security or Aid to the Totally Disabled. Even for those who receive rent allowances, the difference is deducted from the recipient's allowances for other needs. (See Amanda Fisher's affidavit and attached exhibits in Appendix)

### PSYCHO-SOCIAL EFFECTS OF DISLOCATION

After all is said and done about urban renewal and relocation, the displacee still must bear the burden of existing in his new environment.

The lingering effects of dislocation found in a Boston study project<sup>25</sup> have been summarized:

24. *President's Committee on Urban Housing, A Decent Home 41 (1968)*
25. *Marc Fried, Grieving for a Lost Home, The Urban Condition: People and Policy in the Metropolis, 167 (Lenord Duhl Ed., 1963)*

Grieving for a lost home is evidently a widespread and serious social phenomenon following in the wake of urban dislocation. It is likely to increase social and psychological "pathology" in a limited number of instances; and it is also likely to create new opportunities for some, and to increase the rate of social mobility for others. For the greatest number, dislocation is unlikely to have either effect but does lead to intense personal suffering despite moderately successful adaptation to the total situation of relocation.

These remarks were made about relocatees in general. It would seem that such undesirable effects would be intensified among the elderly of Yerba Buena with their lower potential for mobility and lesser ability to establish new relationships in a new environment. Recent studies have shown an increased death rate among the elderly forced to relocate. As one researcher put it:<sup>26</sup>

Evidence is beginning to pile up that placement or any abrupt transportation of old people from familiar surroundings is hazardous and may indeed be a prelude to death for many of them.

It thus appears that the elderly relocatee may be forced to shoulder a psychic burden which is greater than he can bear.

The facts and case histories outlined seem to point to the conclusion that SPUR and SFRA do indeed have the same

26. *Margaret Blakne Social Work and Family Relationships in Later Life with Some Thoughts on Filial Maturity, a paper prepared for a symposium on the Family's Intergenerational Relationships and Social Structure, Durham, Duke University Press, November 5 and 6 (1963)*

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housing policy. This suggests that the net loss through redevelopment of over 5,000 housing units mainly in the low-income category was not a temporary by-product, but a means to the goal of reducing the low-income population of San Francisco. If this is an objective toward which SFRA policies are directed, understanding this is crucial to assessing the opportunities for reconciliation, cooperation, and even collaboration between project area residents and the agency.

### III

#### ARE THERE ANY SOLUTIONS?

Perhaps one of the most significant aspects of the Federal Housing Act is the extent to which the federal agency, HUD, keeps hands off the planning. All initiative must come from the local agency. Initiative comes in the form of an application for funding as provided by the federal law. The role of HUD is to scrutinize the application and the supporting studies and documents and to make financial commitments if they are approved. In determining whether or not to approve the application, HUD does not check the data on which local priorities are based, but rather looks for a prima facie showing that the criteria of the federal law and regulations have been met by the applicant.

The primary supporting document is the local community's "Workable Program." Certification by HUD of the Workable Program is a prerequisite for access by a community to Federal Grants-in-Aid funds, including Urban Renewal funds and funds for relocation assistance for displaced residents of a project area.

The most favorable opportunities for protection of the interests of the residents of areas designated for renewal arise at the beginning of the planning stage. The form of

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citizen participation in preparation of the Workable Program is not specified by HUD, but an opportunity for citizens to participate in decision making with respect to long range planning and immediate programming and with respect to housing and relocation is a requisite. HUD will enforce an opportunity for participation by the poor and minorities if the absence of such opportunity is brought to the attention of HUD by way of administrative complaint.

Although the Workable Program substantially predetermines the areas which will be selected for redevelopment and the housing and relocation policies which will characterize the community's redevelopment, it is utopian to imagine that the future project area residents would, on their own initiative, become involved at this stage. They are typically the poor, the alienated, the minorities -- all those who are least likely to have the interest, the inclination, the awareness, the sophistication, or the organization to seek out and influence the councils in which their future housing fate is being decided.

It could be the self-assigned role of a VISTA project, a law school Urban or Poverty Law clinic, or a Legal Aid office to keep track of the Workable Program, and the state of its certification and revision. The same group could undertake to alert and organize the residents of neighborhoods in which redevelopment is planned for participation in the planning. This would be an entirely extra-legal effort to establish a



mechanism to help prospective displacees carry out the spirit of the law.

The National Institute for Education in Law and Poverty, Northwestern School of Law, in its Handbook on Housing Law, Volume I, suggests such a role for Legal Services attorneys. In fact it may be that some such role will, in the future, be played by San Francisco Neighborhood Legal Services although up to now, their activities on behalf of project area residents have been confined to efforts to halt the projects until adequate relocation resources are a reality. This service could possibly be best performed as a continuing project of a law school's Urban Law and Poverty Law classes.

The particular thrust of this paper is toward alleviation of the grievances which have heretofore been discussed. At the point in time when the Redevelopment Agency begins land acquisition in a project area designated for Urban Renewal, there is no longer any room, as a matter of right, for influencing planning. The structures to be demolished have been earmarked as have those for rehabilitation. The land uses have been planned and the location and design of the structures to be built have been approved. It has already been determined how much, if any, housing is to be built, and what income level will be needed for occupancy.

By the time the local project residents, who may be victims of bad planning, realize their plight and attempt to remedy matters, many residents will have moved without the

## SAN FRANCISCO URBAN RENEWAL

assistance to which they are entitled, businesses will have closed, housing will have deteriorated for lack of maintenance, and such actions as can be taken may only delay disaster, not prevent it. This was the basic result of the WACO and TOOR suits.

A change in the law to require a referendum rather than just a meeting of the residents of a proposed project area before designation of the area would alert residents while there was still an opportunity to participate in the determination of the nature of the project and to influence planning, provided:

1. there was sufficient notice required to permit an informed campaign; and
2. the agency were required to provide funding for a campaign of information, even though it might be adverse to the agency's preconceptions.

Such a change in the law would create the opportunity at the referendum stage for law students or poverty law attorneys to help organize the residents, present them with previously prepared handbooks showing the options available and the workings of each. A sufficient number of residents who showed an interest could be trained in the use of the handbook so that a door to door information campaign could be conducted by residents for residents.

In the matter of relocation of displacees, the law as it has been amended provides substantial protections in the way of

requiring that the LPA have a feasible location plan under which displacees will be relocated in decent, safe, sanitary housing within their financial means, that in a tight rental market housing not be destroyed without replacement, that the LPA provide a relocation service to give assistance in finding housing, that it make the rent subsidies provided by law available, that it help with costs of moving.

The plight of displacees does not arise from inadequacies in the law, though there may be some, but from the lack of dedication to the interests of displacees which characterizes the actions of the LPA. It is quite clear that, in general, enactments of enhanced protections do not improve the situation of displacees in need of relocation.

There is support for this conclusion in the fact that as shown above in the section on the underlying law there have been numerous amendments to both the Federal Housing Act and the California law, and such amendments frequently deal with the problems of relocation. But the grievances of the project area residents have remained the same since the earliest litigation. The typical suit, from Harrison-Halstead Community Group v. Housing and Home Finance Administration (1962)<sup>1</sup> through TOOR v. HUD (1970),<sup>2</sup> has been an attempt to enjoin an

1. 310 F2d 39, (7th Cir. 1962).

2. *Tenants and Owners in Opposition to Redevelopment (TOOR) v. HUD* (File No. C-69 324 SAW, N.D. Cal. Nov. 9, 1970)

## SAN FRANCISCO URBAN RENEWAL

LPA from displacing persons until a relocation plan which conforms to the law is created. The statements of petitioners' contentions recited in the decisions enumerate grievances which bear a remarkable similarity<sup>3</sup> to those discussed here.

It must be concluded then that changes in the law which give project area residents greater rights with respect to relocation, but which do not, at the same time, vest some enforcement power in a body outside the LPA, are ineffectual to achieve the protections aimed at. Possibly changes in the law which would provide for an official ombudsman to review and act on complaints from project residents or assist them in presenting an administrative complaint to HUD would be effective as a means of enforcement of provisions already enacted. Better, perhaps, would be establishment by law of a compulsory arbitration procedure, as was done by judicial decree in the TOOR suit, to adjust the problems over relocation arising between the agency and the residents.

3. *Harrison-Halstead Community Group v. Housing and Home Finance Administration* 310 F.2d 39 (7th Cir. 1962).  
*Johnson v. Redevelopment Agency of the City of Oakland, California* 317 Fed 72 (9th Cir. 1963).  
*Green Street Association v. Daley* 250 F. Supp. 140 (N.D. Ill. 1966)  
*Norwalk Core v. Norwalk Redevelopment Agency* 395 F.2d 920 (2d Cir. 1968).  
*Western Addition Community Organization (WACO) v. Weaver* 294 F. Supp. 433 (N.D. Cal. 1968).  
*Powelton Civic Home Owners Association v. Department of Housing and Urban Development* 284 F. Supp. 809 (E.D. Pa. 1968).  
*South End Improvement Association v. City of Hamtrack* (E.D. Mich. 1969)

Another possible aid to enforcement could be the work of a law school or legal services project. One obvious problem is that the project area residents are not effectively informed of their rights regarding relocation. If SFRA notices of acquisition and the necessity for residents to move were promptly followed by handbooks setting forth the relocation rights of residents in comprehensible terms, residents might pursue their rights with more assurance and effect. Such handbooks could be prepared as a Poverty Law or Law Review project. Law students might make contacts with neighborhood organizations, if any, or with individuals with a view to training residents in the use of the handbooks so that the information might be put into the hands of every project resident. Other project residents could be trained as relocation technicians and their employment urged upon the SFRA.

It is the conclusion of this study that the measures outlined above would be useful but at best ameliorative. The long range housing interests of low-income groups and minorities can be best served by making political inroads in the decision making and appointment making bodies. An LPA will be genuinely responsive to the needs of project area residents and the abuses to be avoided when project area residents are a constituent voice in the LPA. They can then communicate and bring home their needs to members whose own personal histories provide no basis for an independent awareness of the problems of the poor and minorities.

## SAN FRANCISCO URBAN RENEWAL

If they fail to persuade and poor plans are in the making, they can alert their constituencies and sympathetic elements of the community to the mistakes about to be made. Such groups can then exert pressure in the age old political ways -- publicity, lobbying, and political persuasion.

The legislative bodies have addressed themselves conscientiously and with understanding to the housing problems of this country and its constituent communities. The failures are those which are seen again and again in a representative government where those with the greatest needs have the least power.

To manage those minor affairs in which good sense is all that is wanted, the people are held to be unequal to the task; but when the government of the country is at stake, the people are invested with immense powers; they are alternately made the playthings of their ruler, and his masters, more than kings and less than men.

It is, indeed difficult to conceive how men who have entirely given up the habit of self-government should succeed in making a proper choice of those by whom they are to be governed; and no one will ever believe that a liberal wise and energetic government can spring from a suffrages of a subservient people.

De Toqueville



APPENDIX A

RENT/INCOME RATIOS FOR DISPLACEDS

(NATIONAL AVERAGE: 15%)

TOTAL CASES: 577  
DATA AVAILABLE: 374  
PAYING OVER 20%: 265  
(71% OF TOTAL)  
PAYING OVER 30%: 141  
(36% OF TOTAL)

NO DATA  203 CASES (35% OF SAMPLE)
PAYING OVER 30% OF INCOME FOR RENT  141 CASES (MAJORITY ARE VERY LOW INCOME PERSONS)
PAYING OVER 20% OF INCOME FOR RENT  265 CASES (MAJORITY ARE LOW INCOME)
PAYING 20% OR LESS OF INCOME FOR RENT  109 CASES

Source: Redevelopment Agency records, inspected  
per Court Order in WACO v. Romney



AFFIDAVIT IN SUPPORT OF PLAINTIFFS' MOTION FOR  
PRELIMINARY INJUNCTION

STATE OF CALIFORNIA )  
CITY AND COUNTY OF SAN FRANCISCO )

AMANDA FISHER, being first duly sworn, deposes and says:

1. I am an attorney of record for plaintiffs in the within-entitled action. Whenever an elderly welfare recipient is displaced by urban renewal into higher rent housing he suffers a severe financial penalty even though he gets a higher rent allowance from the Welfare Department. This phenomenon is explained in the following paragraphs.

2. For recipients of Old Age Security, a maximum rent allowance of \$63 per month has been established by the State Department of Social Welfare and defendant Redevelopment Agency adopts this ceiling in referring OAS recipients to relocation units. The relevance of this ceiling to defendant Redevelopment Agency's actual referral practice is shown by an entry for "Rent Allow. DSS [Department of Social Services] in the relocation data sheets kept by said defendant and made available to plaintiffs pursuant to the Court's instructions of December 10th. Copies of these data sheets are Exhibit CC in support of this reply.

3. On Tuesday, December 29, 1969, I spoke in person to Mr. David Collins, Yerba Buena Project Manager, regarding rent-paying ability of displacees who receive public assistance. Mr. Collins informed me that it was a matter of indifference to a welfare recipient whether his rent was, for example, \$40 a month ( a typical rent level in the Yerba Buena Project Area, see Exhibits 40 - 55 in Support of Plaintiffs' Motion for Preliminary Injunction) or \$63, the maximum allowed for rent under the OAS and ATD (Aid to Totally Disabled) programs. Mr. Collins explained that since rent is paid to OAS and ATD recipients on an "as paid" basis, the difference between \$40 and \$63 is not passed on to the recipient.

4. Since my conversation with Mr. Collins I have examined the Public Social Services Manual of the California State Department of Social Welfare and the budget forms used by OAS workers in calculating their clients' grants and have had the use of the Manual and the budget form demonstrated to me by the supervisor of an OAS unit at the San Francisco

APPENDIX A

Department of Social Services. The following illustrations show that in fact an elderly recipient of public assistance whose rent is \$63/month (or more) is every day deprived of money necessary to secure a subsistence diet -- money in his pocket were his rent lower.

5. Assume that a given OAS recipient in Yerba Buena Center pays \$40/month for a hotel room. His budget would look like this:

Step I [See Ch. 44-207 "Needs Chart" attached hereto as Exhibit A]

Minimum needs common to every adult aid recipient . . .	\$ 93.00	)	
		)	\$109
Minimum needs related to age . . . . .	16.00	)	
Minimum housing need. . . . .	21.00	)	
Housing allowance beyond minimum (allowed if paid by recipient) (up to a maximum of \$63 a month) . . . . .	19.00	)	\$ 40

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\$149.00

Step II [Special needs allowable up to maximum grant]

Since the maximum grant is \$195/month (See Ch. 44-311.113 of Manual) Exhibit B attached, the recipient in this example has \$46 "leeway" between his allowance for essentials and his total allowance for essentials and his total allowance -- this leeway is allocable to "special needs." As a hotel resident he would qualify for a \$31/month allowance for restaurant meals (see attached Exhibit C). Adding \$4 for household remedies and \$4 for laundry expense leaves \$7 "leeway" -- \$4 of which could go for a telephone, for example. Any "leeway" not allocated to a justified special need would not be paid out to the recipient.

Minimum needs . . . . .	\$149.00
Special need - restaurant meals . . . . .	31.00
Special need - laundry . . . . .	4.00
Special need - home remedies . . . . .	4.00
Special need - telephone . . . . .	4.00
	<hr/>
	\$192.00

( \$3 "leeway" unexpended)

6. Assume that the recipient in the example above is relocated to a hotel where he must pay \$63/month rent. His budget would look like this:

Step I (Minimum needs)

Minimum needs common to every adult aid recipient . . .	\$ 93.00 )	
	)	\$109
Minimum needs related to age . . .	16.00 )	
	)	
Minimum housing need . . . . .	21.00 )	
	)	
Housing allowance beyond minimum (allowed if paid by recipient) . . . . .	42.00 )	\$ 63
	)	
	<hr/>	
		\$172.00

Step II (special needs allowable up to maximum grant)

Having used up \$172.00 of his total allowance on basic needs, the recipient now has only \$23 "leeway" for special needs. Even by allocating all of his "leeway" to restaurant meals, the recipient is deprived of \$9.50 of the \$31 deemed necessary to cover food cost when one must eat out. If the recipient chooses to spend any of his \$23 "leeway" for incidentals like laundry, household remedies, or the like, the money left for food is that much less.

APPENDIX A

9. Attached to this affidavit are two copies of the budget form prescribed by the California State Department of Social Welfare for the determination of an OAS recipient's monthly grant. The copy labelled Exhibit D has been filled in to illustrate the budget of an OAS recipient whose rent is \$40/month and who qualifies for the \$31/month allowance for restaurant meals. The copy labelled Exhibit E is filled in to illustrate the budget of a recipient whose rent is \$63/month and who eats all his meals out. Compare total need to total allowable need in each case.

10. The bottom of this OAS budget form makes provision for outside income, e.g. Social Security, pensions. If a person for example has a monthly pension check of \$110 he can receive up to \$85 from the Welfare Department to apply toward meeting his needs. Like the OAS recipient who has no outside income, the pensioner who relies on welfare assistance is bound by the grant maximum of \$145 regardless of his actual needs. The case of the elderly person with two sources of income is not uncommon in the Yerba Buena Project Area. These persons thus face the same dilemma faced by the recipient in the example above.

Dated: Feb 6, 1970

AMANDA FISHER

The following three pages are a typed facsimile.

ASSISTANCE GRANTS

Regulations NEED 44.207 (Cont)

44.207 MINIMUM NEEDS OF RECIPIENT IN INDEPENDENT LIVING ARRANGEMENT - OWN HOME (Continued) 44.207

I NEEDS CHART - RECIPIENT LIVING IN HIS OWN HOME

.11 Recipient lives alone

Item	Allowance by program		
	AB	ATD	OAS
Minimum needs common to every adult aid recipient	\$92.00	\$ 92.00	\$93.00
Minimum needs related to age, blindness, or disability	28.00	10.00	16.00
Minimum housing need	30.00	--	21.00
TOTAL	\$150.00	\$102.00	\$130.00
Housing allowance beyond minimum (Allowed if paid by recipient)	\$ 33.00	\$ 63.00	\$ 42.00
Minimum and maximum <sup>1</sup> need amounts	\$150.00 183.00	\$102.00 165.00	\$129.00 172.00

<sup>1</sup> For exceptions, see Section 21, below

CALIFORNIA - SDSW-MANUAL - EAS Rev. 501 replaces Rev. 292 Effective 12/1/69

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 ASSISTANCE GRANTS
 

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44-311	AID PAYMENTS	Regulations
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44-311	STATUTORY MAXIMUM GRANTS - ADULT PROGRAMS	44-311
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.1 Program Grant Maximums

There are different monthly grant maximums for the various public assistance programs.

.11 Recipient in Independent Living Arrangement (See Sections 44-207 and 44-208)

AB .111 Grant Maximum for the Blind

The grant maximum is \$200.00 unless there is need for attendant care in which case an additional amount up to \$300 a month may be allowed.

ATD .112 Grant Maximum for the Disabled

There is no statutory maximum.

OAS .113 Grant Maximum for the Aged

The grant maximum is \$195.00 unless there is need for attendant care in which case an additional amount up to \$300 a month may be allowed.

AB .12 Recipient in Out-of-Home Care (See Sections 44-209 and 44-211)

ATD

OAS

121 Grant Maximum for Recipients in Nonmedical Out-of-Home Care

Maximum grants for recipients who require care in non-medical out-of-home care facilities are limited by the amounts and controls set forth in the annual State Budget Act. Accordingly, maximum grants for such recipients are limited to minimum needs as specified in Section 44-209.

122 GRANT MAXIMUM FOR RECIPIENTS IN A MEDICAL FACILITY BEYOND A TEMPORARY PERIOD

Most needs of such recipients are met from the Medi-Cal or Medicare programs or a combination of both. Accordingly, maximum grants for such recipients are limited to minimum need for personal and incidental expenses as specified in Section 44-211.

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 ASSISTANCE GRANTS
 

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44-235	NEED	Regulations
44-235	SPECIAL NEED FOR FOOD	44-235

Special need for food shall be allowed under specified conditions for (1) the recipient who must eat all or some of his meals in restaurants or purchase his meals through a "meals on wheels" project, or (2) the recipient who requires a special diet.

.1 Restaurant Meals

When circumstances require that the recipient eat all of his meals in restaurants or have them delivered to him through a "meals on wheels" project, an additional \$31 monthly shall be allowed. When he eats some but not all of his meals in this manner, a lesser amount shall be allowed depending on individual circumstances. (See 44-208.2 for Recipient Living in Board and Room Arrangement.)

Interpretation

A. Factors to Be Considered in Determining Whether Recipient is Required to Eat All or Some of His Meals in Restaurants

- (1) Availability and adequacy of cooking and food storage facilities for preparation of all meals as distinguished from makeshift facilities with which only a light meal or snack can be prepared.
- (2) Physical ability of the recipient or the ability and willingness of another person in the household to prepare meals.
- (3) Recipients's knowledge of how to buy and cook food and to prepare properly balanced meals compatible with minimum diet standards required to maintain optimum health.

B. Allowance When Only Part of Meals Eaten in Restaurants

Determination of what portion of the special need ceiling should be allowed when the recipient must eat some, but not all meals in restaurants requires consideration of the particular meals taken in restaurants and the relative cost of such meals. For example, if the recipient is required to eat his main or most costly meal in a restaurant, as much as one half or more of the special need allowance might be in order.