

1 [Planning, Administrative Codes - Tenant Protections Related to Residential Demolitions and  
2 Renovations]

3 **Ordinance amending the Planning Code to 1) require property owners seeking to**  
4 **demolish residential units to replace all units that are being demolished; 2) require**  
5 **relocation assistance to affected occupants of those units, with additional assistance**  
6 **and protections for lower-income tenants; 3) modify the conditional use criteria that**  
7 **apply to projects to demolish residential units; amending the Administrative Code to 4)**  
8 **require landlords to provide additional relocation assistance to lower-income tenants**  
9 **who are being required to vacate temporarily due to capital improvements or**  
10 **rehabilitation work; 5) update the standards and procedures for hearings related to**  
11 **tenant harassment; 6) require additional disclosures in buyout agreements; 7) making**  
12 **various non-substantive changes and clarifications; affirming the Planning**  
13 **Department's determination under the California Environmental Quality Act; making**  
14 **public necessity, convenience, and welfare findings under Planning Code, Section 302;**  
15 **and making findings of consistency with the General Plan and the eight priority**  
16 **policies of Planning Code, Section 101.1.**

17 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
18 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
19 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
20 **Board amendment additions** are in double-underlined Arial font.  
21 **Board amendment deletions** are in ~~strikethrough Arial font~~.  
22 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
23 subsections or parts of tables.

24 Be it ordained by the People of the City and County of San Francisco:

25 Section 1. Land Use and Environmental Findings.

(a) The Planning Department has determined that the actions contemplated in this

1 ordinance comply with the California Environmental Quality Act (California Public Resources  
2 Code Sections 21000 et seq.). Said determination is on file with the Clerk of the Board of  
3 Supervisors in File No. 250926 and is incorporated herein by reference. The Board affirms  
4 this determination.

5 (b) On November 6, 2025, the Planning Commission, in Resolution No. 21863,  
6 adopted findings that the actions contemplated in this ordinance are consistent, on balance,  
7 with the City's General Plan and eight priority policies of Planning Code Section 101.1. The  
8 Board adopts these findings as its own. A copy of said Resolution is on file with the Clerk of  
9 the Board of Supervisors in File No. 250926, and is incorporated herein by reference.

10 (c) Pursuant to Planning Code Section 302, this Board finds that these Planning Code  
11 amendments will serve the public necessity, convenience, and welfare for the reasons set  
12 forth in Planning Commission Resolution No. 21863, and the Board adopts such reasons as  
13 its own. A copy of said resolution is on file with the Clerk of the Board of Supervisors in File  
14 No. 250926 and is incorporated herein by reference.

15  
16 Section 2. Additional Findings.

17 (a) The Housing Crisis Act of 2019, adopted by the California Legislature as Senate  
18 Bill 330 (hereafter, "SB 330"), provides that cities may not approve housing development  
19 projects that will require the demolition of existing residential units unless the sponsors of  
20 those projects agree to certain criteria. Among other things, the project sponsors must allow  
21 existing occupants to remain in their units until a certain time before the start of construction  
22 activities; replace all protected units; offer displaced lower-income households a right of first  
23 refusal to comparable units; and provide lower-income tenants relocation assistance. Further,  
24 SB 330 provides that cities may go beyond these minimum requirements to assist displaced  
25 households, particularly those who are lower-income.

1 (b) Consistent with SB 330, this Ordinance adopts a series of tenant protections  
2 tailored for San Francisco, with a particular focus on protecting lower-income tenants to whom  
3 SB 330 grants a right of return. In many instances, lower-income households displaced by  
4 demolition projects have been unable to stay in San Francisco or the Bay Area, due to the  
5 property owner's timetable for constructing a new building, contrary to the intent of SB 330  
6 that lower-income tenants shall enjoy a right to occupy a comparable unit in the new building.  
7 A similar pattern exists when landlords displace lower-income tenants in order to perform  
8 capital improvements and renovation projects. The current rules assume that this work will  
9 last for only three months and that the tenant will then be able to reoccupy the unit, but the  
10 displacements often last much longer, and lower-income tenants in particular suffer from  
11 these impacts and often have no choice but to give up on their right to return altogether.  
12 Tenants are also vulnerable to harassment, pretextual owner move-ins, and may be induced  
13 to leaving their units under buyout agreements without a full understanding of their rights. It is  
14 reasonable, and in the case of lower-income tenants essential, to prevent the potential abuse  
15 of evictions, to ensure tenant protections are not undermined, and to require property owners  
16 who are pursuing demolition or renovation projects to absorb the impacts that their projects  
17 will cause.

18  
19 Section 3. Articles 1.7, 3, and 4 of the Planning Code are hereby amended by revising  
20 Sections 176, 311, 317, 333, 415.4, 415.5, 415.6, 415.7, and adding Section 317.2 to read as  
21 follows

22 **SEC. 176. ENFORCEMENT AGAINST VIOLATIONS.**

23 \* \* \* \*

24 (c) **Penalties.**

25 (1) **Administrative Penalties.**

1 \* \* \* \*

2 (C) **Penalties for Specified Violations.**

3 (i) **Alteration, Merger, Construction, or Demolition of**

4 **Residential Units without a Permit.** For any unpermitted alteration, merger, construction, or  
5 demolition of any building or structure containing one or more Residential Units, including  
6 work that takes place in violation of Section 317 of this Code, on or after March 1, 2023,  
7 resulting in the addition of more than three unauthorized Residential Units, or the loss of one  
8 or more Residential Units, (1) the owner of that building shall be required to apply for a  
9 replacement project under ~~section~~ Section 317 of this Code; that complies with Section 317.2, if  
10 applicable, and (2) the Responsible Party shall be liable for a penalty of up to \$250,000 upon  
11 issuance of a Notice of Violation for each Residential Unit added or lost through such  
12 alteration, merger, or demolition. ~~Within 12 months of the effective date of the ordinance in Board~~  
13 ~~File No. 220878 amending this Section 176, t~~The Planning Commission shall adopt factors and  
14 criteria for consideration, to be updated from time to time, to provide guidance to the Zoning  
15 Administrator when determining the appropriate penalty amount for violations subject to this  
16 subsection (c)(1)(C)(i).

17 \* \* \* \*

18  
19 **SEC. 311. PERMIT REVIEW PROCEDURES.**

20 \* \* \* \*

21 (c) **Planning Entitlement Application Review for Compliance.** Upon acceptance of  
22 any application subject to this Section, the Planning Department shall review the proposed  
23 project for compliance with the Planning Code and any applicable design guidelines approved  
24 by the Planning Commission. Applications determined not to ~~be in compliance~~ comply with the  
25 standards of Articles 1.2, 1.5, 2 and 2.5 of the Planning Code, Residential Design Guidelines,

1 including design guidelines for specific areas adopted by the Planning Commission, or with  
2 any applicable conditions of previous approvals regarding the project, shall be held until either  
3 the application is determined to be in compliance, is disapproved or a recommendation for  
4 cancellation is sent to the Department of Building Inspection.

5 \* \* \* \*

6 (2) **Removal of Residential Units.** When removal or elimination of a ~~an~~  
7 Residential Unit ~~authorized~~ or ~~an~~ Unauthorized residential Unit, as defined in Sections 102 and 317 of  
8 this Code, is proposed, the Applicant shall provide notice as required in this Section 311, and as  
9 required by Section 317.2, and such notice shall include contact information for the appropriate  
10 City agency or resource for assistance in securing tenant counseling or legal services, as  
11 applicable. The Applicant shall post a notice of the application at least 30 inches by 30 inches  
12 in a conspicuous common area of the subject property, and such sign shall be posted no later  
13 than the start date of the notification period required by this Section 311 and shall remain  
14 posted until the conclusion of any hearings on the permit before the Planning Commission,  
15 the Zoning Administrator, the Board of Supervisors or the Board of Appeals. The Zoning  
16 Administrator shall determine any additional notification procedures to be applied in such a  
17 case.

18 (3) **Replacement Structure Required.** Unless the building is determined to  
19 pose a serious and imminent hazard as defined in the Building Code, an application  
20 authorizing a project that will require the demolition of one or more Residential or Unauthorized  
21 Units and/or the demolition of an historic or architecturally important building ~~or of a dwelling~~,  
22 shall be conditioned upon the City granting final approval of a building permit for construction  
23 of the replacement building. A building permit is finally approved if the Board of Appeals has  
24 taken final action for approval on an appeal of the issuance or denial of the permit or if the  
25 permit has been issued and the time for filing an appeal with the Board has lapsed with no

1 appeal filed. Approval of the replacement structure shall comply with Section 317.2, as applicable.

2 (4) Buildings Posing a Safety Hazard.—(A) The demolition of any building,  
3 including but not limited to historically and architecturally important buildings, may be  
4 approved administratively when the Director of the Department of Building Inspection, the  
5 Chief of the Bureau of Fire Prevention and Investigation, or the Director of Public Works  
6 determines, after consultation with the Zoning Administrator, that an imminent safety hazard  
7 exists, and the Director of the Department of Building Inspection determines that demolition or  
8 extensive alteration of the structure is the only feasible means to secure the public safety.

9 Nothing in this subsection (c)(4) shall relieve a project sponsor from complying with Section 317.2, as  
10 applicable. The Zoning Administer may modify the timing of compliance with Section 317.2, as  
11 necessary, for demolitions approved under this subsection (c)(4).

12 \* \* \* \*

13  
14 **SEC. 317. LOSS OF RESIDENTIAL AND UNAUTHORIZED UNITS THROUGH**  
15 **DEMOLITION, MERGER, AND CONVERSION.**

16 (a) **Findings.** San Francisco faces a continuing shortage of affordable housing. There  
17 is a high ratio of rental to ownership tenure among the City's residents. The General Plan  
18 recognizes that existing housing is the greatest stock of rental and financially accessible  
19 residential units, and is a resource in need of protection. Therefore, a public hearing will be  
20 held prior to approval of any Development Application permit that would allow removale of  
21 existing housing, with certain exceptions, as described below. The Planning Commission ~~shall~~  
22 has developed a Code Implementation Document setting forth procedures and regulations for  
23 the implementation of this Section 317 as provided further below. The Zoning Administrator  
24 shall modify economic criteria related to property values and construction costs in the  
25 Implementation Document as warranted by changing economic conditions to meet the intent

1 of this Section.

2 (b) **Definitions.** For the purposes of this Section 317, the terms below shall be as  
3 defined below. The Planning Department shall use these definitions when implementing state laws  
4 that use similar terms if state law does not define such terms. Capitalized terms not defined below  
5 are defined in Section 102 of this Code.

6 \* \* \* \*

7 (2) "Residential Demolition" shall mean any of the following:

8 (A) Any work on a Residential Building for which the Department of  
9 Building Inspection determines that an application for a demolition permit is required, or

10 (B) A major alteration of a Residential Building that proposes the  
11 Removal of more than 50% of the sum of the Front Facade and Rear Facade and also  
12 proposes the Removal of more than 65% of the sum of all exterior walls, measured in lineal  
13 feet at the foundation level, or

14 (C) A major alteration of a Residential Building that proposes the  
15 Removal of more than 50% of the Vertical Envelope Elements and more than 50% of the  
16 Horizontal Elements of the existing building, as measured in square feet of actual surface  
17 area.

18 (D) The Planning Commission may reduce the above numerical  
19 elements of the criteria in Subsections (b)(2)(B) and (b)(2)(C), by up to 20% of their values  
20 should it deem that adjustment is necessary to implement the intent of this Section 317, to  
21 conserve existing sound housing and preserve affordable housing.

22 \* \* \* \*

23 (c) **Applicability; Exemptions.**

24 (1) Within the Priority Equity Geographies Special Use District, any Development  
25 Application for a permit that ~~would result in the~~ seeks authorization for Removal of one or more

1 Residential *Units* or Unauthorized Units is required to obtain Conditional Use authorization.

2 (2) Outside the Priority Equity Geographies Special Use District, any  
3 Development Application for a permit that would result in the seeks authorization for Removal of  
4 one or more Residential *Units* or Unauthorized Units is required to obtain Conditional Use  
5 authorization unless it meets all the following criteria:

6 (A) The project sponsor certifies under penalty of perjury that any ~~The~~ units to  
7 be demolished are not tenant occupied and are without a history of evictions under  
8 Administrative Code Sections 37.9(a)(8)-(12), ~~or 37.9(a)(14)-(16), or (17)~~ within the last five  
9 years, and have not been vacated within the past five years pursuant to a Buyout Agreement,  
10 as defined in Administrative Code Section 37.9E, as it may be amended from time to time,  
11 regardless of whether the Buyout Agreement was filed with the Rent Board pursuant to  
12 Administrative Code Section 37.9(E)(h);

13 (B) No units would be removed or demolished that are:  
14 (i) subject to a recorded covenant, ordinance, or law that restricts  
15 rents to levels affordable to persons and families of lower- or very low-income within the past  
16 five years; or

17 (ii) subject to limits on rent increases under the Residential Rent  
18 Stabilization and Arbitration Ordinance (Chapter 37 of the Administrative Code) within the past  
19 five years; or

20 (iii) rented by lower- or very low-income households within the  
21 past five years;

22 (C) The building proposed for demolition is not an Historic Building as  
23 defined in Section 102, and further provided that if the building proposed for demolition was  
24 built before 1923, the Planning Department has determined that it does not meet the criteria  
25 for designation as an Historic Building as defined in Section 102;

1 (D) The proposed project is adding at least one more Residential Unit  
2 than would be demolished;

3 (E) The proposed project complies with the requirements of Section  
4 ~~317.2; 66300(d) of the California Government Code, as may be amended from time to time, including~~  
5 ~~but not limited to requirements to replace all protected units, and to offer existing occupants of any~~  
6 ~~protected units that are lower income households relocation benefits and a right of first refusal for a~~  
7 ~~comparable unit, as those terms are defined therein; and~~

8 ~~(F) The project sponsor certifies under penalty of perjury that any units to be~~  
9 ~~demolished are not tenant occupied and are without a history of evictions under Administrative Code~~  
10 ~~Sections 37.9(a)(8) (12) or 37.9(a)(14) (16) within last five years, and have not been vacated within the~~  
11 ~~past five years pursuant to a Buyout Agreement, as defined in Administrative Code Section 37.9E, as it~~  
12 ~~may be amended from time to time, regardless of whether the Buyout Agreement was filed with the Rent~~  
13 ~~Board pursuant to Administrative Code Section 37.9E(h); and~~

14 (GF) The project sponsor has conducted one meeting prior to or within  
15 20 days of filing a ~~development application~~ Development Application. ~~Following submission of a~~  
16 ~~development application, t~~The Planning Department shall not determine a ~~development~~  
17 ~~application~~ Development Application to be complete without confirmation that the project  
18 sponsor has held at least one meeting conforming to the requirements of this subsection  
19 (c)(2)(GF) and any additional procedures the Planning Department may establish. The project  
20 sponsor shall provide mailed notice of the meeting to the individuals and neighborhood  
21 organizations specified in Planning Code Section 333(e)(2)(A) and (C), as well as posted  
22 notice as set forth in Planning Code Section 333(e)(1).

23 \* \* \* \*

24 (10) **Exception for Certain Unauthorized Units with No Tenant Occupant**  
25 **for 10 Years.** The Conditional Use requirement of subsections (c)(1) and (c)(2) shall not apply

1 to an application for a permit that would result in the Removal of an Unauthorized Unit in a  
2 one-family dwelling where all of the conditions in subsection (c)(10)(A) are met. To establish  
3 eligibility, the owner shall furnish a declaration under penalty of perjury on a form prescribed  
4 by the Department, attesting to compliance with all of the conditions in subsection (c)(10)(A).

5 \* \* \* \*

6 (B) **Regulatory Agreement.** Sponsors of projects utilizing the  
7 Conditional Use Authorization exception in subsection (c)(10) of this Section 317 shall enter  
8 into a regulatory agreement with the City subjecting the one-family dwelling to the rent increase  
9 limitations of the Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the  
10 Administrative Code), as amended from time to time, as a condition of approval of the permit  
11 to remove the Unauthorized Unit (“Regulatory Agreement”). The property owner and the  
12 Planning Director, or the Director’s designee, on behalf of the City, shall execute the  
13 Regulatory Agreement, which is subject to review and approval by the City Attorney’s Office.  
14 The Regulatory Agreement shall be executed prior to the City’s issuance of the permit to  
15 remove the Unauthorized Unit. Following execution of the Regulatory Agreement by all parties  
16 and approval by the City Attorney, the Regulatory Agreement or a memorandum thereof shall  
17 be recorded in the title records in the Office of the Assessor-Recorder against the property  
18 and the Regulatory Agreement shall be binding on all future owners and successors in  
19 interest. The Planning Department shall note the existence of any recorded Regulatory Agreement  
20 applicable to the Housing Development Project on a publicly-accessible website. At a minimum, the  
21 Regulatory Agreement shall contain the following:

22 (i) A statement that the one-family dwelling is not subject to the  
23 Costa-Hawkins Rental Housing Act (California Civil Code Section 1954.50 et seq.) Further,  
24 that under Section 1954.52(b), the property owner has entered into and agreed to the terms of  
25 the agreement with the City in consideration for other forms of assistance or other direct

1 financial contribution specified in California Government Code Section 65915 et seq.;

2 (ii) A description of the forms of assistance or other direct financial  
3 contribution provided to the property owner; and

4 (iii) A description of the remedies for breach of the agreement and  
5 other provisions to ensure implementation and compliance with the agreement.

6 \* \* \* \*

7 (d) **Demolition.**

8 (1) No permit to Demolish a Residential Building in any zoning district shall be  
9 issued until a building permit for the replacement structure is finally approved. Any replacement  
10 structure shall comply with Section 317.2 as applicable. A permit to demolish may be approved prior  
11 to issuance of a building permit for a replacement structure if ~~unless~~ the building is determined to  
12 pose a serious and imminent hazard as defined in the Building Code, but in no case shall the  
13 obligation to comply with Section 317.2 be waived. The Zoning Administer may modify the timing of  
14 compliance with Section 317.2, as necessary, for demolitions approved prior to issuance of a building  
15 permit for a replacement structure due to a determination that the building poses a serious and  
16 imminent hazard. A building permit is finally approved if the Board of Appeals has taken final  
17 action for approval on an appeal of the issuance or denial of the permit or if the permit has  
18 been issued and the time for filing an appeal with the Board of Appeals has lapsed with no  
19 appeal filed.

20 \* \* \* \*

21 (g) **Conditional Use Criteria.**

22 \* \* \* \*

23 (2) **Residential Merger.** The Planning Commission shall consider the following  
24 criteria in the review of Development A applications to merge Residential Units or Unauthorized  
25 Units:

1 (A) whether ~~the Merger removal~~ of the unit(s) would eliminate only owner  
2 occupied housing, and if so, for how long the unit(s) proposed to be removed have been  
3 owner occupied;

4 (B) whether ~~removal of the unit(s) and~~ the remaining unit following the  
5 Mmerger with another is intended for owner occupancy;

6 (C) whether ~~the Merger removal~~ of the unit(s) will remove an affordable  
7 housing unit as defined in Section 401 of this Code or housing subject to the Residential Rent  
8 Stabilization and Arbitration Ordinance;

9 (D) if ~~the Merger removal~~ of the unit(s) removes an affordable housing unit  
10 as defined in Section 401 of this Code or units subject to the Residential Rent Stabilization  
11 and Arbitration Ordinance, whether replacement housing will be provided which is equal or  
12 greater in size, number of bedrooms, affordability, and suitability to households with children  
13 to the units being removed;

14 (E) how recently the unit being removed through the Merger was occupied  
15 by a tenant or tenants;

16 (F) whether the number of bedrooms provided in the merged unit will be  
17 equal to or greater than the number of bedrooms in the separate units;

18 (G) whether removal of the unit(s) is necessary to correct design or  
19 functional deficiencies that cannot be corrected through interior alterations;

20 (H) the appraised value of the least expensive Residential Unit proposed  
21 for Mmerger only when the Mmerger does not involve an Unauthorized Unit.

22 The Planning Commission shall not approve an application for Residential Merger if  
23 any tenant has been evicted pursuant to Administrative Code Sections 37.9(a)(9)~~through~~  
24 ~~37.9(a)-(12), (14), or (17)~~ where the tenant was served with a notice of eviction after December  
25 10, 2013 if the notice was served within 10 years prior to filing the application for merger.

1 Additionally, the Planning Commission shall not approve an application for Residential Merger  
2 if any tenant has been evicted pursuant to Administrative Code Section 37.9(a)(8) where the  
3 tenant was served with a notice of eviction after December 10, 2013 if the notice was served  
4 within five (5) years prior to filing the application for merger. This subsection (g)(2)(H) shall not  
5 apply if the tenant was evicted under Section 37.9(a)(11) or 37.9(a)(14) and the applicant(s)  
6 either (A) have certified that the original tenant reoccupied the unit after the temporary eviction  
7 or (B) have submitted to the Planning Commission a declaration from the property owner or  
8 the tenant certifying that the property owner or the Rent Board notified the tenant of the  
9 tenant's right to reoccupy the unit after the temporary eviction and that the tenant chose not to  
10 reoccupy it.

11 \* \* \* \*

12 (6) **Residential Demolition.** The Planning Commission shall make findings based on  
13 the criteria in Section 303(c) when reviewing Development Applications for projects that require both  
14 the demolition of a single-family home and construction of a single-family home. The Planning  
15 Commission shall make the findings set forth below consider the following additional criteria in the  
16 review of Development Applications~~applications~~ for projects that require either the demolition of two  
17 or more Residential Units, or the demolition of a single-family home and construction of two or more  
18 Residential Units. ~~Residential Demolition.~~ If the Planning Commission finds the project does not meet  
19 at least 80% of these criteria, the application shall be denied. If a criterion does not apply to project,  
20 the Commission shall find that criterion to have been met.

21 (A) The property is not subject to an open or unabated notice of violation issued  
22 by the Planning Department or Department of Building Inspection at the time the Development  
23 Application is submitted.

24 (B) The project does not propose changes to the character defining features of a  
25 building that is designated as a landmark under Article 10, is listed as a contributor to an historic

1 district in Article 10, is listed as a Significant or Contributory Building under Article 11, is listed in the  
2 California Register of Historical Resources, or is listed on the National Register of Historic Places.

3 (C) The project increases the number of rental units subject to the rent increase  
4 limitations of the Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the  
5 Administrative Code).

6 (D) The project does not require the Residential Demolition of existing, deed-  
7 restricted, affordable and/or below market rate housing, or replaces any such housing that is  
8 demolished as part of the Development Application.

9 (E) The project increases the number of permanently Affordable Units located  
10 on the site.

11 (F) The project, if three units or more, increases the number of two or more  
12 bedroom units on-site.

13 (G) The project sponsor has complied with the notice requirements of Section  
14 317.2(e)(1) and (e)(2)(i)-(iii), and (vi), and the requirements of Section 317.2(d)(2) to provide a  
15 relocation plan for Existing Occupants.

16 (H) The project results in a net increase of Dwelling Units on-site and number  
17 of bedrooms on-site.

18 (I) The project site has been free of Rent Board decisions under Administrative  
19 Code section 37.9(l) that there was a wrongful endeavor to recover possession of a rental unit through  
20 tenant harassment or adjudicated wrongful evictions, for at least five years before the date the  
21 Development Application is submitted.

22 (J) As to vacant units where the prior tenant left within five years before the date  
23 the Development Application is submitted pursuant to a Buyout Agreement, that the Buyout Agreement  
24 complied with the applicable disclosure requirements as set forth in Administrative Code Section  
25 37.9E, subdivisions (d)(12) and (f)(5).

1 (K) No tenant has vacated any unit in the building within the previous 36 months  
2 pursuant to a notice to vacate under Administrative Code Section 37.9(a)(8) that was served after the  
3 effective date of the ordinance in Board of Supervisors File No. 250926.

4 (L) The project is a rental project.

5 ~~(A) whether the property is free of a history of serious, continuing Code~~  
6 ~~violations;~~

7 ~~(B) whether the housing has been maintained in a decent, safe, and sanitary~~  
8 ~~condition;~~

9 ~~(C) whether the property is an "historical resource" under CEQA;~~

10 ~~(D) whether the removal of the resource will have a substantial adverse impact~~  
11 ~~under CEQA;~~

12 ~~(E) whether the project converts rental housing to other forms of tenure or~~  
13 ~~occupancy;~~

14 ~~(F) whether the project removes rental units subject to the Residential Rent~~  
15 ~~Stabilization and Arbitration Ordinance or affordable housing;~~

16 ~~(G) whether the project conserves existing housing to preserve cultural and~~  
17 ~~economic neighborhood diversity;~~

18 ~~(H) whether the project conserves neighborhood character to preserve~~  
19 ~~neighborhood cultural and economic diversity;~~

20 ~~(I) whether the project protects the relative affordability of existing housing;~~

21 ~~(J) whether the project increases the number of permanently affordable units as~~  
22 ~~governed by Section 415;~~

23 ~~(K) whether the project locates in-fill housing on appropriate sites in~~  
24 ~~established neighborhoods;~~

25 ~~(L) whether the project increases the number of family-sized units on-site;~~

- 1 ~~(M) whether the project creates new supportive housing;~~
- 2 ~~(N) whether the project is of superb architectural and urban design, meeting all~~
- 3 ~~relevant design guidelines, to enhance existing neighborhood character;~~
- 4 ~~(O) whether the project increases the number of on-site Dwelling Units;~~
- 5 ~~(P) whether the project increases the number of on-site bedrooms;~~
- 6 ~~(Q) whether or not the replacement project would maximize density on the~~
- 7 ~~subject lot; and~~
- 8 ~~(R) if replacing a building not subject to the Residential Rent Stabilization and~~
- 9 ~~Arbitration Ordinance, whether the new project replaces all of the existing units with new Dwelling~~
- 10 ~~Units of a similar size and with the same number of bedrooms.~~

11 **(7) Removal of Unauthorized Units.** In addition to the criteria set forth in  
 12 subsections (g)(1) through (g)(6) above, the Planning Commission shall consider the criteria  
 13 below in the review of applications for removal of Unauthorized Units:

14 (A) whether the Unauthorized Unit has been rented within the 10 years  
 15 preceding the application, excluding any use of the Unauthorized Unit by a blood, adoptive, or  
 16 step-family relationship, specifically by a grandparent, parent, sibling, child, or grandchild, or  
 17 the spouse or registered domestic partner of such relations, or by a property owner's spouse  
 18 or registered domestic partner;

19 (B) whether the Unauthorized Unit has a history of evictions under  
 20 Administrative Code Sections 37.9(a)(8)-(12), ~~or 37.9(a)(14), or (17)-(16)~~ within the 10 years  
 21 preceding the application.

22 \* \* \* \*

23  
 24  
 25

1                    **SEC. 317.2. CONDITIONS OF APPROVAL FOR PROJECTS THAT REQUIRE THE**  
2 **DEMOLITION OF RESIDENTIAL UNITS.**

3                    **(a) Purpose; Implementation.** *This Section 317.2 is intended to implement and shall be*  
4 *construed consistent with the provisions of California Government Code sections 66300.5 and 66300.6,*  
5 *as they may be amended from time to time. The Planning Commission shall approve, and the Planning*  
6 *Department shall publish on its website, a Replacement Unit Implementation Document (hereafter, the*  
7 *“Implementation Document”)* *containing procedures, regulations, guidelines, notice formats, and*  
8 *application forms, as deemed necessary to assist with implementation, monitoring, and enforcement of*  
9 *the policies and procedures of this Section 317.2. The Department may update the Implementation*  
10 *Document from time to time.*

11                    **(b) Definitions.** *In addition to the definitions in California Government Section 66300.5 and*  
12 *Planning Code Sections Section 102 or Section 401, the following terms shall have the following*  
13 *definitions:*

14                    *“Affordable Housing Cost” is defined in California Health and Safety Code section 50052.5.*

15                    *“Affordable Rent” is defined in California Health and Safety Code section 50053.*

16                    *“Comparable Unit” shall mean a Replacement Unit (and for purposes of subsection*  
17 *317.2(d)(2)(C), a substitute unit) that contains at least the same total number of bedrooms, same total*  
18 *number of full bathrooms, and at least 90 percent of the square footage of the Protected Unit being*  
19 *replaced. However, if one or more single-family homes that qualify as Protected Units are being*  
20 *replaced in a Housing Development Project that consists of two or more units, “Comparable Unit”*  
21 *shall mean either (1) a unit containing the same number of bedrooms if the single-family home contains*  
22 *three or fewer bedrooms, or (2) a unit containing three bedrooms if the single-family home contains*  
23 *four or more bedrooms and a Comparable Unit is not required to have the same or similar square*  
24 *footage or the same number of total rooms.*

25                    *“Existing Occupant” shall mean a tenant, as defined in Administrative Code Section 37.2(t), on*

1 the date the project sponsor submits a Development Application or a preliminary application  
2 (whichever occurs first), inclusive of any lawful occupants in the unit, as well as any persons who have  
3 vacated a rental unit temporarily while the landlord is carrying out capital improvements or  
4 rehabilitation work. If the unit was vacant on such date, the prior tenant shall still qualify as an  
5 Existing Occupant for purposes of this Section 317.2 if they vacated the unit in any of the following  
6 circumstances: (1) within the last five years, either due to a wrongful endeavor to recover possession of  
7 the unit through harassment as determined by the Rent Board under Administrative Code Section  
8 37.9(1), or alternatively, where the Rent Board determined there was a wrongful endeavor to recover  
9 possession of the unit through harassment and the tenant vacated within 12 months after the date of  
10 said determination; (2) within the last five years pursuant to a Buyout Agreement that did not  
11 substantially comply with the disclosure requirements set forth in Administrative Code Section 37.9E,  
12 subdivisions (d)(12) and (f)(5); or (3) within the last three years pursuant to a notice to vacate under  
13 Administrative Code Section 37.9(a)(8).

14 “Housing Development Project” is defined in California Government Code section  
15 65905.5(b)(3).

16 “Lower Income Household” is defined in California Health and Safety Code section 50079.5.

17 “Protected Unit” shall mean a Residential Unit, whether authorized or unauthorized, and  
18 whether occupied or vacant, that meets any of the following criteria: (1) has been subject to a recorded  
19 covenant, ordinance, or law that restricts rents to levels affordable to persons and families of Lower or  
20 Very Low-Income within the past five years; (2) has been subject to any form of rent or price control  
21 through San Francisco’s valid exercise of its police power within the last five years, including all units  
22 subject to the rent increase limitations set forth in Section 37.3 of the Administrative Code; (3) has  
23 been rented by a Lower or Very Low-Income Household within the past five years; or (4) was  
24 withdrawn from rent or lease in accordance with Chapter 12.75 (commencing with Section 7060) of  
25 Division 7 of Title 1 of the California Government Code) within the past 10 years.

1 “Replacement Unit” shall mean a Residential Unit that replaces a demolished Protected Unit in  
2 a new Housing Development Project and that complies with the requirements of this Section 317.2.

3 The Department shall note the existence of Replacement Units on a publicly-accessible website.

4 “Very Low Income Household” is defined in California Health and Safety Code section 50105.

5 (c) **No Net Loss of Residential Units.** Notwithstanding any other law including local density  
6 requirements, a Housing Development Project that will require the demolition of one or more  
7 Residential Units, whether authorized or unauthorized, shall include at least as many Residential Units  
8 as will be demolished or as existed on the project site within the last five years preceding the date of the  
9 Development Application, whichever is greater.

10 (d) **Projects that Require Demolition of Protected Units.** Notwithstanding any other law  
11 including local density requirements, a development project that will require the demolition of  
12 occupied or vacant Protected Units, or that is located on a site where Protected Units were demolished  
13 in the five years preceding the date the project sponsor submits a Development Application, shall not  
14 be approved unless the project meets all of the following requirements:

15 (1) **Replacement of Protected Units.** The project shall replace all existing Protected  
16 Units and all Protected Units demolished on or after January 1, 2020 with Comparable Units. Except  
17 as otherwise provided in this Section 317.2, for purposes of this subsection (d)(1), the term “replace”  
18 shall have the same meaning as provided in Government Code sections 65915(c)(3)(B) and (C) and as  
19 further described below. Replacement Units subject to an affordability restriction shall remain  
20 affordable for the Life of the Project, as defined in Section 401.

21 (A) **Demolition and Replacement of Units Occupied by Lower-Income**  
22 **Households.** Except as provided in subsection 317.2(d)(2)(D), for projects proposing to demolish  
23 buildings that include Protected Units that were occupied by Lower-Income Households at the time of  
24 the Development Application, the project sponsor shall replace such Protected Units with Comparable  
25 Units at an affordable housing cost to persons and families in the same or lower income categories as

1 those households in occupancy or presumed to be in occupancy as described in Section  
2 65915(c)(3)(B)(i). Such units shall be occupied by persons and families in the same or lower income  
3 categories as those households in occupancy or presumed to be in occupancy as described in Section  
4 65915(c)(3)(B)(i). Comparable Units in rental projects must be made available at an affordable rent  
5 or the prior rental rate, whichever is lower. Housing Development Projects in which 100 percent of the  
6 units, exclusive of a manager's unit or units, are reserved for Lower Income Households, may comply  
7 with subsection (d)(1)(A) by providing at least the same total number of units and the total aggregate  
8 number of bedrooms as the Protected Units being replaced on the project site.

9 **(B) Demolition and Replacement of Units With Above Lower-Income**

10 **Households.** For projects proposing to demolish buildings with Protected Units that were occupied by  
11 above Lower-Income Households, the project sponsor shall replace those units with Comparable Units.  
12 Comparable Units in Rental Projects shall be subject to the rent increase limitations of Chapter 37 of  
13 the Administrative Code. Comparable Units in Ownership Projects, as defined by Section 401 of this  
14 Code, shall be made available to and occupied by Lower-Income Households. The project sponsor  
15 shall consent to such restrictions in a Regulatory Agreement approved by the Planning Department.

16 **(C) Vacant or Demolished Units.** If all Protected Units have been vacated or

17 demolished within the five years preceding the Development Application, then the project sponsor shall  
18 replace those units with Comparable Units based on the number of Lower-Income Households in  
19 occupancy or presumed to be in occupancy at the highpoint in the preceding five years, as described in  
20 California Government Code Section 65915(c)(3)(B)(ii). Housing Development Projects in which 100  
21 percent of the units, exclusive of a manager's unit or units, are reserved for Lower Income Households,  
22 may comply with this subsection (d)(1)(C) by providing at least the same total number of units and the  
23 total aggregate number of bedrooms as the Protected Units being replaced on the project site.

24 **(D) Accessibility Requirements.** Any demolished Protected Unit that was an

25 accessible unit under California Building Code Chapter 11A shall be replaced with an accessible

1 Comparable Unit.

2 (E) Inclusionary Requirements. Replacement Units constructed pursuant to  
3 this subsection (d)(1) shall be considered in determining whether the Housing Development Project  
4 satisfies the requirements of California Government Code Section 65915, or any on-site affordable  
5 housing requirements under Section 415 et seq. of this Code.

6 (F) Non-Housing Development Projects. If a project that proposes to demolish  
7 Protected Units is not a Housing Development Project, the project sponsor shall ensure that any  
8 Replacement Units are developed prior to or concurrently with the non-housing development project.  
9 Such Replacement Units shall be Comparable Units, and may be located on a site other than the non-  
10 housing development project site but shall be located within San Francisco and within one mile of the  
11 project site. The project sponsor may contract with another entity to develop the required Replacement  
12 Units. Any Replacement Units developed as part of a separate project under this subsection (d)(1)(F)  
13 shall be in addition to any Replacement or Inclusionary Units required for that separate project; and  
14 shall be in addition to any Replacement Units included in the separate project to meet the requirements  
15 of this subsection (d)(1)(F) for any other project; and shall not be located within any project that  
16 receives a public subsidy or that will become property of the San Francisco Housing Authority. The  
17 Implementation Document shall contain guidelines as deemed necessary to assist with implementation,  
18 monitoring, and enforcement of this subsection (d)(1)(F).

19 (G) Exceptions. Consistent with California Government Code Section  
20 66300.6(b)(1)(C), this subsection (d)(1) does not require a Replacement Unit where (i) the project is an  
21 industrial use; (ii) the project site is entirely within a zone that does not allow Residential uses; (iii) the  
22 zoning applicable to the project site that does not allow Residential uses was adopted prior to January  
23 1, 2022; and (iv) the Protected Units that are or were on the project site are or were nonconforming  
24 uses.

25 (2) Protections for Existing Occupants. A Development Application shall not be

1 approved unless the project sponsor complies with the requirements of subsections (d)(2)(A)-(D), and  
2 has provided all Existing Occupants notice of their rights under subsections (d)(2)(A)-(D). The project  
3 sponsor shall include a compliant relocation plan with their Development Application. The  
4 Implementation Document shall include minimum standards for notices to be provided informing  
5 Existing Occupants of their rights, and a compliant relocation plan, as well as instructions and  
6 guidelines on how a project sponsor or a relocation specialist hired by the project sponsor can comply  
7 with the requirements in this subsection (d)(2). The Department may impose a fee for the review of a  
8 relocation plan.

9 **(A) Right to Remain.** Existing Occupants who are Lower-Income Households  
10 shall be allowed to occupy their units until three months before the start of construction activities.  
11 Existing Occupants who are not Lower-Income Households shall be allowed to occupy their units until  
12 six months before the start of construction activities. A project sponsor may allow an Existing  
13 Occupant to remain beyond three or six months before the start of construction activities.

14 (i) The project sponsor shall provide Existing Occupants, with a copy to  
15 the Planning Department and Rent Board, written notice of the planned demolition, the date they must  
16 vacate, and their rights under this Section 317.2. The notice shall be provided in writing, by certified  
17 mail, at least six months in advance of the date that Existing Occupants must vacate, and shall be in  
18 addition to any other notices that may be required by law. This notice shall include the following text  
19 in at least 14 point bold face type: "This notice is not an eviction notice. It is not notice that you must  
20 vacate the building or that your tenancy is being ended. It is to inform you about your rights under  
21 Section 317.2 of the San Francisco Planning Code."

22 (ii) The notice in subsection (d)(2)(A)(i) shall be sent by certified mail  
23 and provided in the Required languages, and in languages spoken by a Substantial Number of Limited  
24 English Speaking Persons, as those terms are defined in Administrative Code Chapter 91.

25 **(B) Right to Return if Demolition Does Not Proceed.** Any Existing Occupants

1 who vacate their units following receipt of the notice required by subsection (A) shall be allowed to  
2 return at their prior rental rate, as adjusted in accordance with the provisions of Administrative Code  
3 Chapter 37, if the demolition does not proceed and the property is returned to the rental market. The  
4 project sponsor shall follow any applicable guidelines in the Implementation Document regarding the  
5 offer and acceptance of a right to return if demolition does not proceed.

6 (C) **Right to Relocation Assistance.** Project sponsors shall provide relocation  
7 assistance to Existing Occupants as follows:

8 (i) All displaced households regardless of income level shall receive  
9 relocation assistance equivalent to the amounts required under Administrative Code Section 37.9A(e).

10 (ii) When the displaced household is Lower-Income, the project sponsor  
11 shall provide the additional relocation assistance as set forth in subparagraphs a., b., or c of this  
12 subsection (d)(2)(C). The project sponsor shall continue to provide this additional assistance until they  
13 have discharged their obligation to offer the household a permanent Comparable Unit under  
14 subsection (d)(2)(D), or until 42 months have elapsed since the displacement occurred, whichever  
15 comes first. The Department shall review and verify the adequacy of the project sponsor's relocation  
16 assistance plan before it finally approves the demolition permit, shall assist project sponsors and  
17 displaced households to ensure consistent implementation of the plans, and may contract with third-  
18 party relocation specialists to assist with these functions.

19 a. **Substitute Housing.** The project sponsor shall secure a  
20 substitute unit for the household that is Comparable and is located in San Francisco, commencing on  
21 the date that the household would be required to vacate their original unit. The rent shall be not  
22 greater than the rent that the household was paying before the displacement. The project sponsor shall  
23 follow any applicable procedures in the Implementation Document regarding the offer and acceptance  
24 of the substitute unit. If the household accepts the offer of a substitute unit, their tenancy in that unit  
25 shall be subject to all applicable provisions of Administrative Code Chapter 37. If the household does

1 not accept the offer of a substitute unit, the project sponsor shall provide relocation assistance under  
2 subparagraphs b. or c.

3 **b. Standardized Payment.** The project sponsor shall provide the  
4 household standardized financial payments to assist with the relocation, commencing three months  
5 after the date that the household vacated their original unit. The payments shall occur monthly in an  
6 amount equivalent to the difference between the maximum monthly rent for that household and unit  
7 type as published by MOHCD, and the San Francisco Housing Authority Payment Standard for that  
8 unit size (or the amount that the household is paying for interim housing, whichever is less).

9 **c. Individualized Relocation Process.** Consistent with California  
10 Government Code Section 66300.6(b)(4)(A), the project sponsor shall provide the household financial  
11 payments in the amounts required to be paid by public entities under California Government Code  
12 Sections 7260-7277, as amended from time to time. The Department's Implementation Document shall  
13 include procedures and guidelines for project sponsors who wish to provide relocation assistance  
14 under this option.

15 (iii) The Department shall develop procedures for Lower-Income  
16 Households to provide the Department and project sponsor confirmation at least once every twelve  
17 months that they remain eligible for the additional relocation assistance described in subparagraphs a.  
18 or b. of subsection (ii), as applicable, and that they intend to occupy a Comparable Unit under  
19 subsection (d)(2)(D) upon completion, as a condition of receiving the additional relocation assistance.  
20 Information related to a displaced household's source of income shall be treated as confidential  
21 information.

22 (iv) If paying relocation assistance under subparagraphs a. or b. of  
23 subsection (ii) would constitute an undue financial hardship for the project sponsor in light of all of the  
24 resources available to them, the project sponsor may file a written request with the Rent Board for a  
25 hardship adjustment, on a form provided by the Rent Board and with supporting evidence. The Rent

1 Board, or its designated Administrative Law Judges, may order a payment plan or any other relief they  
2 determine is justified following a hearing on the request.

3 (v) The relocation assistance set forth in this Section 317.2(d)(2)(C) is  
4 not intended to affect any assistance the displaced household may be entitled to under federal or state  
5 law. If a displaced household is also entitled to receive relocation assistance under Chapter 37 of the  
6 Administrative Code, then the project sponsor may apply the amounts paid under Chapter 37 as a  
7 credit against the amounts required under this Section 317.2(d)(2)(C).

8 **(D) Right of First Refusal For Comparable Units.** The project sponsor shall  
9 offer Comparable Units to Existing Occupants of Protect Units as set forth below. The City shall not  
10 issue a Temporary or Final Certificate of Occupancy unless the Planning Department has certified that  
11 the project sponsor has complied with these requirements, the applicable notice rules under subsection  
12 (E), as well as any offer and acceptance procedures and guidelines set forth in the Department's  
13 Implementation Document.

14 (i) The project sponsor shall provide above Lower-Income Households a  
15 right of first refusal for a Comparable Unit available in the new housing development, or if the  
16 development is not a housing development, in a Comparable Unit associated with the new development,  
17 provided such development is a rental housing development.

18 (ii) The project sponsor shall provide Lower-Income Households a right  
19 of first refusal for a Comparable Unit available in the new housing development, or if the development  
20 is not a housing development, in any required Comparable Units associated with the new development  
21 at an affordable rent or an affordable housing cost. To ensure the Comparable Unit is affordable to  
22 the Lower Income Household, the project sponsor shall offer the unit either at the Existing Occupant's  
23 prior rental rate (plus any annual rent increases that may have been allowed under Administrative  
24 Code Sections 37.3(a)(1)-(2)) or at an Affordable Rent, whichever is lower; or at an Affordable  
25 Housing Cost. If a Lower-Income Household has been accepting relocation assistance in the form of a

1 substitute housing unit, their decision not to accept a Comparable Unit under this subsection (ii) shall  
2 not affect their right to continue occupying the substitute housing unit. If a Lower-Income Household  
3 accepts a Comparable Unit at their prior rental rate which is lower than the Affordable Rent, any  
4 annual rent increase shall be governed by Administrative Code Section 37.3(a)(1)-(2) for the duration  
5 of the Lower-Income Household's tenancy. At the conclusion of the tenancy, the Comparable Unit  
6 shall be an Affordable Unit subject to the requirements of Section 415 and the Inclusionary Affordable  
7 Housing Procedures Manual.

8 (iii) Consistent with California Government Code Sections  
9 66300.6(b)(4)(B)(i)-(iii), Existing Occupants shall not have a right of first refusal under this subsection  
10 (D) to a Comparable Unit in any of the following circumstances:

11 a. a development project that consists of a single residential unit  
12 located on a site where a single Protected Unit is being demolished;

13 b. units in a Housing Development Project in which 100 percent  
14 of the units, exclusive of a manager's unit or units, are reserved for Lower-Income Households, except  
15 in the case of an Existing Occupant of a Protected Unit who qualifies for residence in the new  
16 development and for whom providing a Comparable Unit would not be precluded due to unit size  
17 limitations or other requirements of one or more funding source of the housing development; or

18 c. a development project that meets the requirements set forth in  
19 California Government Code Section 66300.6(b)(1)(C).

20 (e) **Notice Requirements.** In addition to any other notices required by this Code, a project  
21 sponsor shall comply with the notice requirements under subsections (e)(1) and (e)(2), below. The  
22 Department shall create forms to assist project sponsors in providing these notices, and may include  
23 additional rules and guidelines in the Replacement Unit Implementation Document. The project  
24 sponsor shall provide copies of these notices to the Department at the time they provide them to the  
25 Existing Occupants, unless otherwise specified. The Department shall also develop forms for Existing

1 Occupants to keep the project sponsor and Department apprised of future changes of physical address,  
2 telephone number, and electronic mail.

3 (1) **Posted Notice at Site.** Within seven days of receiving notice that their Development  
4 Application is complete or has been deemed complete, the project sponsor shall place posters at the  
5 subject property that includes the content set forth in Section 333(d). The posters shall comply with the  
6 requirements of Section 333(e)(1), and shall remain at the property until the Department issues a  
7 Planning Approval Letter or until the project sponsor withdraws or cancels the application. This  
8 notice shall be in addition to any notices required by the Building Code or any other State or local law.  
9 In addition to the locations required by Section 333(e)(1), the project sponsor shall also place posters  
10 in at least one high-traffic area used by tenant households. The requirements of this subsection  
11 317.2(e)(1) may be modified upon a determination by the Zoning Administrator that a different location  
12 for the poster would provide better notice or that physical conditions make this requirement impossible  
13 or impractical, in which case the notice shall be posted as directed by the Zoning Administrator.

14 (2) **Notifications to Existing Occupants.** Project sponsors must provide notice to  
15 Existing Occupants as set forth below, and as further required in the Implementation Document, by  
16 certified mail and email, in the Required languages and in languages spoken by a Substantial Number  
17 of Limited English Speaking Persons as those terms are defined in Administrative Code Chapter 91.

18 (A) **Notice of Right to Remain.** Project sponsors shall notify all Existing  
19 Occupants of their right to remain consistent with Section 317.2(d)(2)(A).

20 (B) **Notice of Right to Relocation Benefits.** Project sponsors shall notify all  
21 Existing Occupants of their right to relocation assistance under Section 317.2(d)(2)(C). Such notice  
22 shall include information on relocation specialists and relocation payments.

23 (C) **Notice of a Right of First Refusal.** Project sponsors shall notify all  
24 Existing Occupants of their right of first refusal for a Comparable Unit under Section 317.2(d)(2)(D).  
25 Any household that intends to exercise this right must inform the project sponsor within 180 days of

1 receiving the notice, with a copy to the Planning Department and the Rent Board. The Implementation  
2 Document shall include guidelines for satisfying this section, including procedures and timelines for  
3 accepting a Replacement Unit.

4 **(D) Notice of Major Milestones for Existing Occupants who Intend to**  
5 **Exercise a Right of First Refusal.** Project sponsors shall notify all Existing Occupant of major  
6 milestones in the development process, including but not limited to:

7 (i) the start of construction;

8 (ii) on at least a bi-annual basis, the anticipated date of when  
9 occupancy will be available;

10 (iii) at least 180, 90, and 30 days in advance of the anticipated  
11 availability of the unit prior to the issuance of the Temporary or Final Certificate of Occupancy;

12 (iv) when the Temporary Certificate of Occupancy is issued; and

13 (v) when the Final Certificate of Occupancy is issued.

14 **(E) Notice of Replacement Unit Availability for Right of First Refusal.** Project  
15 sponsors shall make offers of Replacement Units in writing by certified mail and electronic mail and  
16 shall file a copy of the offer with the Planning Department within 15 days of the offer. The Existing  
17 Occupant shall have 30 days from receipt of the offer to notify the project sponsor whether they accept  
18 or reject the offer, and if they accept, shall occupy the unit within 60 days of receipt of the offer or  
19 when the project receives its Temporary or Final Certificate of Occupancy for the Replacement Unit,  
20 whichever occurs last. Nothing in this section shall preclude tenants from contacting the project  
21 sponsor to inquire about progress throughout the construction period, or the leasing or sales process.

22 **(F) Notice of Right to Return if Demolition Does Not Proceed.** The project  
23 sponsor shall notify all Existing Occupants of their right to return to their former rental unit at their  
24 prior rental rate if a Development Project does not proceed and the property is returned to the rental  
25 market, at least 30 days prior to returning the property to the rental market.

1                    **(f) Private Right of Action; Civil Penalties.**

2                    (1) An aggrieved tenant, or any non-profit with a primary mission of protecting tenants  
3 that is acting on behalf of an aggrieved tenant, may file a civil action for monetary damages and/or  
4 injunctive relief against any project sponsor, including any person(s) acting on their behalf and any  
5 successors-in-interest, to enforce violations of this Section 317.2.

6                    (2) A prevailing tenant may be awarded compensatory damages. In addition, for  
7 violations of subsection (d)(2) a court may impose civil penalties up to \$10,000 per violation, treble  
8 damages for willful violations, civil penalties up to \$5,000 per violation depending upon the severity of  
9 the violation if the tenant is 65 years or older or disabled, and for violations of subsection (d)(2)(B)  
10 punitive damages in an amount that does not exceed the total rent the Existing Occupant owed for the  
11 six months before they vacated the unit. The prevailing party shall be awarded reasonable attorneys'  
12 fees and costs.

13                    (3) The remedies in this paragraph are not exclusive and do not preclude any tenant or  
14 the City from seeking any other legal or equitable remedies, penalties, or punitive damages as provided  
15 by law.

16                    (4) This subsection (f) does not impose liability on a party for violating the notification  
17 requirements of subsection (e)(2)(D), so long as the party can demonstrate substantial compliance with  
18 those requirements.

19                    **(g) Other Tenant Rights and Privileges.** All tenants of Replacement Units shall have the same  
20 rights and privileges of other tenants in the same building or complex, as applicable and if provided  
21 generally in the development, with respect to common space amenities, entry into the building, and  
22 building services, including access to laundry facilities, gardens or yards, health facilities and  
23 recreational space, property management and security services, repairs and maintenance, access to  
24 any parking spaces, access to doors and keys, and building rules and regulations.

1           **SEC. 333. PUBLIC NOTIFICATION PROCEDURES.**

2           \* \* \* \*

3           **(d) Content of Notice.**

4                   (1) All notices provided pursuant to this Section 333 shall have a format and  
5 content determined by the Zoning Administrator, and shall at a minimum include the following:

6                               \* \* \* \*

7                               (C) the basic details of the project, including whether the project is a  
8 demolition, new construction, alteration, or change of use; and basic details comparing the  
9 existing and proposed conditions at the property including building height, number of stories,  
10 dwelling unit count, number of parking spaces, and the use of the building; *and*

11                              (D) instructions on how to access the online notice and plan sets for the  
12 project, including how to obtain paper copies of the plan sets, and additional information for  
13 any public hearings required by the Planning Code and for which public notification is required  
14 for a development application: the date, time and location of the hearing; instructions for how  
15 to submit comments on the proposed project to the hearing body; and an explanation as to  
16 why the hearing is required; *and*

17                              (E) if the Project requires the demolition of Residential or Unauthorized Units,  
18 as those terms are defined in Sections 102 and 317, the notice shall also include information regarding  
19 Section 317.2, including information about the protections for Existing Occupants as described in  
20 Section 317.2(d)(2).

21                               \* \* \* \*

22           **SEC. 415.4. IMPOSITION OF REQUIREMENTS.**

23           \* \* \* \*

24                   (g) The Planning Department shall note the existence of any units provided under Section  
25 415.6 in a Housing Development Project on a publicly-accessible website.

1  
2           **SEC. 415.5. AFFORDABLE HOUSING FEE.**

3           The fees set forth in this Section 415.5 will be reviewed when the City completes an  
4 Economic Feasibility Study. Except as provided in Section 415.5(g), all development projects  
5 subject to this Program shall be required to pay an Affordable Housing Fee subject to the  
6 following requirements:

7           (a) Timing of Fee Payments. The fee shall be paid to DBI for deposit into the Citywide  
8 Affordable Housing Fund at the time required by Section 402(d).

9           (b) Amount of Fee. The amount of the fee that may be paid by the project sponsor  
10 subject to this Program shall be determined by MOHCD utilizing the following factors:

11           \* \* \* \*

12           (7) If the principal project has resulted in demolition, ~~conversion, or removal~~ of  
13 affordable housing units that are subject to a recorded covenant, ordinance, or law that  
14 restricts rents to levels affordable to persons and families of moderate-, low- or very low-  
15 income, or housing that is subject to any form of rent or price control through a public entity's  
16 valid exercise of its police power and determined to be affordable housing, the project sponsor  
17 shall comply with Section 317.2. ~~the Commission or the Department shall require that the project~~  
18 ~~sponsor pay the Inclusionary Affordable Housing Fee equivalent for the number of affordable units~~  
19 ~~removed, in addition to compliance with the inclusionary requirements set forth in this Section.~~

20  
21           **SEC 415.6. ON-SITE AFFORDABLE HOUSING ALTERNATIVE.**

22           If a project sponsor elects to provide on-site units pursuant to Section 415.5(g), the  
23 development project shall meet the following requirements:

24           (a) **Number of Units.** The number of units constructed on-site shall be as follows:

25           \* \* \* \*

1 (12) If the Principal Project has resulted in demolition, ~~conversion, or removal~~ of  
2 affordable housing units that are subject to a recorded covenant, ordinance, or law that  
3 restricts rents to levels affordable to persons and families of moderate-, low- or very-low-  
4 income, or housing that is subject to any form of rent or price control through a public entity's  
5 valid exercise of its police power and determined to be affordable housing, the project sponsor  
6 shall comply with Section 317.2. ~~the Commission or the Department shall require that the project~~  
7 ~~sponsor replace the number of Affordable Units removed with units of a comparable number of~~  
8 ~~bedrooms and sales prices or rents, in addition to compliance with the requirements set forth in this~~  
9 ~~Section.~~

10 \* \* \* \*

11  
12 **SEC 415.7. OFF-SITE AFFORDABLE HOUSING ALTERNATIVE.**

13 If the project sponsor elects pursuant to Section 415.5(g) to provide off-site units to  
14 satisfy the requirements of Sections 415.1 et seq., the project sponsor shall notify the  
15 Planning Department and MOHCD of its intent prior to approval of the project by the Planning  
16 Commission or Department. The Planning Department and MOHCD shall provide an  
17 evaluation of the project's compliance with this Section 415.7 prior to approval by the Planning  
18 Commission or Planning Department. The development project shall meet the following  
19 requirements:

20 (a) **Number of Units:** The number of units constructed off-site shall be as follows:

21 \* \* \* \*

22 (7) If the principal project or the off-site project has resulted in demolition,  
23 ~~conversion, or removal~~ of affordable housing units that are subject to a recorded covenant,  
24 ordinance, or law that restricts rents to levels affordable to persons and families of moderate-,  
25 low- or very low-income, or housing that is subject to any form of rent or price control through

1 a public entity's valid exercise of its police power and determined to be affordable housing, the  
2 project sponsor shall comply with Section 317.2. ~~the Commission or the Department shall require that~~  
3 ~~the project sponsor replace the number of affordable units removed with units of a comparable~~  
4 ~~number of bedrooms and sales prices or rents, in addition to compliance with the inclusionary~~  
5 ~~requirements set forth in this Section.~~

6 \* \* \* \*

7  
8 Section 4. Chapter 37 of the Administrative Code is hereby amended by revising  
9 Sections 37.2, 37.3, 37.8B, 37.9, and 37.9E, to read as follows:

10 **SEC. 37.2. DEFINITIONS.**

11 \* \* \* \*

12 (r) Rental Units. All residential dwelling units in the City together with the land and  
13 appurtenant buildings thereto, and all housing services, privileges, furnishings, and facilities  
14 supplied in connection with the use or occupancy thereof, including garage and parking  
15 facilities.

16 \* \* \* \*

17 (4) Except as provided in subsections (A)-(D), dwelling units whose rents are  
18 controlled or regulated by any government unit, agency, or authority, excepting those  
19 unsubsidized and/or unassisted units which are insured by the United States Department of  
20 Housing and Urban Development; provided, however, that units in unreinforced masonry  
21 buildings which have undergone seismic strengthening in accordance with Existing Building  
22 Code Chapters 5B and 5C~~16B and 16C~~ shall remain subject to the Rent Ordinances to the  
23 extent that the ordinance is not in conflict with the seismic strengthening bond program or with  
24 the program's loan agreements or with any regulations promulgated thereunder;

25 \* \* \* \*

1 (D) The term “rental units” shall include (i) Accessory Dwelling Units  
2 constructed pursuant to Section 207.1 of the Planning Code and that have received a  
3 complete or partial waiver of the density limits and the parking, rear yard, exposure, or open  
4 space standards from the Zoning Administrator pursuant to Planning Code Section 307(I); (ii)  
5 New Unit(s) constructed and funded pursuant to Administrative Code Chapter 85; (iii) new  
6 dwelling units created pursuant to the density exception set forth in Section 207(c)(8) of the  
7 Planning Code; (iv) new dwelling units created pursuant to the HOME-SF Program set forth in  
8 Section 206.3(c)(1)(B) of the Planning Code; (v) new dwelling units created pursuant to the  
9 density exception set forth in Section 249.94(d)(1) of the Planning Code; ~~and~~ (vi) dwelling  
10 units that obtain the exemption from the conditional use authorization set forth in Section  
11 317(c)(10) of the Planning Code; and (vii) any unit subject to a Regulatory Agreement imposing the  
12 rent increase limitations of this Chapter 37, including Replacement Units created under Planning Code  
13 Sections 317.2(d)(1)(B) or (d)(2)(D)(ii).

14 \* \* \* \*

15  
16 **SEC. 37.3. RENT LIMITATIONS.**

17 (a) **Rent Increase Limitations for Tenants in Occupancy.** Landlords may impose  
18 rent increases upon tenants in occupancy only as provided below and as provided by  
19 subsections 37.3(d) and 37.3(g):

20 \* \* \* \*

21 (3) **Capital Improvements, Rehabilitation, and Energy Conservation**  
22 **Improvements, and Renewable Energy Improvements.** A landlord may impose rent  
23 increases based upon the cost of capital improvements, rehabilitation, energy conservation  
24 improvements, or renewable energy improvements, provided that such costs are certified  
25 pursuant to Sections 37.7 and 37.8B below; provided further that where a landlord has

1 performed seismic strengthening in accordance with Existing Building Code Chapters 5B and  
2 5C16B and 16C, no increase for capital improvements (including but not limited to seismic  
3 strengthening) shall exceed, in any 12 month period, 10 percent of the tenant's base rent,  
4 subject to rules adopted by the Board to prevent landlord hardship and to permit landlords to  
5 continue to maintain their buildings in a decent, safe and sanitary condition. A landlord may  
6 accumulate any certified increase which exceeds this amount and impose the increase in  
7 subsequent years, subject to the 10 percent limitation. Nothing in this subsection shall be  
8 construed to supersede any Board rules or regulations with respect to limitations on increases  
9 based upon capital improvements whether performed separately or in conjunction with  
10 seismic strengthening improvements pursuant to Existing Building Code Chapters 5B and  
11 5C16B and 16C.

12 \* \* \* \*

13 (d) **Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50. et seq.).**

14 Consistent with the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50. et seq.)  
15 and regardless of whether otherwise provided under Chapter 37:

16 (1) **Property Owner Rights to Establish Initial and All Subsequent Rental**  
17 **Rates for Separately Alienable Parcels.**

18 (A) An owner of residential real property may establish the initial and all  
19 subsequent rental rates for a dwelling or a unit which is alienable separate from the title to any  
20 other dwelling unit or is a subdivided interest in a subdivision as specified in subdivision (b),  
21 (d), or (f) of Section 11004.5 of the California Business and Professions Code. The owner's  
22 right to establish subsequent rental rates under this subsection (d)(1)(A) shall not apply to a  
23 dwelling or unit where either of the following apply:

24 \* \* \* \*

25 (ii) The preceding tenancy has been terminated by the owner by

1 notice pursuant to California Civil Code Section 1946.1 or has been terminated upon a change  
2 in the terms of the tenancy noticed pursuant to California Civil Code Section 827; in such  
3 instances, the rent increase limitation provisions of Chapter 37 shall continue to apply for the  
4 duration of the new tenancy in that dwelling or unit.

5 ~~(B)(C)~~ An owner's right to establish subsequent rental rates under  
6 Subsection 37.3(d)(1) shall not apply to a dwelling or unit which contains serious health,  
7 safety, fire or building code violations, excluding those caused by disasters, for which a  
8 citation has been issued by the appropriate governmental agency and which has remained  
9 unabated for six months or longer preceding the vacancy.

10 ~~(C)(D)~~ An owner's right to establish subsequent rental rates under  
11 subsection 37.3(d)(1) shall not apply to a dwelling or unit that is a new dwelling unit created  
12 pursuant to the Code provisions specified in subsection 37.2(r)(4)(D), or a dwelling unit that  
13 utilizes the Code provisions specified in subsection 37.2(r)(4)(D).

14 \* \* \* \*

15 (f) **Costa-Hawkins Vacancy Control.** Where a landlord has terminated the previous  
16 tenancy as stated in either subsection (1), (2) or (3) below, for the next five years from the  
17 termination, the initial base rent for the subsequent tenancy shall be a rent not greater than  
18 the lawful rent in effect at the time the previous tenancy was terminated, plus any annual rent  
19 increases available under this Chapter 37. This Section 37.3(f) is intended to be consistent  
20 with California Civil Code Section 1954.53(a)(1)(A)-(B).

21 (1) Where the previous tenancy was terminated by a notice of termination of  
22 tenancy issued under California Civil Code Section 1946.1 stating the ground for recovery of  
23 possession under Sections 37.9(a)(8), (9), (10), (11), ~~or (14)~~, or (17) of this Code. For  
24 purposes of the termination of tenancy under Section 37.9(a)(9), the initial rent for the unit  
25 may be set by a subsequent bona fide purchaser for value of the condominium.

1 \* \* \* \*

2  
3 **SEC. 37.8B. EXPEDITED HEARING AND APPEAL PROCEDURES FOR CAPITAL**  
4 **IMPROVEMENTS RESULTING FROM SEISMIC WORK ON UNREINFORCED MASONRY**  
5 **BUILDINGS PURSUANT TO BUILDING CODE CHAPTERS 5B AND 5C16B AND 16C**  
6 **WHERE LANDLORDS PERFORMED THE WORK WITH A UMB BOND LOAN.**

7 This section contains the exclusive procedures for all hearings concerning  
8 certification of the above-described capital improvements. Landlords who perform such work  
9 without a UMB bond loan are subject to the capital improvement certification procedures set  
10 forth in Section 37.7 above.

11 (a) **Requirements for Certification.** The landlord must have completed the capital  
12 improvements in compliance with the requirements of Existing Building Code Chapters 5B and  
13 5C16B and 16C. The certification requirements of Section 37.7(b)(2) and (b)(3) are also  
14 applicable.

15 \* \* \* \*

16 (c) **Eligible Items; Costs.** Only those items required in order to comply with Existing  
17 Building Code Chapters 5B and 5C16B and 16C may be certified. The allowable cost of such  
18 items may not exceed the costs set forth in the Mayor's Office of Economic Planning and  
19 Development's publication of estimated cost ranges for bolts plus retrofitting by building  
20 prototype and/or categories of eligible construction activities.

21 \* \* \* \*

22  
23 **SEC. 37.9. EVICTIONS.**

24 Notwithstanding Section 37.3, this Section 37.9 shall apply as of August 24, 1980, to all  
25 landlords and tenants of rental units as defined in Section 37.2(r).

1 (a) A landlord shall not endeavor to recover possession of a rental unit unless:

2 \* \* \* \*

3 (10) The landlord seeks to recover possession in good faith in order to demolish  
4 or to otherwise permanently remove ~~the individual~~ rental unit(s) within a building rather than all  
5 the units from housing use and has obtained all the necessary permits on or before the date  
6 upon which notice to vacate is given, and does so without ulterior reasons and with honest  
7 intent; ~~provided that a landlord who seeks to recover possession under this Section 37.9(a)(10) shall~~  
8 subject to the payment of relocation expenses as provided in Section 37.9C ~~except that a landlord~~  
9 ~~who seeks to demolish an unreinforced masonry building pursuant to Building Code Chapters 16B and~~  
10 ~~16C and must provide the tenant with the relocation assistance specified in Section 37.9A(f) below~~  
11 ~~prior to the tenant's vacating the premises~~; or

12 (11) The landlord seeks in good faith to remove temporarily the unit from  
13 housing use in order to be able to carry out capital improvements or rehabilitation work that  
14 would make the unit hazardous, unhealthy, and/or uninhabitable while work is in progress,  
15 and has obtained all the necessary permits on or before the date upon which notice to vacate  
16 is given, and does so without ulterior reasons and with honest intent. Any tenant who vacates  
17 the unit under such circumstances shall have the right to reoccupy the unit at the prior rent  
18 adjusted in accordance with the provisions of this Chapter 37. The landlord may require the  
19 tenant to vacate the unit only for the minimum time required to do the work.

20 (A) On or before the date upon which notice to vacate is given, the  
21 landlord shall: (i) advise the tenant in writing that the rehabilitation or capital improvement  
22 plans are on file with the Central Permit Bureau of the Department of Building Inspection and  
23 that arrangements for reviewing such plans can be made with the Central Permit Bureau, and  
24 (ii) provide the tenant a disclosure form prepared by the Board that advises the tenant of the  
25 tenant's right to return; ~~and~~ (iii) provide the tenant a form prepared by the Board that the

1 tenant can use to keep the Board apprised of any future change in address; and (iv) provide the  
2 tenant a form prepared by the Board that lower-income tenants can use to seek additional monthly  
3 relocation assistance under subsection (D).

4 \* \* \* \*

5 (C) The tenant shall not be required to vacate pursuant to this Section  
6 37.9(a)(11); for a period in excess of three months; provided, however, that such time period  
7 may be extended by the Board (including its Administrative Law Judges) upon application by  
8 the landlord.

9 (i) In reviewing an application for an extension of time, the Board  
10 shall first determine whether the landlord has demonstrated that all of the work is reasonable  
11 and necessary to meet state or local requirements concerning the safety or habitability of the  
12 building or the unit, rather than elective in nature. If so, the Board shall only consider whether  
13 the landlord has delayed in seeking the extension; and the reasonableness of the landlord's  
14 time estimate.

15 (ii) Alternatively, if the Board determines that not all of the work is  
16 reasonable and necessary to meet state or local requirements concerning the safety or  
17 habitability of the building or the unit, the Board shall consider the degree to which the work is  
18 elective in nature; whether any tenants have objected that the cost of securing alternative  
19 housing during the time extension would cause them a financial hardship, and/or that they are  
20 60 years of age or older or disabled; and any other extraordinary circumstances. The Board  
21 shall also consider whether the landlord has offered reasonable mitigation, other than the  
22 relocation expenses required by subsection (D)~~Section 37.9C~~, to address the hardship imposed  
23 upon the tenant, such as additional relocation assistance or temporary occupancy of another  
24 vacant unit should one be available.

25 (iii) The Board may grant or deny an application for an extension

1 of time or may approve a shorter period of time, based upon the consideration of the facts of  
2 the case. The Board shall adopt rules and regulations to implement the application procedure.  
3 If the landlord does not timely allow the tenant to reoccupy the unit, and upon completion of  
4 the work the subsequent occupant is someone other than the original tenant, there shall be a  
5 rebuttable presumption that the original tenant did not reoccupy the unit due to the delay and  
6 therefore, for purposes of restricting the rent as set forth in Section 37.3(f)(1), that the original  
7 tenancy was terminated by the landlord.

8 (D) Any landlord who seeks to recover possession under this Section  
9 37.9(a)(11) shall pay relocation expenses as provided in Section 37.9C. In addition, if a tenant  
10 who is lower-income as defined in California Health and Safety Code section 50079.5 will be required  
11 to vacate for in excess of three months pursuant to a notice to vacate under this subsection (a)(11) that  
12 was served on or after the effective date of the ordinance in Board of Supervisors File No. 250926, then  
13 the tenant shall be entitled to receive additional relocation assistance, as set forth below.

14 (i) A lower-income tenant seeking additional relocation assistance on or  
15 after the three-month mark shall submit a form to the Board and to the landlord that includes a  
16 verification of the tenant's income, the number of persons who resided with them in the unit, and any  
17 other information the Board may deem is necessary in order to calculate the amount of additional  
18 relocation assistance authorized under this subsection (D). The landlord may also submit information  
19 to the Board to assist the Board in making this calculation. The Board shall inform the parties of the  
20 additional relocation assistance required within 30 days of receiving the tenant's verification form, or  
21 within 45 days if the landlord has also submitted information.

22 (ii) The amount of additional relocation assistance shall be equivalent to  
23 the monthly difference between the rent that the tenant was paying as of the date of the notice to vacate,  
24 and the San Francisco Housing Authority Payment Standard for that unit size (or the amount the tenant  
25 is paying for interim housing, whichever is less). The landlord shall provide the tenant the Board-

1 determined amount each month, until the tenant has accepted or rejected an offer to reoccupy the unit  
2 after completion of the work (but in no case for more than 39 months).

3 (iii) The Board shall require tenants to reconfirm their eligibility as  
4 described in subsection (i) and to certify their intent to return to the unit upon completion of the work,  
5 at least once every twelve months, as a condition of receiving the additional assistance.

6 (iv) Either party may challenge a determination regarding additional  
7 relocation assistance by seeking a hearing before a Board Administrative Law Judge. In addition, if  
8 the additional assistance would constitute an undue financial hardship for the landlord in light of all of  
9 the resources available to them, the landlord also may file a written request for a hardship adjustment,  
10 on a form provided by the Board and with supporting evidence. The Board, or its designated  
11 Administrative Law Judges, may order a payment plan or any other relief they determine is justified  
12 following a hearing on the request.

13 \* \* \* \*

14 (17) The landlord seeks to recover possession in good faith in order to complete a  
15 development project that will require a Residential Demolition under Section 317 of the Planning  
16 Code, and has obtained all the necessary permits on or before the date upon which notice to vacate is  
17 given. Consistent with Planning Code Section 317.2(b)(2)(A), the effective date of the notice to vacate  
18 for above lower-income tenants shall not fall more than six months before the start of construction  
19 activities provided for in the permit, and not more than three months before the start of construction  
20 activities in the case of lower-income households. Consistent with Planning Code Section  
21 317.2(b)(2)(B), if the landlord does not proceed with the demolition and re-rents any of the units, then  
22 the displaced tenant shall be allowed to return to the unit at a rent not greater than that which would  
23 have applied had they remained in continuous occupancy.

24 \* \* \* \*

25 (c) Notices to Vacate. A landlord shall not endeavor to recover possession of a rental

1 unit unless at least one of the grounds enumerated in Section 37.9(a) or (b) above is (1) the  
2 landlord's dominant motive for recovering possession and (2) unless the landlord informs the  
3 tenant in writing on or before the date upon which notice to vacate is given of the grounds  
4 under which possession is sought. For notices to vacate under Sections 37.9 (a)(1), (2), (3),  
5 (4), (5), or (6), the landlord shall prior to serving the notice to vacate provide the tenant a  
6 written warning and an opportunity to cure as set forth in Section 37.9 (o). For notices to  
7 vacate under Sections 37.9 (a)(8), (9), (10), (11), ~~or (14)~~, or (17), the landlord shall state in the  
8 notice to vacate the lawful rent for the unit at the time the notice is issued, before endeavoring  
9 to recover possession. The Board shall prepare a written form that (1) states that a tenant's  
10 failure to timely act in response to a notice to vacate may result in a lawsuit by the landlord to  
11 evict the tenant, and that advice regarding the notice to vacate is available from the Board;  
12 and (2) includes information provided by the Mayor's Office of Housing and Community  
13 Development regarding eligibility for affordable housing programs. The Board shall prepare  
14 the form in English, Chinese, Spanish, Vietnamese, Tagalog, and Russian and make the form  
15 available to the public on its website and in its office. A landlord shall attach a copy of the form  
16 that is in the primary language of the tenant to a notice to vacate before serving the notice,  
17 except that if the tenant's primary language is not English, Chinese, Spanish, Vietnamese,  
18 Tagalog, or Russian, the landlord shall attach a copy of the form that is in English to the  
19 notice. A copy of all notices to vacate except three-day notices to pay rent or quit and a copy  
20 of any additional written documents informing the tenant of the grounds under which  
21 possession is sought shall be filed with the Board within 10 days following service of the  
22 notice to vacate. In any action to recover possession of the rental unit under Section 37.9-, the  
23 landlord must plead and prove that at least one of the grounds enumerated in Section 37.9-(a)  
24 or (b) and also stated in the notice to vacate is the dominant motive for recovering  
25 possession. Tenants may rebut the allegation that any of the grounds stated in the notice to

1 vacate is the dominant motive.

2 \* \* \* \*

3 (j) The following additional provision shall apply to a landlord who seeks to recover a  
4 rental unit by utilizing the grounds enumerated in Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11),  
5 ~~or (a)(12), or (a)(17)~~.

6 (1) It shall be a defense to an eviction under Sections 37.9(a)(8), (a)(9), (a)(10),  
7 (a)(11), ~~or (a)(12), or (a)(17)~~ if a child under the age of 18 or any educator resides in the unit,  
8 the child or educator is a tenant in the unit or has a custodial or family relationship with a  
9 tenant in the unit, the tenant has resided in the unit for 12 months or more, and the effective  
10 date of the notice of termination of tenancy falls during the school year.

11 (2) Section 37.9(j)(1) shall not apply where the landlord is seeking to  
12 temporarily evict or temporarily sever housing services in order to perform seismic work  
13 required by Building Code Chapter 34B and has provided notice and compensation as  
14 required by Administrative Code Chapter 65A.

15 (3) Within 30 days of personal service by the landlord of a written request, or, at  
16 the landlord's option, a notice of termination of tenancy under Sections 37.9(a)(8), (a)(9),  
17 (a)(10), (a)(11), ~~or (a)(12), or (a)(17)~~, the tenant must submit a statement with supporting  
18 evidence to the landlord, if the tenant claims to be a member of the class protected from  
19 eviction by Section 37.9(j). The landlord's written request or notice shall contain a warning that  
20 a tenant's failure to submit a statement within the 30 day period shall be deemed an  
21 admission that the tenant is not protected from eviction by Section 37.9(j). The landlord shall  
22 file a copy of the landlord's request or notice with the Rent Board within 10 days of service on  
23 the tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed  
24 an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may  
25 challenge a tenant's claim of protected status either by requesting a hearing with the Rent

1 Board or, at the landlord's option, through commencement of eviction proceedings, including  
2 service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action,  
3 the tenant shall have the burden of proof to show protected status. No civil or criminal liability  
4 under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or  
5 challenging a tenant's claim of protected status.

6 \* \* \* \*

7 (I) Hearings on Alleged Wrongful Endeavor To Recover Possession Through Tenant  
8 Harassment.

9 (1) ~~Upon receipt of a~~ A current or former tenant may submit a report to the Rent Board  
10 alleging wrongful endeavor to recover possession of the tenant's unit through harassment.  
11 Upon receipt of such a report, the Board through its Executive Director shall send a notice to the  
12 landlord and the tenant acknowledging receipt of the report, ~~and~~ summarizing the rights and  
13 responsibilities of landlords and tenants regarding possession of, and eviction from,  
14 residential rental units, and requesting that the landlord submit a written response to the Board  
15 within seven days. If the tenant remains in possession of the unit and the harassment is alleged to be  
16 ongoing, the Executive Director shall also request that the landlord submit a compliance plan. A  
17 compliance plan is not an admission of liability but a plan to avoid future claims of harassment.

18 (2) Upon consideration of such report and any response, the Executive Director  
19 ~~shall~~ may schedule an investigative hearing on the allegations before a Board Administrative  
20 Law Judge if the Executive Director determines that all of the following apply:

21 (A) The alleged harassment occurred after the effective date of the ordinance in  
22 Board File No. 250926, and within 12 months of the date of the report;

23 (B) The alleged harassment resulted in the unit becoming uninhabitable, is  
24 ongoing against the tenant who submitted the complaint, or is part of a pattern and practice of tenant  
25 harassment based on claims previously submitted by other tenants in the building within the last 12

1 months;

2 (C) The alleged harassment is so severe that it has materially impacted a  
3 tenant's enjoyment of the unit;

4 (D) The allegations will be supported by documentary evidence, and/or with  
5 testimony of a witness other than the complaining tenant; and

6 (E) The allegations are not frivolous.

7 The Rent Board need not hold a hearing if a related civil or criminal action is already pending. The  
8 Rent Board may adopt regulations consistent with this Chapter 37 to further define the standards for  
9 when the Executive Director shall schedule investigative hearings and the conduct of such hearings.

10 (3) The Executive Director shall schedule any such hearing within 45 days after receipt  
11 of the report of alleged harassment, or as soon as practicable thereafter. ~~Both~~ Both the tenant and the  
12 landlord may appear at the hearing and make oral and/or written presentations, including  
13 presentation of other witnesses. Following such hearing, the Administrative Law Judge shall  
14 issue findings and conclusions in regard to whether harassment occurred, and in the case of a prior  
15 tenant whether the prior tenant vacated the unit due to the harassment for purposes of Planning Code  
16 Section 317.2. The findings and conclusions may be appealed by either party to ~~provide~~ the Board  
17 under Section 37.8. ~~with a summary of evidence produced at the hearing.~~

18 (4)(2) In addition to considering any appeals, ~~Upon review of the evidence,~~ the Board  
19 shall also consider whether to undertake any further proceedings such as, but not limited to,  
20 civil litigation pursuant to Section 37.9(f), or referral to the District Attorney for potential criminal  
21 prosecution (see Section 37.9(e)).

22 (5)(3) For purposes of this Subsection 37.9(l), harassment means ~~includes but is~~  
23 ~~not limited to~~ the types of harassment defined in Section 37.10B(a)(1)-(6) and (8)-(14).

24 \* \* \* \*

25 (n) A landlord who serves a notice to vacate under Section 37.9(a)(8) for the purpose of

1 recovering possession of the unit for their own use or occupancy or for their family members may seek  
2 approval from the Rent Board to rescind the notice or stop eviction proceedings at any time, but if the  
3 tenant vacates within one year of the date of service of the notice, the tenancy is rebuttably presumed to  
4 have been terminated by the landlord pursuant to the notice for purposes of Planning Code Section  
5 317(d)(6) and Administrative Code Section 37.3(f)(1)(A)(ii). This presumption shall apply even if the  
6 tenant vacates the unit after the notice has been rescinded, and a written statement from the tenant that  
7 they are leaving the unit of their own volition signed as part of a settlement whereby the tenant is  
8 required to vacate the unit is insufficient to rebut this presumption.

9 \* \* \* \*

10  
11 **SEC. 37.9E. TENANT BUYOUT AGREEMENTS.**

12 \* \* \* \*

13 (c) **Definitions.** For purposes of this Section 37.9E, the following definitions shall  
14 apply:

15 “Buyout Agreement” means an agreement wherein the landlord pays the tenant  
16 money or other consideration to vacate the rental unit. ~~The term “Buyout Agreement” includes an~~  
17 ~~agreement to settle a pending unlawful detainer action if the action was filed within 120 days after~~  
18 ~~Buyout Negotiations commenced. In all other instances, a~~An agreement to settle a pending  
19 unlawful detainer action shall not be a “Buyout Agreement.” An agreement for a tenant to move  
20 into a substitute unit under Planning Code Section 317.2(d)(2)(D)(ii), subparagraph a., also shall not  
21 be a “Buyout Agreement.”

22 \* \* \* \*

23 (d) **Disclosure Required Prior to Buyout Negotiations.** Prior to commencing  
24 Buyout Negotiations for a rental unit, the landlord shall provide each tenant in that rental unit a  
25 written disclosure, on a form developed and authorized by the Rent Board, that shall include

1 the following:

2 \* \* \* \*

3 (12) Information provided by the Planning Department regarding the impact of the buyout  
4 on the tenant’s eligibility for relocation assistance and other benefits if the property is redeveloped.

5 \* \* \* \*

6 (f) Requirements for Buyout Agreements. Every Buyout Agreement shall:

7 \* \* \* \*

8 (3) Include the following statements in a size equal to at least 14-point type: “You,  
9 the tenant, have a right not to enter into a buyout agreement”; “You, the tenant, may choose  
10 to consult with an attorney and/or a tenants’ rights organization before signing this agreement.  
11 You can find a list of tenants’ rights organizations on the Rent Board’s website –  
12 www.sfrb.org”; and “The Rent Board has created a publicly available, searchable database  
13 that may include information about other buyout agreements in your neighborhood. You can  
14 search this database at the Rent Board’s office at 25 Van Ness Avenue, ~~Suite 320.~~”  
15 Immediately after each statement, there shall be a line for each tenant to affix their~~his or her~~  
16 initials.

17 \* \* \* \*

18 (5) With respect to Buyout Agreements entered into on or after the effective date of the  
19 ordinance in Board File No. 250926, include the following statement in a size equal to at least 14-point  
20 type: “Under Section 317.2 of the Planning Code, a tenant who is displaced by a project to demolish  
21 their building may be entitled to relocation assistance or other benefits. By entering into this  
22 agreement you may be giving up relocation assistance and other benefits that you are or may become  
23 entitled to under the law.” Immediately after this statement, there shall be a line for each tenant to  
24 affix their initials.

25 (6)(5) Include the address of the rental unit in question, as well as the Assessor’s

1 Parcel Number (lot and block) of the building where the unit is located.

2 A Buyout Agreement that does not satisfy all the requirements of subsections (f)(1)-  
3 ~~(5)(4)~~ shall not be effective and may be rescinded by the tenant at any time. A Buyout  
4 Agreement that does not include the initials of each tenant next to each of the statements  
5 described in subsections (f)(2)-~~(5)(4)~~, as well as the initials of each tenant next to his or  
6 answer to the question listed in subsection (f)(4), shall not be effective and may be rescinded  
7 by the tenant at any time.

8 \* \* \* \*

9  
10 Section 5. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors  
11 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,  
12 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal  
13 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment  
14 additions, and Board amendment deletions in accordance with the "Note" that appears under  
15 the official title of the ordinance.

16  
17 Section 6. Severability. If any section, subsection, sentence, clause, phrase, or word of  
18 this ordinance, or any application thereof to any person or circumstance, is held to be invalid  
19 or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not  
20 affect the validity of the remaining portions or applications of the ordinance. The Board of  
21 Supervisors hereby declares that it would have passed this ordinance and each and every  
22 section, subsection, sentence, clause, phrase, and word not declared invalid or  
23 unconstitutional without regard to whether any other portion of this ordinance or application  
24 thereof would be subsequently declared invalid or unconstitutional.

1 Section 7. No Conflict with Federal or State Law. Nothing in this ordinance shall be  
2 interpreted or applied so as to create any requirement, power, or duty in conflict with any  
3 federal or state law.  
4

5 Section 8. Undertaking for the General Welfare. In enacting and implementing this  
6 ordinance, the City is assuming an undertaking only to promote the general welfare. It is not  
7 assuming, nor is it imposing on its officers and employees, an obligation for breach of which it  
8 is liable in money damages to any person who claims that such breach proximately caused  
9 injury.  
10

11 Section 9. Effective Date. This ordinance shall become effective 30 days after  
12 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
13 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
14 of Supervisors overrides the Mayor's veto of the ordinance.  
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16 APPROVED AS TO FORM:  
17 DAVID CHIU, City Attorney

18 By: /s/ \_\_\_\_\_  
19 MANU PRADHAN  
20 Deputy City Attorney

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