

1 [Definition of Disability and Eviction Protection for Children]

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3 **Ordinance prohibiting owner-move in evictions for households with children under the**  
4 **age of 18, and to amend the definition of disability so that it is the same as the**  
5 **definition of disability in the City's relocation section of the Rent Ordinance.**

6 Note: Additions are single-underline italics Times New Roman;  
7 deletions are ~~strikethrough italics Times New Roman~~.  
8 Board amendment additions are double underlined.  
9 Board amendment deletions are ~~strikethrough normal~~.

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

10 Section 1. Pursuant to Article XIII C of the Constitution of the State of California, this  
11 ordinance shall be submitted to the qualified electors of the City and County of San Francisco,  
12 at the November 4, 2008 general municipal election and shall become operative only if  
13 approved by the qualified electors at such election.

14 The San Francisco Rent Ordinance Code is hereby amended by amending OR adding  
15 Section Section 37.9(i), to read as follows:

16

17 (i) The following additional provisions shall apply to a landlord who seeks to recover a rental  
18 unit by utilizing the grounds enumerated in Section 37.9(a)(8):

18 (1) A landlord may not recover possession of a unit from a tenant under Section 37.9(a)(8) if  
19 the landlord has or receives notice, any time before recovery of possession, that any tenant in  
20 the rental unit:

20 (A) Is 60 years of age or older and has been residing in the unit for 10 years or more; or

21 (B) Is disabled within the meaning of Section 37.9(i)(1)(B)(i) and has been residing in the unit  
22 for 10 years or more, or is catastrophically ill within the meaning of Section 37.9(i)(1)(B)(ii) and  
23 has been residing in the unit for five years or more:

23 (i) A disabled tenant is defined for purposes of this Section 37.9(i)(1)(B) as a person who is  
24 disabled within the meaning of Section 12955.3 of the California Government Code or blind  
25 ~~within the meaning of the federal Supplemental Security Income/California State  
Supplemental Program (SSI/SSP), and who is determined by SSI/SSP to qualify for that~~

1 ~~program or who satisfies such requirements through any other method of determination as~~  
2 ~~approved by the Rent Board;~~

3 (ii) A catastrophically ill tenant is defined for purposes of this Section 37.9(i)(1)(B) as a person  
4 who is disabled as defined by Section 37.9(i)(1)(B)(i), and who is suffering from a life  
5 threatening illness as certified by his or her primary care physician.

6 (C) Is under the age of 18 and a member of a household which has resided in the unit for at  
7 least 12 months..

8 (2) The foregoing provisions of Sections 37.9(i)(1)(A) and (B) shall not apply where there is  
9 only one rental unit owned by the landlord in the building, or where each of the rental units  
10 owned by the landlord in the same building where the landlord resides (except the unit  
11 actually occupied by the landlord) is occupied by a tenant otherwise protected from eviction by  
12 Sections 37.9(i)(1)(A) and (B) and where the landlord's qualified relative who will move into  
13 the unit pursuant to Section 37.9(a)(8) is 60 years of age or older.

14 (3) The provisions established by this Section 37.9(i) include but are not limited to, any rental  
15 unit where a notice to vacate/quit has been served as of the date this amendment takes effect  
16 but where the rental unit has not yet been vacated or an unlawful detainer judgment has not  
17 been issued.

18 (4) Within 30 days of personal service by the landlord of a written request, or, at the landlords  
19 option, a notice of termination of tenancy under 37.9(a)(8), the tenant must submit a  
20 statement, with supporting evidence, to the landlord if the tenant claims to be a member of  
21 one of the classes protected by Section 37.9(i). The written request or notice shall contain a  
22 warning that a tenants failure to submit a statement within the 30 day period shall be deemed  
23 an admission that the tenant is not protected by Section 37.9(i). The landlord shall file a copy  
24 of the request or notice with the Rent Board within ten days of service on the tenant. A tenants  
25 failure to submit a statement within the 30 day period shall be deemed an admission that the  
tenant is not protected by Section 37.9(i). A landlord may challenge a tenants claim of  
protected status either by requesting a hearing with the Rent Board or, at the landlords option,  
through commencement of eviction proceedings, including service of a notice of termination of  
tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of  
proof to show protected status. No civil or criminal liability under 37.9(e) or (f) shall be  
imposed upon a landlord for either requesting or challenging a tenants claim of protected  
status.

(5) This Section 37.9(i) is severable from all other sections and shall be of no force or effect if  
any temporary moratorium on owner/relative evictions adopted by the Board of Supervisors  
after June 1, 1998 and before October 31, 1998 has been invalidated by the courts in a final  
decision.

#### 22 Definitions.

23 (1) Covered No-Fault Eviction Notice. For purposes of this section 37.9C, a  
24 Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8),  
25 (10), (11), or (12).

1 (2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant  
2 shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the  
3 unit for 12 or more months.

4 (b) Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to all  
5 rights under any other provision of law, shall be entitled to receive relocation expenses from  
6 the landlord, in the amounts specified in section 37.9C(e).

7 (c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord shall  
8 notify all occupant(s) in the unit in writing of the right to receive payment under this section  
9 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such  
10 notification shall include a statement describing the additional relocation expenses available  
11 for Eligible Tenants who are senior or disabled and for households with children. The landlord  
12 shall file a copy of this notification with the Rent Board within 10 days after service of the  
13 notice, together with a copy of the notice to vacate and proof of service upon the tenant.

14 (d) A landlord who pays relocation expenses as required by this section in conjunction with a  
15 notice to quit need not pay relocation expenses with any further notices to quit based upon the  
16 same just cause under Section 37.9(a) for the same unit that are served within 180 days of  
17 the notice that included the required relocation payment. The relocation expenses contained  
18 herein are separate from any security or other refundable deposits as defined in California  
19 Code Section 1950.5. Further, payment or acceptance of relocation expenses shall not  
20 operate as a waiver of any rights a tenant may have under law.

21 (e) Relocation expenses shall be:

22 (1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall  
23 receive \$4,500, \$2,250 of which shall be paid at the time of the service of the notice to quit,  
24 and \$2,250 of which shall be paid when the unit is vacated. In no case, however, shall the  
25 landlord be obligated under this section 37.9C(e)(1) to provide more than \$13,500 in  
relocation expenses to all Eligible Tenants in the same unit.

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is  
disabled within the meaning of Section 12955.3 of the California Government Code, and each  
household with at least one Eligible Tenant and at least one child under the age of 18 years,  
shall be entitled to receive an additional payment of \$3,000.00, \$1,500.00 of which shall be  
paid within fifteen (15) calendar days of the landlord's receipt of written notice from the Eligible  
Tenant of entitlement to the relocation payment along with supporting evidence, and \$1,500 of  
which shall be paid when the Eligible Tenant vacates the unit. Within 30 days after  
notification to the landlord of a claim of entitlement to additional relocation expenses because  
of disability, age, or having children in the household, the landlord shall give written notice to  
the Rent Board of the claim for additional relocation assistance and whether or not the  
landlord disputes the claim.

(3) Commencing March 1, 2007, these relocation expenses, including the  
maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar,  
at the rate of increase in the "rent of primary residence" expenditure category of the  
Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San  
Jose Region for the preceding calendar year, as that data is made available by the United  
States Department of Labor and published by the Board.

1 (f) The provisions of this Ordinance shall apply to all notices to quit served on or after August  
2 10, 2006.

3  
4 Sec.

5 Section 2.

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7 APPROVED AS TO FORM:  
8 LOUISE H. RENNE, City Attorney

9 By: \_\_\_\_\_  
10 ATTORNEY'S NAME  
11 Deputy City Attorney