

AMENDMENT OF THE WHOLE  
in Board 9/14/98

1 [Owner Move-In Reform]  
 2 AMENDING CHAPTER 37 OF THE SAN FRANCISCO ADMINISTRATIVE CODE BY:  
 3 (1) AMENDING SECTION 37.9(a)(8) GOVERNING EVICTIONS FOR OWNER OR OWNER-  
 4 RELATIVE MOVE-IN ("OMI") TO REQUIRE THAT THE OWNER/RELATIVE MOVE INTO  
 5 THE PROPERTY WITHIN THREE MONTHS AND LIVE IN THE PROPERTY FOR 36  
 6 MONTHS, TO REQUIRE A 50% OR GREATER OWNERSHIP INTEREST IN ORDER TO  
 7 EVICT UNDER OMI AS TO OWNERS ACQUIRING RENTAL PROPERTY AFTER JULY 1,  
 8 1997, TO LIMIT EVICTIONS FOR OWNER'S RELATIVES, TO PROHIBIT OMI EVICTION IF  
 9 ANY COMPARABLE UNIT OWNED BY THE LANDLORD IS VACANT AND AVAILABLE  
 10 PRIOR TO THE TENANT'S VACATION OF THE UNIT; (2) ADDING SECTION 37.9B TO  
 11 REQUIRE OWNER DOCUMENTATION FOR OMI EVICTIONS, TO PROVIDE RIGHTS TO  
 12 TENANTS EVICTED UNDER OMI INCLUDING A THREE-YEAR RIGHT OF RE-RENTAL  
 13 AND LIMITATIONS ON RENT INCREASES, AND TO PROVIDE A RIGHT TO RELOCATION  
 14 COSTS FOR TENANTS OF 12 MONTHS OR MORE IN MULTIPLE-UNIT BUILDINGS; (3)  
 15 AMENDING SECTION 37.10A TO MAKE IT A MISDEMEANOR FOR AN OWNER TO  
 16 REFUSE TO RENT TO A SENIOR-AGE PERSON BECAUSE THAT PERSON WOULD  
 17 ACQUIRE RIGHTS UNDER THIS CHAPTER; AND (4) AMENDING SECTION 37.11A TO  
 18 PROVIDE A RIGHT OF CIVIL LEGAL ACTION AGAINST AN OWNER WHO ATTEMPTS TO  
 19 PREVENT A PERSON FROM ACQUIRING RIGHTS UNDER THIS CHAPTER.

20

21 Note: Additions are underlined; deletions are in ((double parentheses)).

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

23 **Section 1. Findings.** The Board of Supervisors of the City and County of San  
 24 Francisco hereby finds and declares that:

25

1 (a) According to Rent Board records, for the year March 1995 through February 1996,  
2 landlords filed a total of 439 owner move-in ("OMI") eviction notices: an average of 36 OMI  
3 evictions per month. For the year March 1996 through February 1997, landlords filed 831 OMI  
4 eviction notices with the Rent Board: an average of 69 OMI evictions per month. For the year  
5 March 1997 through February 1998, landlords filed 1,253 OMI evictions: an average of 104 OMI  
6 eviction filings per month.

7 (b) OMI evictions have continued to climb in 1998. During the first six months of this  
8 year, landlords filed 768 OMI eviction notices with the Rent Board: an average of 128 OMI  
9 evictions per month. According to these statistics, monthly OMI evictions have increased by  
10 approximately 200 per cent since March 1995.

11 (c) Since 1995, San Francisco's residential rental housing crisis has worsened. In 1997,  
12 real estate organization studies show that the vacancy rate fell below 1 percent and that the  
13 average monthly rent for a vacant two-bedroom apartment climbed to \$1,625.

14 (d) OMI evictions have substantially depleted San Francisco's supply of affordable rental  
15 housing and caused hardship to tenants displaced from their homes. Unless the City imposes  
16 further restrictions on OMI evictions, the City's supply of affordable rental units will be subject to  
17 further decline.

18 (e) Various studies indicate that seniors are disproportionately affected by OMI  
19 evictions. Seniors evicted from rental housing have few options for finding affordable housing in  
20 San Francisco and face severe health and psychological hardship caused by the stress of an  
21 eviction and the fear of an inability to find another place to live.

22  
23 **Section 2.** Chapter 37 of the San Francisco Administrative Code is hereby amended  
24 by amending Section 37.9 as follows:  
25

1           **SEC. 37.9. EVICTIONS.** Notwithstanding Section 37.3, this Section shall apply as of  
2 August 24, 1980, to all landlords and tenants of rental units as defined in Section 37.2(p).

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

4                   (1) The tenant has failed to pay the rent to which the landlord is lawfully  
5 entitled under the oral or written agreement between the tenant and landlord or habitually  
6 pays the rent late or gives checks which are frequently returned because there are insufficient  
7 funds in the checking account; or

8                   (2) The tenant has violated a lawful obligation or covenant of tenancy other  
9 than the obligation to surrender possession upon proper notice and failure to cure such  
10 violation after having received written notice thereof from the landlord; or

11                   (3) The tenant is committing or permitting to exist a nuisance in, or is causing  
12 substantial damage to, the rental unit, or is creating a substantial interference with the  
13 comfort, safety or enjoyment of the landlord or tenants in the building, and the nature of such  
14 nuisance, damage or interference is specifically stated by the landlord in the writing as  
15 required by Section 37.9(c); or

16                   (4) The tenant is using or permitting a rental unit to be used for any illegal  
17 purpose; or

18                   (5) The tenant, who had an oral or written agreement with the landlord which  
19 has terminated, has refused after written request or demand by the landlord to execute a  
20 written extension or renewal thereof for a further term of like duration and under such terms  
21 which are materially the same as in the previous agreement; provided, that such terms do not  
22 conflict with any of the provisions of this Chapter; or

23                   (6) The tenant has, after written notice to cease, refused the landlord access  
24 to the rental unit as required by state or local law; or

1 (7) The tenant holding at the end of the term of the oral or written agreement  
2 is a subtenant not approved by the landlord; or

3 (8) The landlord seeks to recover possession in good faith, without ulterior  
4 reasons and with honest intent((,)) for :

5 (A) ~~((t))~~The landlord's use ((and)) or occupancy as his or her principal  
6 residence, ((or for the use and occupancy as the principal residence of the landlord's children,  
7 parents, grandparents, grandchildren, brother or sister, or the landlord's spouse or the  
8 spouses of such relations,)) for a period of at least ((12)) 36 continuous months;

9 (B) The use or occupancy of the landlord's grandparents, parents, children,  
10 grandchildren, brother, sister, or the landlord's spouse, or the spouses of such relations, as  
11 his or her principal residence for a period of at least 36 continuous months in:

12 (i) A unit in a single family dwelling; or

13 (ii) A unit in a dwelling in which the landlord currently resides as his or  
14 her principal place of residence or a unit in a dwelling in which the landlord is simultaneously  
15 seeking possession of a unit under this section 37.9(a)(8). For purposes of this Section  
16 37.9(a)(8)(B), the term "spouse" shall include Domestic Partners as defined in San Francisco  
17 Administrative Code Sections 62.1-62.8.

18 (((A))) For purposes of this Section 37.9(a)(8) only, ((as to landlords who  
19 become owners of record of the rental unit on or before February 21, 1991,)) the term  
20 "landlord" shall be defined as an owner of record on or before February 21, 1991 of at least  
21 10 percent interest in the property. ((. For purposes of this Section 37.9(a)(8) only, as to  
22 landlords who become owners of record of the rental unit after February 21, 1991, the term  
23 "landlord" shall be defined as)) an owner of record on or before July 1, 1997 of at least 25  
24 percent interest in the property, or an owner of record after July 1, 1997 of at least 50%  
25 interest in the property. For purposes of this Section 37.9(a)(8), "owner of record" shall

1 include the combined interest in the property of two or more owners who intend to reside  
2 together in the same unit as their principal place of residence, in good faith and without  
3 ulterior reasons, for a period of at least 36 continuous months.

4 ((B)) A landlord may not recover possession under this Section 37.9(a)(8) if  
5 ((a)) any comparable unit ((in the building)) owned by the landlord in San Francisco is  
6 already vacant and ((is)) available for occupancy by the landlord, or if such a unit becomes  
7 vacant and available ((during the period of the notice terminating tenancy)) prior to the  
8 tenant's vacation of the unit. If a comparable unit does become vacant and available for  
9 occupancy by the landlord ((during said notice period)) prior to the tenant's vacation of the  
10 unit, the landlord shall rescind the notice to vacate.

11 If a non-comparable unit in the same building becomes available before the tenant  
12 vacates the unit, the landlord shall offer that unit to the tenant at a rent based on the rent that  
13 the tenant is paying, with upward or downward adjustments allowed based upon the  
14 condition, size, and other amenities of the replacement unit. Disputes concerning  
15 comparability and the initial rent for the replacement unit shall be determined by the Rent  
16 Board. For purposes of this Section 37.9(a)(8), evidence of reasonably comparable units is  
17 required; however, "perfect" comparability is not required. This provision shall not prevent the  
18 consideration of the availability or unavailability of units at any time as evidence of good faith  
19 or lack of good faith.

20 ((C)) It shall be rebuttably presumed that the landlord has not acted in good  
21 faith if the landlord or the landlord's ((relative)) grandparent, parent, child, grandchild, brother,  
22 sister, or the landlord's spouse, or the spouses of such relations for whom the tenant was  
23 evicted does not move into the rental unit within three months of the date the tenant actually  
24 vacates the unit and/or ((and)) does not occupy ((said)) the unit ((as that person's principal  
25 residence)) for a minimum of ((12)) 36 continuous months; or

1           (9)    The landlord seeks to recover possession in good faith in order to sell the  
2 unit in accordance with a condominium conversion approved under the San Francisco  
3 subdivision ordinance and does so without ulterior reasons and with honest intent; or

4           (10)   The landlord seeks to recover possession in good faith in order to  
5 demolish or to otherwise permanently remove the rental unit from housing use and has  
6 obtained all the necessary permits on or before the date upon which notice to vacate is given,  
7 and does so without ulterior reasons and with honest intent; provided that a landlord who  
8 seeks to demolish an unreinforced masonry building pursuant to Building Code Chapters 14  
9 and 15 must provide the tenant with the relocation assistance specified in Section 37.9A(f)  
10 below prior to the tenant's vacating the premises; or

11           (11)   The landlord seeks in good faith to remove temporarily the unit from  
12 housing use in order to be able to carry out capital improvements or rehabilitation work and  
13 has obtained all the necessary permits on or before the date upon which notice to vacate is  
14 given, and does so without ulterior reasons and with honest intent. Any tenant who vacates  
15 the unit under such circumstances shall have the right to reoccupy the unit at the prior rent  
16 adjusted in accordance with the provisions of this Chapter. The tenant will vacate the unit  
17 only for the minimum time required to do the work. On or before the date upon which notice  
18 to vacate is given, the landlord shall advise the tenant in writing that the rehabilitation or  
19 capital improvement plans are on file with the Central Permit Bureau of the Department of  
20 Public Works located at 450 McAllister Street and that arrangements for reviewing such plans  
21 can be made with the Central Permit Bureau. In addition to the above, no landlord shall  
22 endeavor to recover possession of any unit subject to a RAP loan as set forth in Section  
23 37.2(k) of this Chapter except as provided in Section 32.69 of the San Francisco  
24 Administrative Code. The tenant shall not be required to vacate pursuant to this Section  
25 37.9(a)(11), for a period in excess of three months; provided, however, that such time period

1 may be extended by the Board or its hearing officers upon application by the landlord. The  
2 Board shall adopt rules and regulations to implement the application procedure. Any landlord  
3 who seeks to recover possession under this Section 37.9(a)(11) shall pay the tenant actual  
4 costs up to \$1,000 for moving and relocation expenses not less than 10 days prior to  
5 recovery of possession; or

6 (12) The landlord seeks to recover possession in good faith in order to carry  
7 out substantial rehabilitation, as defined in Section 37.2(q), and has obtained all the  
8 necessary permits on or before the date upon which notice to vacate is given, and does so  
9 without ulterior reasons and with honest intent. Notwithstanding the above, no landlord shall  
10 endeavor to recover possession of any unit subject to a RAP loan as set forth in Section  
11 37.2(k) of this Chapter except as provided in Section 32.69 of the San Francisco  
12 Administrative Code; or

13 (13) The landlord, who does not have cause to evict under any other provision  
14 of this Section 37.9(a), wishes to withdraw from rent or lease all rental units within any  
15 detached physical structure and, in addition, in the case of any detached physical structure  
16 containing three or fewer rental units, any other rental units on the same lot, and complies in  
17 full with Section 37.9A with respect to each such unit; provided, however, that a unit classified  
18 as a residential unit under Chapter 41 of this Code which is vacated under this Section  
19 37.9(a)(13) may not be put to any use other than that of a residential hotel unit without  
20 compliance with the provisions of Section 41.9 of this Code; or

21 (14) The landlord seeks in good faith to temporarily recover possession of the  
22 unit for less than 30 days solely for the purpose of effecting lead remediation or abatement  
23 work, as required by San Francisco Health Code Article 26. The relocation rights and  
24 remedies, established by San Francisco Administrative Code Chapter 72, including but not  
25

1 limited to, the payment of financial relocation assistance, shall apply to evictions under this  
2 Section 37.9(a)(14).

3 (b) A landlord who resides in the same rental unit with his or her tenant may evict  
4 said tenant without just cause as required under Section 37.9(a) above.

5 (c) A landlord shall not endeavor to recover possession of a rental unit unless at  
6 least one of the grounds enumerated in Section 37.9(a) or (b) above is the landlord's  
7 dominant motive for recovering possession and unless the landlord informs the tenant in  
8 writing on or before the date upon which notice to vacate is given of the grounds under which  
9 possession is sought and that advice regarding the notice to vacate is available from the  
10 Residential Rent Stabilization and Arbitration Board, before endeavoring to recover  
11 possession. A copy of all notices to vacate except three-day notices to vacate or pay rent  
12 and a copy of any additional written documents informing the tenant of the grounds under  
13 which possession is sought shall be filed with the Board within 10 days following service of  
14 the notice to vacate. The District Attorney shall determine whether the units set forth on the  
15 list compiled in accordance with Section 37.6(k) are still being occupied by the tenant who  
16 succeeded the tenant upon whom the notice was served. In cases where the District  
17 Attorney determines that Section 37.9(a)(8) has been violated, the District Attorney shall take  
18 whatever action he deems appropriate under this Chapter or under State law.

19 (d) No landlord may cause a tenant to quit involuntarily or threaten to bring any  
20 action to recover possession, or decrease any services, or increase the rent, or take any  
21 other action where the landlord's dominant motive is retaliation for the tenant's exercise of  
22 any rights under the law. Such retaliation shall be a defense to any action to recover  
23 possession. In an action to recover possession of a rental unit, proof of the exercise by the  
24 tenant of rights under the law within six months prior to the alleged act of retaliation shall  
25 create a rebuttable presumption that the landlord's act was retaliatory.



1 (e) It shall be unlawful for a landlord or any other person who willfully assists the landlord  
2 to endeavor to recover possession or to evict a tenant except as provided in Section 37.9(a) and (b).  
3 Any person endeavoring to recover possession of a rental unit from a tenant or evicting a tenant in a  
4 manner not provided for in Section 37.9(a) or (b) without having a substantial basis in fact for the  
5 eviction as provided for in Section 37.9(a) shall be guilty of a misdemeanor and shall be subject, upon  
6 conviction, to the fines and penalties set forth in Section 37.10. Any waiver by a tenant of rights under  
7 this Chapter shall be void as contrary to public policy.  
8

9 (f) Whenever a landlord wrongfully endeavors to recover possession or recovers possession  
10 of a rental unit in violation of Sections 37.9 and/or 37.10 as enacted herein, the tenant or Board may  
11 institute a civil proceeding for injunctive relief, money damages of not less than three times actual  
12 damages, (including damages for mental or emotional distress), and whatever other relief the court  
13 deems appropriate. In the case of an award of damages for mental or emotional distress, said award  
14 shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in  
15 reckless disregard of Section 37.9 or 37.10A herein. The prevailing party shall be entitled to reasonable  
16 attorney's fees and costs pursuant to order of the court. The remedy available under this Section 37.9(f)  
17 shall be in addition to any other existing remedies which may be available to the tenant or the Board.  
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20 (g) The provisions of this Section 37.9 shall apply to any rental unit as defined in Sections  
21 37.2r(4)(A) and 37.2r(4)(B), including where a notice to vacate/quit any such rental unit has been  
22 served as of the effective date of this Ordinance No. 250-98 but where any such rental unit has not yet  
23 been vacated or an unlawful detainer judgment has not been issued as of the effective date of this  
24 Ordinance No. 250-98.  
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9/22/98  
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(h) With respect to rental units occupied by recipients of tenant-based rental assistance, the notice requirements of this Section 37.9 shall be required in addition to any notice required as part of the tenant-based rental assistance program, including but not limited to the notice required under 24 CFR§982.311(e)(2)(ii).

9/22/98  
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(i) **TEMPORARY MORATORIUM.** The following additional provisions shall apply to a landlord who seeks to recover a rental unit by utilizing the grounds enumerated in Section 37.9(a)(8):

8                   (1)     As of January 29, 1998 ((,)) (the effective date of the Ordinance  
9 amending Chapter 37 by adding this Section 37.9(g), Ordinance No. 482-97), and continuing through  
10 June 30, 1999, a landlord may not recover possession of a unit from a tenant under/////////////////////////////////  
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1 Section 37.9(a)(8) if the landlord has or receives notice, any time before recovery of  
2 possession, that any tenant in the rental unit:

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

5 (B) Is disabled within the meaning of Section 37.9(g)(1)(B)(i) and has  
6 been residing in the unit for 10 years or more, or is catastrophically ill within the meaning of  
7 Section 37.9(g)(1)(B)(ii) and has been residing in the unit for 5 years or more:

8 (i) A "disabled" tenant is defined for purposes of this Section  
9 37.9(1)(B) as a person who is disabled or blind within the meaning of the federal  
10 Supplemental Security Income/California State Supplemental Program (SSI/SSP), and who is  
11 determined by SSI/SSP to qualify for that program or who satisfies such requirements through  
12 any other method of determination as approved by the Rent Board;

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

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

22 (3) The temporary eviction moratorium established by this Section 37.9(g)  
23 includes, but is not limited to, any rental unit where a notice to vacate/quit has been served as  
24 of the date the temporary moratorium takes effect (see Section 37.9(g)(1)) but where the  
25 rental unit has not yet been vacated or an unlawful detainer judgment has not been issued.

1           (4)     Unless otherwise limited or extended, the provisions of Section 37.9(g)  
2 shall remain in effect through June 30, 1999 only, and shall no longer be in effect on July 1,  
3 1999, and thereafter.

4           (5)           (i)     Within 30 days following service by a landlord of either a  
5 written request by U.S. Mail and hand delivery, or, at the landlord's option, a notice of  
6 termination of tenancy under Section 37.9(a)(8), a tenant must serve a statement, including  
7 supporting evidence, on the landlord by U.S. Mail or hand delivery that the tenant claims or  
8 does not claim to be a member of one of the classes protected by this Section. Service of the  
9 written request on the tenant shall be complete on the date on which the mailed request is  
10 postmarked and the hand delivered copy is delivered to the leased premises, whichever is  
11 later. Service of the tenant's statement and supporting evidence on the landlord shall be  
12 complete on the date on which a mailed statement and evidence is postmarked or a hand  
13 delivered copy is delivered to the landlord at the address stated in the landlord's request or  
14 notice.

15                           (ii)     The landlord's written request or notice of termination of  
16 tenancy shall specifically refer to this Section 37.9.(g), shall inform the tenant that he or she  
17 has 30 days in which to invoke the protection of Section 37.9(g), and shall describe the  
18 manner in which the tenant must give notice to the landlord of the tenant's claim.

19                           (iii)    The landlord shall file a copy of the request or notice with the  
20 Rent Board within ten days following service on the tenant.

21                           (iv)    The evidence supporting a tenant's claim of protection under  
22 Section 37.9(g) may include, but is not limited to, a driver's license, passport, birth certificate,  
23 SSI/SDI statement, or letter from a licensed physician.  
24  
25

1 (v) A tenant's failure to serve a statement on the landlord within  
2 the 30-day period shall be deemed an admission that the tenant is not protected by this  
3 Section.

4 (vi) A landlord may challenge a tenant's claim of protected  
5 status either by requesting a hearing with the Rent Board or, at the landlord's option, through  
6 commencement of eviction proceedings, including service of a notice of termination of  
7 tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of  
8 proof to show protected status. No civil or criminal liability under Sections 37.9(e) or (f) shall  
9 be imposed upon a landlord either requesting or challenging a tenant's claim of protected  
10 status.

11  
12 **Section 3.** Chapter 37 of the San Francisco Administrative Code is hereby amended by  
13 adding Section 37.9B as follows:

14 **SEC. 37.9B. TENANT RIGHTS IN EVICTIONS UNDER SECTION 37.9(a)(8).**

15 (a) Any rental unit which a tenant vacates after receiving a notice to quit based on  
16 Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by  
17 the landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the  
18 landlord's spouse, or the spouses of such relations must, if offered for rent during the three-  
19 year period following service of the notice to quit under Section 37.9(a)(8), be rented in good  
20 faith at a rent not greater than that which would have been the rent had the tenant who had  
21 been required to vacate remained in continuous occupancy and the rental unit remained  
22 subject to this Chapter. If it is asserted that a rent increase could have taken place during the  
23 occupancy of the rental unit by the landlord if the rental unit had been subjected to this  
24 Chapter, the landlord shall bear the burden of proving that the rent could have been legally  
25 increased during that period. If it is asserted that the increase is based in whole or in part

1 upon any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the  
2 Rent Board pursuant to the procedures of this Chapter. Displaced tenants shall be entitled to  
3 participate in and present evidence at any hearing held on such a petition. Tenants displaced  
4 pursuant to Section 37.9(a)(8) shall make all reasonable efforts to keep the Rent Board  
5 apprised of their current address. The Rent Board shall provide notice of any proceedings  
6 before the Rent Board to the displaced tenant at the last address provided by the tenant. No  
7 increase shall be allowed on account of any expense incurred in connection with the  
8 displacement of the tenant.

9 (b) Any landlord who, within three years of the date of service of the notice to quit,  
10 offers for rent or lease any unit in the which possession was recovered pursuant to Section  
11 37.9(a)(8) shall first offer the unit for rent or lease to the tenants displaced in the same  
12 manner as provided for in Sections 37.9A(c) and (d).

13 (c) An owner who endeavors to recover possession under Section 37.9(a)(8) shall,  
14 in addition to complying with the requirements of Section 37.9(c), inform the tenant in writing  
15 of the following and file any written documents informing the tenant of the following with the  
16 Rent Board within 10 days after service of the notice to vacate:

17 (1) The identity and percentage of ownership of all persons holding a full or  
18 partial percentage ownership in the property;

19 (2) The dates the percentages of ownership were recorded;

20 (3) The name(s) of the landlord endeavoring to recover possession and, if  
21 applicable, the names(s) and relationship of the relative(s) for whom possession is being  
22 sought and a description of the current residence of the landlord or relative(s);

23 (4) A description of all residential properties owned, in whole or in part, by  
24 the landlord and, if applicable, a description of all residential properties owned, in whole or in  
25 part, by the landlord's grandparent, parent, child, grandchild, brother, or sister for whom  
possession is being sought;

1           (5) The current rent for the unit and a statement that the tenant has the right  
2 to re-rent the unit at the same rent, as adjusted by Section 37.9B(a) above;

3           (6) The contents of Section 37.9B, by providing a copy of same; and

4           (7) The right the tenant(s) may have to relocation costs and the amount of  
5 those relocation costs.

6           (d) Each individual tenant of any rental unit in a building containing two or more  
7 units who receives a notice to quit based upon Section 37.9(a)(8), and who has resided in the  
8 unit for 12 or more months, in addition to all rights under any other provision of law, shall be  
9 entitled to receive relocation expenses of \$1,000 from the owner, \$500 of which shall be paid  
10 at the time of the service of the notice to vacate, and \$500 of which shall be paid when the  
11 tenant vacates. An owner who pays relocation costs as required by this subsection in  
12 conjunction with a notice to quit need not pay relocation costs with any further notices to quit  
13 for the same unit that are served within 180 days of the notice that included the required  
14 relocation payment. The relocation costs contained herein are separate from any security or  
15 other refundable deposits as defined in California Code Section 1950.5. Further, payment or  
16 acceptance of relocation costs shall not waive any other rights a tenant may have under law.

17           **Section 4.** Chapter 37 of the San Francisco Administrative Code is hereby amended  
18 by amending Section 37.10A to read as follows:

19           **SEC. 37.10A. MISDEMEANORS.**

20           (a) It shall be unlawful for a landlord to increase rent or rents in violation of the  
21 decision of a hearing officer or the decision of the Board on appeal pursuant to the hearing  
22 and appeal procedures set forth in Section 37.8 of this Chapter. It shall further be unlawful  
23 for a landlord to charge any rent which exceeds the limitations of this Chapter. Any person  
24 who increases rents in violation of such decisions or who charges excessive rents shall be  
25 guilty of a misdemeanor.

1           (b) It shall be unlawful for a landlord to refuse to rent or lease or otherwise deny to or  
2 withhold from any person any rental unit because the age of a prospective tenant would result  
3 in the tenant acquiring rights under this Chapter. Any person who refuses to rent in violation  
4 of this subsection shall, in addition to any other penalties provided by state or federal law, be  
5 guilty of a misdemeanor.

6           (c) Any person convicted of a misdemeanor hereunder shall be punishable by fine of  
7 not more than \$2,000 or by imprisonment in the County Jail for a period of not more than six  
8 months, or by both. Each violation of the decision of a hearing officer or the decision of the  
9 Board on appeal and each refusal to rent or denial of a rental unit as set forth above shall  
10 constitute a separate offense.

11           **Section 5.** Chapter 37 of the San Francisco Administrative code is hereby amended  
12 by amending Section 37.11(A) to read as follows:

13           **SEC. 37.11A. CIVIL ACTIONS.** Whenever a landlord charges a tenant a rent which  
14 exceeds the limitations set forth in this Chapter, ((or)) retaliates against a tenant for the  
15 exercise of any rights under this Chapter, or attempts to prevent a tenant from acquiring any  
16 rights under this Chapter, the tenant may institute a civil proceeding for money damages;  
17 provided, however, that any monetary award for rent overpayments resulting from a rent  
18 increase which is null and void pursuant to Section 37.3(b)(5) shall be limited to a refund of  
19 rent overpayments made during the three-year period preceding the month of filing of the  
20 action, plus the period between the month of filing and the date of the court's order. In any  
21 case, calculation of rent overpayments and re-setting of the lawful base rent shall be based  
22 on a determination of the validity of all rent increases imposed since April 1, 1982, in  
23 accordance with Sections 37.3(b)(5) and 37.3(a)(2) above. The prevailing party in any civil  
24 action brought under this Section 37.11A shall be entitled to recover reasonable attorneys'  
25



1 fees and costs. The remedy available under this Section 37.11A shall be in addition to any  
2 other existing remedies which may be available to the tenant.

3  
4 **Section 6. SEVERABILITY.** If any part or provision of this Ordinance, or the  
5 application thereof to any person or circumstance, is held invalid, the remainder of this  
6 Ordinance, including the application of such part or provision to other persons or  
7 circumstances, shall not be affected thereby and shall continue in full force and effect. To  
8 this end, provisions of this Ordinance are severable.

9  
10 **Section 7. EFFECTIVE DATE.** On the effective date of this Ordinance, the  
11 amendments to Administrative Code Section 37.9 in Section 2 and new Administrative Code  
12 Section 37.9B in Section 3 of this Ordinance shall apply to any attempt by a landlord to  
13 recover possession of a unit, including a notice of termination of tenancy served prior to the  
14 effective date of this Ordinance and an action for unlawful detainer initiated prior to the  
15 effective date of this Ordinance where no judgment awarding possession of the unit to the  
16 landlord has been entered on the effective date of this Ordinance and the tenant is still in  
17 possession of the unit.

18  
19  
20 APPROVED AS TO FORM:

21 LOUISE H. RENNE, City Attorney

22  
23 By 

24 ANDREW W. SCHWARTZ  
25 Deputy City Attorney

Board of Supervisors, San Francisco

Passed on First Reading

September 14, 1998

Ayes: Supervisors Ammiano Bierman  
Brown Katz Leno Medina Teng Yaki

Excused: Supervisors Kaufman Newsom

Absent: Supervisor Yee

§ Finally Passed

§

§ September 22, 1998

§

§

§ Ayes: Supervisors Ammiano Brown  
§ Katz Leno Medina Teng Yaki

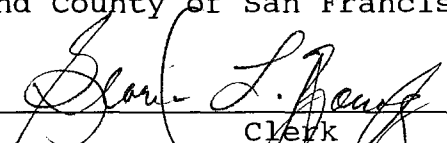
§


§ Excused: Supervisors Kaufman Newsom  
§ Yee

§

§ Absent: Supervisor Bierman

I hereby certify that the foregoing ordinance  
was finally passed by the Board of Supervisors  
of the City and County of San Francisco

  
Clerk

  
Mayor

File No.  
98-1158

OCT - 2 1998

Date Approved