

1 [Tenant History Disclosures to Buyers of Multi-Unit Residential Property.]

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3 **Ordinance amending Administrative Code Section 37.10A to require that a property**  
4 **owner selling real property with two or more residential units must disclose to the**  
5 **buyer within three (3) calendar days of entering into a contract for sale, the legal**  
6 **ground(s) for the termination of any tenancy from a unit to be delivered vacant at the**  
7 **close of escrow, and whether that unit was occupied by an elderly or disabled tenant at**  
8 **the time of termination of tenancy.**

9 Note: Additions are *single-underline italics Times New Roman font*;  
10 deletions are *strikethrough italics Times New Roman font*.  
11 Board amendment additions are double underlined Arial font;  
Board amendment deletions are ~~strikethrough Arial font~~.

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

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14 Section 1. Findings. The Board of Supervisors finds that an owner who signs a contract for  
15 sale of real property with two or more residential units should promptly inform the buyer of the legal  
16 ground(s) for termination of each unit to be delivered vacant at the close of escrow and whether the  
17 unit was occupied by an elderly or disabled tenant, in that certain terminations of tenancy (such as an  
18 owner move in eviction or the eviction of an elderly or disabled tenant) may create restrictions on the  
19 buyer's use of the property.

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21 Section 2. The San Francisco Administrative Code is hereby amended by amending  
22 Section 37.10A, to read as follows:

23 SEC. 37.10A. MISDEMEANORS, AND OTHER ENFORCEMENT PROVISIONS.

24 (a) It shall be unlawful for a landlord to increase rent or rents in violation of the  
25 decision of an Administrative Law Judge or the decision of the Board on appeal pursuant to

1 the hearing and appeal procedures set forth in Section 37.8 of this Chapter. It shall further be  
2 unlawful for a landlord to charge any rent which exceeds the limitations of this Chapter. Any  
3 person who increases rents in violation of such decisions or who charges excessive rents  
4 shall be guilty of a misdemeanor.

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

10 (c) It shall be unlawful for a landlord or for any person who willfully assists a  
11 landlord to request that a tenant move from a rental unit or to threaten to recover possession  
12 of a rental unit, either verbally or in writing, unless:

13 (1) The landlord in good faith intends to recover said unit under one of the grounds  
14 enumerated in Section 37.9(a) or (b); and

15 (2) Within five days of any such request or threat the landlord serves the tenant with  
16 a written notice stating the particular ground under Section 37.9(a) or (b) that is the basis for  
17 the landlord's intended recovery of possession of the unit.

18 (d) It shall be unlawful for a landlord or for any person who willfully assists a  
19 landlord to recover possession of a rental unit unless, prior to recovery of possession of the  
20 unit:

21 (1) The landlord files a copy of the written notice required under Section 37.10A(c)  
22 with the Board together with any preceding warning or threat to recover possession, unless  
23 the particular ground for recovery is non-payment of rent; and

24 (2) The landlord satisfies all requirements for recovery of the unit under Section  
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1 37.9(a) or (b).

2 (e) In any criminal or civil proceeding based on a violation of Section 37.10A(c) or  
3 37.10A(d), the landlord's failure to use a recovered unit for the Section 37.9(a) or (b) ground  
4 stated verbally or in writing to the tenant from whom the unit was recovered shall give rise to a  
5 presumption that the landlord did not have a good faith intention to recover the unit for the  
6 stated ground.

7 (f) If possession of a rental unit is recovered as the result of any written or verbal  
8 statement to the tenant that the landlord intends to recover the unit under one of the grounds  
9 enumerated in Section 37.9(a) or (b), the unit shall be subject to all restrictions set forth under  
10 this Chapter on units recovered for such stated purpose regardless of any agreement made  
11 between the landlord or the landlord's agent and the tenant who vacated the recovered unit.  
12 Any unit vacated by a tenant within 120 days after receiving any written or verbal statement  
13 from the landlord stating that the landlord intends to recover the unit under Section 37.9(a) or  
14 (b), shall be rebuttably presumed to have been recovered by the landlord pursuant to the  
15 grounds identified in that written or verbal statement.

16 (g) Except as provided in this subsection, it shall be unlawful for a landlord, or for  
17 any person who willfully assists a landlord, including the landlord's attorney or legal  
18 representative, to seek or obtain a tenant's agreement not to cooperate with any investigation  
19 or proceeding by any administrative or law enforcement or other governmental agency under  
20 this Chapter, or to otherwise seek or obtain a tenant's waiver of rights under this Chapter.  
21 Any waiver of rights by a tenant under this Chapter shall be void as contrary to public policy  
22 unless the tenant is represented by independent counsel and the waiver is approved in a  
23 Court-supervised settlement agreement, or by a retired judge of the California Superior Court  
24 sitting as a mediator or arbitrator by mutual agreement of the tenant represented by  
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1 independent counsel and the landlord. Any settlement agreement shall identify the judge,  
2 mediator, or arbitrator reviewing the settlement, all counsel representing the parties, and any  
3 other information as required by the Board. The landlord shall file a signed copy of the  
4 settlement agreement with the Board within ten days of execution. Unless otherwise required  
5 by the Board, the copy of the agreement filed with the Board shall redact the amount of  
6 payments to be made to tenants.

7 (h) It shall be unlawful for a landlord to knowingly fail to disclose in writing to the  
8 buyer, prior to entering into a contract for the sale of any property consisting of two or more  
9 residential units, the specific legal ground(s) for the termination of the tenancy of each  
10 residential unit to be delivered vacant at the close of escrow.

11 (i) It shall be unlawful for a property owner selling real property in the City and County of  
12 San Francisco that includes two or more residential units, to knowingly fail to disclose to the buyer in  
13 writing within three (3) calendar days after entering into a contract for sale of any such property with  
14 that buyer;

15 (1) The specific legal ground(s) for the termination of the tenancy of each residential unit to  
16 be delivered vacant at the close of escrow; and,

17 (2) Whether the unit was occupied by an elderly or disabled tenant at the time the tenancy  
18 was terminated. For purposes of this section 37.10A(i), "elderly" means a tenant defined as elderly by  
19 San Francisco Administrative Code section 37.9(i)(1)(A), 37.9A(e)(1)(C), 37.9A(e)(2)(D), or  
20 37.9A(e)(3)(C), or a tenant defined as "senior" by San Francisco Subdivision Code section 1359(d).  
21 For purposes of this section 37.10A(i), "disabled" means a tenant defined as disabled by San Francisco  
22 Administrative Code section 37.9(i)(1)(B)(i), 37.9A(e)(1)(C), 37.9A(e)(2)(D), or 37.9A(e)(3)(C), or by  
23 San Francisco Subdivision Code section 1359(d).

24 (i j) Any person who violates Section 37.10A(a), (b), (c), (d), (g) or (h) is guilty of a  
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1 misdemeanor and shall be punished by a mandatory fine of one thousand dollars (\$1,000),  
2 and in addition to such fine may be punished by imprisonment in the County Jail for a period  
3 of not more than six months. Each violation shall constitute a separate offense.

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5 APPROVED AS TO FORM:  
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7 By: \_\_\_\_\_  
8 MARIE CORLETT BLITS  
9 Deputy City Attorney

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