

REVISED LEGISLATIVE DIGEST
(Amended in Board, 12/11/2018)

[Administrative Code - Harassment of Tenants in Single-Family Units Through Rent Increases]

Ordinance amending the Administrative Code to prohibit landlords of single-family homes and condominiums covered by existing eviction controls from circumventing eviction controls through rent increases; and to clarify that a rent increase intended to defraud, intimidate, or coerce the tenant into vacating such a rental unit may qualify as tenant harassment.

Existing Law

State law gives the owner of a separately alienable property (hereafter, “single-family home”) the right to raise rents on existing tenants. But a single-family home that is exempt from rent control can be subject to the rules in the Rent Ordinance concerning evictions and tenant harassment. Admin. Code § 37.2(r)(7). Thus, the Rent Ordinance already prohibits landlords of all types of rental units, including single-family homes, from evicting their tenants without just cause, and requires that all landlords who have performed owner move-ins and other types of no-fault evictions take certain actions to mitigate the impact of those evictions. *Id.* §§ 37.9(a), 37.9A, 37.9B, and 37.9C. The Rent Ordinance also provides that it is unlawful harassment for a landlord, acting in bad faith, to influence a tenant to vacate any type of rental unit through fraud, intimidation, or coercion. *Id.* § 37.10B.

Amendments to Current Law

The proposed ordinance would amend the Rent Ordinance to state that endeavoring to recover possession of a single-family home by means of a rent increase that is imposed in bad faith with an intent to defraud, intimidate, or coerce the tenant into vacating the rental unit in circumvention of the above-described eviction controls may qualify as tenant harassment. Evidence of bad faith could include, without limitation, the following: (1) the rent increase was substantially in excess of market rates for comparable units; (2) the rent increase was within six months after an attempt to recover possession of the unit; and (3) such other factors as a court or the Rent Board may deem relevant.

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