

File No. 090835

Committee Item No. _____

Board Item No. 24

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee _____

Date _____

Board of Supervisors Meeting

Date 2/2/10

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| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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Completed by: Renee Craig

Date 1/27/10

Completed by: _____

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[Residential Rent Ordinance: Prohibiting owner move-in evictions of households with a child under the age of 18 during the school year, except by an owner moving in with a child and except where the owner only owns one unit in the building families with children; and changing the definition of "disabled" tenants protected from owner move-in evictions.]

~~Draft~~ Ordinance amending Administrative Code Chapter 37 "Residential Rent Stabilization and Arbitration Ordinance" by amending Section 37.9(i) (j) to prohibit an owner move-in evictions of families with children, where a member of the household during the school year where a child under the age of 18 resides in the unit with a tenant who has a custodial or family relationship with that child, and that tenant has resided in the unit for 12 months or more, except that this provision will not apply where there is only one unit owned by the landlord in the building or where the owner who will move into the unit pursuant to a Section 37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner; and renumbering current Section 37.9(j) as Section 37.9(k). ;and changing the definition of "disabled" tenants protected from owner move-in evictions to be the definition in Government Code Section 12955.3, in place of the current definition that is tied to federal Supplemental Security Income and California State Supplemental Program (SSI/SSP) definitions.

NOTE: Additions are single-underline italics Times New Roman font;
deletions are ~~strike-through italics Times New Roman font~~.
Board amendment additions are double-underlined Arial font;
Board amendment deletions are ~~strikethrough Arial font~~.

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

Section 1. The San Francisco Administrative Code is hereby amended by amending Section 37.9, to read as follows:

1 SEC. 37.9. EVICTIONS.

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

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

5 (1) The tenant:

6 (A) Has failed to pay the rent to which the landlord is lawfully entitled under the oral or
7 written agreement between the tenant and landlord:

8 (i) Except that a tenant's nonpayment of a charge prohibited by Section 919.1 of the
9 Police Code shall not constitute a failure to pay rent; and

10 (ii) Except that, commencing August 10, 2001, to and including February 10, 2003, a
11 landlord shall not endeavor to recover or recover possession of a rental unit for failure of a
12 tenant to pay that portion of rent attributable to a capital improvement passthrough certified
13 pursuant to a decision issued after April 10, 2000, where the capital improvement passthrough
14 petition was filed prior to August 10, 2001, and a landlord shall not impose any late fee(s)
15 upon the tenant for such non-payment of capital improvements costs; or

16 (B) Habitually pays the rent late; or

17 (C) Gives checks which are frequently returned because there are insufficient funds in
18 the checking account; or

19 (2) The tenant has violated a lawful obligation or covenant of tenancy other than the
20 obligation to surrender possession upon proper notice or other than an obligation to pay a
21 charge prohibited by Police Code Section 919.1, and failure to cure such violation after having
22 received written notice thereof from the landlord.

23 (A) Provided that notwithstanding any lease provision to the contrary, a landlord shall
24 not endeavor to recover possession of a rental unit as a result of subletting of the rental unit
25 by the tenant if the landlord has unreasonably withheld the right to sublet following a written

1 request by the tenant, so long as the tenant continues to reside in the rental unit and the
2 sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails to
3 respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written
4 request, the tenant's request shall be deemed approved by the landlord.

5 (B) Provided further that where a rental agreement or lease provision limits the
6 number of occupants or limits or prohibits subletting or assignment, a landlord shall not
7 endeavor to recover possession of a rental unit as a result of the addition to the unit of a
8 tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic
9 partner (as defined in Administrative Code Sections 62.1 through 62.8) of such relatives, or as
10 a result of the addition of the spouse or domestic partner of a tenant, so long as the maximum
11 number of occupants stated in Section 37.9(a)(2)(B)(i) and (ii) is not exceeded, if the landlord
12 has unreasonably refused a written request by the tenant to add such occupant(s) to the unit.

13 ~~If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the~~
14 ~~tenant's written request, the tenant's request shall be deemed approved by the landlord. A~~
15 ~~landlord's reasonable refusal of the tenant's written request may not be based on the~~
16 ~~proposed additional occupant's lack of creditworthiness, if that person will not be legally~~
17 ~~obligated to pay some or all of the rent to the landlord. A landlord's reasonable refusal of the~~
18 ~~tenant's written request may be based on, but is not limited to, the ground that the total~~
19 ~~number of occupants in a unit exceeds (or with the proposed additional occupant(s) would~~
20 ~~exceed) the lesser of (i) or (ii):~~

21 (i) Two persons in a studio unit, three persons in a one-bedroom unit, four persons in
22 a two-bedroom unit, six persons in a three-bedroom unit, or eight persons in a four-bedroom
23 unit; or

24 (ii) The maximum number permitted in the unit under state law and/or other local
25 codes such as the Building, Fire, Housing and Planning Codes; or

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

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

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

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

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

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

18 (i) For the landlord's use or occupancy as his or her principal residence for a period of
19 at least 36 continuous months;

20 (ii) For the use or occupancy of the landlord's grandparents, grandchildren, parents,
21 children, brother or sister, or the landlord's spouse, or the spouses of such relations, as their
22 principal place of residency for a period of at least 36 months, in the same building in which
23 the landlord resides as his or her principal place of residency, or in a building in which the
24 landlord is simultaneously seeking possession of a rental unit under Section 37.9(a)(8)(i). For
25

1 purposes of this Section 37.9(a)(8)(ii), the term spouse shall include domestic partners as
2 defined in San Francisco Administrative Code Sections 62.1 through 62.8.

3 (iii) For purposes of this Section 37.9(a)(8) only, as to landlords who become owners
4 of record of the rental unit on or before February 21, 1991, the term "landlord" shall be defined
5 as an owner of record of at least 10 percent interest in the property or, for Section 37.9(a)(8)(i)
6 only, two individuals registered as domestic partners as defined in San Francisco
7 Administrative Code Sections 62.1 through 62.8 whose combined ownership of record is at
8 least 10 percent. For purposes of this Section 37.9(a)(8) only, as to landlords who become
9 owners of record of the rental unit after February 21, 1991, the term "landlord" shall be
10 defined as an owner of record of at least 25 percent interest in the property or, for Section
11 37.9(a)(8)(i) only, two individuals registered as domestic partners as defined in San Francisco
12 Administrative Code Sections 62.1 through 62.8 whose combined ownership of record is at
13 least 25 percent.

14 (iv) A landlord may not recover possession under this Section 37.9(a)(8) if a
15 comparable unit owned by the landlord is already vacant and is available, or if such a unit
16 becomes vacant and available before the recovery of possession of the unit. If a comparable
17 unit does become vacant and available before the recovery of possession, the landlord shall
18 rescind the notice to vacate and dismiss any action filed to recover possession of the
19 premises. Provided further, if a noncomparable unit becomes available before the recovery of
20 possession, the landlord shall offer that unit to the tenant at a rent based on the rent that the
21 tenant is paying, with upward or downward adjustments allowed based upon the condition,
22 size, and other amenities of the replacement unit. Disputes concerning the initial rent for the
23 replacement unit shall be determined by the Rent Board. It shall be evidence of a lack of good
24 faith if a landlord times the service of the notice, or the filing of an action to recover
25

1 possession, so as to avoid moving into a comparable unit, or to avoid offering a tenant a
2 replacement unit.

3 (v) It shall be rebuttably presumed that the landlord has not acted in good faith if the
4 landlord or relative for whom the tenant was evicted does not move into the rental unit within
5 three months and occupy said unit as that person's principal residence for a minimum of 36
6 continuous months.

7 (vi) Once a landlord has successfully recovered possession of a rental unit pursuant
8 to Section 37.9(a)(8)(i), then no other current or future landlords may recover possession of
9 any other rental unit in the building under Section 37.9(a)(8)(i). It is the intention of this
10 Section that only one specific unit per building may be used for such occupancy under Section
11 37.9(a)(8)(i) and that once a unit is used for such occupancy, all future occupancies under
12 Section 37.9(a)(8)(i) must be of that same unit, provided that a landlord may file a petition with
13 the Rent Board, or at the landlord's option, commence eviction proceedings, claiming that
14 disability or other similar hardship prevents him or her from occupying a unit which was
15 previously occupied by the landlord.

16 (vii) If any provision or clause of this amendment to Section 37.9(a)(8) or the
17 application thereof to any person or circumstance is held to be unconstitutional or to be
18 otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other
19 chapter provisions, and clauses of this Chapter are held to be severable; or

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

23 (10) The landlord seeks to recover possession in good faith in order to demolish or to
24 otherwise permanently remove the rental unit from housing use and has obtained all the
25 necessary permits on or before the date upon which notice to vacate is given, and does so

1 without ulterior reasons and with honest intent; provided that a landlord who seeks to recover
2 possession under this Section 37.9(a)(10) shall pay relocation expenses as provided in
3 Section 37.9C except that a landlord who seeks to demolish an unreinforced masonry building
4 pursuant to Building Code Chapters 16B and 16C must provide the tenant with the relocation
5 assistance specified in Section 37.9A(f) below prior to the tenant's vacating the premises; or

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

24 (12) The landlord seeks to recover possession in good faith in order to carry out
25 substantial rehabilitation, as defined in Section 37.2(s), and has obtained all the necessary

1 permits on or before the date upon which notice to vacate is given, and does so without
2 ulterior reasons and with honest intent. Notwithstanding the above, no landlord shall endeavor
3 to recover possession of any unit subject to a RAP loan as set forth in Section 37.2(m) of this
4 Chapter except as provided in Section 32.69 of the San Francisco Administrative Code; Any
5 landlord who seeks to recover possession under this Section 37.9(a)(12) shall pay relocation
6 expenses as provided in Section 37.9C; or

7 (13) The landlord wishes to withdraw from rent or lease all rental units within any
8 detached physical structure and, in addition, in the case of any detached physical structure
9 containing three or fewer rental units, any other rental units on the same lot, and complies in
10 full with Section 37.9A with respect to each such unit; provided, however, that guestrooms or
11 efficiency units within a residential hotel, as defined in Section 50519 of the Health and Safety
12 Code, may not be withdrawn from rent or lease if the residential hotel has a permit of
13 occupancy issued prior to January 1, 1990, and if the residential hotel did not send a notice of
14 intent to withdraw the units from rent or lease (Administrative Code Section 37.9A(f),
15 Government Code Section 7060.4(a)) that was delivered to the Rent Board prior to January 1,
16 2004; or

17 (14) The landlord seeks in good faith to temporarily recover possession of the unit
18 solely for the purpose of effecting lead remediation or abatement work, as required by San
19 Francisco Health Code Articles 11 or 26. The tenant will vacate the unit only for the minimum
20 time required to do the work. The relocation rights and remedies, established by San
21 Francisco Administrative Code Chapter 72, including but not limited to, the payment of
22 financial relocation assistance, shall apply to evictions under this Section 37.9(a)(14).

23 (15) The landlord seeks to recover possession in good faith in order to demolish or to
24 otherwise permanently remove the rental unit from housing use in accordance with the terms
25

1 of a development agreement entered into by the City under Chapter 56 of the San Francisco
2 Administrative Code.

3 (b) A landlord who resides in the same rental unit with his or her tenant may evict said
4 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 least
6 one of the grounds enumerated in Section 37.9(a) or (b) above is the landlord's dominant
7 motive for recovering possession and unless the landlord informs the tenant in writing on or
8 before the date upon which notice to vacate is given of the grounds under which possession is
9 sought and that advice regarding the notice to vacate is available from the Residential Rent
10 Stabilization and Arbitration Board, before endeavoring to recover possession. A copy of all
11 notices to vacate except three-day notices to vacate or pay rent and a copy of any additional
12 written documents informing the tenant of the grounds under which possession is sought shall
13 ~~be filed with the Board within 10 days following service of the notice to vacate. The District~~
14 Attorney shall determine whether the units set forth on the list compiled in accordance with
15 Section 37.6(k) are still being occupied by the tenant who succeeded the tenant upon whom
16 the notice was served. In cases where the District Attorney determines that Section 37.9(a)(8)
17 has been violated, the District Attorney shall take whatever action he deems appropriate
18 under this Chapter or under State law.

19 (d) No landlord may cause a tenant to quit involuntarily or threaten to bring any action
20 to recover possession, or decrease any services, or increase the rent, or take any other action
21 where the landlord's dominant motive is retaliation for the tenant's exercise of any rights under
22 the law. Such retaliation shall be a defense to any action to recover possession. In an action
23 to recover possession of a rental unit, proof of the exercise by the tenant of rights under the
24 law within six months prior to the alleged act of retaliation shall create a rebuttable
25 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
2 landlord to endeavor to recover possession or to evict a tenant except as provided in Section
3 37.9(a) and (b). Any person endeavoring to recover possession of a rental unit from a tenant
4 or evicting a tenant in a manner not provided for in Section 37.9(a) or (b) without having a
5 substantial basis in fact for the eviction as provided for in Section 37.9(a) shall be guilty of a
6 misdemeanor and shall be subject, upon conviction, to the fines and penalties set forth in
7 Section 37.10A. Any waiver by a tenant of rights under this Chapter except as provided in
8 Section 37.10A(g), shall be void as contrary to public policy.

9 (f) Whenever a landlord wrongfully endeavors to recover possession or recovers
10 possession of a rental unit in violation of Sections 37.9 and/or 37.10 as enacted herein, the
11 tenant or Board may institute a civil proceeding for injunctive relief, money damages of not
12 less than three times actual damages, (including damages for mental or emotional distress),
13 and whatever other relief the court deems appropriate. In the case of an award of damages
14 for mental or emotional distress, said award shall only be trebled if the trier of fact finds that
15 the landlord acted in knowing violation of or in reckless disregard of Section 37.9 or 37.10A
16 herein. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant
17 to order of the court. The remedy available under this Section 37.9(f) shall be in addition to
18 any other existing remedies which may be available to the tenant or the Board.

19 (g) The provisions of this Section 37.9 shall apply to any rental unit as defined in
20 Sections 37.2(r)(4)(A) and 37.2(r)(4)(B), including where a notice to vacate/quit any such
21 rental unit has been served as of the effective date of this Ordinance No. 250-98 but where
22 any such rental unit has not yet been vacated or an unlawful detainer judgment has not been
23 issued as of the effective date of this Ordinance No. 250-98.

24 (h) With respect to rental units occupied by recipients of tenant-based rental
25 assistance, the notice requirements of this Section 37.9 shall be required in addition to any

1 notice required as part of the tenant-based rental assistance program, including but not limited
2 to the notice required under 24 CFR Section 982.310(e)(2)(ii).

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

5 (1) A landlord may not recover possession of a unit from a tenant under Section
6 37.9(a)(8) if the landlord has or receives notice, any time before recovery of possession, that
7 any tenant in the rental unit:

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

9 or

10 (B) Is disabled within the meaning of Section 37.9(i)(1)(B)(i) and has been residing in
11 the unit for 10 years or more, or is catastrophically ill within the meaning of Section
12 37.9(i)(1)(B)(ii) and has been residing in the unit for five years or more:

13 ~~(i) A "disabled" tenant is defined for purposes of this Section 37.9(i)(1)(B) as a person~~
14 ~~who is disabled or blind within the meaning of the federal Supplemental Security~~
15 ~~Income/California State Supplemental Program (SSI/SSP), and who is determined by~~
16 ~~SSI/SSP to qualify for that program or who satisfies such requirements through any other~~
17 ~~method of determination as approved by the Rent Board *within the meaning of Section*~~
18 ~~*12955.3 of the California Government Code;*~~

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

22 Or,

23 ~~(C) Is under the age of 18 and a member of a household which has resided in the unit for at~~
24 ~~least 12 months. Has a child under the age of 18 residing in the unit, that tenant has resided in~~
25 ~~the unit for at least 12 months, and that tenant has a custodial relationship with that minor (so~~

1 that the child is not living in the unit with no custodial relationship or as a roommate). The
2 provisions of Section 37.9(i)(1)(C) shall not apply where there is only one rental unit owned by
3 the landlord in the building, or where the owner who will move into the unit pursuant to Section
4 37.9(a)(8) has a custodial relationship with a child under the age of 18 who will reside in the
5 unit with the owner.

6 (2) The foregoing provisions of Sections 37.9(i)(1)(A) and (B) ~~and (C)~~ shall not apply
7 where there is only one rental unit owned by the landlord in the building, or where each of the
8 rental units owned by the landlord in the same building where the landlord resides (except the
9 unit actually occupied by the landlord) is occupied by a tenant otherwise protected from
10 eviction by Sections 37.9(i)(1)(A) or (B) ~~or (C)~~ and where the landlord's qualified relative who
11 will move into the unit pursuant to Section 37.9(a)(8) is 60 years of age or older ~~or will be~~
12 ~~moving in with a household member under the age of 18.~~

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

17 (4) Within 30 days of personal service by the landlord of a written request, or, at the
18 landlord's option, a notice of termination of tenancy under Section 37.9(a)(8), the tenant must
19 submit a statement, with supporting evidence, to the landlord if the tenant claims to be a
20 member of one of the classes protected by Section 37.9(i). The written request or notice shall
21 contain a warning that a tenant's failure to submit a statement within the 30 day period shall
22 be deemed an admission that the tenant is not protected by Section 37.9(i). The landlord shall
23 file a copy of the request or notice with the Rent Board within 10 days of service on the tenant.
24 A tenant's failure to submit a statement within the 30 day period shall be deemed an
25 admission that the tenant is not protected by Section 37.9(i). A landlord may challenge a

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

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

11 (j) The following additional provision shall apply to a landlord who seeks to recover a
12 rental unit by utilizing the grounds enumerated in Section 37.9(a)(8):

13 (1) A landlord may not recover possession of a unit from a tenant under Section
14 37.9(a)(8) It shall be a defense to an eviction under Section 37.9(a)(8) if the landlord has or
15 receives notice, any time before recovery of possession, that any tenant in the rental unit has
16 a custodial or family relationship with a child under the age of 18 who is residing in the unit,
17 and that the tenant with the custodial or family relationship has resided in the unit for 12
18 months or more, and the effective date of the notice of termination of tenancy falls during the
19 school year. The term "school year" as used in this Section 37.9(j) means the first day of
20 instruction for the Fall Semester through the last day of instruction for the Spring Semester, as
21 posted on the San Francisco Unified School District website for each year.

22 (2) The foregoing provision Section 37.9(j)(1) shall not apply where there is only one
23 rental unit owned by the landlord in the building, or where the owner who will move into the
24 unit pursuant to a Section 37.9(a)(8) eviction has a custodial or family relationship with a child
25 under the age of 18 who will reside in the unit with the owner.

1 (3) Within 30 days of personal service by the landlord of a written request, or, at the
2 landlord's option, a notice of termination of tenancy under Section 37.9(a)(8), the tenant must
3 submit a statement with supporting evidence to the landlord, if the tenant claims to be a
4 member of the class protected from eviction by Section 37.9(j). The landlord's written request
5 or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day
6 period shall be deemed an admission that the tenant is not protected from eviction by Section
7 37.9(j). The landlord shall file a copy of the landlord's request or notice with the Rent Board
8 within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30
9 day period shall be deemed an admission that the tenant is not protected from eviction by
10 Section 37.9(j). A landlord may challenge a tenant's claim of protected status either by
11 requesting a hearing with the Rent Board or, at the landlord's option, through commencement
12 of eviction proceedings, including service of a notice of termination of tenancy. In the Rent
13 Board hearing or the eviction action, the tenant shall have the burden of proof to show
14 protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed
15 upon a landlord for either requesting or challenging a tenant's claim of protected status.

16 (4) For purposes of this Section 37.9(j), the term "custodial relationship" means that
17 the person is a legal guardian of the child, or has a court-recognized caregiver authorization
18 affidavit for the child, or that the person has provided full-time custodial care of the child
19 pursuant to an agreement with the child's legal guardian or court-recognized caregiver and
20 has been providing that care for at least one year or half of the child's lifetime, whichever is
21 less. The term "family relationship" means that the person is the parent, grandparent, brother,
22 sister, aunt or uncle of the child, or the spouse or domestic partner of such relations.

23 (j-k) Disclosure of Rights to Tenants Before and After Sale of Rental Units Subject to
24 Section 37.9.
25

1 (1) Disclosure to Tenants By Seller of the Property. Before property containing rental
2 units subject to Section 37.9 may be sold, the owner/seller shall disclose to tenants of the
3 property the rights of tenants during and after the sale of the property. This disclosure shall be
4 in writing and shall include:

5 (A) A statement in bold type of at least 12 points that tenants can not be evicted or
6 asked to move solely because a property is being sold or solely because a new owner has
7 purchased that property.

8 (B) A statement in bold type of at least 12 points that tenants cannot have their rent
9 increased above that permitted by Chapter 37 solely because a property is being sold or
10 solely because a new owner has purchased that property.

11 (C) A statement in bold type of at least 12 points that the rental agreements of tenants
12 cannot be materially changed solely because a property is being sold or solely because a new
13 owner has purchased that property.

14 (D) A statement that the owner's right to show units to prospective buyers is governed
15 by California Civil Code section 1954, including a statement that tenants must receive notice
16 as provided by Section 1954, and a statement that a showing must be conducted during
17 normal business hours unless the tenant consents to an entry at another time.

18 (E) A statement that tenants are not required to complete or sign any estoppel
19 certificates or estoppel agreements, except as required by law or by that tenant's rental
20 agreement. The statement shall further inform tenants that tenant rights may be affected by
21 an estoppel certificate or agreement and that the tenants should seek legal advice before
22 completing or signing an estoppel certificate or agreement.

23 (F) A statement that information on these and other tenant's rights are available at the
24 San Francisco Rent Board, 25 Van Ness Ave, San Francisco, California, and at the
25 counseling telephone number of the Rent Board and at its web site.

1 (2) Disclosure to Tenants by Purchaser of the Property. Within 30 days of acquiring
2 title to rental units subject to Section 37.9, the new purchaser/owner shall disclose to tenants
3 of the property the rights of tenants following this sale of the property. This disclosure shall be
4 in writing and shall include:

5 (A) A statement in bold type of at least 12 points that tenants cannot be evicted or
6 asked to move solely because a new owner has purchased that property.

7 (B) A statement in bold type of at least 12 points that tenants cannot have their rent
8 increased above that permitted by Chapter 37 solely because a new owner has purchased
9 that property.

10 (C) A statement in bold type of at least 12 points that the rental agreements of tenants
11 cannot be materially changed solely because a new owner has purchased that property.

12 (D) A statement in bold type of at least 12 points that any tenants, sub-tenants or
13 roommates who were lawful occupants at the time of the sale remain lawful occupants.

14 (E) A statement in bold type of at least 12 points: that tenants' housing services as
15 defined in Section 37.2(r) first paragraph cannot be changed or severed from the tenancy
16 solely because a new owner has purchased that property; and that tenants' housing services
17 as defined in Section 37.2(r) second paragraph that were supplied in connection with the use
18 or occupancy of a unit at the time of sale (such as laundry rooms, decks, or storage space)
19 cannot be severed from the tenancy by the new purchaser/owner without just cause as
20 required by Section 37.9(a).

21
22 APPROVED AS TO FORM:
23 DENNIS J. HERRERA, City Attorney

24 By: 
25 MARIE CORLETT BLITS
Deputy City Attorney

SUPERVISORS MAR, CHIU
BOARD OF SUPERVISORS



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