

[Planning, Administrative Codes - Tenant Protections Related To Residential Demolitions and Renovations]

Ordinance amending the Planning Code to 1) require property owners seeking to demolish residential units to replace all units that are being demolished; 2) require relocation assistance to affected occupants of those units and to former occupants who vacated due to harassment, improper buyout agreements, owner move-ins, or pursuant to the Ellis Act, or due to serious and imminent hazards, with additional assistance and protections for lower-income tenants; 3) modify the Planning Code definition of demolition; 4) modify the conditional use criteria that apply to projects to demolish residential units; amending the Administrative Code to 45) require landlords to provide additional relocation assistance to lower-income tenants who are being required to vacate temporarily due to capital improvements or rehabilitation work; 56) update the standards and procedures for hearings related to tenant harassment; 67) require additional disclosures in buyout agreements; 78) require an additional disclosure in notice of intent to withdraw units under the Ellis Act; 789) making various non-substantive changes and clarifications; affirming the Planning Department's determination under the California Environmental Quality Act; making public necessity, convenience, and welfare findings under Planning Code, Section 302; and making findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1.

NOTE: **Unchanged Code text and uncoded text** are in plain Arial font.
Additions to Codes are in single-underline italics Times New Roman font.
Deletions to Codes are in ~~strikethrough italics Times New Roman font~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

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

2
3 Section 1. Land Use and Environmental Findings.

4 (a) The Planning Department has determined that the actions contemplated in this
5 ordinance comply with the California Environmental Quality Act (California Public Resources
6 Code Sections 21000 et seq.). Said determination is on file with the Clerk of the Board of
7 Supervisors in File No. 251210 and is incorporated herein by reference. The Board affirms
8 this determination.

9 (b) On November 6, 2025, the Planning Commission, in Resolution No. 21863,
10 adopted findings that the actions contemplated in this ordinance are consistent, on balance,
11 with the City's General Plan and eight priority policies of Planning Code Section 101.1. The
12 Board adopts these findings as its own. A copy of said Resolution is on file with the Clerk of
13 the Board of Supervisors in File No. 251210, and is incorporated herein by reference.

14 (c) Pursuant to Planning Code Section 302, this Board finds that these Planning Code
15 amendments will serve the public necessity, convenience, and welfare for the reasons set
16 forth in Planning Commission Resolution No. 21863, and the Board adopts such reasons as
17 its own. A copy of said resolution is on file with the Clerk of the Board of Supervisors in File
18 No. 251210 and is incorporated herein by reference.

19
20 Section 2. Additional Findings.

21 (a) The Housing Crisis Act of 2019, adopted by the California Legislature as Senate
22 Bill 330 (hereafter, "SB 330"), provides that cities may not approve housing development
23 projects that will require the demolition of existing residential units unless the sponsors of
24 those projects agree to certain criteria. Among other things, the project sponsors must allow
25 existing occupants to remain in their units until a certain time before the start of construction

1 activities; replace all protected units; offer displaced lower-income households a right of first
2 refusal to comparable units; and provide lower-income tenants relocation assistance. Further,
3 SB 330 provides that cities may go beyond these minimum requirements to assist displaced
4 households, particularly those who are lower-income.

5 (b) Consistent with SB 330, this Ordinance adopts a series of tenant protections
6 tailored for San Francisco, with a particular focus on protecting lower-income tenants to whom
7 SB 330 grants a right of return. In many instances, lower-income households displaced by
8 demolition projects have been unable to stay in San Francisco or the Bay Area, due to the
9 property owner's timetable for constructing a new building, contrary to the intent of SB 330
10 that lower-income tenants shall enjoy a right to occupy a comparable unit in the new building.
11 A similar pattern exists when landlords displace lower-income tenants in order to perform
12 capital improvements and renovation projects. The current rules assume that this work will
13 last for only three months and that the tenant will then be able to reoccupy the unit, but the
14 displacements often last much longer, and lower-income tenants in particular suffer from
15 these impacts and often have no choice but to give up on their right to return altogether.
16 Tenants are also vulnerable to harassment, pretextual owner move-ins, and may be induced
17 to leaving their units under buyout agreements without a full understanding of their rights. It is
18 reasonable, and in the case of lower-income tenants essential, to prevent the potential abuse
19 of evictions, to ensure tenant protections are not undermined, and to require property owners
20 who are pursuing demolition or renovation projects to absorb the impacts that their projects
21 will cause.

22 (c) This Ordinance also includes a requirement that a landlord withdrawing a unit
23 under the Ellis Act must state whether they intend to demolish the unit within the next five
24 years. ~~This statement would be for informational purposes only: it is not intended to create a~~
25 ~~substantive defense to an eviction, but it will be helpful for the City to understand the impacts~~

1 ~~of SB 330 and to manage tenant displacements.~~ Such a disclosure is intended to assist City
2 agencies to track and monitor plans to demolish housing, to track and mitigate tenant
3 displacement, and to advance policies implementing SB330 and other state and local laws. It
4 is not intended to create an additional affirmative defense to an eviction.
5

6 Section 3. Articles 1.7, 3, and 4 of the Planning Code are hereby amended by revising
7 Sections 176, 311, 317, 333, 415.4, 415.5, 415.6, 415.7, and adding Section 317.2 to read as
8 follows

9 **SEC. 176. ENFORCEMENT AGAINST VIOLATIONS.**

10 * * * *

11 **(c) Penalties.**

12 **(1) Administrative Penalties.**

13 * * * *

14 **(C) Penalties for Specified Violations.**

15 **(i) Alteration, Merger, Construction, or Demolition of**
16 **Residential Units without a Permit.** For any unpermitted alteration, merger, construction, or
17 demolition of any building or structure containing one or more Residential Units, including
18 work that takes place in violation of Section 317 of this Code, on or after March 1, 2023,
19 resulting in the addition of more than three unauthorized Residential Units, or the loss of one
20 or more Residential Units, (1) the owner of that building shall be required to apply for a
21 replacement project under ~~section~~ Section 317 of this Code; that complies with Section 317.2, if
22 applicable, and (2) the Responsible Party shall be liable for a penalty of up to \$250,000 upon
23 issuance of a Notice of Violation for each Residential Unit added or lost through such
24 alteration, merger, or demolition. ~~Within 12 months of the effective date of the ordinance in Board~~
25 ~~File No. 220878 amending this Section 176, t~~The Planning Commission shall adopt factors and

1 criteria for consideration, to be updated from time to time, to provide guidance to the Zoning
2 Administrator when determining the appropriate penalty amount for violations subject to this
3 subsection (c)(1)(C)(i).

4 * * * *

5
6 **SEC. 311. PERMIT REVIEW PROCEDURES.**

7 * * * *

8 (c) **Planning Entitlement Application Review for Compliance.** Upon acceptance of
9 any application subject to this Section, the Planning Department shall review the proposed
10 project for compliance with the Planning Code and any applicable design guidelines approved
11 by the Planning Commission. Applications determined not to ~~be in compliance~~ comply with the
12 standards of Articles 1.2, 1.5, 2 and 2.5 of the Planning Code, Residential Design Guidelines,
13 including design guidelines for specific areas adopted by the Planning Commission, or with
14 any applicable conditions of previous approvals regarding the project, shall be held until either
15 the application is determined to be in compliance, is disapproved or a recommendation for
16 cancellation is sent to the Department of Building Inspection.

17 * * * *

18 (2) **Removal of Residential Units.** When removal or elimination of a
19 ~~Residential Unit authorized or unauthorized residential unit~~ Residential Unit, as defined in Sections 102 and 317 of
20 this Code, is proposed, the Applicant shall provide notice as required in this Section 311, and as
21 required by Section 317.2, and such notice shall include contact information for the appropriate
22 City agency or resource for assistance in securing tenant counseling or legal services, as
23 applicable. The Applicant shall post a notice of the application at least 30 inches by 30 inches
24 in a conspicuous common area of the subject property, and such sign shall be posted no later
25 than the start date of the notification period required by this Section 311 and shall remain

1 posted until the conclusion of any hearings on the permit before the Planning Commission,
2 the Zoning Administrator, the Board of Supervisors or the Board of Appeals. The Zoning
3 Administrator shall determine any additional notification procedures to be applied in such a
4 case.

5 (3) **Replacement Structure Required.** Unless the building is determined to
6 pose a serious and imminent hazard as defined in the Building Code, an application
7 authorizing a project that will require the demolition of one or more Residential or Unauthorized
8 Units and/or the demolition of an historic or architecturally important building ~~or of a dwelling,~~
9 shall be conditioned upon the City granting final approval of a building permit for construction
10 of the replacement building. A building permit is finally approved if the Board of Appeals has
11 taken final action for approval on an appeal of the issuance or denial of the permit or if the
12 permit has been issued and the time for filing an appeal with the Board has lapsed with no
13 appeal filed. Approval of the replacement structure shall comply with Section 317.2, as applicable.

14 (4) **Buildings Posing a Safety Hazard.**—(A) The demolition of any building,
15 including but not limited to historically and architecturally important buildings, may be
16 approved administratively when the Director of the Department of Building Inspection, the
17 Chief of the Bureau of Fire Prevention and Investigation, or the Director of Public Works
18 determines, after consultation with the Zoning Administrator, that an imminent safety hazard
19 exists, and the Director of the Department of Building Inspection determines that demolition or
20 extensive alteration of the structure is the only feasible means to secure the public safety.
21 Nothing in this subsection (c)(4) shall relieve a project sponsor from complying with Section 317.2, as
22 applicable. The Zoning Administer may modify the timing of compliance with Section 317.2, as
23 necessary, for demolitions approved under this subsection (c)(4).

24 * * * *

1 **SEC. 317. LOSS OF RESIDENTIAL AND UNAUTHORIZED UNITS THROUGH**
2 **DEMOLITION, MERGER, AND CONVERSION.**

3 (a) **Findings.** San Francisco faces a continuing shortage of affordable housing. There
4 is a high ratio of rental to ownership tenure among the City's residents. The General Plan
5 recognizes that existing housing is the greatest stock of rental and financially accessible
6 residential units, and is a resource in need of protection. Therefore, a public hearing will be
7 held prior to approval of any Development Application permit that would allow removal of
8 existing housing, with certain exceptions, as described below. The Planning Commission ~~shall~~
9 has developed a Code Implementation Document setting forth procedures and regulations for
10 the implementation of this Section 317 as provided further below. The Zoning Administrator
11 shall modify economic criteria related to property values and construction costs in the
12 Implementation Document as warranted by changing economic conditions to meet the intent
13 of this Section.

14 (b) **Definitions.** For the purposes of this Section 317, the terms below shall be as
15 defined below. The Planning Department shall use these definitions when implementing state laws
16 that use similar terms if state law does not define such terms. Capitalized terms not defined below
17 are defined in Section 102 of this Code.

18 * * * *

19 (2) "Residential Demolition" shall mean any of the following:

20 (A) Any work on a Residential Building for which the Department of
21 Building Inspection determines that an application for a demolition permit is required, or

22 (B) A major alteration of a Residential Building that proposes the
23 Removal of ~~more than~~ 50% or more of the sum of the combined Front Facade and Rear
24 Facade and ~~also proposes the Removal of more than 65% of the sum of all exterior walls,~~
25 ~~measured in lineal feet at the foundation level, or~~

1 ~~(C) A major alteration of a Residential Building that proposes the~~
2 ~~Removal of more than 50% or more of the Vertical Envelope Elements and more than 50% of~~
3 ~~the Horizontal Elements of the existing building, as measured in square feet of actual surface~~
4 ~~area.~~

5 ~~(D) The Planning Commission may reduce the above numerical~~
6 ~~elements of the criteria in Subsections (b)(2)(B) and (b)(2)(C), by up to 20% of their values~~
7 ~~should it deem that adjustment is necessary to implement the intent of this Section 317, to~~
8 ~~conserve existing sound housing and preserve affordable housing.~~

9 * * * *

10 (7) "Residential Merger" shall mean the combining of two or more Residential or
11 Unauthorized Units, including the creation of an open connection between Units, resulting in a
12 decrease in the number of Residential Units and Unauthorized Units within a building, or the
13 enlargement of one or more existing units while substantially reducing the size of others by
14 more than 25% of their original floor area, even if the number of units is not reduced. The
15 ~~Planning Commission may reduce the numerical element of this criterion by up to 20% of its~~
16 ~~value should it deem that adjustment is necessary to implement the intent of this Section 317,~~
17 ~~to conserve existing housing and preserve affordable housing.~~

18 (8) "Rear Façade" is defined in Section 102 of this Code.

19 (9) "Removal" shall mean, with reference to a wall, roof or floor structure, its
20 dismantling, its relocation or its alteration of the exterior function by construction of a new
21 building element exterior to it. The infill of an existing exterior opening shall be considered a
22 demolition. Where a portion of an exterior wall is removed, any remaining wall above or below
23 that new opening with a height less than the Building Code requirement for legal head room
24 shall be considered demolished. ~~Where exterior elements of a building are removed and~~
25 ~~replaced for repair or maintenance, in like materials, with no increase in the extent of the~~

1 element or volume of the building, such replacement shall not be considered Removal for the
2 purposes of this Section. Removal and replacement of exterior elements for repair or
3 maintenance pursuant to a Department of Building Inspection Corrections Notice shall not be
4 considered Removal for purposes of this Section 317, provided the replacement uses like
5 materials and does not increase the extent of the removed element or increase the volume of
6 the building. The foregoing does not supersede any requirements for or restrictions on
7 noncomplying structures and their reconstruction as governed by Article 1.7 of this Code.
8 Where an entire building is moved to another location, it shall not be considered Removal for
9 the purposes of this Section. The elevation of an entire building, regardless of height, shall be
10 considered Removal of Horizontal Elements for the purposes of this Section 317.

11 * * * *

12 On

13 (c) **Applicability; Exemptions.**

14 (1) Within the Priority Equity Geographies Special Use District, any Development
15 Application for a permit that would result in the seeks authorization for Removal of one or more
16 Residential ~~Units~~ or Unauthorized Units is required to obtain Conditional Use authorization.

17 (2) Outside the Priority Equity Geographies Special Use District, any
18 Development Application for a permit that would result in the seeks authorization for Removal of
19 one or more Residential ~~Units~~ or Unauthorized Units is required to obtain Conditional Use
20 authorization unless it meets all the following criteria:

21 (A) The project sponsor certifies under penalty of perjury that any The units to
22 be demolished are not tenant occupied and are without a history of evictions under
23 Administrative Code Sections 37.9(a)(8)-(12), ~~or 37.9(a)(14)-(16), or (17)~~ within the last five ~~ten~~
24 years, and have not been vacated within the past five ~~ten~~ years pursuant to a Buyout
25 Agreement, as defined in Administrative Code Section 37.9E, as it may be amended from

1 time to time, regardless of whether the Buyout Agreement was filed with the Rent Board
2 pursuant to Administrative Code Section 37.9(E)(h);

3 (B) No units would be removed or demolished that are:

4 (i) subject to a recorded covenant, ordinance, or law that restricts
5 rents to levels affordable to persons and families of lower- or very low-income within the past
6 ~~five~~ ten years; or

7 (ii) subject to limits on rent increases under the Residential Rent
8 Stabilization and Arbitration Ordinance (Chapter 37 of the Administrative Code) within the past
9 ~~five~~ ten years; or

10 (iii) rented by lower- or very low-income households within the
11 past ~~five~~ ten years;

12 (C) The building proposed for demolition is not an Historic Building as
13 defined in Section 102, and further provided that if the building proposed for demolition was
14 built before 1923, the Planning Department has determined that it does not meet the criteria
15 for designation as an Historic Building as defined in Section 102;

16 (D) The proposed project is adding at least one more Residential Unit
17 than would be demolished;

18 (E) The proposed project complies with the requirements of Section
19 ~~317.2; 66300(d) of the California Government Code, as may be amended from time to time, including~~
20 ~~but not limited to requirements to replace all protected units, and to offer existing occupants of any~~
21 ~~protected units that are lower income households relocation benefits and a right of first refusal for a~~
22 ~~comparable unit, as those terms are defined therein; and~~

23 ~~(F) The project sponsor certifies under penalty of perjury that any units to be~~
24 ~~demolished are not tenant occupied and are without a history of evictions under Administrative Code~~
25 ~~Sections 37.9(a)(8)-(12) or 37.9(a)(14)-(16) within last five years, and have not been vacated within the~~

1 ~~past five years pursuant to a Buyout Agreement, as defined in Administrative Code Section 37.9E, as it~~
2 ~~may be amended from time to time, regardless of whether the Buyout Agreement was filed with the Rent~~
3 ~~Board pursuant to Administrative Code Section 37.9E(h); and~~

4 (G) The project sponsor has conducted one meeting prior to or within
5 20 days of filing a ~~development application~~ Development Application. ~~Following submission of a~~
6 ~~development application, t~~The Planning Department shall not determine a ~~development~~
7 ~~application~~ Development Application to be complete without confirmation that the project
8 sponsor has held at least one meeting conforming to the requirements of this subsection
9 (c)(2)(G) and any additional procedures the Planning Department may establish. The project
10 sponsor shall provide mailed notice of the meeting to the individuals and neighborhood
11 organizations specified in Planning Code Section 333(e)(2)(A) and (C), as well as posted
12 notice as set forth in Planning Code Section 333(e)(1).

13 * * * *

14 (10) **Exception for Certain Unauthorized Units with No Tenant Occupant**
15 **for 10 Years.** The Conditional Use requirement of subsections (c)(1) and (c)(2) shall not apply
16 to an application for a permit that would result in the Removal of an Unauthorized Unit in a
17 one-family dwelling where all of the conditions in subsection (c)(10)(A) are met. To establish
18 eligibility, the owner shall furnish a declaration under penalty of perjury on a form prescribed
19 by the Department, attesting to compliance with all of the conditions in subsection (c)(10)(A).

20 * * * *

21 (B) **Regulatory Agreement.** Sponsors of projects utilizing the
22 Conditional Use Authorization exception in subsection (c)(10) of this Section 317 shall enter
23 into a regulatory agreement with the City subjecting the one-family dwelling to the rent increase
24 limitations of the Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the
25 Administrative Code), as amended from time to time, as a condition of approval of the permit

1 to remove the Unauthorized Unit ("Regulatory Agreement"). The property owner and the
2 Planning Director, or the Director's designee, on behalf of the City, shall execute the
3 Regulatory Agreement, which is subject to review and approval by the City Attorney's Office.
4 The Regulatory Agreement shall be executed prior to the City's issuance of the permit to
5 remove the Unauthorized Unit. Following execution of the Regulatory Agreement by all parties
6 and approval by the City Attorney, the Regulatory Agreement or a memorandum thereof shall
7 be recorded in the title records in the Office of the Assessor-Recorder against the property
8 and the Regulatory Agreement shall be binding on all future owners and successors in
9 interest. The Planning Department shall note the existence of any recorded Regulatory Agreement
10 applicable to the Housing Development Project on a publicly-accessible website. At a minimum, the
11 Regulatory Agreement shall contain the following:

12 (i) A statement that the one-family dwelling is not subject to the
13 Costa-Hawkins Rental Housing Act (California Civil Code Section 1954.50 et seq.) Further,
14 that under Section 1954.52(b), the property owner has entered into and agreed to the terms of
15 the agreement with the City in consideration for other forms of assistance or other direct
16 financial contribution specified in California Government Code Section 65915 et seq.;

17 (ii) A description of the forms of assistance or other direct financial
18 contribution provided to the property owner; and

19 (iii) A description of the remedies for breach of the agreement and
20 other provisions to ensure implementation and compliance with the agreement.

21 * * * *

22 (d) **Demolition.**

23 (1) No permit to Demolish a Residential Building in any zoning district shall be
24 issued until a building permit for the replacement structure is finally approved; Any replacement
25 structure shall comply with Section 317.2 as applicable. A permit to demolish may be approved prior

1 to issuance of a building permit for a replacement structure if ~~unless~~ the building is determined to
2 pose a serious and imminent hazard as defined in the Building Code, but in no case shall the
3 obligation to comply with Section 317.2 be waived. The Zoning Administer may modify the timing of
4 compliance with Section 317.2, as necessary, for demolitions approved prior to issuance of a building
5 permit for a replacement structure due to a determination that the building poses a serious and
6 imminent hazard. A building permit is finally approved if the Board of Appeals has taken final
7 action for approval on an appeal of the issuance or denial of the permit or if the permit has
8 been issued and the time for filing an appeal with the Board of Appeals has lapsed with no
9 appeal filed.

10 * * * *

11 (g) **Conditional Use Criteria.**

12 * * * *

13 (2) **Residential Merger.** The Planning Commission shall consider the following
14 criteria in the review of Development Applications to merge Residential ~~Units~~ or Unauthorized
15 Units:

16 (A) whether the Merger removal of the unit(s) would eliminate only owner
17 occupied housing, and if so, for how long the unit(s) proposed to be removed have been
18 owner occupied;

19 (B) whether ~~removal of the unit(s) and~~ the remaining unit following the
20 Merger with another is intended for owner occupancy;

21 (C) whether the Merger removal of the unit(s) will remove an affordable
22 housing unit as defined in Section 401 of this Code or housing subject to the Residential Rent
23 Stabilization and Arbitration Ordinance;

24 (D) if the Merger removal of the unit(s) removes an affordable housing unit
25 as defined in Section 401 of this Code or units subject to the Residential Rent Stabilization

1 and Arbitration Ordinance, whether replacement housing will be provided which is equal or
2 greater in size, number of bedrooms, affordability, and suitability to households with children
3 to the units being removed;

4 (E) how recently the unit being removed through the Merger was occupied
5 by a tenant or tenants;

6 (F) whether the number of bedrooms provided in the merged unit will be
7 equal to or greater than the number of bedrooms in the separate units;

8 (G) whether removal of the unit(s) is necessary to correct design or
9 functional deficiencies that cannot be corrected through interior alterations;

10 (H) the appraised value of the least expensive Residential Unit proposed
11 for Mmerger only when the Mmerger does not involve an Unauthorized Unit.

12 The Planning Commission shall not approve an application for Residential Merger if
13 any tenant has been evicted pursuant to Administrative Code Sections 37.9(a)(9)~~through~~
14 ~~37.9(a)-(12),~~ (14), or (17) where the tenant was served with a notice of eviction after December
15 10, 2013 if the notice was served within 10 years prior to filing the application for merger.
16 Additionally, the Planning Commission shall not approve an application for Residential Merger
17 if any tenant has been evicted pursuant to Administrative Code Section 37.9(a)(8) where the
18 tenant was served with a notice of eviction after December 10, 2013 if the notice was served
19 within five (5) years prior to filing the application for merger. This subsection (g)(2)(H) shall not
20 apply if the tenant was evicted under Section 37.9(a)(11) or 37.9(a)(14) and the applicant(s)
21 either (A) have certified that the original tenant reoccupied the unit after the temporary eviction
22 or (B) have submitted to the Planning Commission a declaration from the property owner or
23 the tenant certifying that the property owner or the Rent Board notified the tenant of the
24 tenant's right to reoccupy the unit after the temporary eviction and that the tenant chose not to
25 reoccupy it.

1 * * * *

2 **(6) Residential Demolition.** The Planning Commission shall make findings based on
3 the criteria in Section 303(c) when reviewing Development Applications for projects that require both
4 the demolition of a single-family home and construction of a single-family home. The Planning
5 Commission shall make the findings set forth below ~~consider the following additional criteria~~ in the
6 review of Development Applications ~~applications~~ for projects that require either the demolition of two
7 or more Residential Units, or the demolition of a single-family home and construction of two or more
8 Residential Units. ~~Residential Demolition.~~ If the Planning Commission finds the project does not meet
9 at least 80% of these criteria, the application shall be denied. If a criterion does not apply to project,
10 the Commission shall find that criterion to have been met.

11 (A) The property is not subject to an open or unabated notice of violation issued
12 by the Planning Department or Department of Building Inspection at the time the Development
13 Application is submitted.

14 (B) The project does not propose changes to more than 20% of the character
15 defining features of a building that is designated as a landmark under Article 10, is listed as a
16 contributor to an historic district in Article 10, is listed as a Significant or Contributory Building under
17 Article 11, is listed in the California Register of Historical Resources, or is listed on the National
18 Register of Historic Places.

19 (C) The project increases the number of rental units Residential Units subject
20 to the rent increase limitations of the Residential Rent Stabilization and Arbitration Ordinance
21 (Chapter 37 of the Administrative Code) compared to the number of existing Residential Units
22 and Unauthorized Units subject to the rent increase limitations of the Residential Rent
23 Stabilization and Arbitration Ordinance.

24 (D) The project does not require the Residential Demolition of existing, deed-
25 restricted, affordable and/or below market rate housing, or replaces any such housing that is

1 demolished as part of the Development Application.

2 ~~(E)~~ The project increases the number of permanently Affordable Units located
3 on the site.

4 ~~(FE)~~ The project, if ~~three~~ five units or more, increases the number of two or
5 more bedroom units on-site.

6 ~~(GF)~~ The project sponsor has complied with the notice requirements of Section
7 317.2(e)(1) and (e)(2)(i)-(iii), and (vi), and the requirements of Section 317.2(d)(2) to provide a
8 relocation plan for Existing Occupants.

9 ~~(HG)~~ The project results in a net increase of Dwelling Units on-site and number
10 of bedrooms on-site.

11 ~~(H)~~ The project site has been free of Rent Board decisions under Administrative
12 Code section 37.9(l) that there was a wrongful endeavor to recover possession of a rental unit through
13 tenant harassment or adjudicated wrongful evictions, for at least five years before the date the
14 Development Application is submitted.

15 ~~(J)~~ As to vacant units where the prior tenant left within five years before the
16 date the Development Application is submitted pursuant to a Buyout Agreement, that the Buyout
17 Agreement complied with the applicable disclosure requirements as set forth in Administrative Code
18 Section 37.9E, subdivisions (d)(12) and (f)(5).

19 ~~(K)~~ No tenant has vacated any unit in the building within the previous 36
20 months pursuant to a notice to vacate under Administrative Code Section 37.9(a)(8) that was served
21 after the effective date of the ordinance in Board of Supervisors File No. _____.

22 ~~(L)~~ The project is a rental project.

23 ~~(A)~~ whether the property is free of a history of serious, continuing Code
24 violations;

25 ~~(B)~~ whether the housing has been maintained in a decent, safe, and sanitary

1 condition;

2 ~~(C) whether the property is an "historical resource" under CEQA;~~

3 ~~(D) whether the removal of the resource will have a substantial adverse impact~~

4 ~~under CEQA;~~

5 ~~(E) whether the project converts rental housing to other forms of tenure or~~

6 ~~occupancy;~~

7 ~~(F) whether the project removes rental units subject to the Residential Rent~~

8 ~~Stabilization and Arbitration Ordinance or affordable housing;~~

9 ~~(G) whether the project conserves existing housing to preserve cultural and~~

10 ~~economic neighborhood diversity;~~

11 ~~(H) whether the project conserves neighborhood character to preserve~~

12 ~~neighborhood cultural and economic diversity;~~

13 ~~(I) whether the project protects the relative affordability of existing housing;~~

14 ~~(J) whether the project increases the number of permanently affordable units as~~

15 ~~governed by Section 415;~~

16 ~~(K) whether the project locates in-fill housing on appropriate sites in~~

17 ~~established neighborhoods;~~

18 ~~(L) whether the project increases the number of family-sized units on-site;~~

19 ~~(M) whether the project creates new supportive housing;~~

20 ~~(N) whether the project is of superb architectural and urban design, meeting all~~

21 ~~relevant design guidelines, to enhance existing neighborhood character;~~

22 ~~(O) whether the project increases the number of on-site Dwelling Units;~~

23 ~~(P) whether the project increases the number of on-site bedrooms;~~

24 ~~(Q) whether or not the replacement project would maximize density on the~~

25 ~~subject lot; and~~

1 ~~(R) if replacing a building not subject to the Residential Rent Stabilization and~~
2 ~~Arbitration Ordinance, whether the new project replaces all of the existing units with new Dwelling~~
3 ~~Units of a similar size and with the same number of bedrooms.~~

4 **(7) Removal of Unauthorized Units.** In addition to the criteria set forth in
5 subsections (g)(1) through (g)(6) above, the Planning Commission shall consider the criteria
6 below in the review of applications for removal of Unauthorized Units:

7 (A) whether the Unauthorized Unit has been rented within the 10 years
8 preceding the application, excluding any use of the Unauthorized Unit by a blood, adoptive, or
9 step-family relationship, specifically by a grandparent, parent, sibling, child, or grandchild, or
10 the spouse or registered domestic partner of such relations, or by a property owner's spouse
11 or registered domestic partner;

12 (B) whether the Unauthorized Unit has a history of evictions under
13 Administrative Code Sections 37.9(a)(8)-(12), ~~or 37.9(a)(14), or (17)-(16)~~ within the 10 years
14 preceding the application.

15 * * * *

16
17 **SEC. 317.2. CONDITIONS OF APPROVAL FOR PROJECTS THAT REQUIRE THE**
18 **DEMOLITION OF RESIDENTIAL UNITS.**

19 **(a) Purpose; Implementation.** This Section 317.2 is intended to implement and shall be
20 construed consistent with the provisions of California Government Code sections 66300.5 and 66300.6,
21 as they may be amended from time to time. The Planning Commission shall approve, and the Planning
22 Department shall publish on its website, a Replacement Unit Implementation Document (hereafter, the
23 "Implementation Document") containing procedures, regulations, guidelines, notice formats, and
24 application forms, as deemed necessary to assist the Department in ensuring that the relocation
25 assistance and services in this Section 317.2 are available to displaced tenants, as required.

1 and with implementation, monitoring, and enforcement of the policies and procedures of this Section
2 317.2. The Department may update the Implementation Document from time to time and shall seek
3 Planning Commission approval for any significant changes.

4 (b) Definitions. In addition to the definitions in California Government Section 66300.5 and
5 Planning Code Sections Section 102 or Section 401, the following terms shall have the following
6 definitions:

7 “Affordable Housing Cost” is defined in California Health and Safety Code section 50052.5.

8 “Affordable Rent” is defined in California Health and Safety Code section 50053.

9 “Comparable Unit” shall mean a Replacement Unit (and for purposes of subsection
10 317.2(d)(2)(C), a substitute unit) that contains at least the same total number of bedrooms, same total
11 number of full bathrooms, and at least 90 percent of the square footage of the Protected Unit being
12 replaced. However, if one or more single-family homes that qualify as Protected Units are being
13 replaced in a Housing Development Project that consists of two or more units, “Comparable Unit”
14 shall mean either (1) a unit containing the same number of bedrooms if the single-family home contains
15 three or fewer bedrooms, or (2) a unit containing three bedrooms if the single-family home contains
16 four or more bedrooms and a Comparable Unit is not required to have the same or similar square
17 footage or the same number of total rooms.

18 “Demolition” is defined as “Residential Demolition” in Section 317(b)(2).

19 “Existing Occupant” shall mean a Tenant of a unit at the time the owner of a unit applied
20 to demolish the unit or recovered possession of the unit in order for the unit to be demolished.
21 , as defined in Administrative Code Section 37.2(t), on the date the project sponsor submits a
22 Development Application or a preliminary application (whichever occurs first), inclusive of any
23 lawful occupants in the unit, as well as any persons who have vacated a rental unit
24 temporarily while the landlord is carrying out capital improvements or rehabilitation work. A
25 Tenant occupying a unit on the date the project sponsor submitted a Development Application

1 or preliminary application to demolish that unit shall be an Existing Occupant. If there is no
2 Tenant occupying the unit ~~If the unit was vacant on such date, the prior Ttenant shall still qualify~~
3 as an Existing Occupant for purposes of this Section 317.2 if they vacated the unit in any of the
4 following circumstances are true as of the date the project sponsor submitted the Development
5 Application or preliminary application: 1) the Ttenant vacated the unit within the previous five years
6 following a wrongful endeavor to recover possession of the unit through harassment under
7 Administrative Section 37.9(l), where the Rent Board found the Ttenant had vacated the unit
8 because of the harassment or where the Rent Board made a finding of ongoing harassment
9 and the tenant vacated within 12 months after said finding; within the last five years, either
10 due to a wrongful endeavor to recover possession of the unit through harassment as
11 determined by the Rent Board under Administrative Code Section 37.9(l), or alternatively,
12 where the Rent Board determined there was a wrongful endeavor to recover possession of
13 the unit through harassment and the tenant vacated within 12 months after the date of said
14 determination; (2) within the last the Ttenant vacated the unit within the previous five years
15 pursuant to a Buyout Agreement that did not substantially comply with the disclosure requirements set
16 forth in Administrative Code Section 37.9E, subdivisions (d)(12) and (f)(5); or (3) within the last the
17 Ttenant vacated the unit within the previous three years pursuant to a notice to vacate under
18 Administrative Code Section 37.9(a)(8); or 4) the Ttenant vacated the unit within the previous five
19 years pursuant to a notice to vacate under Administrative Code Section 37.9(a)(13); or 5) the
20 Tenant was required to vacate the unit within the previous five years due to a serious and
21 imminent hazard.

22 “Housing Development Project” is defined in California Government Code section
23 65905.5(b)(3).

24 “Lower Income Household” is defined in California Health and Safety Code section 50079.5.

25 “Protected Unit” shall mean a Residential Unit, whether authorized or unauthorized, and

1 whether occupied or vacant, that meets any of the following criteria: (1) has been subject to a recorded
2 covenant, ordinance, or law that restricts rents to levels affordable to persons and families of Lower or
3 Very Low-Income within the past five years; (2) has been subject to any form of rent or price control
4 through San Francisco's valid exercise of its police power within the last five years, including all units
5 subject to the rent increase limitations set forth in Section 37.3 of the Administrative Code; (3) has
6 been rented by a Lower or Very Low-Income Household within the past five years; or (4) was
7 withdrawn from rent or lease in accordance with Chapter 12.75 (commencing with Section 7060) of
8 Division 7 of Title 1 of the California Government Code) within the past 10 years.

9 "Replacement Unit" shall mean a Residential Unit that replaces a demolished Protected Unit in
10 a new Housing Development Project and that complies with the requirements of this Section 317.2.
11 The Department shall note the existence of Replacement Units on a publicly-accessible website.

12 "Tenant" is defined in Administrative Code Section 37.2(t) and shall include any lawful
13 occupants of the unit, as well as any persons who have vacated the unit temporarily while the
14 landlord is carrying out capital improvements or rehabilitation work.

15 "Very Low Income Household" is defined in California Health and Safety Code section 50105.

16 (c) **No Net Loss of Residential Units.** Notwithstanding any other law including local density
17 requirements, a Housing Development Project that will require the demolition of one or more
18 Residential Units, whether authorized or unauthorized, shall include at least as many Residential Units
19 as will be demolished or as existed on the project site within the last five years preceding the date of the
20 Development Application, whichever is greater.

21 (d) **Projects that Require Demolition of Protected Units.** Notwithstanding any other law
22 including local density requirements, a development project that will require the demolition of
23 occupied or vacant Protected Units, or that is located on a site where Protected Units were demolished
24 in the five years preceding the date the project sponsor submits a Development Application, shall not
25 be approved unless the project meets all of the following requirements:

1 **(1) Replacement of Protected Units.** *The project shall replace all existing Protected*
2 *Units and all Protected Units demolished on or after January 1, 2020 with Comparable Units. Except*
3 *as otherwise provided in this Section 317.2, for purposes of this subsection (d)(1), the term “replace”*
4 *shall have the same meaning as provided in Government Code sections 65915(c)(3)(B) and (C) and as*
5 *further described below. Replacement Units subject to an affordability restriction shall remain*
6 *affordable for the Life of the Project, as defined in Section 401.*

7 **(A) Demolition and Replacement of Units Occupied by Lower-Income**
8 **Households.** *Except as provided in subsection 317.2(d)(2)(D), for projects proposing to demolish*
9 *buildings that include Protected Units that were occupied by Lower-Income Households at the time of*
10 *the Development Application, the project sponsor shall replace such Protected Units with Comparable*
11 *Units at an affordable housing cost to persons and families in the same or lower income categories as*
12 *those households in occupancy or presumed to be in occupancy as described in Section*
13 *65915(c)(3)(B)(i). Such units shall be occupied by persons and families in the same or lower income*
14 *categories as those households in occupancy or presumed to be in occupancy as described in Section*
15 *65915(c)(3)(B)(i). Comparable Units in rental projects must be made available at an affordable rent*
16 *or the prior rental rate, whichever is lower. Housing Development Projects in which 100 percent of the*
17 *units, exclusive of a manager’s unit or units, are reserved for Lower Income Households, may comply*
18 *with subsection (d)(1)(A) by providing at least the same total number of units and the total aggregate*
19 *number of bedrooms as the Protected Units being replaced on the project site.*

20 **(B) Demolition and Replacement of Units Occupied by ~~With~~ Above Lower-**
21 **Income Households.** *For projects proposing to demolish buildings with Protected Units that were*
22 *occupied by above Lower-Income Households, the project sponsor shall replace those units with*
23 *Comparable Units. Comparable Units in Rental Projects shall be subject to the rent increase*
24 *limitations of Chapter 37 of the Administrative Code. Comparable Units in Ownership Projects, as*
25 *defined by Section 401 of this Code, shall be made available to and occupied by Lower-Income*

1 Households. The project sponsor shall consent to such restrictions in a Regulatory Agreement
2 approved by the Planning Department.

3 **(C) Vacant or Demolished Units.** If all Protected Units have been vacated or
4 demolished within the five years preceding the Development Application, then the project sponsor shall
5 replace those units with Comparable Units based on the number of Lower-Income Households in
6 occupancy or presumed to be in occupancy at the highpoint in the preceding five years, as described in
7 California Government Code Section 65915(c)(3)(B)(ii). Housing Development Projects in which 100
8 percent of the units, exclusive of a manager's unit or units, are reserved for Lower Income Households,
9 may comply with this subsection (d)(1)(C) by providing at least the same total number of units and the
10 total aggregate number of bedrooms as the Protected Units being replaced on the project site.

11 **(D) Accessibility Requirements.** Any demolished Protected Unit that was an
12 accessible unit under California Building Code Chapter 11A shall be replaced with an accessible
13 Comparable Unit.

14 **(E) Inclusionary Requirements.** Replacement Units constructed pursuant to
15 this subsection (d)(1) shall be considered in determining whether the Housing Development Project
16 satisfies the requirements of California Government Code Section 65915, or any on-site affordable
17 housing requirements under Section 415 et seq. of this Code.

18 **(F) Non-Housing Development Projects.** If a project that proposes to demolish
19 Protected Units is not a Housing Development Project, the project sponsor shall ensure that any
20 Replacement Units are developed prior to or concurrently with the non-housing development project.
21 Such Replacement Units shall be Comparable Units, and may be located on a site other than the non-
22 housing development project site but shall be located within San Francisco and within one mile of the
23 project site. The project sponsor may contract with another entity to develop the required Replacement
24 Units. Any Replacement Units developed as part of a separate project under this subsection (d)(1)(F)
25 shall be in addition to any Replacement or Inclusionary Units required for that separate project; and

1 shall be in addition to any Replacement Units included in the separate project to meet the requirements
2 of this subsection (d)(1)(F) for any other project; and shall not be located within any project that
3 receives a public subsidy or that will become property of the San Francisco Housing Authority. The
4 Implementation Document shall contain guidelines as deemed necessary to assist with implementation,
5 monitoring, and enforcement of this subsection (d)(1)(F).

6 (G) **Exceptions.** Consistent with California Government Code Section
7 66300.6(b)(1)(C), this subsection (d)(1) does not require a Replacement Unit where (i) the project is an
8 industrial use; (ii) the project site is entirely within a zone that does not allow Residential uses; (iii) the
9 zoning applicable to the project site that does not allow Residential uses was adopted prior to January
10 1, 2022; and (iv) the Protected Units that are or were on the project site are or were nonconforming
11 uses.

12 (2) **Protections for Existing Occupants.** A Development Application shall not be
13 approved unless the project sponsor complies with the requirements of subsections (d)(2)(A)-(D), and
14 has provided all Existing Occupants notice of their rights under subsections (d)(2)(A)-(D). The project
15 sponsor shall include a compliant relocation plan with their Development Application. To ensure
16 that Existing Occupants are provided the relocation assistance and services required by this
17 Section 317.2, the ~~The~~ Implementation Document shall include minimum standards for notices to be
18 provided informing Existing Occupants of their rights, and a compliant relocation plan, as well as
19 instructions and guidelines on how a project sponsor or a relocation specialist hired by the project
20 sponsor can comply with the requirements in this subsection (d)(2). The Department may impose a fee
21 for the review of a relocation plan.

22 (A) **Right to Remain.** Existing Occupants who are Lower-Income Households
23 shall be allowed to occupy their units until three months before the start of construction activities.
24 Existing Occupants who are ~~not~~ above Lower-Income Households shall be allowed to occupy their
25 units until six months before the start of construction activities. A project sponsor may allow an

1 Existing Occupant to remain beyond three or six months before the start of construction activities.

2 (i) The project sponsor shall provide Existing Occupants, with a copy to
3 the Planning Department and Rent Board, written notice of the planned demolition, the date they must
4 vacate, and their rights under this Section 317.2. The notice shall be provided in writing, by certified
5 mail, at least six months in advance of the date that Existing Occupants must vacate, and shall be in
6 addition to any other notices that may be required by law. This notice shall include the following text
7 in at least 14 point bold face type: "This notice is not an eviction notice. It is not notice that you must
8 vacate the building or that your tenancy is being ended. It is to inform you about your rights under
9 Section 317.2 of the San Francisco Planning Code."

10 (ii) The notice in subsection (d)(2)(A)(i) shall be sent by certified mail
11 and provided in the Required languages, and in languages spoken by a Substantial Number of Limited
12 English Speaking Persons, as those terms are defined in Administrative Code Chapter 91.

13 **(B) Right to Return if Demolition Does Not Proceed.** Any Existing Occupants
14 who vacate their units following receipt of the notice required by subsection (A) shall be allowed
15 to return at their prior rental rate, as adjusted in accordance with the provisions of Administrative
16 Code Chapter 37, if the demolition does not proceed and the property is returned to the rental market.
17 The project sponsor shall follow any applicable guidelines in the Implementation Document regarding
18 the offer and acceptance of a right to return if demolition does not proceed.

19 **(C) Right to Relocation Assistance.** The Department shall ensure that
20 Project sponsors shall provide relocation assistance to Existing Occupants as follows:

21 (i) All displaced households regardless of income level shall receive
22 relocation assistance equivalent to the amounts required under Administrative Code Section 37.9A(e).

23 (ii) When the displaced household is Lower-Income, the project sponsor
24 shall provide the additional relocation assistance as set forth in subparagraphs a., b., or c of this
25 subsection (d)(2)(C). The project sponsor shall continue to provide this additional assistance until they

1 have discharged their obligation to offer the household a permanent Comparable Unit under
2 subsection (d)(2)(D), or until 42 months have elapsed since the displacement occurred, whichever
3 comes first. The Department shall review and verify the adequacy of the project sponsor's relocation
4 assistance plan before it finally approves the demolition permit, shall assist project sponsors and
5 displaced households to ensure consistent implementation of the plans, and may contract with third-
6 party relocation specialists to assist with these functions.

7 **a. Substitute Housing.** The project sponsor shall secure a
8 substitute unit for the household that is Comparable and is located in San Francisco, commencing on
9 the date that the household would be required to vacate their original unit. The rent shall be not
10 greater than the rent that the household was paying before the displacement. The project sponsor shall
11 follow any applicable procedures in the Implementation Document regarding the offer and acceptance
12 of the substitute unit. If the household accepts the offer of a substitute unit, their tenancy in that unit
13 shall be subject to all applicable provisions of Administrative Code Chapter 37. If the household does
14 not accept the offer of a substitute unit, the project sponsor shall provide relocation assistance under
15 subparagraphs b. or c.

16 **b. Standardized Payment.** The project sponsor shall provide the
17 household standardized financial payments to assist with the relocation, commencing three months
18 after the date that the household vacated their original unit. The payments shall occur monthly in an
19 amount equivalent to the difference between the maximum monthly rent for that household and unit
20 type as published by MOHCD, and the San Francisco Housing Authority Payment Standard for that
21 unit size (or the amount that the household is paying for interim housing, whichever is less).

22 **c. Individualized Relocation Process.** Consistent with California
23 Government Code Section 66300.6(b)(4)(A), the project sponsor shall provide the household financial
24 payments in the amounts required to be paid by public entities under California Government Code
25 Sections 7260-7277, as amended from time to time. The Department's Implementation Document shall

1 include procedures and guidelines for project sponsors who wish to provide relocation assistance
2 under this option.

3 (iii) The Department shall develop procedures for Lower-Income
4 Households to provide the Department and project sponsor confirmation at least once every twelve
5 months that they remain eligible for the additional relocation assistance described in subparagraphs a.
6 or b. of subsection (ii), as applicable, and that they intend to occupy a Comparable Unit under
7 subsection (d)(2)(D) upon completion, as a condition of receiving the additional relocation assistance.
8 Information related to a displaced household's source of income shall be treated as confidential
9 information.

10 (iv) If paying relocation assistance under subparagraphs a. or b. of
11 subsection (ii) would constitute an undue financial hardship for the project sponsor in light of all of the
12 resources available to them, the project sponsor may file a written request with the Rent Board for a
13 hardship adjustment, on a form provided by the Rent Board and with supporting evidence. The Rent
14 Board, or its designated Administrative Law Judges, may order a payment plan or any other relief they
15 determine is justified following a hearing on the request.

16 (v) The relocation assistance set forth in this Section 317.2(d)(2)(C) is
17 not intended to affect any assistance the displaced household may be entitled to under federal or state
18 law. If a displaced household is also entitled to receive relocation assistance under Chapter 37 of the
19 Administrative Code, then the project sponsor may apply the amounts paid under Chapter 37 as a
20 credit against the amounts required under this Section 317.2(d)(2)(C).

21 **(D) Right of First Refusal For Comparable Units.** The project sponsor shall
22 offer Comparable Units to Existing Occupants of Protected Units as set forth below. The City shall not
23 issue a Temporary or Final Certificate of Occupancy unless the Planning Department has certified that
24 the project sponsor has complied with these requirements, the applicable notice rules under subsection
25 (E), as well as any offer and acceptance procedures and guidelines set forth in the Department's

1 Implementation Document.

2 (i) The project sponsor shall provide above Lower-Income Households a
3 right of first refusal for a Comparable Unit available in the new housing development, or if the
4 development is not a housing development, in a Comparable Unit associated with the new development,
5 provided such development is a rental housing development.

6 (ii) The project sponsor shall provide Lower-Income Households a right
7 of first refusal for a Comparable Unit available in the new housing development, or if the development
8 is not a housing development, in any required Comparable Units associated with the new development
9 at an affordable rent or an affordable housing cost. To ensure the Comparable Unit is affordable to
10 the Lower Income Household, the project sponsor shall offer the unit either at the Existing Occupant's
11 prior rental rate (plus any annual rent increases that may have been allowed under Administrative
12 Code Sections 37.3(a)(1)-(2)) or at an Affordable Rent, whichever is lower; or at an Affordable
13 Housing Cost. If a Lower-Income Household has been accepting relocation assistance in the form of a
14 substitute housing unit, their decision not to accept a Comparable Unit under this subsection (ii) shall
15 not affect their right to continue occupying the substitute housing unit. If a Lower-Income Household
16 accepts a Comparable Unit at their prior rental rate which is lower than the Affordable Rent, any
17 annual rent increase shall be governed by Administrative Code Section 37.3(a)(1)-(2) for the duration
18 of the Lower-Income Household's tenancy. At the conclusion of the tenancy, the Comparable Unit
19 shall be an Affordable Unit subject to the requirements of Section 415 and the Inclusionary Affordable
20 Housing Procedures Manual.

21 (iii) Consistent with California Government Code Sections
22 66300.6(b)(4)(B)(i)-(iii), Existing Occupants shall not have a right of first refusal under this subsection
23 (D) to a Comparable Unit in any of the following circumstances:

24 a. a development project that consists of a single residential unit
25 located on a site where a single Protected Unit is being demolished;

1 b. units in a Housing Development Project in which 100 percent
2 of the units, exclusive of a manager's unit or units, are reserved for Lower-Income Households, except
3 in the case of an Existing Occupant of a Protected Unit who qualifies for residence in the new
4 development and for whom providing a Comparable Unit would not be precluded due to unit size
5 limitations or other requirements of one or more funding source of the housing development; or

6 c. a development project that meets the requirements set forth in
7 California Government Code Section 66300.6(b)(1)(C).

8 (e) **Notice Requirements.** In addition to any other notices required by this Code, a project
9 sponsor shall comply with the notice requirements under subsections (e)(1) and (e)(2), below. The
10 Department shall create forms to assist project sponsors in providing these notices, and may include
11 additional rules and guidelines in the Replacement Unit Implementation Document. The project
12 sponsor shall provide copies of these notices to the Department at the time they provide them to the
13 Existing Occupants, unless otherwise specified. The Department shall also develop forms for Existing
14 Occupants to keep the project sponsor and Department apprised of future changes of physical address,
15 telephone number, and electronic mail.

16 (1) **Posted Notice at Site.** Within seven days of receiving notice that their Development
17 Application is complete or has been deemed complete, the project sponsor shall place posters at the
18 subject property that includes the content set forth in Section 333(d). The posters shall comply with the
19 requirements of Section 333(e)(1), and shall remain at the property until the Department issues a
20 Planning Approval Letter or until the project sponsor withdraws or cancels the application. This
21 notice shall be in addition to any notices required by the Building Code or any other State or local law.
22 In addition to the locations required by Section 333(e)(1), the project sponsor shall also place posters
23 in at least one high-traffic area used by tenant households. The requirements of this subsection
24 317.2(e)(1) may be modified upon a determination by the Zoning Administrator that a different location
25 for the poster would provide better notice or that physical conditions make this requirement impossible

1 or impractical, in which case the notice shall be posted as directed by the Zoning Administrator.

2 **(2) Notifications to Existing Occupants.** Project sponsors must provide notice to
3 Existing Occupants as set forth below, and as further required in the Implementation Document, by
4 certified mail and email, in the Required languages and in languages spoken by a Substantial Number
5 of Limited English Speaking Persons as those terms are defined in Administrative Code Chapter 91.

6 **(A) Notice of Right to Remain.** Project sponsors shall notify all Existing
7 Occupants of their right to remain consistent with Section 317.2(d)(2)(A).

8 **(B) Notice of Right to Relocation Benefits.** Project sponsors shall notify all
9 Existing Occupants of their right to relocation assistance under Section 317.2(d)(2)(C). Such notice
10 shall include information on relocation specialists and relocation payments.

11 **(C) Notice of a Right of First Refusal.** Project sponsors shall notify all
12 Existing Occupants of their right of first refusal for a Comparable Unit under Section 317.2(d)(2)(D).
13 Any household that intends to exercise this right must inform the project sponsor within 180 days of
14 receiving the notice, with a copy to the Planning Department and the Rent Board. The Implementation
15 Document shall include guidelines for satisfying this section, including procedures and timelines for
16 accepting a Replacement Unit.

17 **(D) Notice of Major Milestones for Existing Occupants who Intend to**
18 **Exercise a Right of First Refusal.** Project sponsors shall notify all Existing Occupant of major
19 milestones in the development process, including but not limited to:

- 20 (i) the start of construction;
21 (ii) on at least a bi-annual basis, the anticipated date of when
22 occupancy will be available;
23 (iii) at least 180, 90, and 30 days in advance of the anticipated
24 availability of the unit prior to the issuance of the Temporary or Final Certificate of Occupancy;
25 (iv) when the Temporary Certificate of Occupancy is issued; and

1 (v) when the Final Certificate of Occupancy is issued.

2 **(E) Notice of Replacement Unit Availability for Right of First Refusal.** Project
3 sponsors shall make offers of Replacement Units in writing by certified mail and electronic mail and
4 shall file a copy of the offer with the Planning Department within 15 days of the offer. The Existing
5 Occupant shall have 30 days from receipt of the offer to notify the project sponsor whether they accept
6 or reject the offer, and if they accept, shall occupy the unit within 60 days of receipt of the offer or
7 when the project receives its Temporary or Final Certificate of Occupancy for the Replacement Unit,
8 whichever occurs last. Nothing in this section shall preclude tenants from contacting the project
9 sponsor to inquire about progress throughout the construction period, or the leasing or sales process.

10 **(F) Notice of Right to Return if Demolition Does Not Proceed.** The project
11 sponsor shall notify all Existing Occupants of their right to return to their former rental unit at their
12 prior rental rate if a Development Project does not proceed and the property is returned to the rental
13 market, at least 30 days prior to returning the property to the rental market.

14 **(f) Private Right of Action; Civil Penalties.**

15 (1) An aggrieved tenant, or any organization with tax exempt status under United
16 States Code Section 501(c)(3) or 501(c)(4) non-profit with that has a primary mission of
17 protecting tenants in San Francisco that is acting on behalf of an aggrieved tenant, may file a civil
18 action for monetary damages and/or injunctive relief against any project sponsor, including any
19 person(s) acting on their behalf and any successors-in-interest, to enforce violations of this Section
20 317.2.

21 (2) A prevailing tenant may be awarded compensatory damages. In addition, for
22 violations of subsection (d)(2) a court may impose civil penalties up to \$10,000 per violation, treble
23 damages for willful violations, civil penalties up to \$5,000 per violation depending upon the severity of
24 the violation if the tenant is 65 years or older or disabled, and for violations of subsection (d)(2)(B)
25 punitive damages in an amount that does not exceed the total rent the Existing Occupant owed for the

1 six months before they vacated the unit. The prevailing party shall be awarded reasonable attorneys'
2 fees and costs.

3 (3) The remedies in this paragraph are not exclusive and do not preclude any tenant or
4 the City from seeking any other legal or equitable remedies, penalties, or punitive damages as provided
5 by law.

6 (4) This subsection (f) does not impose liability on a party for violating the notification
7 requirements of subsection (e)(2)(D), so long as the party can demonstrate substantial compliance with
8 those requirements.

9 (g) **Other Tenant Rights and Privileges.** All tenants of Replacement Units shall have the same
10 rights and privileges of other tenants in the same building or complex, as applicable and if provided
11 generally in the development, with respect to common space amenities, entry into the building, and
12 building services, including access to laundry facilities, gardens or yards, health facilities and
13 recreational space, property management and security services, repairs and maintenance, access to
14 any parking spaces, access to doors and keys, and building rules and regulations.

15
16 **SEC. 333. PUBLIC NOTIFICATION PROCEDURES.**

17 * * * *

18 **(d) Content of Notice.**

19 (1) All notices provided pursuant to this Section 333 shall have a format and
20 content determined by the Zoning Administrator, and shall at a minimum include the following:

21 * * * *

22 (C) the basic details of the project, including whether the project is a
23 demolition, new construction, alteration, or change of use; and basic details comparing the
24 existing and proposed conditions at the property including building height, number of stories,
25 dwelling unit count, number of parking spaces, and the use of the building; ~~and~~

1 (D) instructions on how to access the online notice and plan sets for the
2 project, including how to obtain paper copies of the plan sets, and additional information for
3 any public hearings required by the Planning Code and for which public notification is required
4 for a development application: the date, time and location of the hearing; instructions for how
5 to submit comments on the proposed project to the hearing body; and an explanation as to
6 why the hearing is required; and

7 (E) if the Project requires the demolition of Residential or Unauthorized Units,
8 as those terms are defined in Sections 102 and 317, the notice shall also include information regarding
9 Section 317.2, including information about the protections for Existing Occupants as described in
10 Section 317.2(d)(2).

11 * * * *

12 13 **SEC. 415.4. IMPOSITION OF REQUIREMENTS.**

14 * * * *

15 (g) The Planning Department shall note the existence of any units provided under Section
16 415.6 in a Housing Development Project on a publicly-accessible website.

17 18 **SEC. 415.5. AFFORDABLE HOUSING FEE.**

19 The fees set forth in this Section 415.5 will be reviewed when the City completes an
20 Economic Feasibility Study. Except as provided in Section 415.5(g), all development projects
21 subject to this Program shall be required to pay an Affordable Housing Fee subject to the
22 following requirements:

23 (a) Timing of Fee Payments. The fee shall be paid to DBI for deposit into the Citywide
24 Affordable Housing Fund at the time required by Section 402(d).

25 (b) Amount of Fee. The amount of the fee that may be paid by the project sponsor

subject to this Program shall be determined by MOHCD utilizing the following factors:

* * * *

(7) If the principal project has resulted in demolition, ~~conversion, or removal~~ of affordable housing units that are subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate-, low- or very low-income, or housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power and determined to be affordable housing, the project sponsor shall comply with Section 317.2. ~~the Commission or the Department shall require that the project sponsor pay the Inclusionary Affordable Housing Fee equivalent for the number of affordable units removed, in addition to compliance with the inclusionary requirements set forth in this Section.~~

SEC 415.6. ON-SITE AFFORDABLE HOUSING ALTERNATIVE.

If a project sponsor elects to provide on-site units pursuant to Section 415.5(g), the development project shall meet the following requirements:

(a) **Number of Units.** The number of units constructed on-site shall be as follows:

* * * *

(12) If the Principal Project has resulted in demolition, ~~conversion, or removal~~ of affordable housing units that are subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate-, low- or very-low-income, or housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power and determined to be affordable housing, the project sponsor shall comply with Section 317.2. ~~the Commission or the Department shall require that the project sponsor replace the number of Affordable Units removed with units of a comparable number of bedrooms and sales prices or rents, in addition to compliance with the requirements set forth in this Section.~~

1 * * * *

2
3 **SEC 415.7. OFF-SITE AFFORDABLE HOUSING ALTERNATIVE.**

4 If the project sponsor elects pursuant to Section 415.5(g) to provide off-site units to
5 satisfy the requirements of Sections 415.1 et seq., the project sponsor shall notify the
6 Planning Department and MOHCD of its intent prior to approval of the project by the Planning
7 Commission or Department. The Planning Department and MOHCD shall provide an
8 evaluation of the project's compliance with this Section 415.7 prior to approval by the Planning
9 Commission or Planning Department. The development project shall meet the following
10 requirements:

11 (a) **Number of Units:** The number of units constructed off-site shall be as follows:

12 * * * *

13 (7) If the principal project or the off-site project has resulted in demolition,
14 ~~conversion, or removal~~ of affordable housing units that are subject to a recorded covenant,
15 ordinance, or law that restricts rents to levels affordable to persons and families of moderate-,
16 low- or very low-income, or housing that is subject to any form of rent or price control through
17 a public entity's valid exercise of its police power and determined to be affordable housing, the
18 project sponsor shall comply with Section 317.2. ~~the Commission or the Department shall require that~~
19 ~~the project sponsor replace the number of affordable units removed with units of a comparable~~
20 ~~number of bedrooms and sales prices or rents, in addition to compliance with the inclusionary~~
21 ~~requirements set forth in this Section.~~

22 * * * *

23
24 Section 4. Chapter 37 of the Administrative Code is hereby amended by revising
25 Sections 37.2, 37.3, 37.8B, 37.9, 37.9A, and 37.9E, to read as follows:

1 **SEC. 37.2. DEFINITIONS.**

2 * * * *

3 (r) Rental Units. All residential dwelling units in the City together with the land and
4 appurtenant buildings thereto, and all housing services, privileges, furnishings, and facilities
5 supplied in connection with the use or occupancy thereof, including garage and parking
6 facilities.

7 * * * *

8 (4) Except as provided in subsections (A)-(D), dwelling units whose rents are
9 controlled or regulated by any government unit, agency, or authority, excepting those
10 unsubsidized and/or unassisted units which are insured by the United States Department of
11 Housing and Urban Development; provided, however, that units in unreinforced masonry
12 buildings which have undergone seismic strengthening in accordance with Existing Building
13 Code Chapters 5B and 5C~~16B and 16C~~ shall remain subject to the Rent Ordinances to the
14 extent that the ordinance is not in conflict with the seismic strengthening bond program or with
15 the program's loan agreements or with any regulations promulgated thereunder;

16 * * * *

17 (D) The term "rental units" shall include (i) Accessory Dwelling Units
18 constructed pursuant to Section 207.1 of the Planning Code and that have received a
19 complete or partial waiver of the density limits and the parking, rear yard, exposure, or open
20 space standards from the Zoning Administrator pursuant to Planning Code Section 307(I); (ii)
21 New Unit(s) constructed and funded pursuant to Administrative Code Chapter 85; (iii) new
22 dwelling units created pursuant to the density exception set forth in Section 207(c)(8) of the
23 Planning Code; (iv) new dwelling units created pursuant to the HOME-SF Program set forth in
24 Section 206.3(c)(1)(B) of the Planning Code; (v) new dwelling units created pursuant to the
25 density exception set forth in Section 249.94(d)(1) of the Planning Code; ~~and~~ (vi) dwelling

units that obtain the exemption from the conditional use authorization set forth in Section 317(c)(10) of the Planning Code; and (vii) any unit subject to a Regulatory Agreement imposing the rent increase limitations of this Chapter 37, including Replacement Units created under Planning Code Sections 317.2(d)(1)(B) or (d)(2)(D)(ii).

* * * *

SEC. 37.3. RENT LIMITATIONS.

(a) **Rent Increase Limitations for Tenants in Occupancy.** Landlords may impose rent increases upon tenants in occupancy only as provided below and as provided by subsections 37.3(d) and 37.3(g):

* * * *

(3) **Capital Improvements, Rehabilitation, and Energy Conservation Improvements, and Renewable Energy Improvements.** A landlord may impose rent increases based upon the cost of capital improvements, rehabilitation, energy conservation improvements, or renewable energy improvements, provided that such costs are certified pursuant to Sections 37.7 and 37.8B below; provided further that where a landlord has performed seismic strengthening in accordance with Existing Building Code Chapters 5B and 5C16B and 16C, no increase for capital improvements (including but not limited to seismic strengthening) shall exceed, in any 12 month period, 10 percent of the tenant's base rent, subject to rules adopted by the Board to prevent landlord hardship and to permit landlords to continue to maintain their buildings in a decent, safe and sanitary condition. A landlord may accumulate any certified increase which exceeds this amount and impose the increase in subsequent years, subject to the 10 percent limitation. Nothing in this subsection shall be construed to supersede any Board rules or regulations with respect to limitations on increases based upon capital improvements whether performed separately or in conjunction with

1 seismic strengthening improvements pursuant to Existing Building Code Chapters 5B and
2 5C16B and 16C.

3 * * * *

4 (d) **Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50. et seq.).**

5 Consistent with the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50. et seq.)
6 and regardless of whether otherwise provided under Chapter 37:

7 (1) **Property Owner Rights to Establish Initial and All Subsequent Rental**
8 **Rates for Separately Alienable Parcels.**

9 (A) An owner of residential real property may establish the initial and all
10 subsequent rental rates for a dwelling or a unit which is alienable separate from the title to any
11 other dwelling unit or is a subdivided interest in a subdivision as specified in subdivision (b),
12 (d), or (f) of Section 11004.5 of the California Business and Professions Code. The owner's
13 right to establish subsequent rental rates under this subsection (d)(1)(A) shall not apply to a
14 dwelling or unit where either of the following apply:

15 * * * *

16 (ii) The preceding tenancy has been terminated by the owner by
17 notice pursuant to California Civil Code Section 1946.1 or has been terminated upon a change
18 in the terms of the tenancy noticed pursuant to California Civil Code Section 827; in such
19 instances, the rent increase limitation provisions of Chapter 37 shall continue to apply for the
20 duration of the new tenancy in that dwelling or unit.

21 ~~(B)(C)~~ An owner's right to establish subsequent rental rates under
22 Subsection 37.3(d)(1) shall not apply to a dwelling or unit which contains serious health,
23 safety, fire or building code violations, excluding those caused by disasters, for which a
24 citation has been issued by the appropriate governmental agency and which has remained
25 unabated for six months or longer preceding the vacancy.

1 ~~(C)(D)~~ An owner's right to establish subsequent rental rates under
2 subsection 37.3(d)(1) shall not apply to a dwelling or unit that is a new dwelling unit created
3 pursuant to the Code provisions specified in subsection 37.2(r)(4)(D), or a dwelling unit that
4 utilizes the Code provisions specified in subsection 37.2(r)(4)(D).

5 * * * *

6 (f) **Costa-Hawkins Vacancy Control.** Where a landlord has terminated the previous
7 tenancy as stated in either subsection (1), (2) or (3) below, for the next five years from the
8 termination, the initial base rent for the subsequent tenancy shall be a rent not greater than
9 the lawful rent in effect at the time the previous tenancy was terminated, plus any annual rent
10 increases available under this Chapter 37. This Section 37.3(f) is intended to be consistent
11 with California Civil Code Section 1954.53(a)(1)(A)-(B).

12 (1) Where the previous tenancy was terminated by a notice of termination of
13 tenancy issued under California Civil Code Section 1946.1 stating the ground for recovery of
14 possession under Sections 37.9(a)(8), (9), (10), (11), ~~or (14)~~, or (17) of this Code. For
15 purposes of the termination of tenancy under Section 37.9(a)(9), the initial rent for the unit
16 may be set by a subsequent bona fide purchaser for value of the condominium.

17 * * * *

18
19 **SEC. 37.8B. EXPEDITED HEARING AND APPEAL PROCEDURES FOR CAPITAL**
20 **IMPROVEMENTS RESULTING FROM SEISMIC WORK ON UNREINFORCED MASONRY**
21 **BUILDINGS PURSUANT TO BUILDING CODE CHAPTERS 5B AND 5C~~16B AND 16C~~**
22 **WHERE LANDLORDS PERFORMED THE WORK WITH A UMB BOND LOAN.**

23 This section contains the exclusive procedures for all hearings concerning
24 certification of the above-described capital improvements. Landlords who perform such work
25 without a UMB bond loan are subject to the capital improvement certification procedures set

1 forth in Section 37.7 above.

2 (a) **Requirements for Certification.** The landlord must have completed the capital
3 improvements in compliance with the requirements of Existing Building Code Chapters 5B and
4 ~~5C16B and 16C~~. The certification requirements of Section 37.7(b)(2) and (b)(3) are also
5 applicable.

6 * * * *

7 (c) **Eligible Items; Costs.** Only those items required in order to comply with Existing
8 Building Code Chapters 5B and 5C16B and 16C may be certified. The allowable cost of such
9 items may not exceed the costs set forth in the Mayor's Office of Economic Planning and
10 Development's publication of estimated cost ranges for bolts plus retrofitting by building
11 prototype and/or categories of eligible construction activities.

12 * * * *

14 **SEC. 37.9. EVICTIONS.**

15 Notwithstanding Section 37.3, this Section 37.9 shall apply as of August 24, 1980, to all
16 landlords and tenants of rental units as defined in Section 37.2(r).

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

18 * * * *

19 (10) The landlord seeks to recover possession in good faith in order to demolish
20 or to otherwise permanently remove ~~the~~ individual rental unit(s) within a building rather than all
21 the units from housing use and has obtained all the necessary permits on or before the date
22 upon which notice to vacate is given, and does so without ulterior reasons and with honest
23 intent; ~~provided that a landlord who seeks to recover possession under this Section 37.9(a)(10) shall~~
24 subject to the payment of relocation expenses as provided in Section 37.9C ~~except that a landlord~~
25 ~~who seeks to demolish an unreinforced masonry building pursuant to Building Code Chapters 16B and~~

1 ~~16C and must provide the tenant with the relocation assistance specified in Section 37.9A(f) below~~
2 ~~prior to the tenant's vacating the premises; or~~

3 (11) The landlord seeks in good faith to remove temporarily the unit from
4 housing use in order to be able to carry out capital improvements or rehabilitation work that
5 would make the unit hazardous, unhealthy, and/or uninhabitable while work is in progress,
6 and has obtained all the necessary permits on or before the date upon which notice to vacate
7 is given, and does so without ulterior reasons and with honest intent. Any tenant who vacates
8 the unit under such circumstances shall have the right to reoccupy the unit at the prior rent
9 adjusted in accordance with the provisions of this Chapter 37. The landlord may require the
10 tenant to vacate the unit only for the minimum time required to do the work.

11 (A) On or before the date upon which notice to vacate is given, the
12 landlord shall: (i) advise the tenant in writing that the rehabilitation or capital improvement
13 plans are on file with the Central Permit Bureau of the Department of Building Inspection and
14 that arrangements for reviewing such plans can be made with the Central Permit Bureau, and
15 (ii) provide the tenant a disclosure form prepared by the Board that advises the tenant of the
16 tenant's right to return; ~~and~~ (iii) provide the tenant a form prepared by the Board that the
17 tenant can use to keep the Board apprised of any future change in address; and (iv) provide the
18 tenant a form prepared by the Board that lower-income tenants can use to seek additional monthly
19 relocation assistance under subsection (D).

20 * * * *

21 (C) The tenant shall not be required to vacate pursuant to this Section
22 37.9(a)(11); for a period in excess of three months; provided, however, that such time period
23 may be extended by the Board (including its Administrative Law Judges) upon application by
24 the landlord.

25 (i) In reviewing an application for an extension of time, the Board

1 shall first determine whether the landlord has demonstrated that all of the work is reasonable
2 and necessary to meet state or local requirements concerning the safety or habitability of the
3 building or the unit, rather than elective in nature. If so, the Board shall only consider whether
4 the landlord has delayed in seeking the extension; and the reasonableness of the landlord's
5 time estimate.

6 (ii) Alternatively, if the Board determines that not all of the work is
7 reasonable and necessary to meet state or local requirements concerning the safety or
8 habitability of the building or the unit, the Board shall consider the degree to which the work is
9 elective in nature; whether any tenants have objected that the cost of securing alternative
10 housing during the time extension would cause them a financial hardship, and/or that they are
11 60 years of age or older or disabled; and any other extraordinary circumstances. The Board
12 shall also consider whether the landlord has offered reasonable mitigation, other than the
13 relocation expenses required by subsection (D)~~Section 37.9C~~, to address the hardship imposed
14 upon the tenant, such as additional relocation assistance or temporary occupancy of another
15 vacant unit should one be available.

16 (iii) The Board may grant or deny an application for an extension
17 of time or may approve a shorter period of time, based upon the consideration of the facts of
18 the case. The Board shall adopt rules and regulations to implement the application procedure.
19 If the landlord does not timely allow the tenant to reoccupy the unit, and upon completion of
20 the work the subsequent occupant is someone other than the original tenant, there shall be a
21 rebuttable presumption that the original tenant did not reoccupy the unit due to the delay and
22 therefore, for purposes of restricting the rent as set forth in Section 37.3(f)(1), that the original
23 tenancy was terminated by the landlord.

24 (D) Any landlord who seeks to recover possession under this Section
25 37.9(a)(11) shall pay relocation expenses as provided in Section 37.9C. In addition, if a tenant

1 who is lower-income as defined in California Health and Safety Code section 50079.5 will be required
2 to vacate for in excess of three months pursuant to a notice to vacate under this subsection (a)(11) that
3 was served on or after the effective date of the ordinance in Board of Supervisors File No. _____, then
4 the tenant shall be entitled to receive additional relocation assistance, as set forth below.

5 (i) A lower-income tenant seeking additional relocation assistance on or
6 after the three-month mark shall submit a form to the Board and to the landlord that includes a
7 verification of the tenant's income, the number of persons who resided with them in the unit, and any
8 other information the Board may deem is necessary in order to calculate the amount of additional
9 relocation assistance authorized under this subsection (D). The landlord may also submit information
10 to the Board to assist the Board in making this calculation. The Board shall inform the parties of the
11 additional relocation assistance required within 30 days of receiving the tenant's verification form, or
12 within 45 days if the landlord has also submitted information. Information related to a tenant's
13 source of income shall be treated as confidential information.

14 (ii) The amount of additional relocation assistance shall be equivalent to
15 the monthly difference between the rent that the tenant was paying as of the date of the notice to vacate,
16 and the San Francisco Housing Authority Payment Standard for that unit size (or the amount the tenant
17 is paying for interim housing, whichever is less). The landlord shall provide the tenant the Board-
18 determined amount each month, until the tenant has accepted or rejected an offer to reoccupy the unit
19 after completion of the work (but in no case for more than 39 months).

20 (iii) The Board shall require tenants to reconfirm their eligibility as
21 described in subsection (i) and to certify their intent to return to the unit upon completion of the work,
22 at least once every twelve months, as a condition of receiving the additional assistance.

23 (iv) Either party may challenge a determination regarding additional
24 relocation assistance by seeking a hearing before a Board Administrative Law Judge. In addition, if
25 the additional assistance would constitute an undue financial hardship for the landlord in light of all of

1 the resources available to them, the landlord also may file a written request for a hardship adjustment,
2 on a form provided by the Board and with supporting evidence. The Board, or its designated
3 Administrative Law Judges, may order a payment plan or any other relief they determine is justified
4 following a hearing on the request.

5 * * * *

6 (17) The landlord seeks to recover possession in good faith in order to complete a
7 development project that will require a Residential Demolition under Section 317 of the Planning
8 Code, and has obtained all the necessary permits on or before the date upon which notice to vacate is
9 given. Consistent with Planning Code Section 317.2(b)(2)(A), the effective date of the notice to vacate
10 for above lower-income tenants shall not fall more than six months before the start of construction
11 activities provided for in the permit, and not more than three months before the start of construction
12 activities in the case of lower-income households. Consistent with Planning Code Section
13 317.2(b)(2)(B), if the landlord does not proceed with the demolition and re-rents any of the units, then
14 the displaced tenant shall be allowed to return to the unit at a rent not greater than that which would
15 have applied had they remained in continuous occupancy.

16 * * * *

17 (c) **Notices to Vacate.** A landlord shall not endeavor to recover possession of a rental
18 unit unless at least one of the grounds enumerated in Section 37.9(a) or (b) above is (1) the
19 landlord's dominant motive for recovering possession and (2) unless the landlord informs the
20 tenant in writing on or before the date upon which notice to vacate is given of the grounds
21 under which possession is sought. For notices to vacate under Sections 37.9 (a)(1), (2), (3),
22 (4), (5), or (6), the landlord shall prior to serving the notice to vacate provide the tenant a
23 written warning and an opportunity to cure as set forth in Section 37.9 (o). For notices to
24 vacate under Sections 37.9 (a)(8), (9), (10), (11), ~~or (14)~~, or (17), the landlord shall state in the
25 notice to vacate the lawful rent for the unit at the time the notice is issued, before endeavoring

1 to recover possession. The Board shall prepare a written form that (1) states that a tenant's
2 failure to timely act in response to a notice to vacate may result in a lawsuit by the landlord to
3 evict the tenant, and that advice regarding the notice to vacate is available from the Board;
4 and (2) includes information provided by the Mayor's Office of Housing and Community
5 Development regarding eligibility for affordable housing programs. The Board shall prepare
6 the form in English, Chinese, Spanish, Vietnamese, Tagalog, and Russian and make the form
7 available to the public on its website and in its office. A landlord shall attach a copy of the form
8 that is in the primary language of the tenant to a notice to vacate before serving the notice,
9 except that if the tenant's primary language is not English, Chinese, Spanish, Vietnamese,
10 Tagalog, or Russian, the landlord shall attach a copy of the form that is in English to the
11 notice. A copy of all notices to vacate except three-day notices to pay rent or quit and a copy
12 of any additional written documents informing the tenant of the grounds under which
13 possession is sought shall be filed with the Board within 10 days following service of the
14 notice to vacate. In any action to recover possession of the rental unit under Section 37.9-, the
15 landlord must plead and prove that at least one of the grounds enumerated in Section 37.9-(a)
16 or (b) and also stated in the notice to vacate is the dominant motive for recovering
17 possession. Tenants may rebut the allegation that any of the grounds stated in the notice to
18 vacate is the dominant motive.

19 * * * *

20 (j) The following additional provision shall apply to a landlord who seeks to recover a
21 rental unit by utilizing the grounds enumerated in Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11),
22 ~~or (a)(12), or (a)(17).~~

23 (1) It shall be a defense to an eviction under Sections 37.9(a)(8), (a)(9), (a)(10),
24 (a)(11), ~~or (a)(12), or (a)(17)~~ if a child under the age of 18 or any educator resides in the unit,
25 the child or educator is a tenant in the unit or has a custodial or family relationship with a

1 tenant in the unit, the tenant has resided in the unit for 12 months or more, and the effective
2 date of the notice of termination of tenancy falls during the school year.

3 (2) Section 37.9(j)(1) shall not apply where the landlord is seeking to
4 temporarily evict or temporarily sever housing services in order to perform seismic work
5 required by Building Code Chapter 34B and has provided notice and compensation as
6 required by Administrative Code Chapter 65A.

7 (3) Within 30 days of personal service by the landlord of a written request, or, at
8 the landlord's option, a notice of termination of tenancy under Sections 37.9(a)(8), (a)(9),
9 (a)(10), (a)(11), ~~or (a)(12)~~, or (a)(17), the tenant must submit a statement with supporting
10 evidence to the landlord, if the tenant claims to be a member of the class protected from
11 eviction by Section 37.9(j). The landlord's written request or notice shall contain a warning that
12 a tenant's failure to submit a statement within the 30 day period shall be deemed an
13 admission that the tenant is not protected from eviction by Section 37.9(j). The landlord shall
14 file a copy of the landlord's request or notice with the Rent Board within 10 days of service on
15 the tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed
16 an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may
17 challenge a tenant's claim of protected status either by requesting a hearing with the Rent
18 Board or, at the landlord's option, through commencement of eviction proceedings, including
19 service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action,
20 the tenant shall have the burden of proof to show protected status. No civil or criminal liability
21 under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or
22 challenging a tenant's claim of protected status.

23 * * * *

24 (l) Hearings on Alleged Wrongful Endeavor To Recover Possession Through Tenant
25 Harassment.

1 (1) ~~Upon receipt of a~~ A current or former tenant may submit a report to the Rent Board
2 alleging wrongful endeavor to recover possession of the tenant's unit through harassment.
3 Upon receipt of such a report, the Board through its Executive Director shall send a notice to the
4 landlord and the tenant acknowledging receipt of the report, ~~and~~ summarizing the rights and
5 responsibilities of landlords and tenants regarding possession of, and eviction from,
6 residential rental units, and requesting that the landlord submit a written response to the Board
7 within seven days. If the tenant remains in possession of the unit and the harassment is alleged to be
8 ongoing, the Executive Director shall also request that the landlord submit a compliance plan. A
9 compliance plan is not an admission of liability but a plan to avoid future claims of harassment.

10 (2) Upon consideration of such report and any response, the Executive Director
11 ~~shall may~~ schedule an investigative hearing on the allegations before a Board Administrative
12 Law Judge if the Executive Director determines that all of the following apply:

13 (A) The alleged harassment occurred after the effective date of the ordinance in
14 Board File No. _____, and within 12 months of the date of the report;

15 (B) The alleged harassment resulted in the unit becoming uninhabitable, is
16 ongoing against the tenant who submitted the complaint, or is part of a pattern and practice of tenant
17 harassment based on claims previously submitted by other tenants in the building within the last 12
18 months;

19 (C) ~~The alleged harassment is so severe that it has materially impacted~~
20 ~~a tenant's enjoyment of the unit;~~

21 (C)(D) The allegations will be supported by documentary evidence, and/or with
22 testimony of a witness other than the complaining tenant; and

23 (D)(E) The allegations are not frivolous.

24 The Rent Board need not hold a hearing if a related civil or criminal action is already pending. The
25 Rent Board may adopt regulations consistent with this Chapter 37 to further define the standards for

1 when the Executive Director shall schedule investigative hearings and the conduct of such hearings.

2 (3) The Executive Director shall schedule any such hearing within 45 days after receipt
3 of the report of alleged harassment, or as soon as practicable thereafter. bBoth the tenant and the
4 landlord may appear at the hearing and make oral and/or written presentations, including
5 presentation of other witnesses. Following such hearing, the Administrative Law Judge shall
6 issue findings and conclusions in regard to whether harassment occurred that was severe enough
7 that it materially impacted the tenant's enjoyment of the unit, and in the case of a prior tenant
8 whether the prior tenant vacated the unit due to the harassment for purposes of Planning Code Section
9 317.2. The findings and conclusions may be appealed by either party to provide the Board under
10 Section 37.8, with a summary of evidence produced at the hearing.

11 (4)(2) In addition to considering any appeals, Upon review of the evidence, the Board
12 shall also consider whether to undertake any further proceedings such as, but not limited to,
13 civil litigation pursuant to Section 37.9(f), or referral to the District Attorney for potential criminal
14 prosecution (see Section 37.9(e)).

15 (5)(3) For purposes of this Subsection 37.9(l), harassment means includes but is
16 not limited to the types of harassment defined in Section 37.10B(a)(1)-(6) and (8)-(14).

17 * * * *

18 (n) A landlord who serves a notice to vacate under Section 37.9(a)(8) for the purpose of
19 recovering possession of the unit for their own use or occupancy or for their family members may seek
20 approval from the Rent Board to rescind the notice or stop eviction proceedings at any time, but if the
21 tenant vacates within one year of the date of service of the notice, the tenancy is rebuttably presumed to
22 have been terminated by the landlord pursuant to the notice for purposes of Planning Code Section
23 317(d)(6) and Administrative Code Section 37.3(f)(1)(A)(ii). This presumption shall apply even if the
24 tenant vacates the unit after the notice has been rescinded, and a written statement from the tenant that
25 they are leaving the unit of their own volition signed as part of a settlement whereby the tenant is

1 required to vacate the unit is insufficient to rebut this presumption.

2 * * * *

3
4 **SEC. 37.9A. TENANT RIGHTS IN CERTAIN DISPLACEMENTS UNDER SECTION**
5 **37.9(a)(13).**

6 This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13),
7 as specified.

8 * * * *

9 (c) **Rights to Re-Rent.** Any owner who again offers for rent or lease any unit after
10 service of a notice to quit under Section 37.9(a)(13) shall offer units within the
11 accommodations for rent or lease as follows:

12 * * * *

13 (5) Commencing July 18, 2022~~July 1, 2022, or on the effective date of the~~
14 ~~ordinance in Board of Supervisors File No. 220341 enacting this subsection (c)(5), whichever~~
15 ~~is later~~, an owner who re-rents a unit within an accommodations during the time period
16 specified in Subsection (c)(2) must offer all the units within the accommodations for rent, and
17 may not decline to make a written re-rental offer to any tenant or lessee who occupied a unit
18 when the owner gave the Rent Board notice of its intent to withdraw the accommodations in
19 the manner and within the time frame specified in Section 37.9A(c). But the requirements of
20 this Subsection (c)(5) shall not apply to: (i) a unit that was the principal place of residence of
21 any owner or owner's family member at the time of withdrawal, provided that it continues to be
22 that person's or those persons' principal place of residence when accommodations are
23 returned to the rental market as provided in this Subsection (c)(5); or (ii) a unit that is the
24 principal place of residence of an owner when the accommodations are returned to the rental
25 market, if it is the owner's principal place of residence, at the time of return to the rental

1 market, as provided in this Subsection (c)(5). If the owner vacates the unit within 10 years
2 from the date of withdrawal, the owner shall, within 30 days of vacating the unit, offer to re-
3 rent if required under this Subsection (c)(5).

4 * * * *

5 (f) **Notice to Rent Board; Recordation of Notice; Effective Date of Withdrawal.**

6 * * * *

7 (1) Any owner who intends to withdraw rental units from rent or lease shall
8 notify the Rent Board in writing of said intention. An owner may not withdraw from rent or
9 lease less than all units within the accommodations as defined by paragraphs (1) or (2) of
10 subdivision (b) of California Civil Code Section 7060. Said notice shall contain statements,
11 under penalty of perjury, providing information on the number of residential units, the address
12 or location of those units, the name or names of the tenants or lessees of the units, whether
13 any landlord intends to demolish any of the accommodations within the next five years, and
14 the rent applicable to each residential rental unit. Said notice shall be signed by all owners of
15 record of the property under penalty of perjury and shall include a certification that actions
16 have been initiated as required by law to terminate existing tenancies through service of a
17 notice of termination of tenancy. ~~The notice shall also disclose for informational purposes~~
18 ~~only whether the landlord intends to demolish the accommodations within the next five years.~~
19 The notice must be served by certified mail or any other manner authorized by law prior to
20 delivery to the Rent Board of the notice of intent to withdraw the rental units. Information
21 respecting the name or names of the tenants, the rent applicable to any unit, or the total
22 number of units, is confidential and shall be treated as confidential information by the City for
23 purposes of the Information Practices Act of 1977, as contained in Chapter 1 (commencing
24 with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code. The City shall, to the
25 extent required by the preceding sentence, be considered an "agency," as defined by

1 Subdivision (b) of Section 1798.3 of the Civil Code.

2 (2) Prior to the effective date of ~~withdrawal~~~~with-drawal~~ of rental units under this
3 Section, the owner shall cause to be recorded with the County Recorder a memorandum of
4 the notice required by Subsection (f)(1) summarizing its provisions, other than the confidential
5 provisions, in substantially the following form:

6 **Memorandum of Notice Regarding Withdrawal of Rental Unit From Rent or**
7 **Lease**

8 This memorandum evidences that the undersigned, as the owner(s) of the property
9 described in Exhibit A attached, has filed a notice, whose contents are certified under penalty
10 of perjury, stating the intent to withdraw from rent or lease all units at said property, pursuant
11 to San Francisco Administrative Code Section 37.9A and the Ellis Act (California Government
12 Code Sections 7060 et seq.).

13 _____
14 (Signature)

15 * * * *

16 ~~(4)(5)~~ Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent
17 Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

- 18 (A) That the Rent Board has been notified pursuant to Subsection (f)(1);
19 (B) That the notice to the Rent Board specified the name and the amount of rent
20 paid by the tenant or lessee as an occupant of the rental unit;
21 (C) The amount of rent the owner specified in the notice to the Rent Board;
22 (D) The tenant's or lessee's rights to reoccupancy under Section 37.9A(c) if the
23 rental unit is again offered for rent or lease by a current or future owner and to relocation
24 assistance under Section 37.9A(e); and
25 (E) The rights of qualified elderly or disabled tenants as described under

1 Subsection (f)(3)(4), to extend their tenancy to one year after the date of delivery to the Rent
2 Board of the Subsection (f)(1) notice of intent to withdraw; and

3 (F) With respect to notices of intent dated on or after the effective date of the
4 ordinance in Board File No. 251210, whether the landlords intends to demolish within the next
5 five years after the date of the notice and a statement that the tenant may be entitled to
6 additional protections in the event the unit is demolished pursuant to Planning Code Section
7 317.2 in the event the unit is demolished, and that the tenant may keep their contact
8 information on file with the Rent Board.

9 (5)(6) Within 30 days after the effective date of withdrawal of rental units under
10 this Section 37.9A, the Rent Board shall record a notice of constraints with the County
11 Recorder which describes the property and the dates of applicable restrictions on the property
12 under this Section.

13 * * * *

14
15 **SEC. 37.9E. TENANT BUYOUT AGREEMENTS.**

16 * * * *

17 (c) **Definitions.** For purposes of this Section 37.9E, the following definitions shall
18 apply:

19 “Buyout Agreement” means an agreement wherein the landlord pays the tenant
20 money or other consideration to vacate the rental unit. ~~The term “Buyout Agreement” includes an~~
21 ~~agreement to settle a pending unlawful detainer action if the action was filed within 120 days after~~
22 ~~Buyout Negotiations commenced. In all other instances, a~~ An agreement to settle a pending
23 unlawful detainer action shall not be a “Buyout Agreement.” An agreement for a tenant to move
24 into a substitute unit under Planning Code Section 317.2(d)(2)(D)(ii), subparagraph a., also shall not
25 be a “Buyout Agreement.”

1 * * * *

2 (d) **Disclosure Required Prior to Buyout Negotiations.** Prior to commencing
3 Buyout Negotiations for a rental unit, the landlord shall provide each tenant in that rental unit a
4 written disclosure, on a form developed and authorized by the Rent Board, that shall include
5 the following:

6 * * * *

7 (12) Information provided by the Planning Department regarding the impact of the buyout
8 on the tenant's eligibility for relocation assistance and other benefits if the property is redeveloped.

9 * * * *

10 (f) Requirements for Buyout Agreements. Every Buyout Agreement shall:

11 * * * *

12 (3) Include the following statements in a size equal to at least 14-point type: "You,
13 the tenant, have a right not to enter into a buyout agreement"; "You, the tenant, may choose
14 to consult with an attorney and/or a tenants' rights organization before signing this agreement.
15 You can find a list of tenants' rights organizations on the Rent Board's website –
16 www.sfrb.org"; and "The Rent Board has created a publicly available, searchable database
17 that may include information about other buyout agreements in your neighborhood. You can
18 search this database at the Rent Board's office at 25 Van Ness Avenue, Suite 320."

19 Immediately after each statement, there shall be a line for each tenant to affix ~~their~~^{his or her}
20 initials.

21 * * * *

22 (5) With respect to Buyout Agreements entered into on or after the effective date of the
23 ordinance in Board File No. _____, include the following statement in a size equal to at least 14-point
24 type: "Under Section 317.2 of the Planning Code, a tenant who is displaced by a project to demolish
25 their building may be entitled to relocation assistance or other benefits. By entering into this

1 agreement you may be giving up relocation assistance and other benefits that you are or may become
2 entitled to under the law.” Immediately after this statement, there shall be a line for each tenant to
3 affix their initials.

4 ~~(6)~~(5) Include the address of the rental unit in question, as well as the Assessor’s
5 Parcel Number (lot and block) of the building where the unit is located.

6 A Buyout Agreement that does not satisfy all the requirements of subsections (f)(1)-
7 ~~(5)~~(4) shall not be effective and may be rescinded by the tenant at any time. A Buyout
8 Agreement that does not include the initials of each tenant next to each of the statements
9 described in subsections (f)(2)-~~(5)~~(4), as well as the initials of each tenant next to his or
10 answer to the question listed in subsection (f)(4), shall not be effective and may be rescinded
11 by the tenant at any time.

12 * * * *

13
14 Section 5. Prior to December 31, 2028, the Planning Department shall prepare and
15 submit to the Planning Commission a report analyzing the impacts of the changes enacted by
16 this Ordinance to Planning Code Section 317, subdivisions (b)(2)-(14), and shall recommend
17 as necessary or appropriate modifications to Planning Code Sections 317 and 317.2.

18
19 Section 56. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors
20 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,
21 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal
22 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment
23 additions, and Board amendment deletions in accordance with the “Note” that appears under
24 the official title of the ordinance.

1 Section 67. Severability. If any section, subsection, sentence, clause, phrase, or word
2 of this ordinance, or any application thereof to any person or circumstance, is held to be
3 invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision
4 shall not affect the validity of the remaining portions or applications of the ordinance. The
5 Board of Supervisors hereby declares that it would have passed this ordinance and each and
6 every section, subsection, sentence, clause, phrase, and word not declared invalid or
7 unconstitutional without regard to whether any other portion of this ordinance or application
8 thereof would be subsequently declared invalid or unconstitutional.

9
10 Section 78. No Conflict with Federal or State Law. Nothing in this ordinance shall be
11 interpreted or applied so as to create any requirement, power, or duty in conflict with any
12 federal or state law.

13
14 Section 89. Undertaking for the General Welfare. In enacting and implementing this
15 ordinance, the City is assuming an undertaking only to promote the general welfare. It is not
16 assuming, nor is it imposing on its officers and employees, an obligation for breach of which it
17 is liable in money damages to any person who claims that such breach proximately caused
18 injury.

19
20 //

21 //

22 //

23
24 Section 910. Effective Date. This ordinance shall become effective 30 days after
25 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the

1 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
2 of Supervisors overrides the Mayor's veto of the ordinance.

3
4 APPROVED AS TO FORM:
5 DAVID CHIU, City Attorney

6 By: /s/
7 MANU PRADHAN
8 Deputy City Attorney
9 4914-6159-4493, v. 1
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