

1 [Administrative Code - Owner Move-In Reporting Requirements]

2

3 Ordinance amending the Administrative Code ~~regarding to require a landlord seeking~~  
4 ~~to recover possession of a rental unit based on an owner move-in and relative move-in~~  
5 ~~("OMI") evictions or relative move-in ("RMI") to require a landlord seeking to recover~~  
6 ~~possession of a unit for an OMI to provide a declaration under penalty of perjury~~  
7 ~~stating that the landlord intends to occupy the unit for use as the principal place of~~  
8 ~~residence of the landlord or the landlord's relative for at least 36 continuous months;~~  
9 ~~require a landlord seeking to recover possession of a rental unit based on an OMI or~~  
10 ~~RMI to provide the tenant with a form prepared by the Rent Board to be used to advise~~  
11 ~~the Rent Board of any change in address; clarify the evidentiary standard for finding~~  
12 ~~that an OMI was not performed in good faith; require a landlord to file annual~~  
13 ~~documentation with the Rent Board regarding the status of an OMI, with a penalty for~~  
14 ~~not filing such documentation, and requiring the Rent Board to transmit a random~~  
15 ~~sampling of such documentation to the District Attorney for three years after an OMI or~~  
16 ~~RMI showing whether the landlord or relative is occupying the unit as his or her~~  
17 ~~principal place of residence; extend from three to five years the time period after an~~  
18 ~~OMI during which a landlord who intends to re-rent the unit must first offer the unit to~~  
19 ~~the displaced tenant; provide that a landlord who charges above the maximum~~  
20 ~~allowable rent during the five-year period after an OMI is guilty of a misdemeanor;~~  
21 ~~require the Rent Board to annually notify the unit occupant of the maximum rent for the~~  
22 ~~unit for five three years after an OMI or RMI, and authorize the occupant to sue for three~~  
23 ~~times any excess rent charged; and extend the statute of limitations for wrongful~~  
24 ~~eviction claims based on an unlawful OMI or RMI from one year to five three years;~~  
25

1 authorize interested non-profit organizations to sue for wrongful eviction and  
2 collection of excess rent following OMI; and making clarifying changes.

3  
4 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
5 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
6 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
7 **Board amendment additions** are in double-underlined Arial font.  
8 **Board amendment deletions** are in ~~Arial font~~.  
9 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
10 subsections or parts of tables.

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

12 Section 1. The Administrative Code is hereby amended by revising Sections 37.6,  
13 37.9, and 37.9B, 37.10A, and 37.11A, to read as follows:

14 **SEC. 37.6. POWERS AND DUTIES.**

15 In addition to other powers and duties set forth in this Chapter, and in addition to  
16 powers under the Charter and under other City Codes, including powers and duties under  
17 Administrative Code Chapter 49 ("Interest Rates on Security Deposits"), the Rent Board shall  
18 have the power to:

19 \* \* \* \*

20 (k) ~~Compile a list at random, on~~On a monthly basis starting January 1, 2018, compile  
21 copies at random of 10% percent of the all statements of occupancy filed with the Rent Board  
22 pursuant to Section 37.9(a)(8)(vii), and compile a list of all units for which the required  
23 statement of occupancy was not filed with the Rent Board~~notices to vacate filed pursuant to~~  
24 ~~Section 37.9(c) which state on the notice or in any additional written document any causes~~  
25 ~~under Section 37.9(a)(8) as the reason for eviction.~~ Said copies and said list shall be

1 transmitted to the District Attorney on a monthly basis for investigation pursuant to Section  
2 37.9(e). In cases where the District Attorney determines that Section 37.9(a)(8) has been  
3 violated, the District Attorney shall take whatever action he or she deems appropriate under  
4 this Chapter 37 or under State law.

5 \* \* \* \*

6  
7 **SEC. 37.9. EVICTIONS.**

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

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

11 \* \* \* \*

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

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

16 (ii) For the use or occupancy of the landlord's grandparents, grandchildren,  
17 parents, children, brother or sister, or the landlord's spouse, or the spouses of such relations,  
18 as their principal place of residency for a period of at least 36 months, in the same building in  
19 which the landlord resides as his or her principal place of residency, or in a building in which  
20 the landlord is simultaneously seeking possession of a rental unit under Section 37.9(a)(8)(i).  
21 For purposes of this Section 37.9(a)(8)(ii), the term "spouse" shall include domestic partners  
22 as defined in ~~San Francisco~~ Administrative Code Sections 62.1 through 62.8.

23 \* \* \* \*

24 (v) Commencing January 1, 2018, the landlord shall attach to the ~~The~~ notice to  
25 vacate shall include a form prepared by the Rent Board that the tenant can use to keep the Rent Board

1 apprised of any future change in address, and shall include in the notice a declaration executed by  
2 the landlord under penalty of perjury stating that the landlord seeks to recover possession of the unit in  
3 good faith, without ulterior reasons and with honest intent, for use or occupancy as the principal  
4 residence of the landlord or the landlord's relative (identified by name and relation to the landlord),  
5 for a period of at least 36 continuous months, as set forth in subsections 37.9(a)(8)(i) and (ii). The  
6 landlord shall file the notice with the Rent Board pursuant to Section 37.9(c). Evidence of any  
7 of the following shall create a rebuttable presumption that the landlord has not acted in good faith  
8 may include, but is not limited to, any of the following, unless and until evidence is introduced  
9 that would support a finding that the landlord has acted in good faith, in which case the trier of  
10 fact shall determine the existence or nonexistence of the presumed fact from the evidence  
11 and without regard to the presumption: (1) the landlord has failed refused to file the notice to  
12 vacate with the Rent Board as required by Section 37.9(c), (2) It shall be rebuttably presumed that  
13 the landlord has not acted in good faith if the landlord or relative for whom the tenant was evicted  
14 did does not move into the rental unit within three months after the landlord recovered possession  
15 and then occupy said unit as that person's principal residence for a minimum of 36  
16 consecutive months after moving in, or (3) the landlord or relative for whom the tenant was  
17 evicted lacks a legitimate, bona fide reason for not moving into the unit within three months  
18 after the recovery of possession and/or then occupying said unit as that person's principal  
19 residence for a minimum of 36 consecutive months, (4) the landlord did not file a statement of  
20 occupancy with the Rent Board as required by Section 37.9(a)(8)(vii), (5) the landlord violated  
21 Section 37.9B by renting the unit to a new tenant at a rent greater than that which would have  
22 been the rent had the tenant who had been required to vacate remained in continuous occupancy and  
23 the rental unit remained subject to this Chapter 37 as provided in Section 37.9B, and (6) such  
24 other factors as a court or the Rent Board may deem relevant. Nothing in this Section  
25

1 37.9(a)(8)(v) is intended to alter or diminish any other right to relief that a tenant may have  
2 based on a landlord's failure to comply with this Chapter 37.

3 \* \* \* \*

4 (vii) A landlord who has recovered possession of a unit pursuant to Section 37.9(a)(8)  
5 on or after January 1, 2018 must complete a statement of occupancy under penalty of perjury on a  
6 form to be prepared by the Rent Board that discloses whether the landlord has recovered  
7 possession of the unit. The landlord shall file the statement of occupancy with the Rent Board  
8 within 90 days after the date of service, and shall file an updated statement of occupancy  
9 every 90 days thereafter, unless the statement of occupancy discloses that the landlord is no  
10 longer endeavoring to recover possession of the unit, in which case no further statements of  
11 occupancy need be filed. If the statement of occupancy discloses that the landlord has  
12 already recovered possession of the unit, the landlord shall file updated statements of  
13 occupancy once a year for five years, no later than 12 months, 24 months, 36 months, 48  
14 months, and 60 months after the recovery of possession of the unit. Each statement of  
15 occupancy filed after the landlord has recovered possession of the unit shall disclose the date  
16 of recovery of possession, whether the landlord or relative for whom the tenant was evicted is  
17 occupying the unit as that person's principal residence with at least two forms of supporting  
18 documentation, the date such occupancy commenced (or alternatively, the reasons why  
19 occupancy has not yet commenced), the rent charged for the unit if any, and such other  
20 information and documentation as the Rent Board may require in order to effectuate the  
21 purposes of this Section 37.9(a)(8). The Rent Board shall make all reasonable efforts to send  
22 the displaced tenant a copy of each statement of occupancy within 30 days of the date of  
23 filing, or a notice that the landlord did not file a statement of occupancy if no statement of  
24 occupancy was filed. In addition, the Rent Board shall impose an administrative penalty on  
25 any landlord who fails to comply with this subsection (a)(8)(vii), in the amount of \$250 for the

1 first violation, \$500 for the second violation, and \$1,000 for every subsequent violation. The  
2 procedure for the imposition, enforcement, collection, and administrative review of the  
3 administrative penalty shall be governed by Administrative Code Chapter 100, "Procedures  
4 Governing the Imposition of Administrative Fines," which is hereby incorporated in its  
5 entirety. ~~The landlord shall file the statement of occupancy with the Rent Board three months~~  
6 ~~after recovery of possession of the unit, and shall file updated statements of occupancy 12~~  
7 ~~months, 24 months, and 36 months after the recovery of possession of the unit. The~~  
8 ~~statement, including the updates, shall identify whether the unit is (1) occupied as the principal~~  
9 ~~place of residence of the landlord or the relative (identified by name and relation to the~~  
10 ~~landlord) for whom the tenant was evicted, (2) occupied by another person, or (3) unoccupied.~~  
11 ~~If the unit is occupied by a person other than the landlord or relative for whom the tenant was~~  
12 ~~evicted, the statement of occupancy shall also disclose the current rent for the unit; and the~~  
13 ~~Rent Board shall make all reasonable efforts to send the displaced tenant a copy of the~~  
14 ~~statement of occupancy within 30 days of the date of filing, or a notice that the landlord did not~~  
15 ~~file a statement of occupancy if no statement of occupancy was filed. If the unit is occupied~~  
16 ~~by the landlord or the relative for whom the tenant was evicted, the landlord shall also~~  
17 ~~simultaneously file with the Rent Board at least two forms of documentation in which the unit~~  
18 ~~is listed as the landlord or relative's place of residence. Acceptable forms of this~~  
19 ~~documentation shall include at least two of the following categories: (1) current utility services~~  
20 ~~contract or utility billing records from within 45 days of the date of filing; (2) current motor~~  
21 ~~vehicle registration and insurance policy for the vehicle; (3) current homeowner's or renter's~~  
22 ~~insurance policy; (4) correspondence from within 45 days of the date of filing from any~~  
23 ~~government agency, including federal, state, and local taxing authorities; (5) current voter~~  
24 ~~registration; (6) current driver's license; (7) proof that the individual has obtained a~~  
25 ~~homeowner's exemption from property taxes for the unit; or (8) any other credible~~

1 ~~documentary evidence showing that the landlord or relative actually occupies the rental unit~~  
2 ~~as his or her principal place of residence. Evidence that the landlord did not timely file a~~  
3 ~~statement of occupancy and supporting documentation with the Rent Board shall create a~~  
4 ~~rebuttable presumption that the landlord did not recover possession of the unit in good faith,~~  
5 ~~unless and until evidence is introduced that would support a finding that the landlord did~~  
6 ~~recover possession of the unit in good faith, in which case the trier of fact shall determine the~~  
7 ~~existence or nonexistence of the presumed fact from the evidence and without regard to the~~  
8 ~~presumption.~~

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

13 \* \* \* \*

14 (c) A landlord shall not endeavor to recover possession of a rental unit unless at  
15 least one of the grounds enumerated in Section 37.9(a) or (b) above is (1) the landlord's  
16 dominant motive for recovering possession and (2) unless the landlord informs the tenant in  
17 writing on or before the date upon which notice to vacate is given of the grounds under which  
18 possession is sought, and for notices to vacate under Sections 37.9(a)(8), (9), (10), (11), and  
19 (14), state in the notice to vacate the lawful rent for the unit at the time the notice is issued,  
20 before endeavoring to recover possession. The Board shall prepare a written form that (1)  
21 states that a tenant's failure to timely act in response to a notice to vacate may result in a  
22 lawsuit by the landlord to evict the tenant, and that advice regarding the notice to vacate is  
23 available from the Board; and (2) includes information provided by the Mayor's Office of  
24 Housing and Community Development regarding eligibility for affordable housing programs.  
25 The Board shall prepare the form in English, Chinese, Spanish, Vietnamese, Tagalog, and

1 Russian and make the form available to the public on its website and in its office. A landlord  
2 shall attach a copy of the form that is in the primary language of the tenant to a notice to  
3 vacate before serving the notice, except that if the tenant's primary language is not English,  
4 Chinese, Spanish, Vietnamese, Tagalog, or Russian, the landlord shall attach a copy of the  
5 form that is in English to the notice. A copy of all notices to vacate except three-day notices to  
6 ~~vacate or pay rent~~ or quit and a copy of any additional written documents informing the tenant  
7 of the grounds under which possession is sought shall be filed with the Board within 10 days  
8 following service of the notice to vacate. ~~The District Attorney shall determine whether the~~  
9 ~~units set forth on the list compiled in accordance with Section 37.6(k) are still being occupied~~  
10 ~~by the tenant who succeeded the tenant upon whom the notice was served. In cases where~~  
11 ~~the District Attorney determines that Section 37.9(a)(8) has been violated, the District Attorney~~  
12 ~~shall take whatever action he deems appropriate under this Chapter or under State law. In~~  
13 any action to recover possession of the rental unit under Section 37.9, the landlord must plead  
14 and prove that at least one of the grounds enumerated in Section 37.9(a) or (b) and also  
15 stated in the notice to vacate is the dominant motive for recovering possession. Tenants may  
16 rebut the allegation that any of the grounds stated in the notice to vacate is the dominant  
17 motive.

18 \* \* \* \*

19 (e) It shall be unlawful for a landlord or any other person who willfully assists the  
20 landlord to endeavor to recover possession or to evict a tenant except as provided in Section  
21 37.9(a) and (b). Any person endeavoring to recover possession of a rental unit from a tenant  
22 or evicting a tenant in a manner not provided for in Section 37.9(a) or (b) without having a  
23 substantial basis in fact for the eviction as provided for in Section 37.9(a) shall be guilty of a  
24 misdemeanor and shall be subject, upon conviction, to the fines and penalties set forth in  
25



1 Section 37.10A. Any waiver by a tenant of rights under this Chapter 37 ~~except as provided in~~  
2 ~~Section 37.10A(g)~~, shall be void as contrary to public policy.

3 (f) Whenever a landlord wrongfully endeavors to recover possession or recovers  
4 possession of a rental unit in violation of Sections 37.9 and/or 37.10A as enacted herein, the  
5 tenant or Rent Board may institute a civil proceeding for injunctive relief, money damages of  
6 not less than three times actual damages, (including damages for mental or emotional  
7 distress as specified below), and whatever other relief the court deems appropriate. If the  
8 landlord has recovered possession pursuant to Section 37.9(a)(8), such action shall be brought no later  
9 than five ~~three~~ years after (1) the date the landlord files the first statement of occupancy with the  
10 Rent Board under Section 37.9(a)(8)(vii) or (2) three months after the landlord recovers  
11 possession, whichever is earlier of recovery of possession. In the case of an award of  
12 damages for mental or emotional distress, said award shall only be trebled if the trier of fact  
13 finds that the landlord acted in knowing violation of or in reckless disregard of Section 37.9 or  
14 37.10A herein. The prevailing party shall be entitled to reasonable attorney's fees and costs  
15 pursuant to order of the court. The remedy available under this Section 37.9(f) shall be in  
16 addition to any other existing remedies which may be available to the tenant or the Rent  
17 Board.

18 \* \* \* \*

19  
20 **SEC. 37.9B. TENANT RIGHTS IN EVICTIONS UNDER SECTION 37.9(a)(8).**

21 (a) Any rental unit which a tenant vacates after receiving a notice to quit based on  
22 Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by  
23 the landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the  
24 landlord's spouse, or the spouses of such relations must, if offered for rent during the five-  
25 ~~three~~-year period following service of the notice to quit under Section 37.9(a)(8), be rented in

1 good faith at a rent not greater than that which would have been the rent had the tenant who  
2 had been required to vacate remained in continuous occupancy and the rental unit remained  
3 subject to this Chapter 37. If it is asserted that a rent increase could have taken place during  
4 the occupancy of the rental unit by the landlord if the rental unit had been subjected to this  
5 Chapter, the landlord shall bear the burden of proving that the rent could have been legally  
6 increased during the period. If it is asserted that the increase is based in whole or in part upon  
7 any grounds other than that set forth in Section 37.3(a)(1), the landlord must petition the Rent  
8 Board pursuant to the procedures of this Chapter. Displaced tenants shall be entitled to  
9 participate in and present evidence at any hearing held on such a petition. Tenants displaced  
10 pursuant to Section 37.9(a)(8) shall make all reasonable efforts to keep the Rent Board  
11 apprised of their current address. The Rent Board shall provide notice of any proceedings  
12 before the Rent Board to the displaced tenant at the last address provided by the tenant. No  
13 increase shall be allowed on account of any expense incurred in connection with the  
14 displacement of the tenant.

15 (b) (1) For notices to vacate served before January 1, 2018, anyAny landlord who,  
16 within three years of the date of service of the notice to quit, offers for rent or lease any unit in  
17 which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for  
18 rent or lease to the tenants displaced, in the same manner as provided for in Sections  
19 37.9A(c) and (d).

20 (2) For notices to vacate served on or after January 1, 2018, any landlord who,  
21 within five years of the date of service of the notice to quit, offers for rent or lease any unit in  
22 which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer the unit for  
23 rent or lease to the tenants displaced, by mailing a written offer to the address that the tenant  
24 has provided to the landlord. If the tenant has not provided the landlord a mailing address,  
25 the landlord shall mail the offer to the address on file with the Rent Board, and if the Rent

1 Board does not have an address on file, then to the unit from which the tenant was displaced  
2 and to any other physical or electronic address of the tenant of which the landlord has actual  
3 knowledge. The landlord shall file a copy of the offer with the Rent Board within 15 days of  
4 the offer. The tenant shall have 30 days from receipt of the offer to notify the landlord of  
5 acceptance or rejection of the offer and, if accepted, shall reoccupy the unit within 45 days of  
6 receipt of the offer.

7 \* \* \* \*

8 (e) Within 30 days after the effective date of a written notice to vacate that is filed with  
9 the Rent Board under Section 37.9B(c) the Rent Board shall record a notice of constraints with  
10 the County Recorder identifying each unit on the property that is the subject of the Section  
11 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under  
12 Sections 37.9(a)(8) and 37.9B. For notices to vacate filed under Section 37.9B(c) on or after  
13 January 1, 2018, the~~The~~ Rent Board shall also send a notice to the unit that states the maximum rent  
14 for that unit under Sections 37.9(a)(8) and 37.9B, and shall send an updated notice to the unit 12  
15 months, 24 months, ~~and 36 months, 48 months, and 60 months~~ thereafter, or within 30 days of such  
16 date. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord  
17 may apply to the Rent Board for a rescission of the recorded notice of constraints. The Rent  
18 Board shall not be required to send any further notices to the unit pursuant to this subsection (e) if the  
19 constraints on the unit are rescinded.

20  
21 **SEC. 37.10A. MISDEMEANORS, AND OTHER ENFORCEMENT PROVISIONS.**

22 \* \* \* \*

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

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

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

6           ~~(c)~~(d) It shall be unlawful for a landlord or for any person who willfully assists a  
7 landlord to recover possession of a rental unit unless, prior to recovery of possession of the  
8 unit:

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

12           ~~(2)~~ ~~The~~ the landlord satisfies all requirements for recovery of the unit under Section  
13 37.9(a) or (b).

14           ~~(d)~~(e) In any criminal or civil proceeding based on a violation of Section 37.10A(c) or  
15 37.10A~~(c)~~(d), the landlord's failure to use a recovered unit for the Section 37.9(a) or (b)  
16 ground stated verbally or in writing to the tenant from whom the unit was recovered shall give  
17 rise to a presumption that the landlord did not have a good faith intention to recover the unit  
18 for the stated ground.

19           ~~(e)~~(f) If possession of a rental unit is recovered as the result of any written or verbal  
20 statement to the tenant that the landlord intends to recover the unit under one of the grounds  
21 enumerated in Section 37.9(a) or (b), the unit shall be subject to all restrictions set forth under  
22 this Chapter on units recovered for such stated purpose regardless of any agreement made  
23 between the landlord or the landlord's agent and the tenant who vacated the recovered unit.  
24 Any unit vacated by a tenant within 120 days after receiving any written or verbal statement  
25 from the landlord stating that the landlord intends to recover the unit under Section 37.9(a) or

1 (b), shall be rebuttably presumed to have been recovered by the landlord pursuant to the  
2 grounds identified in that written or verbal statement.

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

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

22 ~~(g)(i)~~ It shall be unlawful for a landlord/owner, when offering a property for sale in the  
23 City and County of San Francisco that includes two or more residential units, to knowingly fail  
24 to disclose in writing to any prospective purchaser:

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

3 (2) Whether the unit was occupied by an elderly or disabled tenant at the time the  
4 tenancy was terminated. For purposes of this Section 37.10A(g)(i), "elderly" means a tenant  
5 defined as elderly by ~~San Francisco~~ Administrative Code Sections 37.9(i)(1)(A),  
6 37.9A(e)(1)(C), 37.9A(e)(2)(D), or 37.9A(e)(3)(C), or a tenant defined as "senior" by ~~San~~  
7 ~~Francisco~~-Subdivision Code Section 1359(d). For purposes of this ~~s~~Section 37.10A(g)(i),  
8 "disabled" means a tenant defined as disabled by ~~San Francisco~~ Administrative Code  
9 Sections 37.9(i)(1)(B)(i), 37.9A(e)(1)(C), 37.9A(e)(2)(D), or 37.9A(e)(3)(C), or by ~~San~~  
10 ~~Francisco~~-Subdivision Code Section 1359(d).

11 Any disclosure required by this ~~s~~Subsection (g)(i) that is made on a flier or other  
12 document describing the property which is made available to prospective purchasers at each  
13 open house and at any tour through the property will constitute compliance with the disclosure  
14 requirements of this ~~s~~Subsection (g)(i).

15 (h) It shall be unlawful for any landlord, within five years after service of the notice to  
16 quit under Section 37.9(a)(8), to charge a rent for the unit that exceeds the maximum rent for  
17 the unit as provided in Section 37.9B(a), unless the notice of constraints on the unit has been  
18 rescinded. Each month or portion thereof that the landlord charges an excessive rent in  
19 violation of Section 37.9B(a) shall constitute a separate violation.

20 (i)(j) Any person who violates Section 37.10A(a), (b), ~~(c), (d)(c), (g) or (h)(f), or (h)~~ is  
21 guilty of a misdemeanor and shall be punished by a mandatory fine of ~~one thousand dollars~~  
22 ~~(\$1,000)~~, and in addition to such fine may be punished by imprisonment in the County Jail for  
23 a period of not more than six months. Each violation shall constitute a separate offense.

1           **SEC. 37.11A. CIVIL ACTIONS.**

2           (a) Whenever a landlord charges a tenant a rent which exceeds the limitations set  
3           forth in this Chapter, retaliates against a tenant for the exercise of any rights under this  
4           Chapter, or attempts to prevent a tenant from acquiring any rights under this Chapter 37, the  
5           tenant may institute a civil proceeding for injunctive relief and/or money damages, and in  
6           cases where the landlord has charged an excessive rent in violation of Section 37.9B(a),  
7           injunctive relief and/or money damages of not less than three times the amount of excess rent  
8           collected; provided, however, that any monetary award for rent overpayments resulting from a  
9           rent increase which is null and void pursuant to Section 37.3(b)(5) shall be limited to a refund  
10          of rent overpayments made during the three-year period preceding the month of filing of the  
11          action, plus the period between the month of filing and the date of the court's order. In any  
12          case, calculation of rent overpayments and re-setting of the lawful base rent shall be based on  
13          a determination of the validity of all rent increases imposed since April 1, 1982, in accordance  
14          with Sections 37.3(b)(5) and 37.3(a)(2) above.

15          (b) Any organization with tax exempt status under 26 United States Code Section  
16          501(c)(3) or 501(c)(4) that has a primary mission of protecting the rights of tenants in San  
17          Francisco may bring a civil action for injunctive relief and/or damages against a landlord who  
18          has wrongfully endeavored to recover, or has recovered, possession of a rental unit in  
19          violation of Section 37.9(a)(8), or who has collected excess rent in violation of Section  
20          37.9B(a). An action shall be brought no later than five years after (1) the date the landlord  
21          files the first statement of occupancy with the Rent Board under Section 37.9(a)(8)(vii) or (2)  
22          three months after the landlord recovers possession, whichever is earlier. Such action shall  
23          be filed within three years after an affected tenant knew, or through the exercise of reasonable  
24          diligence should have known, of the facts constituting the violation. However, before bringing  
25          any action under this Section 37.11A(b), the organization shall first provide 30 days' written

1 notice of its intent to initiate civil proceedings by serving a draft complaint on the City  
2 Attorney's Office and on any known address(es) of the affected tenant(s), and may bring the  
3 action under this Section 37.11A(b) only if neither the City Attorney's Office nor the tenant(s)  
4 have initiated civil proceedings by the end of the 30 day period. Any monetary award for rent  
5 overpayments shall be for two times any excess amounts of rent charged, as well as any  
6 other sums reasonably expended to investigate and prosecute the claim, and shall be limited  
7 to the three-year period preceding the month of filing of the action, plus the period between  
8 the month of filing and the date of the court's order.

9 (c) The prevailing party in any civil action brought under this Section 37.11A shall be  
10 entitled to recover reasonable attorneys' fees and costs. The remedy available under this  
11 Section 37.11A shall be in addition to any other existing remedies which may be available to  
12 ~~the tenant.~~

13  
14 Section 2. Effective Date. This ordinance shall become effective 30 days after  
15 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
16 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
17 of Supervisors overrides the Mayor's veto of the ordinance.

18  
19 Section 3. 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 4. 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  
11 APPROVED AS TO FORM:  
12 DENNIS J. HERRERA, City Attorney

13 By: \_\_\_\_\_  
14 MANU PRADHAN  
15 Deputy City Attorney

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