

File No. 191281 Committee Item No. 5  
Board Item No. 9

**COMMITTEE/BOARD OF SUPERVISORS**  
AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee Date February 3, 2020

Board of Supervisors Meeting  
Cmte Board

Date FEBRUARY 11, 2020

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Resolution                                   |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
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Completed by: Erica Major Date January 30, 2020  
Completed by: Erica Major Date 2/5/2020

1 [Administrative Code - Tenant Buyout Agreements]

2

3 Ordinance amending the Administrative Code to (1) classify certain types of unlawful

4 detainer settlement agreements as "Buyout Agreements," (2) require the Rent Board to

5 provide more information on the disclosure form that landlords must give to tenants

6 before buyout negotiations commence, (3) require landlords to give the disclosure

7 form to tenants a certain number of days before the Buyout Agreement is executed and

8 to verify to the Rent Board that the disclosures were provided, (4) require landlords to

9 include in the final Buyout Agreement identifying information about the location of the

10 unit, and (5) allow a tenant to invalidate any provision of the Buyout Agreement in

11 which the tenant waived their rights if the landlord did not timely file the Buyout

12 Agreement with the Rent Board.

13

14 NOTE: Unchanged Code text and uncodified text are in plain Arial font.

15 Additions to Codes are in *single-underline italics Times New Roman font*.

16 Deletions to Codes are in *strikethrough italics Times New Roman font*.

17 Board amendment additions are in double-underlined Arial font.

18 Board amendment deletions are in ~~Arial font~~.

19 Asterisks (\* \* \* \*) indicate the omission of unchanged Code

20 subsections or parts of tables.

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

22 Section 1. Findings and Purpose.

23 Adopted in 2014, the Buyout Ordinance (Administrative Code Section 37.9E) was

24 intended primarily to increase fairness to tenants in buyout negotiations and agreements with

25 landlords, and to help the City collect data about tenant buyout agreements. The Buyout

Ordinance does not apply to unlawful detainer settlements, which over time has developed

1 into a significant loophole. Elevating form over substance, some landlords will start buyout  
2 negotiations, but then file unlawful detainer actions so that they can resolve the negotiations  
3 as "settlements" rather than as "buyouts," and thereby avoid complying with the Buyout  
4 Ordinance. This undermines the goals of the Buyout Ordinance. Another concern is that  
5 some landlords continue to employ the high-pressure tactic of giving tenants very little time to  
6 conduct buyout negotiations. Further, although the Buyout Ordinance requires landlords to  
7 give tenants a set of written disclosures before buyout negotiations start, some landlords do  
8 not do so until the negotiations are almost complete.

9 In light of these various problems, this ordinance revises the Buyout Ordinance to  
10 modify certain pre-notification disclosure rules, so that the process is fairer and so that the  
11 City can better monitor compliance.

12  
13 Section 2. The Administrative Code is hereby amended by revising Section 37.9E, to  
14 read as follows:

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 money  
20 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, An agreement to settle a pending  
23 unlawful detainer action shall not be a "Buyout Agreement."

24 "Buyout Negotiations" means any discussion or bargaining, whether oral or written,  
25 between a landlord and tenant regarding the possibility of entering into a Buyout Agreement.

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

5 \* \* \* \*

6 (9) Any other information required by the Rent Board consistent with the  
7 purposes and provisions of this Section 37.9E; *and*

8 (10) A space for *each the* tenant to sign and write the date the landlord provided  
9 the tenant with the disclosure; *and*

10 (11) Information provided by the Mayor's Office of Housing and Community  
11 Development regarding the impact of the buyout on the tenant's eligibility for the City's affordable  
12 housing programs.

13 The landlord shall retain a copy of each signed disclosure form for five years, along  
14 with a record of the date the landlord provided the disclosure to each tenant and the method of  
15 service that the landlord used (regular mail, electronic mail, hand delivery, etc.).

16 (e) **Notification of the Rent Board.** After providing the disclosures required by subsection  
17 (d) and pPrior to commencing Buyout Negotiations, the landlord shall file a declaration executed  
18 under penalty of perjury with the Rent Board, on a form prepared by the Rent Board, that provides the  
19 following information to the Rent Board, on a form developed and authorized by the Rent Board:

20 (1) The landlord's name, business address, business email address, and  
21 business telephone number;

22 (2) The name of each tenant (if known) with whom the landlord intends to enter  
23 into Buyout Negotiations;

1 (3) The address of the rental unit that may be the subject of Buyout  
2 Negotiations, along with the Assessor's Parcel Number (lot and block) of the building where  
3 the unit is located; and

4 (4) *A statement signed under penalty of perjury that The date that the landlord  
5 provided each tenant with the disclosure required by subsection (d), and the method of service  
6 that the landlord used prior to commencing Buyout Negotiations.*

7 The Rent Board shall make the information included on this form *publicallypublicly*  
8 available, except that the Rent Board shall redact all information regarding the identity of the  
9 tenants.

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

11 (1) Be in writing. *The Agreement may be executed no sooner than 30 days after*  
12 *Buyout Negotiations commenced.* The landlord shall give each tenant a copy of the Buyout  
13 ~~a~~Agreement at the time the tenant executes the Agreement.

14 (2) Include the following statement in bold letters in a size equal to at least 14-  
15 point type in close proximity to the space reserved for the signature of the tenant(s). "You, the  
16 tenant, may cancel this agreement at any time on or before the 45th day after all parties have  
17 signed this agreement. To cancel this agreement, mail or deliver a signed and dated notice  
18 stating that you, the tenant, are cancelling this agreement, or words of similar effect. The  
19 notice shall be sent to: \_\_\_\_\_ (Name of landlord) at \_\_\_\_\_ (Address of landlord). If  
20 you do not cancel this agreement by the 45th day after all parties have signed the agreement, the  
21 landlord will be required to file a copy of the agreement with the Rent Board no later than the 59th day  
22 after all parties have signed the agreement. If the landlord does not file the agreement by the 59th day,  
23 you may file a copy, and you shall also have the option to void any language in the agreement in which  
24 you have waived your rights or released claims. Any provision of this agreement that purports to  
25 excuse the landlord from filing the agreement by the 59th day, or that purports to limit, restrict, or

1 prevent you from filing a copy and/or exercising these options if the landlord has not filed by the 59th  
2 day, shall be void and unenforceable." Immediately after this statement, there shall be a line for  
3 each tenant to affix his or her initials.

4 (3) Include the following statements in a size equal to at least 14-point type:  
5 "You, the tenant, have a right not to enter into a buyout agreement"; "You, the tenant, may  
6 choose to consult with an attorney and/or a tenants' rights organization before signing this  
7 agreement. You can find a list of tenants' rights organizations on the Rent Board's website –  
8 www.sfrb.org"; and "The Rent Board has created a ~~publically~~publicly available, searchable  
9 database that may include information about other buyout agreements in your neighborhood.  
10 You can search this database at the Rent Board's office at 25 Van Ness Avenue, Suite 320."  
11 Immediately after each statement, there shall be a line for each tenant to affix his or her  
12 initials.

13 (4) Include the following statements in a size equal to at least 14-point type:  
14 "Under Section 1396-(e)(4) of San Francisco's Subdivision Code, a property owner may not  
15 convert a building into a condominium where: (A) a senior, disabled, or catastrophically ill  
16 tenant has vacated a unit under a buyout agreement after October 31, 2014, or (B) two or  
17 more tenants who are not senior, disabled, or catastrophically ill have vacated units under  
18 buyout agreements, if the agreements were entered after October 31, 2014 and within the ten  
19 years prior to the condominium conversion application. A 'senior' is a person who is 60 years  
20 or older and has been residing in the unit for ten years or more at the time of the Buyout  
21 Agreement; a 'disabled' tenant is a person who is disabled under the Americans with  
22 Disabilities Act (Title 42 United States Code Section 12102) and has been residing in the unit  
23 for ten years or more at the time of Buyout Agreement; and a 'catastrophically ill' tenant is a  
24 person who is disabled under the Americans with Disabilities Act (Title 42 United States Code  
25 Section 12102) and who is suffering from a life threatening illness and has been residing in

1 the unit for five years or more at the time of the Buyout Agreement. Do you believe that you  
2 are senior, disabled, or catastrophically ill as those terms are defined above? Yes \_\_\_\_ No  
3 \_\_\_\_ I don't know \_\_\_\_ I prefer not say \_\_\_\_." The question listed in this subsection (f)(4)  
4 shall appear in the Buyout Agreement once for each tenant who is a party to the Buyout  
5 Agreement. Next to each question shall be a line for the tenant to affix his or her initials.

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

8 A Buyout Agreement that does not satisfy all the requirements of ~~this subsections~~  
9 ~~(f)(1)-(4)~~ shall not be effective and may be rescinded by the tenant at any time. A Buyout  
10 Agreement that does not include the initials of each tenant next to each of the statements  
11 described in subsections ~~(f)(2)-(4), and (f)(3) shall not be effective and may be rescinded by the~~  
12 ~~tenant at any time. A Buyout Agreement that does not contain an answer from each tenant to the~~  
13 ~~question listed in subsection (f)(4),~~ as well as the initials of each tenant next to his or answer to  
14 the question listed in subsection (f)(4), shall not be effective and may be rescinded by the  
15 tenant at any time.

16 (g) **Rescission of Buyout Agreements.** A tenant shall have the right to rescind a  
17 Buyout Agreement for up to and including 45 days after its execution by all parties. In order to  
18 rescind a Buyout Agreement under this subsection (g), the tenant must, on or before the 45th  
19 day following the execution of the Buyout Agreement by all parties, hand deliver, email, or  
20 place in the mail a statement to the landlord indicating that the tenant has rescinded the  
21 Buyout Agreement.

22 (h) **Filing of Buyout Agreements.** The landlord shall file a copy of the Buyout  
23 Agreement with the Rent Board no sooner than the 46th day after the Buyout Agreement is  
24 executed by all parties, and no more later than 59 days after the agreement is executed by all  
25 parties. After the 59th day, either the landlord or the tenant may file a copy of the Buyout Agreement.

1 However, regardless of whether any party files the Buyout Agreement after the 59th day, if the landlord  
2 had not filed a copy by the 59th day, any provision of the Buyout Agreement in which the tenant waived  
3 their rights or released claims shall not be effective and shall be void at the option of the tenant, and  
4 the tenant shall be entitled to all remedies authorized by law; provided, however, that said remedies  
5 shall not include the displacement of a subsequent tenant in the unit. Buyout Agreements  
6 rescinded under subsection (g) need not be filed with the Rent Board.

7 (i) **Posting of Buyout Agreements.** The Rent Board shall create a searchable  
8 database with information received from filings under subsection (h). The database shall be  
9 accessible to the public at the Rent Board's office and shall include a copy of all filings  
10 received under subsection (h). Before posting a copy of any filing received under subsection  
11 (h) on its database, the Rent Board shall redact all information regarding the identity of the  
12 tenants. The party who filed the Buyout Agreement shall inform the Rent Board whether the Buyout  
13 Agreement concerned an unlawful detainer action. If so, the Rent Board shall also redact from the  
14 posted Buyout Agreement any information concerning the unlawful detainer action that may be  
15 confidential under California Code of Civil Procedure 1161.2.

16 \* \* \* \*

17  
18 Section 4. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors  
19 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,  
20 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal  
21 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment  
22 additions, and Board amendment deletions in accordance with the "Note" that appears under  
23 the official title of the ordinance.  
24  
25



1 Section 5. 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 6. Undertaking for the General Welfare. In enacting and implementing this  
11 ordinance, the City is assuming an undertaking only to promote the general welfare. It is not  
12 assuming, nor is it imposing on its officers and employees, an obligation for breach of which it  
13 is liable in money damages to any person who claims that such breach proximately caused  
14 injury.

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25 //

1 Section 7. Effective Date and Operative Dates.

2 (a) — This ordinance shall become effective 30 days after enactment. Enactment  
3 occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or  
4 does not sign the ordinance within ten days of receiving it, or the Board of Supervisors  
5 overrides the Mayor's veto of the ordinance.

6 (b) — This ordinance shall become operative on ~~March 1, 2020.~~

7  
8 APPROVED AS TO FORM:  
9 DENNIS J. HERRERA, City Attorney

10  
11 By:

  
12 MANU PRADHAN  
13 Deputy City Attorney

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**REVISED LEGISLATIVE DIGEST**  
(Amended in Committee, 2/3/2020)

[Administrative Code - Tenant Buyout Agreements]

**Ordinance amending the Administrative Code to (1) classify certain types of unlawful detainer settlement agreements as “Buyout Agreements,” (2) require the Rent Board to provide more information on the disclosure form that landlords must give to tenants before buyout negotiations commence, (3) require landlords to give the disclosure form to tenants a certain number of days before the Buyout Agreement is executed and to verify to the Rent Board that the disclosures were provided, (4) require landlords to include in the final Buyout Agreement identifying information about the location of the unit, and (5) allow a tenant to invalidate any provision of the Buyout Agreement in which the tenant waived their rights if the landlord did not timely file the Buyout Agreement with the Rent Board.**

Existing Law

Administrative Code Section 37.9E (“the Buyout Ordinance”) regulates how landlords and tenants negotiate and enter into tenant buyout agreements. A “Buyout Agreement” is defined to mean an agreement wherein the landlord pays the tenant money or other consideration to vacate the rental unit, but does not include agreements to settle pending unlawful detainer actions.

The Buyout Ordinance includes the following requirements: (1) the landlord must provide the tenant certain written disclosures before commencing buyout negotiations; (2) the landlord must verify to the Rent Board that it has provided the disclosures, and must retain a record of the date it provided the disclosures for five years; (3) the actual buyout agreement must also contain certain disclosures and must be signed by both parties; (4) the tenant has the option to rescind the agreement within 45 days after the date of signing; and (5) starting on the 46th day after the date of signing, the landlord has two weeks (i.e., until the 59th day) to file a copy of the final buyout agreement with the Rent Board.

Amendments to Current Law

The proposed ordinance would modify the Buyout Ordinance in the following ways:

- The term “Buyout Agreement” would be broadened to include agreements to settle unlawful detainer actions filed within 120 days after buyout negotiations started.
- The Rent Board would have to update the tenant disclosure form to include information regarding the impact of a buyout agreement on a tenant’s eligibility for the City’s affordable housing programs.

- The landlord's verification to the Rent Board would have to show the date the landlord provided the tenant the disclosure form and the method of service used (e.g., hand delivery, email, regular mail), and the landlord would need to retain a record of this information for five years.
- After starting buyout negotiations, the landlord and tenant would have to allow at least 30 days to elapse before the final agreement could be executed.
- If the landlord does not comply with its obligation to file a copy of the buyout agreement with the Rent Board within 59 days after the agreement was executed, any provision of the agreement in which the tenant waived their rights or released claims would be voidable at the option of the tenant (but the tenant's remedies would not include displacement of a subsequent tenant in the unit).
- The final agreement would have to state the address of the unit and the assessor's parcel number (lot and block) of the building where the unit is located. A landlord's failure to include this information would not be a basis for a tenant to later rescind the agreement. (This provision reflects amendments made at the Land Use Committee hearing on February 3, 2020.)

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191281

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**From:** Board of Supervisors, (BOS)  
**Sent:** Tuesday, February 4, 2020 5:25 PM  
**To:** BOS-Supervisors  
**Cc:** Major, Erica (BOS)  
**Subject:** FW: Communication Re: File Number 191281  
**Attachments:** SFAA BoS Letter re 191281.pdf

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**From:** Charley Goss <charley@sfaa.org>  
**Sent:** Tuesday, February 4, 2020 2:09 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Communication Re: File Number 191281

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Clerk of the Board of Supervisors,

Attached please find a letter detailing the San Francisco Apartment Association's concerns about File Number 191281, known as the "Buyout Ordinance"). Please distribute this letter to all members of the Board of Supervisors and include this communication as part of the legislative file at your earliest convenience.

Please let me know if you have any questions or concerns, or if you would like hard copies to be delivered to your office.

Sincerely,

Charley Goss  
Government and Community Affairs Manager  
San Francisco Apartment Association  
265 Ivy Street  
p.415.255.2288 ext.14  
f.415.255.1112

Information and opinions provided by SFAA staff is not legal advice and may not be construed as such. SFAA staff members are not legal advisors or attorneys. No legal advice is conveyed by this email or through any telephone conversation between you and SFAA staff. Transmitted information and opinions are derived from industry customs and practices but are not to be construed or relied upon as representations of law or legal advice. You should confirm all information and opinions with your own attorney.



## San Francisco Apartment Association

February 4, 2020

Office of the Clerk of the Board  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, CA 94102

Re: File No. 191281

Dear Board of Supervisors of San Francisco,

The San Francisco Apartment Association writes to oppose the proposed amendments in File No. 191281 to Section 37.9E of the Administrative Code (known as the "Buyout Ordinance"). The proposal would amend the Buyout Ordinance in three ways:

- 1: It imposes a 30-day bar on executing buyout agreements (independent of the 45 day, unilateral right of rescission for tenants).
- 2: It requires the settlement of an unlawful detainer action to conform to the rigors of the Buyout Ordinance if the action commences within 120 days of a buyout negotiation.
- 3: It imposes an open-ended "rescind at any time" provision for buyout agreements that are filed with the Rent Board even a day late.

Each of these changes will impermissibly thrust the Buyout Ordinance in conflict with state unlawful detainer law, the litigation privilege and judicial primacy over the orderly settlement of cases.

As long as modern eviction controls have existed, California courts have distinguished between municipalities' valid, substantive grounds for eviction and invalid impediments to the speedy unlawful detainer procedures. This is because state law occupies the field on eviction procedural law. For instance, in the seminal *Birkenfeld v. City of Berkeley* (1976) 17 Cal. 3d 129, the Supreme Court found that the unlawful detainer statutes preempted Berkeley's requirement that a landlord obtain a "certificate" after service of an eviction notice but prior to commencing litigation. *Birkenfeld*, supra, 17 Cal. 3d at 178.

The Berkeley Rent Board set a brisk hearing schedule (with notice, hearing and determination rendered within a few weeks). It would issue the certificate if the landlord "carr[ied] the burden of showing not only the existence of permissible grounds for eviction and that the tenancy has been properly terminated by notice but also that there are 'no outstanding Code violations on the premises' other than those 'substantially caused by the present tenants.'" (*Birkenfeld*, supra, 17 Cal. 3d at 150.)



## San Francisco Apartment Association

While these matters *related* to the permissible, substantive regulation, and while decisions were rendered relatively quickly, "To require landlords to fulfill the elaborate prerequisites for the issuance of a certificate of eviction by the rent control board before they commence the statutory proceeding would nullify the intended summary nature of the remedy." Birkenfeld, *supra*, 17 Cal. 3d at 151.

The proposed Buyout Ordinance prevents a landlord from simply accessing the courts in an eviction lawsuit. Initially, it inhibits settlement of unlawful detainers by strictly *preventing* them for thirty days, in violation of state law. There is no permissible application of this delay; instead, there are two impermissible alternatives – either a landlord waits *one-hundred and twenty days* to prosecute (in violation of state law on evictions) or he reduces unlawful detainer litigation to a court-supervised buyout negotiation (in violation of a parties access to the courts generally).

Further, while settlement agreements are litigation privileged (e.g., *Action Apartment Assn., Inc. v. City of Santa Monica* (2007) 41 Cal. 4th 1232, 1241, non-conforming buyout negotiations in settlement of litigation impose new conditions on that privilege and new penalties on the landlord, not found in state law (*Action Apartment Assn., Inc., supra*, 41 Cal. 4th at 1249).

By requiring disclosure and registration, it interferes with the judiciary's orderly resolution of its cases. The amendment would require parties to stop in their tracks (e.g., while inside 400 McAllister Street at the court-ordered mandatory settlement conferences), and to disclose and register with the Rent Board, before continuing to resolve their civil claims. Courts have struck down similar provisions that interfered with straightforward settlements of unlawful detainers. (E.g., *Baba v. Bd. of Supervisors* (2004) 124 Cal. App. 4th 504, conditioning unlawful detainer settlement agreements on the involvement of independent tenant counsel or the supervision of a retired judge). Well-meaning though this amendment may be, the infantilization of tenants frustrates their right of self-representation. *Baba*, *supra*, 124 Cal. App. 4th at 522.

The existing Buyout Ordinance allows tenants to rescind. Extending this right to rescind to the settlement of civil lawsuits would violate the unlawful detainer statutes. The Court in *Larson v. City & Cty. of San Francisco* (2011) 192 Cal. App. 4th 1263 found that San Francisco could not apply a one-sided attorneys' fee provision (for the benefit of a prevailing party tenant only) to unlawful detainers. Though it could regulate substantive grounds for eviction, this impermissibly affected the procedural aspects of eviction lawsuits. Likewise, parties in pending landlord-tenant litigation may contract for settlement and specific judicial enforcement terms. See, e.g., *Sayta v. Chu* (2017) 17 Cal. App. 5th 960, 964. Municipalities may not condition these procedures with new substantive rights for tenants. (The amendment would also extend the tenant's right to rescind unfiled buyout agreements indefinitely, which violates basic *res judicata* principles.)



## San Francisco Apartment Association

For the foregoing reasons, the San Francisco Apartment Association urges the Board of Supervisors to reject this amendment.

Sincerely,

Charley Goss  
Government and Community Affairs Manager



BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

## MEMORANDUM

TO: Robert Collins, Executive Director, Rent Board  
Tom Hui, Director, Department on Building Inspection  
Mohammed Nuru, Director, Public Works

FROM: Erica Major, Assistant Clerk, Land Use and Transportation Committee

DATE: December 31, 2019

SUBJECT: LEGISLATION INTRODUCED

---

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislation, introduced by Supervisor Ronen on December 17, 2019:

**File No. 191281**

**Ordinance amending the Administrative Code to classify certain types of unlawful detainer settlement agreements as "Buyout Agreements;" require the Rent Board to provide more information on the disclosure form that landlords must give to tenants before buyout negotiations commence; require landlords to give the disclosure form to tenants a certain number of days before the Buyout Agreement is executed and to verify to the Rent Board that the disclosures were provided; and allow a tenant to invalidate any provision of the Buyout Agreement in which the tenant waived their rights if the landlord did not timely file the Buyout Agreement with the Rent Board.**

If you have comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: [erica.major@sfgov.org](mailto:erica.major@sfgov.org).

c: William Strawn, Department of Building Inspection  
Patty Lee, Department of Building Inspection  
David Steinberg, Public Works  
Jeremy Spitz, Public Works  
Jennifer Blot, Public Works  
John Thomas, Public Works  
Lena Liu, Public Works

Print Form

# Introduction Form

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

By a Member of the Board of Supervisors or Mayor

2019 DEC 17 PM 5:50 Stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [redacted] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [redacted] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. [redacted]
- 9. Reactivate File No. [redacted]
- 10. Topic submitted for Mayoral Appearance before the BOS on [redacted]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.**

Sponsor(s):

Ronen; Preston, Fewer, Haney, Peskin

Subject:

[Administrative Code - Tenant Buyout Agreements]

The text is listed:

Ordinance amending the Administrative Code to classify certain types of unlawful detainer settlement agreements as "Buyout Agreements," require the Rent Board to provide more information on the disclosure form that landlords must give to tenants before buyout negotiations commence, require landlords to give the disclosure form to tenants a certain number of days before the Buyout Agreement is executed and to verify to the Rent Board that the disclosures were provided, and allow a tenant to invalidate any provision of the Buyout Agreement in which the tenant waived their rights if the landlord did not timely file the Buyout Agreement with the Rent Board.

Signature of Sponsoring Supervisor:

*Will Rone*

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