

File No. 131061

Committee Item No. 1

Board Item No. 41

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date December 16, 2013

Board of Supervisors Meeting Date 12.17.13

Cmte Board

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Completed by: Andrea Ausberry Date December 12, 2013
 Completed by: AA Date 12.17.13

1 [Administrative Code - Hearings on Tenant Allegations of Landlord Harassment to Recover
2 Possession of the Tenant's Unit]

3 **Ordinance amending Administrative Code, Chapter 37, "Residential Rent Stabilization
4 and Arbitration Ordinance," by providing for hearings at the Rent Board on tenant
5 allegations of landlord harassment constituting a wrongful endeavor to recover
6 possession of the tenant's unit.**

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

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

15 Section 1. The Administrative Code is hereby amended by revising Section 37.9, to
16 read as follows:

17 **SEC. 37.9. EVICTIONS.**

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

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

21 (1) The tenant:

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

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

1 (ii) Except that, commencing August 10, 2001, to and including February 10,
2 2003, a landlord shall not endeavor to recover or recover possession of a rental unit for failure
3 of a tenant to pay that portion of rent attributable to a capital improvement passthrough
4 certified pursuant to a decision issued after April 10, 2000, where the capital improvement
5 passthrough petition was filed prior to August 10, 2001, and a landlord shall not impose any
6 late fee(s) upon the tenant for such non-payment of capital improvements costs; or

7 (B) Habitually pays the rent late; or

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

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

14 (A) Provided that notwithstanding any lease provision to the contrary, a landlord
15 shall not endeavor to recover possession of a rental unit as a result of subletting of the rental
16 unit by the tenant if the landlord has unreasonably withheld the right to sublet following a
17 written request by the tenant, so long as the tenant continues to reside in the rental unit and
18 the sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails
19 to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written
20 request, the tenant's request shall be deemed approved by the landlord.

21 (B) Provided further that where a rental agreement or lease provision limits the
22 number of occupants or limits or prohibits subletting or assignment, a landlord shall not
23 endeavor to recover possession of a rental unit as a result of the addition to the unit of a
24 tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic
25 partner (as defined in Administrative Code Sections 62.1 through 62.8) of such relatives, or as

1 a result of the addition of the spouse or domestic partner of a tenant, so long as the maximum
2 number of occupants stated in Section 37.9(a)(2)(B)(i) and (ii) is not exceeded, if the landlord
3 has unreasonably refused a written request by the tenant to add such occupant(s) to the unit.
4 If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the
5 tenant's written request, the tenant's request shall be deemed approved by the landlord. A
6 landlord's reasonable refusal of the tenant's written request may not be based on the
7 proposed additional occupant's lack of creditworthiness, if that person will not be legally
8 obligated to pay some or all of the rent to the landlord. A landlord's reasonable refusal of the
9 tenant's written request may be based on, but is not limited to, the ground that the total
10 number of occupants in a unit exceeds (or with the proposed additional occupant(s) would
11 exceed) the lesser of (i) or (ii):

12 (i) Two persons in a studio unit, three persons in a one-bedroom unit, four
13 persons in a two-bedroom unit, six persons in a three-bedroom unit, or eight persons in a four-
14 bedroom unit; or

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

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

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

24 (5) The tenant, who had an oral or written agreement with the landlord which has
25 terminated, has refused after written request or demand by the landlord to execute a written

1 extension or renewal thereof for a further term of like duration and under such terms which are
2 materially the same as in the previous agreement; provided, that such terms do not conflict
3 with any of the provisions of this Chapter; or

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

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

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

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

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

19 (iii) For purposes of this Section 37.9(a)(8) only, as to landlords who become
20 owners of record of the rental unit on or before February 21, 1991, the term "landlord" shall be
21 defined as an owner of record of at least 10 percent interest in the property or, for Section
22 37.9(a)(8)(i) only, two individuals registered as domestic partners as defined in San Francisco
23 Administrative Code Sections 62.1 through 62.8 whose combined ownership of record is at
24 least 10 percent. For purposes of this Section 37.9(a)(8) only, as to landlords who become
25 owners of record of the rental unit after February 21, 1991, the term "landlord" shall be

1 defined as an owner of record of at least 25 percent interest in the property or, for Section
2 37.9(a)(8)(i) only, two individuals registered as domestic partners as defined in San Francisco
3 Administrative Code Sections 62.1 through 62.8 whose combined ownership of record is at
4 least 25 percent.

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

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

22 (vi) Once a landlord has successfully recovered possession of a rental unit
23 pursuant to Section 37.9(a)(8)(i), then no other current or future landlords may recover
24 possession of any other rental unit in the building under Section 37.9(a)(8)(i). It is the intention
25 of this Section that only one specific unit per building may be used for such occupancy under

1 Section 37.9(a)(8)(i) and that once a unit is used for such occupancy, all future occupancies
2 under Section 37.9(a)(8)(i) must be of that same unit, provided that a landlord may file a
3 petition with the Rent Board, or at the landlord's option, commence eviction proceedings,
4 claiming that disability or other similar hardship prevents him or her from occupying a unit
5 which was previously occupied by the landlord.

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

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

13 (10) The landlord seeks to recover possession in good faith in order to demolish
14 or to otherwise permanently remove the rental unit from housing use and has obtained all the
15 necessary permits on or before the date upon which notice to vacate is given, and does so
16 without ulterior reasons and with honest intent; provided that a landlord who seeks to recover
17 possession under this Section 37.9(a)(10) shall pay relocation expenses as provided in
18 Section 37.9C except that a landlord who seeks to demolish an unreinforced masonry building
19 pursuant to Building Code Chapters 16B and 16C must provide the tenant with the relocation
20 assistance specified in Section 37.9A(f) below prior to the tenant's vacating the premises; or

21 (11) The landlord seeks in good faith to remove temporarily the unit from housing
22 use in order to be able to carry out capital improvements or rehabilitation work and has
23 obtained all the necessary permits on or before the date upon which notice to vacate is given,
24 and does so without ulterior reasons and with honest intent. Any tenant who vacates the unit
25 under such circumstances shall have the right to reoccupy the unit at the prior rent adjusted in

1 accordance with the provisions of this Chapter. The tenant will vacate the unit only for the
2 minimum time required to do the work. On or before the date upon which notice to vacate is
3 given, the landlord shall advise the tenant in writing that the rehabilitation or capital
4 improvement plans are on file with the Central Permit Bureau of the Department of Building
5 Inspection and that arrangements for reviewing such plans can be made with the Central
6 Permit Bureau. In addition to the above, no landlord shall endeavor to recover possession of
7 any unit subject to a RAP loan as set forth in Section 37.2(m) of this Chapter except as
8 provided in Section 32.69 of the San Francisco Administrative Code. The tenant shall not be
9 required to vacate pursuant to this Section 37.9(a)(11), for a period in excess of three months;
10 provided, however, that such time period may be extended by the Board or its Administrative
11 Law Judges upon application by the landlord. The Board shall adopt rules and regulations to
12 implement the application procedure. Any landlord who seeks to recover possession under
13 this Section 37.9(a)(11) shall pay relocation expenses as provided in Section 37.9C or

14 (12) The landlord seeks to recover possession in good faith in order to carry out
15 substantial rehabilitation, as defined in Section 37.2(s), and has obtained all the necessary
16 permits on or before the date upon which notice to vacate is given, and does so without
17 ulterior reasons and with honest intent. Notwithstanding the above, no landlord shall endeavor
18 to recover possession of any unit subject to a RAP loan as set forth in Section 37.2(m) of this
19 Chapter except as provided in Section 32.69 of the San Francisco Administrative Code; Any
20 landlord who seeks to recover possession under this Section 37.9(a)(12) shall pay relocation
21 expenses as provided in Section 37.9C; or

22 (13) The landlord wishes to withdraw from rent or lease all rental units within any
23 detached physical structure and, in addition, in the case of any detached physical structure
24 containing three or fewer rental units, any other rental units on the same lot, and complies in
25 full with Section 37.9A with respect to each such unit; provided, however, that guestrooms or

1 efficiency units within a residential hotel, as defined in Section 50519 of the Health and Safety
2 Code, may not be withdrawn from rent or lease if the residential hotel has a permit of
3 occupancy issued prior to January 1, 1990, and if the residential hotel did not send a notice of
4 intent to withdraw the units from rent or lease (Administrative Code Section 37.9A(f),
5 Government Code Section 7060.4(a)) that was delivered to the Rent Board prior to January 1,
6 2004; or

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

13 (15) The landlord seeks to recover possession in good faith in order to demolish
14 or to otherwise permanently remove the rental unit from housing use in accordance with the
15 terms of a development agreement entered into by the City under Chapter 56 of the San
16 Francisco Administrative Code.

17 (16) The tenant's Good Samaritan Status (Section 37.2(a)(1)(D)) has expired, and
18 the landlord exercises the right to recover possession by serving a notice of termination of
19 tenancy under this Section 37.9(a)(16) within 60 days after expiration of the Original and any
20 Extended Good Samaritan Status Period.

21 (b) A landlord who resides in the same rental unit with his or her tenant may evict said
22 tenant without just cause as required under Section 37.9(a) above.

23 (c) A landlord shall not endeavor to recover possession of a rental unit unless at least
24 one of the grounds enumerated in Section 37.9(a) or (b) above is the landlord's dominant
25 motive for recovering possession and unless the landlord informs the tenant in writing on or

1 before the date upon which notice to vacate is given of the grounds under which possession is
2 sought and that advice regarding the notice to vacate is available from the Residential Rent
3 Stabilization and Arbitration Board, before endeavoring to recover possession. A copy of all
4 notices to vacate except three-day notices to vacate or pay rent and a copy of any additional
5 written documents informing the tenant of the grounds under which possession is sought shall
6 be filed with the Board within 10 days following service of the notice to vacate. The District
7 Attorney shall determine whether the units set forth on the list compiled in accordance with
8 Section 37.6(k) are still being occupied by the tenant who succeeded the tenant upon whom
9 the notice was served. In cases where the District Attorney determines that Section 37.9(a)(8)
10 has been violated, the District Attorney shall take whatever action he deems appropriate
11 under this Chapter or under State law.

12 (d) No landlord may cause a tenant to quit involuntarily or threaten to bring any action
13 to recover possession, or decrease any services, or increase the rent, or take any other action
14 where the landlord's dominant motive is retaliation for the tenant's exercise of any rights under
15 the law. Such retaliation shall be a defense to any action to recover possession. In an action
16 to recover possession of a rental unit, proof of the exercise by the tenant of rights under the
17 law within six months prior to the alleged act of retaliation shall create a rebuttable
18 presumption that the landlord's act was retaliatory.

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

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

18 (h) With respect to rental units occupied by recipients of tenant-based rental
19 assistance, the notice requirements of this Section 37.9 shall be required in addition to any
20 notice required as part of the tenant-based rental assistance program, including but not limited
21 to the notice required under 24 CFR Section 982.310(e)(2)(ii).

22 (i) The following additional provisions shall apply to a landlord who seeks to recover a
23 rental unit by utilizing the grounds enumerated in Section 37.9(a)(8):
24
25

1 (1) A landlord may not recover possession of a unit from a tenant under Section
2 37.9(a)(8) if the landlord has or receives notice, any time before recovery of possession, that
3 any tenant in the rental unit:

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

6 (B) Is disabled within the meaning of Section 37.9(i)(1)(B)(i) and has been
7 residing in the unit for 10 years or more, or is catastrophically ill within the meaning of Section
8 37.9(i)(1)(B)(ii) and has been residing in the unit for five years or more:

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

14 (ii) A "catastrophically ill" tenant is defined for purposes of this Section
15 37.9(i)(1)(B) as a person who is disabled as defined by Section 37.9(i)(1)(B)(i), and who is
16 suffering from a life threatening illness as certified by his or her primary care physician.

17 (2) The foregoing provisions of Sections 37.9(i)(1)(A) and (B) shall not apply
18 where there is only one rental unit owned by the landlord in the building, or where each of the
19 rental units owned by the landlord in the same building where the landlord resides (except the
20 unit actually occupied by the landlord) is occupied by a tenant otherwise protected from
21 eviction by Sections 37.9(i)(1)(A) or (B) and where the landlord's qualified relative who will
22 move into the unit pursuant to Section 37.9(a)(8) is 60 years of age or older.

23 (3) The provisions established by this Section 37.9(i) include, but are not limited
24 to, any rental unit where a notice to vacate/quit has been served as of the date this
25

1 amendment takes effect but where the rental unit has not yet been vacated or an unlawful
2 detainer judgment has not been issued.

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

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

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

24 (1) It shall be a defense to an eviction under Section 37.9(a)(8) if any tenant in the
25 rental unit has a custodial or family relationship with a child under the age of 18 who is

1 residing in the unit, the tenant with the custodial or family relationship has resided in the unit
2 for 12 months or more, and the effective date of the notice of termination of tenancy falls
3 during the school year. The term "school year" as used in this Section 37.9(j) means the first
4 day of instruction for the Fall Semester through the last day of instruction for the Spring
5 Semester, as posted on the San Francisco Unified School District website for each year.

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

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

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

9 (k) Disclosure of Rights to Tenants Before and After Sale of Rental Units Subject to
10 Section 37.9.

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

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

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

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

24 (D) A statement that the owner's right to show units to prospective buyers is
25 governed by California Civil Code section 1954, including a statement that tenants must

1 receive notice as provided by Section 1954, and a statement that a showing must be
2 conducted during normal business hours unless the tenant consents to an entry at another
3 time.

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

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

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

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

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

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

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

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

8 (1) Hearings on Alleged Wrongful Endeavor To Recover Possession Through Tenant
9 Harassment.

10 (1) Upon receipt of a tenant report alleging wrongful endeavor to recover possession of the
11 tenant's unit through harassment, the Board through its Executive Director shall send a notice
12 acknowledging receipt of the report and summarizing the rights and responsibilities of landlords and
13 tenants regarding possession of, and eviction from, residential rental units. Upon consideration of
14 such report, the Executive Director may schedule an investigative hearing on the allegations before a
15 Board Administrative Law Judge, where both the tenant and the landlord may appear and make oral
16 and/or written presentations, including presentation of other witnesses. Following such hearing, the
17 Administrative Law Judge shall provide the Board with a summary of evidence produced at the
18 hearing.

19 (2) Upon review of the evidence, the Board shall consider whether to undertake any further
20 proceedings such as, but not limited to, civil litigation pursuant to Section 37.9(f), or referral to the
21 District Attorney (see Section 37.9(e)).

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

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

5
6 Section 3. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors
7 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,
8 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal
9 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment
10 additions, and Board amendment deletions in accordance with the "Note" that appears under
11 the official title of the ordinance.

12
13
14
15 APPROVED AS TO FORM:
16 DENNIS J. HERRERA, City Attorney

17 By:


18 MARIE CORLETT BLITS
19 Deputy City Attorney

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LEGISLATIVE DIGEST

[Administrative Code - Hearings on Tenant Allegations of Landlord Harassment to Recover Possession of the Tenant's Unit]

Ordinance amending Administrative Code Chapter 37 "Residential Rent Stabilization and Arbitration Ordinance," by providing for hearings at the Rent Board on tenant allegations of landlord harassment constituting a wrongful endeavor to recover possession of the tenant's unit.

Existing Law

Administrative Code Chapter 37 "Residential Rent Stabilization and Arbitration Ordinance" provides rent control and eviction protections for tenants in units subject to that Ordinance, which includes most residential rental units built before June 1979 ("Rent Ordinance"). Covered tenants may only be evicted for one of 15 just causes, ranging from non-payment of rent to owner move-in evictions (see, Section 37.9).

Amendments to Current Law

The proposed legislation would add a mechanism for hearing tenant complaints that a landlord is attempting to circumvent utilization of one of the 15 just causes for eviction, by harassing the tenant into vacating the unit. (Administrative Code Section 37.9(I).)

If a tenant reports such harassment to the Rent Board, the Executive Director will send a notice summarizing rights and responsibilities of landlords and tenants under the Rent Ordinance, and may schedule an investigative hearing on the tenant's allegations before an Administrative Law Judge. Both the tenant and the landlord may appear and make oral and/or written presentations, including presentation of other witnesses.

The Administrative Law Judge will then provide the Rent Board with a summary of evidence produced at the hearing. Upon review, the Rent Board will consider whether to undertake any further proceedings, such as, but not limited to, civil litigation pursuant to Section 37.9(f), or referral to the District Attorney (see Section 37.9(e)).

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DENNIS J. HERRERA
City Attorney

MARIE CORLETT BLITS
Deputy City Attorney

DIRECT DIAL: (415) 554-4651
E-MAIL: marie.blits@sfgov.org

MEMORANDUM

TO: Supervisor Campos *[Handwritten initials]*
FROM: Marie Corlett Blits *[Handwritten initials]*
Deputy City Attorney
DATE: October 29, 2013
OUR FILE NUMBER: 1400172
TYPE OF LEGISLATION: Ordinance

Attached please find the original and two copies of the following legislation and legislative digest:

Ordinance amending Administrative Code Chapter 37 "Residential Rent Stabilization and Arbitration Ordinance" by providing for hearings at the Rent Board on tenant allegations of landlord harassment constituting a wrongful endeavor to recover possession of the tenant's unit.

We have also forwarded you an electronic version of the legislation and digest for submission to the Clerk of the Board upon introduction of this legislation. Please let me know if you have any questions or would like any additional information.

cc: Jon Givner
Paul Zarefsky
Melissa Millsaps
Allie Fisher

Member, Board of Supervisors
District 8



*Orig Comm Clerk
C: COB, Leg Dep page*

City and County of San Francisco

SCOTT WIENER

威善高

DATE: December 11, 2013

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Scott Wiener *SW*
Chairperson

RE: Land Use and Economic Development Committee
COMMITTEE REPORT

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2013 DEC 12 AM 11:11
PML

Pursuant to Board Rule 4.20, as Chair of the Land Use and Economic Development Committee, I have deemed the following matter is of an urgent nature and request it be considered by the full Board on December 17, 2013, as a Committee Report:

File No. 131061

Administrative Code - Hearings on Tenant Allegations of Landlord Harassment to Recover Possession of the Tenant's Unit.

This matter will be heard in the Land Use and Economic Development Committee on December 16, 2013, at 1:30 p.m.

BOARD of SUPERVISORS



City Hall
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: Delene Wolf, Executive Director, Rent Board
Olson Lee, Director, Mayor's Office of Housing
Tom Hui, Director, Building Inspection Department

FROM: Alisa Miller, Clerk, Land Use and Economic Development Committee
Board of Supervisors

DATE: November 12, 2013

SUBJECT: SUBSTITUTE LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Economic Development Committee has received the following legislation, introduced by Supervisor Campos on October 29, 2013:

File No. 131061

Ordinance amending Administrative Code, Chapter 37, "Residential Rent Stabilization and Arbitration Ordinance," by providing for hearings at the Rent Board on tenant allegations of landlord harassment constituting a wrongful endeavor to recover possession of the tenant's unit.

If you have any additional 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.

c: Eugene Flannery, Secretary, Mayor's Office of Housing
William Strawn, Director, Building Inspection Department
Carolyn Jayin, Director, Building Inspection Department

Several for Land Use

MEMORANDUM

TO: Clerk of the Board

FROM: Supervisor Cohen

MEETING DATE: Oct 29, 2013

Please add my name as a SPONSOR to the following agenda items:

- ✓ Ordinance #131059 _____
- ✓ # 131061 _____
- # 131062 _____
- ✓ # 131063 _____
- # 131072 _____
- # 131073 _____
- _____
- _____
- _____
- _____

Clerk's Office/Forms/Sponsors Added

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time 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 [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on []

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 a Imperative

Sponsor(s):

Campos, Avalos, Mar, Chiu, *Cohen*

Subject:

Administrative Code – Hearings on Tenant Allegations of Landlord Harassment to Recover Possession of the Tenant's Unit

The text is listed below or attached:

[Empty box for text listing]

Signature of Sponsoring Supervisor: *[Signature]*

For Clerk's Use Only:

131061