

1 [Neighborhood Sanitation and Housing Habitability Ordinance]
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3 **Ordinance amending Article 11 of the San Francisco Health Code to change the title**
4 **from "Nuisance" to "Neighborhood Sanitation and Housing Habitability," adding**
5 **relevant definitions to Section 580, amending the definition of nuisance in Section 581**
6 **to include asbestos hazards and violations of Sections 582, 583 and 295, adding**
7 **Section 582 to set forth specific requirements to prevent vermin and insect disease**
8 **vector harborage and infestation in dwellings, commercial establishments, and vacant**
9 **lots in order to improve the health, safety and general welfare of occupants, adding**
10 **Section 582.5 to require the Director to promulgate rules and regulations to address**
11 **bed bug infestations, adding Section 584 to give the Department of Public Health the**
12 **discretion to require owners and managers of multiple dwellings with more than three**
13 **dwelling units and a history of noncompliance to complete Department of Public**
14 **Health-approved training sessions; adding potential attorneys' fees recovery for those**
15 **cases in which the City elects to recover attorneys' fees to Sections 596 and 609,**
16 **clarifying and making consistent with state law the Director's authority in Section 596**
17 **to issue orders to vacate a premises upon discovery of a nuisance that endangers the**
18 **immediate health and safety of the residents, adding a requirement that the Director**
19 **give notice to relocated tenants under this section that they may be eligible for**
20 **assistance pursuant to California Health and Safety Code Sections 17975 et seq.,**
21 **adding lien recovery for attorneys' fees for Section 599 and 609, adding civil penalties**
22 **of \$500 per violation per day to Section 600, authorizing recovery of all costs and fees,**
23 **including attorneys' fees, incurred in enforcement under Section 609 and raising the**
24 **existing inspection fees to \$150 for the first hour and \$75 for each additional half-hour**
25 **or part thereof, extending the notice and hearing provisions for lien collections under**

1 Sections 609.1 and 609.2 to include the additional costs and fees that may be
2 recovered under the amended Section 609, creating fees in Section 609 for routine and
3 complaint-based inspections that reveal violations; adding Section 295 to require that
4 in all multi-story residential facilities, refuse be collected from the ground level or
5 below ground level garbage collection rooms, designated garbage areas or from the
6 sidewalk and that refuse from upper floors may not be transferred to those designated
7 areas between the hours of 11 p.m. and 7 a.m., expanding the definition of lead hazards
8 in Sections 1603 and 581(b)(10) to include hazards to adults as well as children.

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10 Note: Additions are *single-underline italics Times New Roman*;
11 deletions are ~~*strikethrough italics Times New Roman*~~.
12 Board amendment additions are double underlined.
Board amendment deletions are ~~strikethrough normal~~.

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

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15 Section 1. The San Francisco Health Code is hereby amended by amending the title of
16 Article 11 to read as follows:

17 **Article 11: Neighborhood Sanitation and Housing Habitability Nuisances**

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19 Section 2. The San Francisco Health Code is hereby amended by adding Sections
20 582 through 584 and by amending Sections 580, 581, 596, 599, 600, 609, 609.1, and 609.2 to
21 read as follows:

22 **SEC. 580. DEFINITIONS.**

23 Unless otherwise specified, for the purposes of this Article, the following terms shall
24 have the following meanings:

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1 (a) "Accessory structure" shall mean a structure that is attached to or adjacent to dwellings or
2 dwelling units, including but not limited to, garages, carports, cabanas, storage buildings and garden
3 structures as well as fences, garden walls and similar enclosures.

4 (b) "Arthropod" shall mean invertebrate animals that have a segmented body and jointed
5 appendages, such as insects, arachnids, and crustaceans. "Noxious arthropods" shall mean
6 arthropods, such as wasps, that inject a poison/toxin by biting or stinging human skin and cause
7 discomfort or illness.

8 (c) "Common area" shall mean any indoor area of a multiple dwelling accessible to and usable
9 by residents of different dwelling units, including but not limited to halls, lobbies, laundry rooms,
10 bathrooms, common cooking and eating areas, and play areas.

11 (d) ~~(a)~~ "Department" shall mean the San Francisco Department of Public Health.

12 (e) ~~(b)~~ "Director" shall mean the Director of Public Health or his or her designee.

13 (f) "Disease vector" shall mean any animal that plays a role in the transmission of human
14 disease, including, but not limited to, bats, rodents, birds, skunks, raccoons, ticks and insects, such as
15 flies, mosquitoes, and lice.

16 (g) "Dwelling" shall mean any building or portion thereof that contains not more than two
17 dwelling units. A "dwelling unit" is any building or portion thereof that contains living facilities,
18 which may include provisions for sleeping, eating, cooking or sanitation.

19 (h) ~~(c)~~ "Manager" shall mean the authorized agent for the Owner of a building,
20 structure or property, who is responsible for the day-to-day operation of said building,
21 structure or property.

22 (i) "Multiple dwelling" shall mean any dwelling with two or more dwelling units, including but
23 not limited to apartment buildings, condominiums, senior citizen residences, nursing homes, live-work

1 developments as defined in Planning Code Section 103.12, other housing as defined in Planning Code
2 Section 209.2, and other multiple unit residential facilities.

3 (j) ~~(d)~~ "Owner" shall mean any Person who possesses, has title to or an interest in,
4 harbors or has control, custody or possession of any building, property, real estate, personalty
5 or chattel, and the verb forms of "to own" shall include all those shades of meaning.

6 (k) ~~(e)~~ "Person" shall mean and include corporations, estates, associations,
7 partnerships and trusts, one or more individual human beings, any department, Board or
8 Commission of the City and County of San Francisco, and any agencies or instrumentalities of
9 the State of California or the United States to the extent allowable by law.

10 (l) ~~(f)~~ "Responsible Party" shall include the Owner and/or Manager and/or any Person
11 having control over a property or who creates or allows or contributes to or fails to correct a ~~that~~
12 created a condition that constitutes a nuisance as defined by this Article.

13 (m) "Rodent" shall mean any of an order of small gnawing mammals, such as a mouse, rat, or
14 squirrel, that have in both jaws a single pair of incisors with a chisel-shaped edge.

15 (n) "Vermin" shall mean various small animals or insects, such as rats, mice, cockroaches,
16 mites, bed bugs and lice, which are destructive, annoying or injurious to health.

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18 **SEC. 581. PROHIBITED PUBLIC HEALTH NUISANCES ~~NUISANCE PROHIBITED.~~**

19 (a) No Person shall have upon any premises or real property owned, occupied or
20 controlled by him, or her, or it any public nuisance.

21 (b) The following conditions are hereby declared to be a public nuisance:

22 (1) Any accumulation of filth, garbage, decayed or spoiled food, unsanitary debris or waste
23 material or decaying animal or vegetable matter unless such materials are set out for
24 collection in compliance with Section 283 of this Code;

- 1 (2) Any accumulation of hay, grass, straw, weeds, or vegetation overgrowth;
- 2 (3) Any accumulation of waste paper, litter or combustible trash unless such materials
3 are set out for collection in compliance with Section 283 of this Code;
- 4 (4) Any buildings, structures, or portion thereof found to be unsanitary
- 5 (5) Any matter or material which constitutes, or is contaminated by, animal or human
6 excrement, urine or other biological fluids;
- 7 (6) Any visible or otherwise demonstrable growth of mold or mildew in the interiors of
8 any buildings or facilities;
- 9 (7) Any pest harborage or infestation including but not limited to pigeons, skunks,
10 raccoons, opossums, and snakes, except for pigeon harborages that comply with Section
11 37(e) of this Code;
- 12 (8) Any noxious insect harborage or infestation including, but not limited to
13 cockroaches, *bed bugs*, fleas, scabies, lice, spiders or other arachnids, houseflies, wasps and
14 mosquitoes, except for harborages for honey-producing bees of the genus *Apis* regulated by
15 the California Food and Agriculture Code Sections 29000 et seq. which are not otherwise
16 determined to be a nuisance under State law.

17 ~~(9) Any article of food or drink in the possession or under the control of any person which is~~
18 ~~tainted, decayed, spoiled or otherwise unwholesome or unfit to be eaten or drunk. The term "food" as~~
19 ~~used in this subparagraph includes all articles used for food and drink by humans, whether simple,~~
20 ~~mixed or compound.~~

21 ~~(9)~~ (10) Any lead hazards which are within the control of the Owner or Manager of the
22 building, structure or property. Unless otherwise stated in this Article, the term "lead hazards"
23 as used in this subparagraph shall have the same meaning as that set forth in Section 1603 of
24 this Code. ~~For the purposes of this subparagraph, the term "children" as used in Section 1603 of this~~

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1 ~~Code shall mean any person who is up to 72 months of age.~~ For the purposes of this
2 subparagraph, any paint, both interior and exterior, found on buildings and other structures
3 built before 1979 is presumed to be lead-based paint, such presumption may be rebutted by
4 competent evidence demonstrating that such paint is not lead-based paint;

5 (10) Any asbestos hazards that are within the control of the Owner or Manager of the building,
6 structure or property. The term "asbestos hazards" shall mean damaged or deteriorated asbestos-
7 containing construction materials and asbestos-containing construction material debris to which
8 building occupants may be exposed. The terms "asbestos" and "asbestos-containing construction
9 materials" shall have the same meanings as those set forth in Sections 6501.7 and 6501.8 of the
10 California Labor Code. For purposes of this subparagraph, the following materials shall be presumed
11 to be asbestos-containing construction materials: (A) pipe, boiler, and tank insulation; (B) furnace duct
12 covering; (C) acoustic ("popcorn") ceilings; (D) asphalt and vinyl flooring material; and (E) wall
13 surface texturing.

14 (11) Any vacant lots, open spaces, and other properties in the City and County of San
15 Francisco, which become infested with poison oak (Toxicodendron diversilobum) or poison ivy
16 shrub (Rhus toxicodendron) hereafter referred to as poisonous growth;

17 (12) Any violation of Section 37 of this Code;

18 (13) Any violation of Section 92 of this Code;

19 (14) Any violation of Section 590 of this Article;

20 (15) Any violation of Section 582 of this Article;

21 (16) Any violation of Section 295 of this Code;

22 (17) Anything else that the Director deems to be a threat to public health and safety.

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1 **SEC. 582. NEIGHBORHOOD SANITATION AND HOUSING HABITABILITY**

2 **REQUIREMENTS**

3 This section shall apply to the responsible party or parties of private or public property in the
4 City and County of San Francisco, including but not limited to, dwellings, multiple dwellings,
5 commercial establishments, and vacant lots.

6 (a) The responsible party or parties shall store and dispose of all garbage and other organic or
7 non-organic waste in a sanitary and safe manner. Each dwelling and dwelling unit shall have and use
8 for the disposal of garbage an adequate number of rigid plastic or metal containers of sufficient volume
9 to provide temporary storage for all rubbish and garbage generated within the dwelling or dwelling
10 unit. Such containers shall be vermin-proof, vector-proof, and watertight and shall have close-fitting
11 lids.

12 (b) Where it is necessary to temporarily store materials such as crates, pallets, lumber, tires, or
13 scrap metal, the responsible party or parties shall store these materials so as to prevent harborage and
14 breeding of disease vectors and other vermin. Any such materials shall:

15 (1) be stacked neatly in piles and elevated so that there will be at least a 6-inch opening
16 between the material and the ground or floor level, and a 6-inch space between the piles and the
17 exterior walls of any adjacent structure, fence, or property line; and,

18 (2) not collect water in such a manner that would permit breeding of insect disease vectors,
19 such as mosquitoes.

20 (c) Dwellings, dwelling units, and multiple dwellings in a residential building or accessory
21 structure shall be vector-free and vector-proof. Vector-proofing includes, but is not limited to,
22 ensuring the following:

23 (1) exterior doors shall have a gap no wider than ¼ inch between the door and the floor;
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1 (2) all sewers, pipes, drains or conduits and the openings surrounding such shall be
2 constructed and maintained to prevent vector ingress or egress;

3 (3) large gaps, cracks, or crevices greater than 1/4 inch in width around pipes or conduits shall
4 be covered with sheet metal patches, filled with concrete or mortar or closed by another approved
5 method;

6 (d) Roof surfaces shall not allow pooling or standing of water. Gutters and downspouts shall
7 be maintained to adequately collect, conduct, and discharge water from the roof.

8 (e) Surface or area drains shall be maintained to adequately conduct and discharge water from
9 the property, so as not to allow standing water.

10 (f) Ponds, tubs, and pools shall be maintained in a manner that prevents the breeding of
11 mosquitoes.

12 (g) Clothes dryer exhaust ducts must terminate outside the building or be fitted with another
13 device to prevent the intrusion of moisture into the building.

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15 **SEC. 582.5. BED BUG REGULATIONS**

16 The Director shall promulgate rules and regulations responsive to the identification, control,
17 and prevention of bed bug infestations in residential dwellings.

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19 **SEC. 583. RESERVED.**

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21 **SEC. 584. HEALTH CODE ENFORCEMENT TRAINING.**

22 The Department shall design and offer a health code training course for responsible parties for
23 public and private property. The Department, at its discretion, may require managers or owners of
24 property or any other responsible parties with any history of violations of this Article to attend this
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1 training or other Department-approved training. The Department may charge a fee to property
2 managers and owners to recover the costs of the health and safety training course.

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4 **SEC. 596. ENFORCEMENT.**

5 (a) **Complaints.** Whenever a written or oral complaint is made to the Department that
6 a nuisance as defined by Section 581 exists in a building or structure or on a property, the
7 Director shall inspect the building, structure or property to verify the existence of a nuisance
8 thereon.

9 (b) **Notice of Violation to Abate.** Whenever the Director determines that a nuisance, as
10 defined by Section 581 of this Article, exists in a building or structure or on a property, the
11 Director shall cause a Notice of Violation to Abate to be served either personally or by first
12 class mailing to the Responsible Parties. If the Notice of Violation to Abate is served on the
13 Owner by mail, it shall be mailed to the address that appears on the last assessment rolls of
14 the City and County of San Francisco. If the Notice of Violation to Abate is served on the
15 Manager by mail, it shall be mailed to the Manager's principal place of business or to the
16 address of the building, structure or property. If the Notice of Violation to Abate is served on
17 any other Person who created a condition that constitutes a nuisance, it shall be mailed to the
18 Person's last known address at which such Person receives mail if ascertainable. Thereafter,
19 the Director may cause a copy thereof to be posted in a conspicuous place on the building,
20 structure or property. The failure of the Responsible Parties to receive such notice when sent
21 in the manner set forth in this Subsection shall not affect in any manner the validity of any
22 proceeding against that party under this Article.

23 (c) **Order to Vacate.** The Director may order a premises vacated if she or he
24 determines that relocation is warranted upon discovery of a nuisance that endangers the
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1 ~~immediate health and safety of the residents, as defined by Section 581(b)(9) of the Health Code, or at~~
2 ~~the discretion of the Director, to protect the health of occupants.~~ The order shall be to the affected
3 tenant(s) and owner. A copy of the order shall be served upon the Owner and the affected
4 tenant(s) and posted in conspicuous places at the affected premises. The order shall specify
5 the time within which the premises is to be vacated and advise the tenants that they may be
6 eligible for assistance pursuant to Chapter 72 of the San Francisco Administrative Code or
7 California Health and Safety Code Sections 17975 et seq. The order shall further advise that the
8 premise vacated hereunder shall not be reoccupied without written permission of the Director.
9 Such permission shall be granted when the nuisance, ~~as defined by Section 581(b)(10) of the~~
10 ~~Health Code,~~ is abated.

11 (d) **Notice to Pay Relocation Benefits.** Whenever the Director determines that a
12 nuisance ~~that endangers the immediate health and safety of the residents, as defined by Section~~
13 ~~581(b)(9) of this Article,~~ exists in a building or structure or on a property, and issues a Notice of
14 Violation to Abate, pursuant to subsection (b) of this section, and an Order to Vacate, pursuant
15 to subsection (c) of this Section, the Director shall issue to the Responsible Party a Notice to
16 Pay Relocation Benefits to the affected tenant(s) pursuant to Chapter 72 of the San Francisco
17 Administrative Code or Section 17975 et seq. of the California Health and Safety Code. The
18 Director shall cause a Notice to Pay Relocation Benefits to be served either on the
19 Responsible Party or sent by first class mailing to the Responsible Parties. If the Notice to
20 Pay Relocation Benefits is served on the Owner by mail, it shall be mailed to the address that
21 appears on the last assessment rolls of the City and County of San Francisco. If the Notice to
22 Pay Relocation Benefits is served on the Manager by mail, it shall be mailed to the Manager's
23 principal place of business or to the address of the building, structure or property. Thereafter,
24 the Director may cause a copy thereof to be posted in a conspicuous place on the building,
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1 structure or property. The failure of Responsible Parties to receive such notice when sent in
2 the manner set forth in this Subsection shall not affect in any manner the validity of any
3 proceeding against that party under this Article.

4 (e) **Contents of Notices.** ~~Notice, Contents of Notice to Abate or Notice to Pay Relocation~~
5 ~~Benefits.~~

6 (1) **Content of Notice of Violation.** The Notice ~~of Violation to Abate~~ shall state with
7 reasonable specificity a description of the nuisance such that the Responsible Parties can
8 reasonably understand the nature of the nuisance to be abated. ~~The notice shall state the name,~~
9 ~~business address and telephone number of the Department staff who may be contacted regarding the~~
10 ~~building, structure or property in question. The Notice to abate shall direct the Responsible Party to~~
11 ~~abolish, abate, and remove the nuisance within a reasonable period of time set by the Director given~~
12 ~~the nature and severity of the nuisance and any other circumstances of which the Director is aware.~~
13 ~~Such period shall not exceed 30 days.~~

14 (2) **Responsibility to Abate.** ~~The Notice of Violation shall direct the Responsible Parties to~~
15 ~~abolish, abate, and remove the nuisance within a reasonable period of time set by the Director given~~
16 ~~the nature and severity of the nuisance and any other circumstances of which the Director is aware.~~
17 ~~Such time period shall not exceed 30 days. The Notice of Violation may describe the abatement~~
18 ~~process requirements that the Responsible Parties shall follow to abate the nuisance, and any testing~~
19 ~~and inspection requirements that the Responsible Parties shall follow to demonstrate that the nuisance~~
20 ~~has been abated. The Notice to Pay Relocation Benefits shall state the Director has determined that~~
21 ~~the affected tenant(s) are eligible for relocation benefits as described in San Francisco Administrative~~
22 ~~Code Chapter 72 such that the Responsible Parties can reasonably understand the nature of their~~
23 ~~obligations under Chapter 72. The Notice to Pay Relocation Benefits shall direct the Responsible~~

1 *Parties to commence making the required relocation payments to the affected tenant(s) at least 12*
2 *hours prior to the date that the affected tenant(s) must vacate the unit.*

3 *(3) Relocation Benefits. The notice shall state whether the Director has determined that the*
4 *affected tenant(s) are eligible for relocation benefits as described in San Francisco Administrative*
5 *Code Chapter 72 or California Health and Safety Code Sections 17975 et seq., such that the*
6 *Responsible Parties can reasonably understand the nature of their obligations under these codes. The*
7 *Notice to Pay Relocation Benefits shall set forth the date or time period by which the Responsible*
8 *Parties shall commence making the required relocation payments to the affected tenant(s). The notices*
9 *shall further advise the Responsible Parties that if they fail to comply with the notice, the Director may:*
10 *(A) hold a Director's Hearing to be held to consider whether it would be appropriate to issue a*
11 *Director's Order to abate the nuisance and other appropriate orders as provided for in this Article or*
12 *(B) cause the abatement and removal of the nuisance and the Owner shall be indebted to the City and*
13 *County of San Francisco for the costs, charges, and fees incurred by the City and County of San*
14 *Francisco by reason of the abatement and removal of such nuisance or (C) offer relocation services to*
15 *the affected tenant(s) and the Owner shall be indebted to the City and County of San Francisco for the*
16 *costs, charges, and fees incurred by the City and County of San Francisco by reason of the provision of*
17 *the relocation services.*

18 *(4) Consequence of Failure to Comply. All notices issued under this Article shall further*
19 *advise the Responsible Parties that if they fail to comply with the notice, the Director may: (A) hold a*
20 *Director's Hearing to consider whether it would be appropriate to issue a Director's Order to abate the*
21 *nuisance and other appropriate orders as provided for in this Article or (B) cause the abatement and*
22 *removal of the nuisance and the Owner shall be indebted to the City and County of San Francisco for*
23 *the costs, charges, and fees incurred by the City and County of San Francisco by reason of the*
24 *abatement and removal of such nuisance or (C) offer relocation services to the affected tenant(s) and*
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1 the Owner shall be indebted to the City and County of San Francisco for the costs, charges, and fees
2 incurred by the City and County of San Francisco by reason of the provision of the relocation services.
3 ~~The notices shall inform the Responsible Party that they may be liable for other charges, costs,~~
4 ~~including administrative costs, expenses incurred by the Department, fines, and penalties as provided~~
5 ~~for in this Article.~~

6 (5) **Liability for Costs.** The notices shall inform the Responsible Party that they may be liable
7 for other charges, costs, including administrative costs, expenses incurred by the Department, fines,
8 attorneys' fees and penalties as provided for in this Article. The notices shall state the name, business
9 address and telephone number of the Department staff who may be contacted regarding the building,
10 structure, or property in question.

11 (6) **Documentation Required.** At the discretion of the Director and to assure lawful
12 handling and disposal of any items constituting a nuisance in whole or in part, the notice may
13 contain a requirement that the Responsible Party abating the nuisance or making the
14 relocation payments submit reports of testing and inspections by a licensed professional and
15 provide to the Director proof of lawful handling and disposal of such items or the payment of
16 such relocations benefits, and the form of such proof acceptable to the Director.

17 (f) **Action by the Director.** If the nuisance is not abated and removed within the time
18 period set forth in the notice, or the relocation benefits are not made within the time period set
19 forth in the notice, the Director shall either: (1) hold a Director's Hearing in accordance with
20 this Section or (2) abate and remove the nuisance as soon as practicable or (3) offer
21 relocation services to the affected tenant(s). The Owner shall be assessed ~~a reinspection~~
22 inspection fees and costs as provided in Section 609 of this Code to cover the Department's
23 costs incurred to verify the abatement of the nuisance. Said violations shall not be deemed
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1 legally abated until the property owner makes full payment of the assessment of inspection fees and
2 costs to the Department.

3 (g) **Notice of Hearing.**

4 (1) If the Responsible Parties failed to comply with the Notice of Violation to Abate or
5 the Notice to Pay Relocation Benefits, the Director may hold a hearing by serving a copy of
6 the Notice of Violation to Abate or the Notice to Pay Relocation Benefits, together with a notice
7 of the time and place set for the hearing thereof, by personal service or by certified mail upon
8 the Responsible Parties. The Director shall post a copy of the Notice of Violation to Abate or
9 the Notice to Pay Relocation Benefits, together with the Notice of Hearing in conspicuous
10 places throughout the building, structure or property. The time fixed for the hearing shall not
11 be less than 30 days after service and posting of the copy of the Notice of Hearing; except in
12 those circumstances where the Director has issued a written determination that the nuisance
13 constitutes a severe and immediate hazard to life, health or safety, in which case the time
14 fixed for the hearing shall not be less than 12 hours after personal service and posting the
15 Notice of Hearing. The Notice of Hearing shall inform all persons interested to appear at the
16 hearing to show cause, if any, why the building, structure, or property should not be declared
17 a nuisance or in the case where the Department has abated and removed the nuisance, why
18 a lien should not be placed against the property for the costs incurred by the Department. The
19 Notice of Hearing shall also state whether the Department will seek recovery of attorneys' fees for the
20 hearing. In the case of unsanitary buildings, said notice shall also state that the hearing may
21 result in the revocation of the certificate of sanitation, if any, and the mandatory vacation of
22 occupants from the building.

23 (2) If the Notice of Hearing is served by certified mail on the Owner, the Director shall
24 ~~mail~~ send the Notice of Hearing to the address as it appears on the last assessment rolls of the
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1 City and County of San Francisco. If the Notice is served by certified mail on the Manager,
2 the Director shall mail the Notice of Hearing to the Manager's principal place of business, if
3 any, or to the address of the building, structure or property in question. If the Notice of
4 Hearing is served by certified mail on any Person who created the condition that constitutes a
5 nuisance, the Director shall mail the Notice of Hearing to the last known address of such
6 Person at which it receives mail, if ascertainable. The failure of the Responsible Parties to
7 receive such notice when sent in the manner set forth in this Subsection shall not affect in any
8 manner the validity of any proceeding under this Article.

9 (h) **Director's Hearing.** A public hearing shall be held at the time and place
10 designated in the Notice of Hearing. Subject to the procedures prescribed by the Director for
11 the orderly conduct of the hearing, all persons having an interest in the building, structure or
12 property in question or having knowledge of facts material to the Notice *of Violation to Abate* or
13 the Notice to Pay Relocation Benefits may present evidence for consideration by the Director.
14 Any hearing conducted pursuant to this Section shall be electronically recorded. At the time the
15 abatement action is initiated, the Director may elect to seek recovery of attorneys' fees. In a case
16 where the Director makes this election, the prevailing party shall be entitled to recover attorneys' fees.
17 In no event shall the award of attorneys' fees to a prevailing party exceed the amount of reasonable
18 attorneys' fees incurred by the Department in the action.

19 (i) **Director's Order.**

20 (1) Within 30 days after the conclusion of the hearing, the Director shall issue a written
21 order setting forth finding of facts and a determination based upon the facts found in the
22 record whether or not a nuisance, as defined by Section 581, exists or had existed in the
23 building or structure or on the property and if the Department abated and removed the
24 nuisance, the costs of abatement and removal of the nuisance by the Department, or a written
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1 order setting forth finding of facts and determination based upon the facts found in the record
2 whether or not the relocation benefits have been paid and if the Department arranged for the
3 relocation of the affected tenant(s), the costs of that relocation to the Department. The order
4 shall be served on the Responsible Parties in the same manner as set forth in Subsection (e)
5 of this Section and shall be served on all other parties who provided testimony at the hearing
6 by first class mail if such parties request at or before the hearing that the order be sent to
7 them.

8 (2) Upon a finding that a nuisance exists in the building or structure or on the property,
9 or a finding that appropriate relocation benefits have not been paid, the Director shall require
10 in the order the abatement of the nuisance or the payment of the benefits within a specified
11 time period not to exceed 30 days. The time period shall be determined based on the nature
12 and severity of the nuisance and any other circumstances of which the Director is aware. The
13 order shall state either that, failure to abate and remove the nuisance will result in the
14 abatement of the nuisance by the Department and that the Owner shall become indebted to
15 the City and County of San Francisco for the costs, charges, and fees incurred by reason of
16 the abatement and removal of such nuisance upon demand, or that failure to make the
17 relocation benefit payments will result in the offering of relocation services to the affected
18 tenant(s) by the Department and that the Owner shall become indebted to the City and
19 County of San Francisco for the costs, charges, and fees incurred by reason of the making
20 such relocation services available upon demand. The order shall inform the Responsible
21 Parties that it shall be indebted to the City and County of San Francisco for all administrative
22 costs incurred by the Department in the prosecution of the abatement action or the
23 prosecution of the relocation benefit payment action and that such costs are due upon
24 demand. The order shall further state that failure to pay such costs, charges, and fees may
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1 result in a lien against the property. The order shall require the Responsible Parties to abate
2 and remove the nuisance in compliance with all applicable federal, State, and local laws and
3 regulations or shall require the Responsible Parties to make the relocation benefit payments
4 in compliance with all applicable local laws.

5 (3) In the case where Director determines that a nuisance had existed and that the
6 Department had abated and removed the nuisance, or where the Director determines that the
7 relocation benefits were owed to the affected tenant(s) and the Director provided relocation
8 services to the affected tenant(s), the order shall itemize the costs of abatement and removal
9 or provision of relocation services and all administrative costs incurred by the Department.
10 The order shall notify the Owner that a lien will be assessed against the property for any
11 outstanding costs if the Owner fails to reimburse the Department for the costs incurred by the
12 Department as a result of the abatement and removal of the nuisance or the provision of
13 relocation services within ten (10) days of the service of the order and that the lien shall also
14 include additional charges for administrative expenses of \$1,000 or 10 percent of the costs of
15 abatement and removal, whichever is higher, and interest at a rate of 1-1/2 percent per full
16 month compounded monthly from the date of recordation of the lien on all fees and charges
17 due as aforesaid.

18 (4) The order shall advise the Responsible Parties that the order issued is final and of
19 the Owner's right to petition the Superior Court of San Francisco for appropriate relief
20 pursuant to Section 1094.6 of the California Code of Civil Procedures. The order shall notify
21 the Owner that the filing of a petition with the Superior Court shall not automatically stay the
22 effectiveness of the order or extend the time period in which the Responsible Parties have to
23 abate the nuisance.

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1 (5) The order shall provide for the recovery of attorneys' fees for the prevailing party for those
2 actions in which the Director has sought recovery of attorneys' fees. In no event shall the award of
3 attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the
4 Department in the action.

5 (6) ~~(5)~~ In case of an unsanitary building, the Director shall revoke the certification of
6 sanitation, if the building is a hotel and may order the vacation of any unsanitary building for
7 all purposes, and shall cause a copy of said order to be posted in conspicuous places
8 throughout the aforesaid structure, building or part thereof determined by the Director to be a
9 nuisance, and a copy thereof is to be personally served upon the Owner thereof or his agent,
10 or the lessee or the occupant thereof. The order shall specify the time within which said
11 structure, building or part thereof determined by the Director to be a nuisance shall be
12 vacated. The order shall further advise that structure, building or part thereof vacated
13 hereunder shall not be reoccupied without the written permission of the Director. Such
14 permission shall be granted when the nuisance cited is abated within the time set forth in the
15 order.

16 (j) **Regulations.** The Director is hereby empowered to promulgate administrative
17 regulations to implement the provisions of this Article and applicable provisions of State law.

18

19 **SEC. 599. COLLECTION.**

20 (a) **Notice of Cost and Claim of Lien.**

21 (1) Upon satisfactory compliance *of with* the Director's order, the Director shall
22 ascertain the administrative costs incurred by the Department and the Owner of such real
23 property shall thereupon be obligated to the City and County of San Francisco in the amount
24 of such administrative costs. The City and County of San Francisco shall thereupon have a
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1 lien for such costs, and any attorneys' fees awarded to the Department in the Director's Order, upon
2 such real property until payment thereof, which lien shall also include additional charges for
3 administrative expenses of \$1,000, or 10 percent of the costs of abatement and removal,
4 whichever is higher, and interest at a rate of 1-1/2 percent per full month compounded
5 monthly from the date of recordation of the lien on all fees and charges due as aforesaid. The
6 Director shall cause a notice itemizing the administrative costs and attorneys' fees, if any, to be
7 mailed in the manner herein provided for mailing Notice of Hearing, which notice shall
8 demand payment thereof to the Department, and shall give notice of claim of such lien and of
9 the recording of the same, in the event such amount is not paid, as hereinafter set forth.

10 (2) Upon the Responsible Parties' failure to comply with the Director's order and the
11 completion of the abatement and removal of the nuisance by the Department, the Director
12 shall, in addition to ascertaining the administrative costs and attorneys' fees, if any, as set forth
13 in subparagraph (1) of this Section, ascertain the costs of abatement and removal incurred by
14 the City and the Owner of such real property shall thereupon be obligated to the City and
15 County of San Francisco in the amount of such costs of abatement and removal. In addition
16 to the lien provided for in subparagraph (1) of this Section, the City and County of San
17 Francisco shall have a lien for such costs of abatement and removal upon such real property
18 until payment thereof, which lien shall also include additional charges for administrative
19 expenses of \$1,000, or 10 percent of the costs of abatement and removal, whichever is
20 higher, and interest at a rate of 1-1/2 percent per full month compounded monthly from the
21 date of recordation of the lien on all fees and charges due as aforesaid. The Director shall
22 cause a notice itemizing the cost of abatement and removal to be mailed in the manner herein
23 provided for mailing Notice of Hearing, which notice shall demand payment thereof to the

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1 Department, and shall give notice of claim of such lien and of the recording of the same, in the
2 event such amount is not paid, as hereinafter set forth.

3 (b) **Recording of Lien.** If the costs and fees as provided for in subsection (a) of this
4 Section are not paid to the Department within 45 days after mailing of notice thereof, the
5 Director shall file in the Office of the Recorder of the City and County a verified claim
6 containing a particular description of the property subject to such lien, the place and general
7 nature of the administrative costs and of the abatement and removal for which the lien is
8 claimed, the date of posting of said property, the date of the service of Notice of Violation ~~to~~
9 ~~Abate~~ and the Director's order, and the date of the removal of the nuisance, the name of the
10 Owner of the property as aforesaid and the amount of the lien claimed, which shall include the
11 cost of verification and filing thereof.

12 (c) **Collection by Bureau of Delinquent Revenue.** The Director shall also transmit to
13 the Bureau of Delinquent Revenue, on the expiration of such 45-day period, a statement of
14 each such unpaid costs and fees, together with the cost of verification and filing and claim
15 therefor. The bureau shall endeavor diligently to collect the same on behalf of the City and
16 County by foreclosure of the lien therefor or otherwise. Any and all amounts paid or collected
17 shall replenish the revolving fund hereinafter provided.

18 (d) **Release of Lien.** On payment of any such claim of lien, the Director shall give a
19 release thereof.

20 (e) **Continuing Appropriation Account.** There is hereby created a Special Revenue
21 Fund for a continuing appropriation account entitled "Payment of Property Owner's
22 Delinquencies for Abatement and Removal of Nuisances."

23 The account shall be credited with such sums as may be appropriate by the Board of
24 Supervisors, amounts collected by the Department and sums received in consideration of
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1 release of liens and payment of special assessments. Expenditures from said sums shall be
2 made to pay for the abatement and removal of nuisances as provided in this Article. In the
3 event that the unexpended balance in said account shall exceed \$200,000 such excess shall
4 be transferred to the unappropriated balance of the general fund.

5 (f) **Collection of Expenses as a Special Assessment.** The Director may initiate
6 proceedings to make unpaid expenses, *including but not limited to administrative costs and*
7 *attorneys' fees*, for the administration of the abatement action and for the abatement and
8 removal of nuisances a special assessment against the parcels of property from which the
9 nuisance was abated and removed by the Department.

10 (g) **Report of Delinquencies Transmitted to Board of Supervisors.** A report of
11 delinquent charges shall be transmitted to the Board of Supervisors by the Director as
12 necessary, but in no event less often than once each year, commencing with the first
13 anniversary of the date of enactment of this ordinance. Upon receipt by the Board of
14 Supervisors of the report, it shall fix a time, date and place for hearing the report and any
15 protests or objections thereto.

16 (h) **Notice of Hearing.** The Board of Supervisors shall cause notice of the hearing to
17 be mailed to the Owner of the real property and any person or entity with a recorded interest
18 in the property to which the service was rendered not less than 10 days prior to the date of
19 hearing.

20 (i) **Hearing.** At the time for consideration of the report, the Board of Supervisors shall
21 hear it with any objections of the Owners liable to be assessed for all administrative costs *and*
22 *attorneys' fees* incurred and the costs of abatement and removal by the Director, if any. The
23 Board of Supervisors may make such revisions, corrections or modifications of the report as it
24 may deem just and, in the event that the Board of Supervisors is satisfied with the correctness
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1 of the report (as submitted or as revised, corrected or modified), it shall be confirmed or
2 rejected by resolution. The decision of the Board of Supervisors on the report and on all
3 protests or objections thereto shall be final and conclusive.

4 (j) **Collection of Assessment.** Upon confirmation of the report by the Board of
5 Supervisors, the delinquent charges contained therein shall constitute a special assessment
6 against the property to which the services were rendered. At the time the special assessment
7 is imposed, the Director shall give notice to the Owner and other parties with an interest in the
8 property by certified mail, and shall inform them that the property may be sold by the Tax
9 Collector for unpaid delinquent assessments after three years.~~three years~~. Thereafter, said
10 assessment may be collected at the same time and in the same manner as ordinary municipal
11 taxes are collected and shall be subject to the same penalties and same procedure of sale as
12 provided for delinquent, ordinary municipal taxes.

13 The assessments shall be subordinate to all existing special assessment liens
14 previously imposed upon the property and paramount to all other liens except those for State,
15 county and municipal taxes with which it shall be on parity. Such assessment lien shall
16 continue until the assessment and all interest and penalties due and payable thereon are
17 paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be
18 applicable to said special assessments. However, if any real property to which the costs of
19 abatement and removal relates has been transferred or conveyed to a bona fide purchaser for
20 value or if a lien of a bona fide encumbrance for value has been created and attaches
21 thereon, prior to the date on which the first installment of taxes would become delinquent,
22 then the costs of abatement and removal shall not result in a lien against the real property but
23 instead shall be transferred to the unsecured roll for collection.

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1 (k) **Severability.** If any part or provision of this Article or application thereof, to any
2 person or circumstance is held invalid, the remainder of the ordinance, including the
3 application of such part or provision to other persons or circumstances shall not be affected
4 thereby and shall continue in full force and effect. To this end the provisions of this ordinance
5 are severable.

6
7 **SEC. 600. PENALTIES PENALTY.**

8 (a) Criminal Penalty. In addition to any other penalties provided in this Article, any
9 person, or their agents, violating any of the provisions of this Article, or failing to comply with
10 any direction or order of the Director given pursuant to the provisions of this Article, shall be
11 guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less
12 than \$100 and not more than \$1000, or by imprisonment in the County Jail for a period of not
13 less than 10 days nor more than three months, or by both such fine and imprisonment.

14 (b) Civil Penalty; Presumption of Noncompliance with Order.

15 (1) In addition to any other penalties provided in this Article, any person or entity served with a
16 notice or order by the Director of the Department of Public Health setting forth the nature of the
17 violation of this Code, demanding correction of such violation, and specifying the time within which
18 such violation must be corrected, shall be presumed, in civil proceedings, to have failed to comply with
19 said notice or order at and after the time given in said notice or order for correction of such violation
20 has expired without correction of said violation.

21 (2) Any person or entity violating this Code shall be liable for a civil penalty of up to \$500 per
22 violation for each day such violation is committed or permitted to continue, which penalty shall be
23 assessed and recovered in a civil action brought in the name of the people of the City and County of
24 San Francisco by the City Attorney in any court of competent jurisdiction. In assessing the amount of
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1 the civil penalty, the court shall consider any one or more of the relevant circumstances presented by
2 any of the parties to the case, including but not limited to the following: the nature and seriousness of
3 the misconduct, the number of violations, the persistence of the misconduct, the length of time over
4 which the misconduct occurred, the willfulness of the defendant's misconduct, and the defendant's
5 assets, liabilities, and net worth. Any penalty assessed and recovered in an action brought pursuant to
6 this paragraph shall be paid to the City Treasurer and credited to the Department Environmental
7 Health Section Special Revenue Account for use in enforcement and prevention of violations of this
8 Article. In addition, such violations will not be deemed legally abated until the property owner makes
9 full payment of the assessment of costs and fees pursuant to Section 609 of this Article.

10 (3) In any civil proceeding filed by the City Attorney to collect civil penalties, the Court may
11 award the Department the costs and fees authorized under this Article.

12 (c) Administrative Penalty. As an alternative to any other fines and penalties applicable
13 to a violation of subparagraphs (b)(1), (b)(2) or (b)(3) of Section 581, any person or their
14 agents who are in violation of one or more of those subparagraphs shall be subject to an
15 administrative penalty not to exceed \$1,000 for each violation. The administrative penalty
16 shall be assessed, enforced and collected in accordance with Section 39-1 of the Police
17 Code.

18
19 **SEC. 609. INSPECTION REINSPECTION FEES, COSTS, AND ATTORNEYS' FEES**
20 **AUTHORIZED.**

21 (a) Inspection Fee and Costs. If an inspection by a representative of the Department of
22 Public Health discloses a violation of any provision of this Code or of any State law for which
23 the Department is responsible for enforcement, the Department shall collect a fee from the legal
24 owner or lessee of the property in the amount of \$150 for the first hour or any part thereof, and \$75 for
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1 each additional half-hour or any part thereof, to compensate the Department for its costs in performing
2 the inspection, documenting the inspection, issuing applicable notices, and conducting reinspections
3 necessary to secure correction of the violation. In addition, the responsible party or parties shall be
4 liable to the City for all costs and fees incurred in enforcement, including but not limited to, costs and
5 fees for administration, preparation for and attendance at hearings, trials, and conferences, and
6 incidental expenses and costs for abating the nuisance. the Department shall determine a period of
7 time that is reasonable to correct the violation and shall thereafter reinspect the property to verify such
8 correction. The Department shall collect a fee from the legal owner of the property in the amount of
9 \$63 to compensate the Department for its costs in performing the reinspection. Reinspections which
10 require more than one hour to complete shall be subject to an additional fee at the rate of \$15 for each
11 quarter hour or part thereof beyond the first 60 minutes. If more than one reinspection is necessary to
12 secure correction of the violation, the Department shall collect a fee in the amount set forth herein for
13 each reinspection.

14 (b) Attorneys' Fees. The prevailing party in any action, administrative proceeding, or special
15 proceeding to abate a nuisance shall recover attorneys' fees if the Director elects, at the initiation of
16 the action, to seek recovery of attorneys' fees. In no action, administrative proceeding, or special
17 proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable
18 attorneys' fees incurred by the City in the action or proceeding.

19

20 **SEC. 609.1. NOTICE UPON NONPAYMENT.**

21 The Department shall send a written notice to the legal owner of the property
22 requesting payment of the ~~reinspection~~ fees and costs levied pursuant to Section 609. The
23 notice shall request that the fees be paid within 30 days of the date of notice and shall warn
24 the owner of possible penalties and interest fees if payment is not made within that time. If
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1 payment is not received, the Department shall send a second request stating that the legal
2 owner is liable for payment of the fees and costs ~~cost~~ indicated on the notice and that if the
3 Department does not receive payment within 30 days of the date of the second request, a
4 penalty of \$40 or 10 percent of the amount due, whichever is greater, plus interest at the rate
5 of one and 1/2 percent per month on the outstanding balance, shall be added to the amount
6 otherwise due.

7 Interest fees, if imposed, shall accrue beginning on the date of the second notice. The
8 second request shall also notify the owner of the property that the City is authorized by the
9 provisions of this Section to enforce payment of ~~reinspection~~ fees and costs and penalty and
10 interest payments by the imposition of a lien on the property.

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12 **SEC. 609.2. HEARING UPON NONPAYMENT.**

13 If the Department does not receive payment of the amount due within 30 days of the
14 date of the second request for payment, the Department shall conduct a hearing to consider
15 any protests or objections to the imposition of the fees authorized by Section 609. The
16 Department shall fix a time, date and place for the hearing and shall mail notice of the hearing
17 to each owner of the property not less than 10 days prior to the date of the hearing. The notice
18 shall state the name of each legal owner of the property, the amount due, and a description of
19 each parcel of property which is the subject of the ~~reinspection fee~~ fees and costs. The
20 descriptions of parcels shall be those used for the same parcels on the Assessor's map books
21 for the current year. Following the hearing, the Director of Public Health or a designee shall
22 determine whether the ~~reinspection~~ fees and costs and any penalty and interest payments
23 imposed pursuant to Section 609 should be affirmed, modified or vacated. The Director shall
24 send written notice of the decision to the owner of the property. The notice shall state that the

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1 owner has 10 days in which to pay any amount determined due and that failure to pay within
2 the time set forth will result in the imposition of a lien upon the property. The Director of Health
3 may adopt rules and regulations regarding the amount of fees and costs, the hearing procedure
4 and other matters relating to imposition and collection of reinspection fees, including penalty
5 and interest payments.

6

7 SEC. 617. RULES AND REGULATIONS

8 The Director, after a noticed public hearing, may adopt rules and regulations to carry out the
9 provisions of this Article. Such rules and regulations shall take effect 15 days after the public hearing.
10 Violation of any such rule or regulation may be grounds for administrative or civil action against the
11 permittee pursuant to this Article.

12

13 Section 3. The San Francisco Health Code is hereby amended by amending Section
14 1603, to read as follows:

15 **SEC. 1603. DEFINITIONS.**

16 All defined terms used in this Article incorporate the meanings set forth below. In order
17 to identify defined terms, the first letter of each defined term is capitalized.

18 (a) "Accredited Laboratory" means a laboratory which operates within the EPA
19 National Lead Laboratory Accreditation Program.

20 (b) "Case-Managed Child" means an elevated blood lead child with a venous blood
21 lead level greater than or equal to 15 micrograms per deciliter.

22 (c) "Certified Lead Inspector/Assessor" means any Person licensed or certified to
23 perform risk assessment and/or lead-based paint inspection by the California Department of
24

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1 Health Services (DHS), as authorized by the United States Environmental Protection Agency
2 (EPA), in accordance with 40 CFR Part 745, subparts L or O.

3 (d) "Clean" or "Cleaning" means a lead hazard remediation technique in which a
4 HEPA vacuum, truck-mounted vacuum, wet cleaning agent, and/or other technology that
5 results in compliance with HUD clearance criteria, is used to remove a lead-contaminated
6 dust hazard.

7 (e) "Child" means a natural individual who is under 21 years of age.

8 (f) "Clearance Inspection" means visual examination and collection of environmental
9 samples by a certified lead inspector/assessor, and analysis by an accredited laboratory,
10 upon completion of lead hazard remediation activities.

11 (g) "Deteriorated Lead-Based Paint" means any interior or exterior lead-based paint
12 that is peeling, chipping, blistering, flaking, worn, chalking, alligatoring, cracking or otherwise
13 separating from the substrate, or located on any surface or fixture that is damaged.

14 (h) "Director" means the Director of the San Francisco Department of Public Health or
15 the Director's designee.

16 (i) "Dust Removal" means a lead hazard remediation technique which involves an
17 initial cleaning of lead-contaminated dust followed by periodic monitoring and recleaning as
18 needed. Dust removal may be the primary remediation technique or one element of a broader
19 effort which reduces lead hazards.

20 (j) "Dwelling Unit" means all residential dwelling units in the City and County of San
21 Francisco together with the land and appurtenant buildings thereto, and all furnishings and
22 facilities supplied in connection with the use or occupancy thereof, including garage and
23 parking facilities.

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1 (k) "Elevated Blood Lead Child" means a child with a venous blood lead level greater
2 than or equal to 10 micrograms per deciliter ($\mu\text{g}/\text{dL}$).

3 (l) "Encapsulation" means a lead hazard remediation technique which utilizes a
4 covering or coating to act as a barrier between lead-based paint and the environment, and
5 that relies on adhesion and the integrity of the existing paint bonds between layers and with
6 the substrate for its durability (see also "enclosure").

7 (m) "Enclosure" means a lead hazard remediation technique which utilizes rigid,
8 durable construction materials that are mechanically fastened to the substrate in order to act
9 as a barrier between lead-based paint and the dwelling unit or the environment.

10 (n) "Exposure Sources" means paint, dust, soil, water, cookware, ceramics, tableware,
11 food sources, parental hobby and occupation materials, home remedies and traditional
12 medicines, cosmetics, and nearby lead industry emissions.

13 (o) "HEPA" means a high efficiency particulate air filter.

14 (p) "Landlord" means an owner, lessor, or sublessor who receives or is entitled to
15 receive rent for the use and occupancy of any dwelling unit or portion thereof, any
16 nonresidential building, or any other premises in the City and County of San Francisco, and
17 the agent, representative or successor of any of the foregoing.

18 (q) "Landscaping" means the creation of barriers or barrier plantings that limit
19 exposure to lead-contaminated soil.

20 (r) "Lead" means metallic lead and all inorganic and organic compounds of lead.

21 (s) "Lead-Based Paint" means any paint, varnish, shellac or other coating on surfaces
22 with lead in excess of $1.0 \text{ mg}/\text{cm}^2$ as measured by X-ray fluorescence (XRF) detector or
23 laboratory analysis or 0.5 percent by weight (5,000 ppm, $5,000 \mu\text{g}/\text{g}$, or $5,000 \text{ mg}/\text{kg}$) by
24 laboratory analysis.

25

1 (t) "Lead-Contaminated Dust" or "Dust-Lead Hazard" means surface dust that contains
2 a mass per area concentration of lead equal to or exceeding 40 g/ft² on floors and other
3 interior horizontal surfaces, 250 g/ft² on interior windowsills, and 800 g/ft² on exterior
4 windowsills and other exterior horizontal surfaces.

5 (u) "Lead-Contaminated Soil" or "Soil-Lead Hazard" means bare soil that contains total
6 lead equal to or exceeding 400 parts per million (µg/g) in bare soil, or such lower level as the
7 Director determines to constitute a lead hazard.

8 (v) "Lead-Contaminated Water" means tap water that contains lead in excess of 15
9 parts per billion (µg/l).

10 (w) "Lead Hazard" means any condition that exposes people ~~children~~ to lead from any
11 source, including but not limited to lead-contaminated water, lead-contaminated dust (Dust-
12 lead hazard), lead-contaminated soil (Soil-lead hazard), and Paint-lead hazard in dwelling
13 units or other locations.

14 (x) "Lead Hazard Remediation Technique(s)" means an activity designed to control or
15 eliminate a lead hazard.

16 (y) "Lead-Poisoned Child" means a child with a single venous blood lead level greater
17 than or equal to 20 micrograms per deciliter, or a persistent venous blood lead level between
18 15 and 19 micrograms per deciliter based on consecutive measurements three to four months
19 apart.

20 (z) "Manager" means the authorized agent or landlord for the owner of a dwelling unit,
21 or any nonresidential building or premises, who is responsible for the day-to-day operation of
22 said dwelling unit, building or premises.

23 (aa) "Owner" means any person, agent, firm or corporation having a legal or equitable
24 interest in a dwelling unit, building, or other premises. For purposes of orders under Sections
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1 1628 and 1630, the term "owner" shall not include entities such as banks or lending
2 institutions holding equitable interests as security unless the entity is in actual physical control
3 of the premises, or is performing property management activities.

4 (bb) "Paint Film Stabilization" means a lead hazard remediation technique using wet
5 scraping, priming, and repainting a deteriorated lead-based paint film.

6 (cc) "Paint-Lead Hazard" means any of the following: (1) any lead-based paint on a
7 friction surface that is subject to abrasion and where the lead dust levels on the nearest
8 horizontal surface underneath the friction surface (e.g.: the windowsill or floor) constitute a
9 dust-lead hazard; (2) any damaged or otherwise deteriorated lead-based paint on impact
10 surface that is caused by impact from a related building component, such as a door knob that
11 knocks into a wall or a door that knocks against its door frame; (3) any chewable lead-based
12 painted surface on which there is evidence of teeth marks; and (4) other deteriorated lead-
13 based paint on the interior or exterior of any building.

14 (dd) "Paint Removal" means a lead hazard remediation technique using chemicals,
15 heat guns emitting heat below 1,100 degrees Fahrenheit and certain contained abrasive
16 methods to remove lead-based paint, but does not mean open flame burning, open abrasive
17 blasting, sandblasting, water blasting or extensive dry scraping.

18 (ee) "Periodic Surveillance" means a series of reevaluations, including visual
19 assessment and collection of environmental samples, by a certified lead inspector/assessor or
20 other person acceptable to the Director, to determine whether a lead hazard remediation
21 technique previously implemented is still effective, or whether the dwelling unit is still lead-
22 safe.

23 (ff) "Person" means a natural person, his or her heirs, executors, administrators or
24 assigns, and also includes a municipal or State agency, a firm, joint stock company, business
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1 concern, association, partnership or corporation, its or their successors or assigns, or the
2 agent of any of the aforesaid.

3 (gg) "Replacement" is a lead hazard remediation technique utilizing removal of
4 building components such as windows, doors, and trim that have lead-based paint surfaces,
5 and installing new components free of lead-based paint.

6 (hh) "Substrate" means a surface upon which paint, varnish, or other coating has been
7 or may be applied. Examples of substrates include wood, plaster, metal, and drywall.

8 (ii) "Tenant" means a person entitled by written or oral agreement, subtenancy or by
9 sufferance, to occupy a residential dwelling unit to the exclusion of others.

10

11 Section 4. The San Francisco Health Code is hereby amended by adding Section 295,
12 to read as follows:

13 **SEC. 295. REFUSE COLLECTION IN MULTI-STORY MULTIPLE DWELLINGS.**

14 *For purposes of this section, "refuse" shall have the same meaning as set forth in Section 290 of*
15 *this Code. For purposes of this section, "multiple dwelling" shall have the meaning set forth in Section*
16 *580 of this Code. In all multi-story multiple dwellings, all refuse shall be collected from ground level*
17 *or below ground level garbage collection rooms, designated garbage areas or from the sidewalk.*
18 *Refuse may be temporarily stored in approved containers in dedicated garbage collection rooms on*
19 *upper floors of multi-story multiple dwellings but must be transferred to ground level areas or outdoors*
20 *before collection. Refuse may not be transferred from upper floor garbage collection areas between*
21 *the hours of 11 p.m. and 7 a.m.*

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

24 By: _____
25 Cecilia T. Mangoba
Deputy City Attorney