

1 [Administrative Code - Good Samaritan Status Under the Residential Rent Stabilization and
Arbitration Ordinance]

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3 **Ordinance amending the Administrative Code to expand the Good Samaritan Status**
4 **under the Residential Rent Stabilization and Arbitration Ordinance to situations where**
5 **tenants of the San Francisco Housing Authority are displaced by the commencement**
6 **of rehabilitation on their housing units under a federal rental assistance demonstration**
7 **program, thereby enabling those tenants to relocate with landlords who may seek to**
8 **recover possession of the premises at the expiration of the Good Samaritan Status.**

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

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

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16 Section 1. The Administrative Code is hereby amended by revising Section 37.2, to
17 read as follows:

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SEC. 37.2. DEFINITIONS.

19

(a) **Base Rent.**

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(1) That rent which is charged a tenant upon initial occupancy plus any rent
21 increase allowable and imposed under this Chapter; provided, however, that;

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(A) Base rent shall not include increases imposed pursuant to Section 37.7.

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(B) Base rent shall not include utility passthroughs or water revenue bond
24 passthroughs or general obligation bond passthroughs pursuant to Sections 37.2(q),
25 37.3(a)(5)(B), and 37.3(a)(6).

1 (C) Base rent for tenants of RAP rental units in areas designated on or after July
2 1, 1977, shall be that rent which was established pursuant to Section 32.73-1 of the San
3 Francisco Administrative Code. Rent increases attributable to the City Administrator's
4 amortization of an RAP loan in an area designated on or after July 1, 1977, shall not be
5 included in the base rent.

6 (D) **Good Samaritan Status.** As of February 8, 2011 and after, Good
7 Samaritan occupancy status occurs when a landlord and new tenant agree in writing for the
8 tenant to commence temporary occupancy following *either* an emergency such as fire,
9 earthquake, landslide, or similar emergency situation, that required unexpected vacation of
10 the tenant's previous unit, *or the commencement of rehabilitation of a San Francisco Housing*
11 *Authority ("SFHA") tenant's unit under the HUD Rental Assistance Demonstration Program, and in*
12 *either case* the agreement includes a reduced rent rate for the replacement unit for a specified
13 period of time up to ~~twelve~~ (12) months ("Original Good Samaritan Status Period"). *For Good*
14 *Samaritan Status to exist, the written agreement as referenced in this subsection (D) must include a*
15 *statement that the agreement is temporary in nature, must refer to this subsection (D), and must state*
16 *that the tenant has been displaced from his or her previous unit as certified in subsection (D)(iii),*
17 *below.*

18 For purposes of this subsection (D), "HUD Rental Assistance Demonstration Program"
19 means the federal Rental Assistance Demonstration Program authorized by the Consolidated and
20 Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011),
21 and the Consolidated Appropriations Act of 2014 (Public Law 113-76, approved January 17, 2014),
22 and as further described in Notice PIH-2012032(HA), REV-1 issued July 2, 2013, with technical
23 corrections issued on February 6, 2014.

24 For purposes of this subsection (D), "Reduced rent rate" means, for a Good
25 Samaritan occupancy following an emergency, the base rent the tenant was paying for the

1 previous unit at the time of the emergency or an amount up to ~~ten (10) percent~~ 10% above that
2 amount; or, for a Good Samaritan occupancy following the commencement of rehabilitation of a
3 SFHA tenant's unit under the HUD Rental Assistance Demonstration Program, the RAD Contract
4 Rent, or an amount up to 10% above the RAD Contract Rent; provided the SFHA tenant is not required
5 to pay the additional amount above the RAD Contract Rent. Notwithstanding the preceding definition
6 of "reduced rent rate," as to commencement of temporary occupancy following an emergency, ~~except~~
7 ~~that~~ if the owner of the previous unit is the same as the owner of the replacement unit then
8 "reduced rent rate" means the rent the tenant was paying for the previous unit at the time of
9 the emergency.

10 For purposes of this subsection (D), "RAD Contract Rent" means the amount that the
11 United States Department of Housing and Urban Development ("HUD") pays to the SFHA, under a
12 contract between the two agencies, as a rent subsidy in addition to the portion of rent paid by the
13 tenant to the SFHA for the tenant's occupancy of the unit upon which rehabilitation has commenced.
14 ~~For Good Samaritan Status to exist, the written agreement as referenced in this Subsection must~~
15 ~~include a statement that the agreement is temporary in nature, must refer to this Subsection, and must~~
16 ~~state that the tenant has been displaced from his or her previous unit as certified in Subsection (iii),~~
17 ~~below.~~ In addition to the foregoing provisions of this subsection (D), the following provisions
18 govern Good Samaritan Status under subsection (D):

19 (i) The landlord and tenant may agree, in writing, to extend the reduced rent
20 rate for a period of time beyond the Original Good Samaritan Status Period, up to a total of
21 twenty-four (24) months from the beginning to the end of all Good Samaritan Status
22 ("Extended Good Samaritan Status Period").

23 (ii) By accepting occupancy in Good Samaritan Status, a tenant does not
24 waive any right to compensation or any right to return to the tenant's previous unit that he or
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1 she otherwise may have under Chapter 37 or other source of law, based on the emergency
2 vacation of the tenant's previous unit.

3 (iii) Good Samaritan Status may only be utilized upon certification in writing by
4 one of the following officials, or his or her designee, that as a result of fire, earthquake,
5 landslide, or similar emergency situation, or the commencement of rehabilitation of a tenant's unit
6 under the HUD Rental Assistance Demonstration Program, the tenant's previous unit is in such
7 condition that, as a matter of public health and safety and as a matter of habitability, the
8 tenant cannot or should not reside there until the unit has been appropriately repaired or
9 rehabilitated:

- 10 Mayor;
- 11 Fire Chief;
- 12 Director of the Department of Building Inspection;
- 13 Director of the Department of Public Health; ~~or~~
- 14 Director of the Mayor's Office of Housing and Community Development; or
- 15 Other Official as authorized by law.

16 The Rent Board shall make a form available, that the Official may use for this purpose.

17 (iv) The tenant's rent increase anniversary date for a Good Samaritan
18 occupancy shall be the date the tenancy commenced; the first annual allowable increase shall
19 take effect no less than one year from the anniversary date, but when imposed after one year,
20 shall set a new anniversary date for the imposition of future rent increases. The base rent
21 used for calculation of the annual allowable increase pursuant to Section 37.3(a)(1) during a
22 Good Samaritan occupancy, shall be the reduced rent rate in effect on the day the Good
23 Samaritan occupancy commences.

24 (v) The landlord may serve a notice of termination of tenancy under Section
25 37.9(a)(16) within 60 days after expiration of the Original and any Extended Good Samaritan

1 Status Period. Alternatively, within sixty (60) days after expiration of the Original and any
2 Extended Good Samaritan Status Period, if the Good Samaritan rental agreement states the
3 dollar amount of the tenant's initial base rent that can be imposed after expiration of the
4 Original and any Extended Good Samaritan Status Period, the landlord may give legal notice
5 of the rent increase to the tenant and then increase the tenant's rent from the temporary
6 reduced rent rate to the previously agreed upon initial base rent for the unit.

7 (vi) The Rent Board shall make a form available that explains the temporary
8 nature of tenant occupancy in Good Samaritan Status, and describes the other provisions of
9 Section 37.2(a)(1)(D)(v).

10 The Good Samaritan landlord shall provide the tenant with this disclosure
11 form prior to commencement of the Good Samaritan tenancy. However, failure by the landlord
12 to provide the tenant with such disclosure form:

13 • Will not prevent the landlord from serving a notice of termination of tenancy
14 under Section 37.9(a)(16) within sixty (60) days after expiration of the Original and any
15 Extended Good Samaritan Status Period.

16 • Will not prevent the landlord from serving a notice of rent increase within
17 sixty (60) days after expiration of the Original and any Extended Good Samaritan Status
18 Period, to increase to the previously agreed upon initial base rent for the unit, as provided in
19 Section 37.2(a)(1)(D)(v).

20 • Will not otherwise impact any rights that the landlord may have regarding
21 the tenancy.

22 (2) From and after the effective date of this ordinance, the base rent for tenants
23 occupying rental units which have received certain tenant-based or project-based rental
24 assistance shall be as follows:

25 (A) With respect to tenant-based rental assistance:

1 (i) For any tenant receiving tenant-based assistance as of the effective date of
2 this ordinance (except where the rent payable by the tenant is a fixed percentage of the
3 tenant's income, such as in the Section 8 certificate program and the rental subsidy program
4 for the HOPWA program), and continuing to receive tenant-based rental assistance following
5 the effective date of this ordinance, the base rent for each unit occupied by such tenant shall
6 be the rent payable for that unit under the Housing Assistance Payments contract, as
7 amended, between the San Francisco Housing Authority and the landlord (the "HAP
8 contract") with respect to that unit immediately prior to the effective date of this ordinance (the
9 "HAP" contract rent).

10 (ii) For any tenant receiving tenant-based rental assistance (except where the
11 rent payable by the tenant is a fixed percentage of the tenant's income, such as in the Section
12 8 certificate program and the rental subsidy program for the HOPWA program), and
13 commencing occupancy of a rental unit following the effective date of this ordinance, the base
14 rent for each unit occupied by such a tenant shall be the HAP contract rent in effect as of the
15 date the tenant commences occupancy of such unit.

16 (iii) For any tenant whose tenant-based rental assistance terminates or
17 expires, for whatever reason, following the effective date of this ordinance, the base rent for
18 each such unit following expiration or termination shall be the HAP contract rent in effect for
19 that unit immediately prior to the expiration or termination of the tenant-based rental
20 assistance.

21 (B) For any tenant occupying a unit upon the expiration or termination, for
22 whatever reason, of a project-based HAP contract under Section 8 of the United States
23 Housing Act of 1937 (42 USC Section 1437f, as amended), the base rent for each such unit
24 following expiration or termination shall be the "contract rent" in effect for that unit immediately
25 prior to the expiration or termination of the project-based HAP contract.

1 (C) For any tenant occupying a unit upon the prepayment or expiration of any
2 mortgage insured by ~~HUD~~*the United States Department of Housing and Urban Development*
3 (~~HUD~~), including but not limited to mortgages provided under Sections 221(d)(3), 221(d)(4)
4 and 236 of the National Housing Act (12 USC Section 1715z-1), the base rent for each such
5 unit shall be the "basic rental charge" (described in 12 USC 1715z-1(f), or successor
6 legislation) in effect for that unit immediately prior to the prepayment of the mortgage, which
7 charge excludes the "interest reduction payment" attributable to that unit prior to the mortgage
8 prepayment or expiration.

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

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16 Section 3. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors
17 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,
18 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal
19 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment

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1 additions, and Board amendment deletions in accordance with the "Note" that appears under
2 the official title of the ordinance.

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

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By: _____
Robert A. Bryan
Deputy City Attorney

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