File No. 090835 Committee Item No. 8
Board Item No. 21

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Land Use and Economic Development **Date** December 14, 2009

Board of Supervisors Meeting **Date** 01/26/10

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OTHER (Use back side if additional space is needed)

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Completed by: Alisa Somera **Date** December 10, 2009
Completed by: Alisa Somera **Date** December 20, 2009

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file and the online version.

[Residential Rent Ordinance: Prohibiting owner move-in evictions of households with a child under the age of 18, except by an owner moving in with a child and except where the owner only owns one unit in the building ~~families with children; and changing the definition of "disabled" tenants protected from owner move-in evictions~~.]

~~Draft o~~Ordinance amending Administrative Code Chapter 37 "Residential Rent Stabilization and Arbitration Ordinance" by amending Section 37.9(i) (j) to prohibit an owner move-in evictions ~~of families with children, where a member of the household~~ where a child under the age of 18 resides in the unit with a tenant who has a custodial or family relationship with that child, and that tenant has resided in the unit for 12 months or more, except that this provision will not apply where there is only one unit owned by the landlord in the building or where the owner who will move into the unit pursuant to a Section 37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner; and renumbering current Section 37.9(j) as Section 37.9(k). ~~;and changing the definition of "disabled" tenants protected from owner move-in evictions to be the definition in Government Code Section 12955.3, in place of the current definition that is tied to federal Supplemental Security Income and California State Supplemental Program (SSI/SSP) definitions.~~

NOTE: Additions are *single-underline italics Times New Roman font*; deletions are *~~strike-through italics Times New Roman font~~*. Board amendment additions are double-underlined Arial font; Board amendment deletions are ~~strikethrough Arial font~~.

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

Section 1. The San Francisco Administrative Code is hereby amended by amending Section 37.9, to read as follows:

SEC. 37.9. EVICTIONS.

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

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

(1) The tenant:

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

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

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

(B) Habitually pays the rent late; or

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

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

(A) Provided that notwithstanding any lease provision to the contrary, a landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld the right to sublet following a written

request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.

(B) Provided further that where a rental agreement or lease provision limits the number of occupants or limits or prohibits subletting or assignment, a landlord shall not endeavor to recover possession of a rental unit as a result of the addition to the unit of a tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner (as defined in Administrative Code Sections 62.1 through 62.8) of such relatives, or as a result of the addition of the spouse or domestic partner of a tenant, so long as the maximum number of occupants stated in Section 37.9(a)(2)(B)(i) and (ii) is not exceeded, if the landlord has unreasonably refused a written request by the tenant to add such occupant(s) to the unit. If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord. A landlord's reasonable refusal of the tenant's written request may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the rent to the landlord. A landlord's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a unit exceeds (or with the proposed additional occupant(s) would exceed) the lesser of (i) or (ii):

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

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

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

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

(5) The tenant, who had an oral or written agreement with the landlord which has terminated, has refused after written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration and under such terms which are materially the same as in the previous agreement; provided, that such terms do not conflict with any of the provisions of this Chapter; or

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

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

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

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

(ii) For the use or occupancy of the landlord's grandparents, grandchildren, parents, children, brother or sister, or the landlord's spouse, or the spouses of such relations, as their principal place of residency for a period of at least 36 months, in the same building in which the landlord resides as his or her principal place of residency, or in a building in which the landlord is simultaneously seeking possession of a rental unit under Section 37.9(a)(8)(i). For

purposes of this Section 37.9(a)(8)(ii), the term spouse shall include domestic partners as defined in San Francisco Administrative Code Sections 62.1 through 62.8.

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

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

possession, so as to avoid moving into a comparable unit, or to avoid offering a tenant a replacement unit.

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

(vi) Once a landlord has successfully recovered possession of a rental unit pursuant to Section 37.9(a)(8)(i), then no other current or future landlords may recover possession of any other rental unit in the building under Section 37.9(a)(8)(i). It is the intention of this Section that only one specific unit per building may be used for such occupancy under Section 37.9(a)(8)(i) and that once a unit is used for such occupancy, all future occupancies under Section 37.9(a)(8)(i) must be of that same unit, provided that a landlord may file a petition with the Rent Board, or at the landlord's option, commence eviction proceedings, claiming that disability or other similar hardship prevents him or her from occupying a unit which was previously occupied by the landlord.

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

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

(10) The landlord seeks to recover possession in good faith in order to demolish or to otherwise permanently remove the rental unit from housing use and has obtained all the necessary permits on or before the date upon which notice to vacate is given, and does so

without ulterior reasons and with honest intent; provided that a landlord who seeks to recover possession under this Section 37.9(a)(10) shall pay relocation expenses as provided in Section 37.9C except that a landlord who seeks to demolish an unreinforced masonry building pursuant to Building Code Chapters 16B and 16C must provide the tenant with the relocation assistance specified in Section 37.9A(f) below prior to the tenant's vacating the premises; or

(11) The landlord seeks in good faith to remove temporarily the unit from housing use in order to be able to carry out capital improvements or rehabilitation work and has obtained all the necessary permits on or before the date upon which notice to vacate is given, and does so without ulterior reasons and with honest intent. Any tenant who vacates the unit under such circumstances shall have the right to reoccupy the unit at the prior rent adjusted in accordance with the provisions of this Chapter. The tenant will vacate the unit only for the minimum time required to do the work. On or before the date upon which notice to vacate is given, the landlord shall advise the tenant in writing that the rehabilitation or capital improvement plans are on file with the Central Permit Bureau of the Department of Building Inspection and that arrangements for reviewing such plans can be made with the Central Permit Bureau. In addition to the above, no landlord shall endeavor to recover possession of any unit subject to a RAP loan as set forth in Section 37.2(m) of this Chapter except as provided in Section 32.69 of the San Francisco Administrative Code. The tenant shall not be required to vacate pursuant to this Section 37.9(a)(11), for a period in excess of three months; provided, however, that such time period may be extended by the Board or its Administrative Law Judges upon application by the landlord. The Board shall adopt rules and regulations to implement the application procedure. Any landlord who seeks to recover possession under this Section 37.9(a)(11) shall pay relocation expenses as provided in Section 37.9C or

(12) The landlord seeks to recover possession in good faith in order to carry out substantial rehabilitation, as defined in Section 37.2(s), and has obtained all the necessary

permits on or before the date upon which notice to vacate is given, and does so without ulterior reasons and with honest intent. Notwithstanding the above, no landlord shall endeavor to recover possession of any unit subject to a RAP loan as set forth in Section 37.2(m) of this Chapter except as provided in Section 32.69 of the San Francisco Administrative Code; Any landlord who seeks to recover possession under this Section 37.9(a)(12) shall pay relocation expenses as provided in Section 37.9C; or

(13) The landlord wishes to withdraw from rent or lease all rental units within any detached physical structure and, in addition, in the case of any detached physical structure containing three or fewer rental units, any other rental units on the same lot, and complies in full with Section 37.9A with respect to each such unit; provided, however, that guestrooms or efficiency units within a residential hotel, as defined in Section 50519 of the Health and Safety Code, may not be withdrawn from rent or lease if the residential hotel has a permit of occupancy issued prior to January 1, 1990, and if the residential hotel did not send a notice of intent to withdraw the units from rent or lease (Administrative Code Section 37.9A(f), Government Code Section 7060.4(a)) that was delivered to the Rent Board prior to January 1, 2004; or

(14) The landlord seeks in good faith to temporarily recover possession of the unit solely for the purpose of effecting lead remediation or abatement work, as required by San Francisco Health Code Articles 11 or 26. The tenant will vacate the unit only for the minimum time required to do the work. The relocation rights and remedies, established by San Francisco Administrative Code Chapter 72, including but not limited to, the payment of financial relocation assistance, shall apply to evictions under this Section37.9(a)(14).

(15) The landlord seeks to recover possession in good faith in order to demolish or to otherwise permanently remove the rental unit from housing use in accordance with the terms

of a development agreement entered into by the City under Chapter 56 of the San Francisco Administrative Code.

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

(c) A landlord shall not endeavor to recover possession of a rental unit unless at least one of the grounds enumerated in Section 37.9(a) or (b) above is the landlord's dominant motive for recovering possession and unless the landlord informs the tenant in writing on or before the date upon which notice to vacate is given of the grounds under which possession is sought and that advice regarding the notice to vacate is available from the Residential Rent Stabilization and Arbitration Board, before endeavoring to recover possession. A copy of all notices to vacate except three-day notices to vacate or pay rent and a copy of any additional written documents informing the tenant of the grounds under which possession is sought shall be filed with the Board within 10 days following service of the notice to vacate. The District Attorney shall determine whether the units set forth on the list compiled in accordance with Section 37.6(k) are still being occupied by the tenant who succeeded the tenant upon whom the notice was served. In cases where the District Attorney determines that Section 37.9(a)(8) has been violated, the District Attorney shall take whatever action he deems appropriate under this Chapter or under State law.

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

(e) It shall be unlawful for a landlord or any other person who willfully assists the landlord to endeavor to recover possession or to evict a tenant except as provided in Section 37.9(a) and (b). Any person endeavoring to recover possession of a rental unit from a tenant or evicting a tenant in a manner not provided for in Section 37.9(a) or (b) without having a substantial basis in fact for the eviction as provided for in Section 37.9(a) shall be guilty of a misdemeanor and shall be subject, upon conviction, to the fines and penalties set forth in Section 37.10A. Any waiver by a tenant of rights under this Chapter except as provided in Section 37.10A(g), shall be void as contrary to public policy.

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

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

(h) With respect to rental units occupied by recipients of tenant-based rental assistance, the notice requirements of this Section 37.9 shall be required in addition to any

notice required as part of the tenant-based rental assistance program, including but not limited to the notice required under 24 CFR Section 982.310(e)(2)(ii).

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

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

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

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

(i) A "disabled" tenant is defined for purposes of this Section 37.9(i)(1)(B) as a person who is disabled or blind within the meaning of the federal Supplemental Security Income/California State Supplemental Program (SSI/SSP), and who is determined by SSI/SSP to qualify for that program or who satisfies such requirements through any other method of determination as approved by the Rent Board ~~*within the meaning of Section 12955.3 of the California Government Code*~~;

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

~~Or;~~

~~*(C) Is under the age of 18 and a member of a household which has resided in the unit for at least 12 months.*~~ ~~Has a child under the age of 18 residing in the unit, that tenant has resided in the unit for at least 12 months, and that tenant has a custodial relationship with that minor (so~~

~~that the child is not living in the unit with no custodial relationship or as a roommate). The provisions of Section 37.9(i)(1)(C) shall not apply where there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to Section 37.9(a)(8) has a custodial relationship with a child under the age of 18 who will reside in the unit with the owner.~~

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

(3) The provisions established by this Section 37.9(i) include, but are not limited to, any rental unit where a notice to vacate/quit has been served as of the date this amendment takes effect but where the rental unit has not yet been vacated or an unlawful detainer judgment has not been issued.

(4) Within 30 days of personal service by the landlord of a written request, or, at the landlord's option, a notice of termination of tenancy under Section 37.9(a)(8), the tenant must submit a statement, with supporting evidence, to the landlord if the tenant claims to be a member of one of the classes protected by Section 37.9(i). The written request or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected by Section 37.9(i). The landlord shall file a copy of the request or notice with the Rent Board within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected by Section 37.9(i). A landlord may challenge a

tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

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

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

(1) A landlord may not recover possession of a unit from a tenant under Section 37.9(a)(8) if the landlord has or receives notice, any time before recovery of possession, that any tenant in the rental unit has a custodial or family relationship with a child under the age of 18 who is residing in the unit, and that the tenant with the custodial or family relationship has resided in the unit for 12 months or more.

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

(3) Within 30 days of personal service by the landlord of a written request, or, at the landlord's option, a notice of termination of tenancy under Section 37.9(a)(8), the tenant must submit a statement with supporting evidence to the landlord, if the tenant claims to be a member of the class protected from eviction by Section 37.9(j). The landlord's written request

or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). The landlord shall file a copy of the landlord's request or notice with the Rent Board within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

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

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

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

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

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

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

(D) A statement that the owner's right to show units to prospective buyers is governed by California Civil Code section 1954, including a statement that tenants must receive notice as provided by Section 1954, and a statement that a showing must be conducted during normal business hours unless the tenant consents to an entry at another time.

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

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

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

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

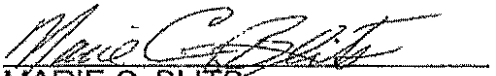
(B) A statement in bold type of at least 12 points that tenants cannot have their rent increased above that permitted by Chapter 37 solely because a new owner has purchased that property.

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

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

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

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

By: 
MARIE C. BLITS
Deputy City Attorney

FILE NO. 090835

LEGISLATIVE DIGEST

[Residential Rent Ordinance: Prohibiting owner move-in evictions of households with a child under the age of 18, except by an owner moving in with a child and except where the owner only owns one unit in the building ~~families with children; and changing the definition of "disabled" tenants protected from owner move-in evictions~~.]

~~Draft o~~Ordinance amending Administrative Code Chapter 37 "Residential Rent Stabilization and Arbitration Ordinance" by amending Section 37.9~~(i)~~ (j) to prohibit an owner move-in evictions ~~of families with children, where a member of the household~~ where a child under the age of 18 resides in the unit with a tenant who has a custodial or family relationship with that child, and that tenant has resided in the unit for 12 months or more, except that this provision will not apply where there is only one unit owned by the landlord in the building or where the owner who will move into the unit pursuant to a Section 37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner; and renumbering current Section 37.9(j) as Section 37.9(k). ~~;and changing the definition of "disabled" tenants protected from owner move-in evictions to be the definition in Government Code Section 12955.3, in place of the current definition that is tied to federal Supplemental Security Income and California State Supplemental Program (SSI/SSP) definitions.~~

Existing Law

The City's existing Rent Ordinance applies to most rental housing built before June 1979. In general, the existing Rent Ordinance limits annual rent increases, and requires specified good cause for evictions. One of the good causes for eviction, allows the owner or immediate family members to move into a unit, commonly known as an owner move-in ("OMI") eviction. (Administrative Code Chapter 37, "Residential Rent Stabilization and Arbitration Ordinance.")

Current owner move-in eviction provisions allow an owner to evict occupants from a unit, for the owner or the owner's immediate family members to use that unit as a principal residence for at least 36 months. (Administrative Code §37.9(a)(8).)

The current Rent Ordinance places certain restrictions on owner move-in evictions. For example, if a comparable unit owned by the landlord is vacant or becomes vacant before the tenancy is terminated, the owner move-in eviction notice must be rescinded. (Administrative Code §37.9(a)(8)(iv).) And an owner may not recover possession of a unit through owner move-in eviction if the owner receives notice "any time before recovery of possession" that any tenant in the unit: (1) is 60 years of age or older and has been residing in the unit for 10 years or more; (2) is disabled and has been residing in the unit for 10 years or more; or (3) is catastrophically ill and has been residing in the unit for five years or more. Tenants who otherwise qualify for protected status under these age/disability/catastrophic-illness provisions, however, may still be evicted if the rental unit: is a single family home; or if it is the only unit the owner owns in the building; or if all units in the building where the landlord resides (except the unit occupied by the owner) are occupied by tenants with this protected status, and the owner's qualified relative who will move in is 60 years or older. (Administrative Code §37.9(i).)

Amendments to Current Law

As written in the amendment dated December 9, 2009, the proposed amendment would add a fourth category of tenants protected from owner move-in evictions, by amending Section 37.9(j) to provide that a landlord may not recover possession of a unit from a tenant through owner move-in eviction under Section 37.9(a)(8) if the landlord has or receives notice any time before recovery of possession, that any tenant in the rental unit has a custodial or family relationship with a child under the age of 18 who is residing in the unit, and that the tenant with the custodial or family relationship has resided in the unit for 12 months or more.

This prohibition would not apply where there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to a Section 37.9(a)(8) owner move-in eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner.

The legislation would establish a process for a tenant to claim protected status under this Section; and for a landlord to challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or by commencing eviction proceedings. In the Rent Board hearing or the eviction action, the tenant would have the burden of proof to show protected status.[1]

Current Section 37.9(j) would be renumbered as Section 37.9(k).

Background Information

The City's Office of the Legislative Analyst (OLA) issued a related "Report on Owner Move-In Evictions and Displacement of Families," dated June 23, 2009, BOS File No. 021-09, available on the OLA webpage (http://www.sfgov.org/site/bdsupvrs_index.asp?id=4375).

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[1] As originally proposed June 23, 2009, the legislation would have amended Section 37.9(i) of the Rent Ordinance to prohibit owner move-in evictions where any tenant in the unit is "under the age of 18 and a member of a household which has resided in the unit for at least 12 months." Proposed Administrative Code §37.9(i)(1)(C).) The proposed legislation would also have amended the definition of "disabled tenant" in Administrative Code §37.9(i)(1)(B)(i).

The August 17, 2009 Amendment of the Whole at Land Use Committee: deleted the proposed amended definition of "disabled tenant;" and provided some exceptions to the proposed prohibited eviction of a household with a child under the age of 18 (*e.g.*, the prohibition against OMI eviction would not apply where the landlord owned only one unit in the building).

Youth Commission
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1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102~0917

(415) 554-6446
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www.sfgov.org/youth_commission

MEMORANDUM

YOUTH COMMISSION

TO: Linda Laws, Clerk, Land Use and Economic Development Committee
DATE: September 8, 2009
SUBJECT: **File: 090835** Ordinance amending Administrative Code Chapter 37 "Residential Rent Stabilization and Arbitration Ordinance" by amending Section 37.9(i) to prohibit owner move-in evictions where any tenant is under the age of 18 and a member of a household which has resided in the unit for at least 12 months.

Dear Clerk Laws,

During its first full meeting this fiscal year on August 17, 2009, the Youth Commission **voted to support proposed ordinance 090835**.

The Commission issues the following statement:

The Youth Commission suggests that proposed ordinance 090835 include an exception to its prohibition of owner move-in evictions when the tenants have a child under the age of 18, whereby an owner could go through with an OMI eviction if the owner does the following (in addition to provide the re-location payments already required by Rent Board law): pays 100% of the evicted tenants' relocation fee(s), including moving expenses; pays the evicted tenants' new security deposit; notifies the evicted tenants' and the Rent Board of the proposed OMI 6 months before the current tenants' lease expires; and provides the evicted tenants' three months rent at their new apartment.

Moreover, the Commission suggests that the proposed ordinance stipulate the income level of protected tenants, as income should be a consideration in the eviction process. This will help protect owners' rights as well as the safety of the families being evicted.

In addition, the Commission suggests that this proposed ordinance include certain transitional age youth living with adults as constituting a "family." In other words, the Commission suggests that this proposed ordinance include in its definition of a "family" young people of the ages 18-24 who are still dependent on and living with their parents and/or former legal guardians, such that renters who meet this criteria are protected by this proposed ordinance.

Finally, while the following may fall outside the purview of the proposed ordinance 090835, in light of the data in the Office of the Legislative Analysts' Report *Owner Move-In Evictions and Displacement of Families* (BOS File No. 021- 09), the

Commission recommends that the Board of Supervisors take action to assure that landlords are more accountable to the Rent Board.

The Commission calls for harsher penalties for owners who don't follow the regulations put forth by the Rent Board (while still protecting both the rights of renters and owners)—including, especially, the prohibition of verbal eviction notices.

The Commission also requests that the Rent Board make an effort to outreach to renters in San Francisco communities to inform them of their rights as tenants. In this same vein of alerting tenants' to the possibility of OMI proceedings, the Commission suggests that the Rent Board require all leases to contain *pro forma* language explaining that OMI evictions are a possibility.

Renters' should also be required to list all family members under the age of 18 on the lease. If a new child is born to tenants or begins living in a rented unit, the owner should be advised.

BOARD of SUPERVISORS

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MEMORANDUM

TO: Youth Commission

FROM: Angela Calvillo, Clerk of the Board

DATE: August 18, 2009

SUBJECT: REFERRAL FROM BOARD OF SUPERVISORS

The Board of Supervisors has received the following, which at the request of the Youth Commission is being referred as per Charter Section 4.124 for comment and recommendation. The Commission may provide any response it deems appropriate within 12 days from the date of this referral.

File: 090835

Ordinance amending Administrative Code Chapter 37 "Residential Rent Stabilization and Arbitration Ordinance" by amending Section 37.9(i) to prohibit owner move-in evictions where any tenant is under the age of 18 and a member of a household which has resided in the unit for at least 12 months.

Please return this cover sheet with the Commission's response to **Linda Laws, Clerk, Land Use and Economic Development Committee.**

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RESPONSE FROM YOUTH COMMISSION **Date:** 9/9/2009

____ **No Comment**

_X_ **Recommendation Attached**

Chairperson, Youth Commission

LEGISLATIVE ANALYST REPORT

To: Members of the Board of Supervisors
From: Alexa Delwiche, Office of the Legislative Analyst with assistance by Frances Zlotnik and Rochelle Sazegari
Date: June 23, 2009
Re: **Owner Move-In Evictions and Displacement of Families** (BOS File No. 021-09)

SUMMARY OF REQUESTED ACTION

The Board of Supervisors approved a motion introduced by Supervisor Mar requesting that the Office of the Legislative Analyst research and obtain information on families with children who are evicted each year through the Owner Move-In (OMI) eviction process. The Supervisor requested that the OLA work with all family service providers, eviction defense groups, owner or apartment associations, and tenant groups, to obtain data (hard numbers or anecdotal) that lend information to how many families face OMI evictions each year. Supervisor Mar also requested that the OLA find out how many families are threatened by OMI evictions and take relocation monies without reporting these numbers to the Rent Board.

EXECUTIVE SUMMARY

Significant data limitations prevent a precise estimate of the number of families with children affected by evictions because a thorough tracking system currently does not exist. Therefore, a range of estimates was calculated based on data from the Residential Rent Stabilization and Arbitration Board (Rent Board), San Francisco Unified School District data, eviction defense groups, and tenant groups. At least 18 families in San Francisco were affected by OMI evictions from 2008 to 2009, however a high range estimate calculates over 45 families. These estimates fail to include the extent to which oral OMI notices occurred and families with children vacated their unit accordingly without the Rent Board being notified, which according to a few tenant advocacy organizations is among tenants' most frequent reasons for seeking counsel. The number of families affected by OMI evictions is small relative to the number of annual at-fault just cause evictions affecting renter families. Nonetheless the effects of eviction on the individual families are significant.

INTRODUCTION

Tracking Displacement of Families with Children

A 2006 OLA report documented the negative effects of residential mobility on families with children. The report concluded that while numerous studies document the detrimental effects of displacement on children, the frequency with which families with children experienced eviction related displacement was unknown.

Subsequently, the Board of Supervisors passed an ordinance requiring the Residential Rent Stabilization and Arbitration Board (Rent Board) to track the number of evictions involving school age children, including data on whether the evictions occurred during the school year. In addition, the Board passed a resolution urging the San Francisco Unified School District to track mobility caused by residential evictions and to report its findings to the Board.

In March 2008, the Rent Board began reporting its findings to the Board of Supervisors in its annual statistical report of eviction data. Thus far, the School District has not reported its findings to the Board. While they have the capability to track student mobility, they do not have the ability to determine whether student movement is caused by evictions.

This report attempts to quantify only the number of Owner Move-In evictions involving families with children. The report will first provide an overview of San Francisco's rental housing market and the main reasons for evictions in a primarily rent-controlled city, followed by a brief background of the OMI eviction process in San Francisco. It will then summarize OMI data from a variety of sources and present key findings based on a data analysis. Finally, the report will offer recommendations on ways to more effectively track and prevent OMI evictions from displacing families with children.

BACKGROUND

Overview of San Francisco's Rental Housing Market

Over 60 percent of the housing units in San Francisco are renter occupied.[1] Fueled by a low supply of rental units and a low vacancy rate, San Francisco is the third most expensive county in the nation for renters.[2] Thus, the policy of rent control in San Francisco has become an important provision to protect renters from paying excessive rent in a competitive rental housing market. Rent control covers roughly 70 percent of the rental housing stock in San Francisco. Rent control restricts the annual amount by which owners can increase rent on rental housing units built before 1979. However, when a tenant vacates a rental unit either voluntarily or involuntarily, the unit can once again be rented at the market rate. There is no limit on the amount of rent the owner may first charge the tenant when renting a unit.

Types of Eviction Notices

Rent control restricts evictions to "just cause" evictions. Eviction is a legal process initiated by a written warning notice, followed by a court summons known as an unlawful detainer. There are fourteen just cause reasons for eviction, which fall into two categories: at-fault and no-fault evictions. Between March 2008 and February 2009, owners filed 1,430 eviction notices with the San Francisco Rent Board.

The main reasons the owner initiates an at-fault eviction include:

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[1] U.S. Census Bureau, "American Community Survey, 2007", http://www.census.gov/acs/www/

[2] National Low Income Housing Coalition, Out of Reach 2009- Least Affordable Jurisdictions. At http://www.nlihc.org/oor/oor2009/. Nantucket County and Marin County rank 1st and 2nd most expensive counties. San Francisco metropolitan statistical area ranks 2nd to Stamford-Norwalk, CT for the most expensive MSA's in the nation. San Francisco's current vacancy rate is approximately 4.5 percent, while a 5 percent vacancy rate is generally considered a fully rented market.

1) Non-payment of rent or habitually late payment of rent (185 notices)[3]
2) Violation of the terms of the rental agreement or breach of rental agreement (433 notices)
3) Creation of a substantial nuisance (311 notices)

The vast majority of evictions involve non-payment of rent.[4]

The five main types of no-fault evictions include:
1) Owner/relative move-in (159 notices)
2) To sell a unit in accordance with a condominium conversion (3 notices)
3) Demolition or permanent removal from housing use (34 notices)
4) Substantial rehabilitation (0 notices)
5) Ellis Act evictions[5] (192 notices)

The most common reasons for no-fault evictions are related to Owner Move-In evictions and Ellis Act evictions, accounting for 41 percent and 44 percent respectively. This report focuses on the Owner Move-In eviction, as it is the primary type of no-fault just cause eviction of sizable proportion, over which the San Francisco Board of Supervisors has jurisdiction.

Background on OMI Evictions
Under "Just Cause" Section 37.9 subdivision (a)(8), allows an Owner Move-In (OMI) eviction to occur when the owner or a family member intends to move into the unit. The law requires that the owner act "in good faith, without ulterior reasons and with honest intent." In 1998, voters passed Proposition G, which placed key restrictions on the OMI eviction process. These provisions include:

- The owner or relative must intend to move in within 3 months and occupy the unit for 36 continuous months for the eviction to be legal.
- Limits evictions for relatives to buildings where the owner lives or is trying to move in. Only one specific unit per building could be recovered by OMI eviction and occupied by a owner, even where there is more than one owner. That specific unit would be the only unit future owners could use an OMI eviction to recover and occupy. The owner may file a petition with the Rent Board if an owner's disability or similar hardship prevents the owner from occupying a unit in the building previously occupied by the owner.
- Makes the term spouse include a registered domestic partner for OMI eviction purposes
- Protects senior, catastrophically ill (who have been living in unit for 5 years or more) and disabled tenants (who have been living in a unit for 10 years) from OMI evictions.

In 2006, voters passed Proposition H, which requires owners to provide relocation payments to tenants who have lived in a rental unit for 12 or more months when an owner initiates a no-fault eviction. Relocation benefits are adjusted for inflation annually. Currently tenants are entitled to

[3] Statistics reflect eviction notices filed by landlords with the Rent Board from March 2008 through February, 2009. Residential Rent Stabilization and Arbitration Board, "Annual Eviction Report", March 13 2009.
http://www.sfgov.org/site/rentboard_page.asp?id=6014
[4] Notices to vacate that are filed with the Rent Board are the primary source of eviction data. Because landlords are not required to file notices to vacate involving non-payment of rent, the Rent Board statistics do not reflect the true number of annual evictions.
[5] A state law which allows landlords to evict all tenants in a building in order to take the building off the rental market.

receive $4,941 per tenant up to maximum of $14,825, plus an additional $3,295 for senior or disabled tenants or households with children (under 18).[6]

Overview of OMI Eviction Process

An owner initiates the Owner Move-In (OMI) eviction process by serving a written notice to vacate upon the tenant. From the time of service, the tenant has 60 days to vacate the unit. The owner must file a copy of the written notice with the Rent Board within 10 days of serving the OMI notice.[7]

Failure of the tenant to comply with the terms of the notice may result in the owner filing an unlawful detainer complaint with the court. If the owner files a complaint, the tenant must then be served with a copy. Within five days, the tenant must file an answer to the complaint or the tenant risks defaulting without a court hearing. After the tenant responds, the Court will set up a settlement conference, at which time both the owner and tenant can present their arguments and possibly come to an agreement. If no agreement is reached at the settlement conference, the case will go to a jury trial.

If the owner wins the court decision or if the tenant neglects to answer the summons, the owner may enforce the judgment by applying for issuance of a "writ of possession" from the court clerk. The writ is then transferred to the Sheriff's Department, which serves the writ on the unit being reclaimed. The tenant has five days to vacate the unit. Once the tenant receives the Sheriff's notice, he or she can file a motion in court asking for another week. During this stage of the eviction process, the San Francisco Sheriff's Department runs an Eviction Assistance Program (EAP), which assists families, elderly, disabled and indigent civil evictees by coordinating services with dozens of community assistance agencies throughout San Francisco, which can help prevent the eviction.[8] If the tenant fails to remedy the situation and vacate the unit within the allotted time, the sheriff may forcibly remove the tenant.

DATA

The Rate of Owner Move-In Evictions

Between March 2008 and February 28, 2009, a total of 159 OMI notices were filed with the Rent Board. OMI evictions make up approximately 11 percent of the 1,430 evictions in San Francisco (excluding those related to non-payment of rent, which likely occur with the greatest frequency), according to data collected by the San Francisco Rent Board.

During the late 1990's and early 2000's, owners used OMI evictions with much greater frequency, accounting for between 70 to 90 percent of no-fault evictions.[9] Beginning in 2002, OMI restrictions instituted by the passage of Prop G coupled with the effects of an economic downturn on the rental housing market caused a sharp decline in the number of annual OMI

[6] Residential Rent Stabilization and Arbitration Board, "Relocation Payments for Evictions based on Owner/Relative Move-in OR Demolition/Permanent Removal of Unit from Housing Use OR Temporary Capital Improvement Work OR Substantial Rehabilitation", 3/01/09 – 2/28/10 available at http://www.sfgov.org/site/uploadedfiles/rentboard/docs/documents/579.pdf

[7] This law applies to all notices to vacate except for Three-Day Notices to Pay Rent or Quit.

[8] Ilene Hirst, Sheriff Hennesy's Chief of Staff, Sheriff's Eviction Assistance Program, phone interview, April 28, 2009. The EAP prevents evictions in more than 50% of the cases involving families with children.

[9] San Francisco Department of Public Health, "Healthy Development Measurement Tool", http://www.thehdmt.org/indicator.php?indicator_id=194. Page accessed on April 23, 2009.

evictions. Over the past several years, Ellis Act evictions have accounted for a greater percentage of no-fault evictions. In 2008, OMI evictions accounted for 41 percent of the total no-fault evictions in San Francisco and Ellis Act evictions accounted for 49 percent.

While OMI's notices are the second leading type of no-fault eviction notices filed with the Rent Board, the actual number of OMI notices has decreased markedly. OMI evictions have fallen by about 90 percent since their peak in 1998 from 1,544 OMI notices filed in 1998 to 159 notices filed in 2008. Ellis Act evictions have dropped by 50 percent since their peak in 1999 from 423 notices filed in 1999 to 192 notices filed in 2008. Some tenant attorneys and advocates anticipate an increase in OMI evictions from owners who may decide to move from single family homes into their apartment buildings due to the collapse of the housing industry.

An Estimate of Families Affected by OMI Evictions in 2008-2009

Significant data limitations prevent a precise estimate of the number of families with children affected by evictions because an accurate tracking system currently does not exist. Because information on OMI's affecting families is limited, the OLA calculated a low and high range estimate of the number of affected families based on several assumptions, which will be explained in the following sections.

We are certain that at least 18 families were affected by OMI evictions from 2008 to 2009, however our high range estimate calculates over 45 families. Importantly, these estimates fail to include the extent to which verbal OMI notices occurred and families with children vacated their unit accordingly without the Rent Board being notified.

1. Rent Board & Superior Court Data

The most accurate way to estimate the number of families impacted would be to obtain familial status information from the notices filed by owners with the Rent Board. However, while owners are required to file notices with the Rent Board for all evictions (except for non-payment of rent), they are under no obligation to report on the notices whether children are involved with the eviction.[10]

Due to their inability to use notices filed by the owner to obtain information on familial status, the Rent Board uses tenant filings of Alleged Wrongful Evictions (AWE) to determine whether families with children are involved in evictions. AWE's are filed if a tenant believes an eviction is in violation of the Rent Ordinance. Rent Board statistics on AWE's show that tenants rarely contest OMI evictions at the Rent Board.[11]

Thus, while 159 OMI notices were filed by owners, only 24 AWE's were filed to contest the notices. Of the 24 AWE's filed, nearly 17 percent (or 4) of the cases involved children.[12] According to Rent Board staff, all of the cases occurred during the school year. Three of the

[10] Jennifer Rakowski, Supervisor, Rent Board, phone interview, April 22, 2009.

[11] OMI's account for only 5 percent (or 24) of the 524 Reports of Alleged Wrongful Eviction filed with the Rent Board during the same period.

[12] Families with children under the age 18 occupy over 20 percent of the renter occupied housing units in San Francisco. Nearly half of San Francisco's children occupy rent-controlled units, which makes up roughly 13 percent of rental housing stock in San Francisco. Joe Grubb, "San Francisco Tenant Survey", Bay Area Economics, 2002. Available at http://www.sfgov.org/site/uploadedfiles/rentboard/docs/tenantreportfinal.pdf.

cases involved one child each and one case involved three children, totaling six children affected by OMI evictions.

In addition to the AWE filings, the OLA searched the Superior Court database with the names of the tenants who received OMI notices to determine how many notices to vacate eventually resulted in an unlawful detainer complaint and whether any of these cases involved children. Thirteen of the 150 unique cases resulted in an unlawful detainer complaint being filed by the owner, however 24 of the 150 cases were unavailable for public view, which may mean the notices resulted in an unlawful detainer and the case is still underway.[13] At least 5 of the 13 cases involved children. The 4 AWE filings involving 6 children and the 5 families identified in the UD cases, total to 9 families affected by OMI evictions in 2008-2009.

2. San Francisco Unified School District Data

Additionally, The OLA contacted SFUSD for assistance in determining whether children lived at the addresses listed on the 150 unique OMI notices filed at the Rent Board. SFUSD's Office of Research, Planning and Accountability (RPA) used the notice data to cross-check the addresses where OMI evictions occurred with their student tracking database.[14]

SFUSD was able to confirm 10 families with 12 SFUSD students living at those addresses. Five of the 10 evictions occurred during the school year. Of the 12 students, only one student left the district two months after the eviction date. However there is no explanation of why the student moved. Only one of these families duplicated the Rent Board/Superior Court data. Thus, we are certain that at least18 families were affected by OMI evictions from March 2008 through February 2009.

3. Data from Service Providers, Eviction Defense and Tenant Advocacy Groups

Dozens of service providers, tenant advocacy groups, and eviction defense groups in the Bay Area counsel, assist with payment of rent, and represent thousands of tenant families facing eviction each year in San Francisco. While several of the tenant organizations consistently counsel tenants regarding the threat of OMI evictions, several other service providers and tenant attorneys reported that they very rarely confront OMI evictions when working with their client families. This difference is most likely explained by the different tenant populations they serve and the type of services the organization provides. Nonetheless, it is important to note that not all tenant advocates agree on the magnitude of the OMI eviction problem.

While the rate of actual OMI notices given to tenant families is low, San Francisco Tenants Union, Housing Rights Committee and Saint Peter's Housing Committee report that the threat of OMI evictions to tenants by their owner is among the most frequent reasons for which families seek counsel.[15] Eviction threats account for the majority of Saint Peter's Housing Committee's

[13] Eleven of the OMI notices filed were duplicates (filed twice by a landlord against the same tenant). Therefore there were 150 unique tenant households involved with OMI evictions in 2008-2009. Two of the AWE's filed by tenants did not have a corresponding OMI notice and should be included in the total number of tenants affected by OMI evictions.

[14] Data analysis conducted and provided by Chris Armentrout, Development and Local Government Relations, San Francisco Unified School District and Janice Link, Office of Research, Planning and Accountability (RPA), San Francisco Unified School District, June 2, 2009.

[15] Tommi Avicolli Mecca, Director of Counseling Program, Housing Rights Committee, telephone interview, April 23, 2009. Mariana Viturro, Co-Director of Saint Peter's Housing Committee, telephone interview, April 29, 2009.

cases; averaging roughly 400 cases per year. One tenant who recently sought counsel from the San Francisco Tenants Union regarding the threat of an OMI eviction wrote,

> "I find it insulting, that our landlord, who I have paid rent to every month for 8 years has the audacity to verbally ask us to move out in 30 days, especially in the middle of the child's school year. They gave our downstairs neighbors a similar verbal eviction for a relative move in and they never moved any relative in. They just rented it to some new tenants who I assume were willing to pay more."

Another tenant recounted that "we lived in our apartment for 18 months when the landlord informed me he was moving back into the house with his elderly mother." In neither case, was a tenant properly served a notice. The frequency with which families are orally evicted and move is difficult to capture.

Detailed data from specific groups include:

Family Service Providers: The majority of organizations provide counseling, legal assistance and financial assistance for families facing eviction due to non-payment of rent. San Francisco's Human Services Agency's Eviction Prevention Program annually provides grants to service providers for approximately 600 families struggling to pay rent. Catholic Charities receives the majority of the grants for housing assistance.[16] Glide Memorial receives a smaller proportion. Neither of these organizations reported assisting any tenants involved with OMI evictions.[17]

Eviction Defense Groups: The Eviction Defense Collaborative (EDC) advises tenants on roughly 90 percent of contested evictions. In 2008, Eviction Defense Collaborative counseled approximately 2,416 families that were either being evicted or trying to prevent an eviction.[18] Because tenants so rarely contest OMI evictions and EDC handles primarily contested eviction cases, EDC handles a small number of OMI cases each year. Over four years FY05-06 to FY 08-09, EDC represented 72 tenants facing OMI evictions, 21 (or 29%) of which involved families with children.[19] In 2008, Bay Area Legal Aid assisted 401 individuals and families in San Francisco with eviction related problems, but they have not seen an OMI case in several years.[20]

Tenant Advocacy Groups: The San Francisco Tenants Union, Housing Rights Committee, St. Peter's Housing Committee, Chinatown Community Development Center, and Tenderloin Housing Clinic, along with several other organizations, counsel tenants and provide legal advice to tenants to avoid displacement. The actual number of OMI eviction cases each organization receives each year is small relative to other types of cases they receive. The Tenderloin Housing Clinic rarely assists tenants with OMI evictions.[21] Low numbers for a few groups is largely due to inconsistent identification of eviction types during client intake sessions. From 2005 to 2008, Saint Peter's counseled at least 21 tenants regarding OMI evictions, 7 (or 33%) of which

[16] Cindy Ward, Director, Eviction Prevention Program of Human Services Agency, phone interview, April 28, 2009.
[17] Deneen Jones, Counselor, Glide Memorial Church, phone interview, April 27, 2009. Jose Cartajena, Program Manager, Catholic Charities, phone interview, April 24, 2009
[18] Kathy Harr, Eviction Defense Collaborative, e-mail correspondence, April 30, 2009.
[19] Miguel Wooding, Executive Director, Eviction Defense Collaborative, phone interview, April 24, 2009.
[20] Arnold Ellis, Managing Attorney, Bay Area Legal Aid Foundation, phone interview, May 8, 2009.
[21] Randy Shaw, Executive Director, Tenderloin Housing Clinic, phone interview, April 23, 2009.

involved families with children.[22] Chinatown Community Development Center is currently working on two OMI cases.[23]

4. OLA Estimate of Families Affected by OMI Evictions

Low-Range Estimate: The 4 AWE filings involving 6 children and the 5 families identified in the unlawful detainer cases, as well as the 9 families with 11 students identified by SFUSD, total to 18 families affected by OMI evictions from March 2008 through February 2009.

If OMI evictions are truly a random occurrence, then tenants with children who receive OMI notices should be proportional to the approximately 13 percent of rent-controlled units occupied by families with children in San Francisco.[24] The OLA determined that at least 12 percent (18 out of 150 notices) of the OMI eviction notices involved families with children, almost proportional to the number of rent-controlled units occupied by families with children.

High-Range Estimate: If owners are more likely to choose to move into a multi-bedroom apartment or if there is any other non-random reason whereby owners may use OMI notices to evict families with greater frequency, the proportion of families receiving OMI notices could potentially be higher. Interestingly, data from the Eviction Defense Collaborative and St. Peter's Housing Committee confirm such an assumption.

The Eviction Defense Collaborative found that a higher rate (29%) of families face OMI evictions than other types of evictions. This eviction rate is a few points lower than the reported rate (33%) of families affected by OMI's at St. Peter's Housing Clinic. By contrast, between 18 to 20 percent of other eviction cases handled at EDC involved families with children during that same period. Thus, if we applied a 30 percent average OMI eviction rate to the 150 unique OMI notices filed at the Rent Board, roughly 45 of the eviction notices would involve families. Importantly, this estimate does not account for families that move following an oral eviction notice, so the number of families affected by OMI evictions could surpass even the high range estimate.

[22] Mariana Viturro, Co-Director, Saint Peter's Housing Committee, e-mail correspondence, 5/12/09. The actual number of OMI cases is likely higher, as the number provided is only based on the cases that were identified as Owner Move-in. There are several other OMI's that were likely identified broadly as "evictions".

[23] Jess Liu, Housing Counselor, Chinatown Community Development Center, phone interview, May 12, 2009.

[24] Families with children occupy roughly 20% of all rental units in San Francisco. Approximately 82% of rental units occupied by families with children are rent-controlled. Roughly 16% of rent-controlled units are occupied by families with children.

FINDINGS

FINDING 1

Significant data limitations prevent the Rent Board from accurately tracking and reporting the number of families affected each year by evictions in general and OMI evictions in particular.

- The Rent Board's tracking of evicted families relies on voluntary, self-reported tenant filings of Alleged Wrongful Evictions, which are rarely used by tenants affected by OMI notices, thus understating the magnitude of OMI evictions affecting families.

AWE filings significantly undercount the number of tenants with children facing evictions in general, as AWE's only capture data on tenants alleging an unlawful eviction. And as stated above, tenants facing OMI evictions rarely contest the OMI notices they receive. Furthermore, tenants often fail to report on their Alleged Wrongful Eviction filings what type of eviction notice they are contesting and whether they have children. Therefore, the AWE filings do not provide an accurate count of the number of families that received OMI eviction notices as well as eviction notices in general.

- There is no enforcement mechanism to verify owner's compliance in filing of OMI notices. Consequently, data fail to capture the magnitude of OMI evictions.

While the Rent Board's tracking of notices is much more extensive than eviction data in most jurisdictions, the notice data fail to capture the full magnitude of OMI evictions. Owners are required to file the notices with the Rent Board, however there is no enforcement mechanism to verify the owner's compliance in filing. Therefore, the actual numbers of OMI evictions as well as all other types of evictions in San Francisco are likely understated in the Rent Board data.

- Oral notices and subsequent tenant movement are not captured in Rent Board data. This issue poses a serious limitation to our estimate due to the fact that the threat of OMI eviction through owners' use of oral evictions appears to be a larger problem among tenants than the frequency with which the formal legal OMI eviction process occurs.

A common concern raised by several tenant advocates was the use of informal or verbal OMI notices by owners to evict tenants, which is not captured in the Rent Board data. In fact, among the most frequent issues for which tenants seek counsel at the St. Peter's Housing Committee is when an owner tells a tenant that "I'm going to move in." Tenants, unaware of their rights as renters, that receive oral notices may vacate their apartments accordingly. Consequently, their movement is not captured in the data.

FINDING 2

The number of families affected by OMI evictions is small relative to the number of annual at-fault just cause evictions affecting renter families. Nonetheless the effects of eviction on the individual families are significant. Such effects are detailed below.

- Tenants face two challenges in finding replacement housing after they receive eviction notices; low vacancy rates and market prices.

If tenants have lived in a unit for several years, they may not be able to find a comparable unit in the same neighborhood. A survey conducted by the San Francisco Tenants Union (an organization that provides tenant counseling, lobbying, and organizing for San Francisco residents) found that 17 percent of tenants that received notices to vacate moved out of San Francisco entirely, 61 percent moved to new neighborhoods, and 2 percent became homeless.[25] Furthermore, the limited supply of affordable rental units in San Francisco creates additional challenges for families in search of limited multi-bedroom replacement housing.

- Tenants' inability to find replacement housing within the same neighborhood or city can disrupt ties to their community and social networks regardless of the tenants' age, however displacement is further complicated when children are involved.

For example, one tenant recounted an example of the implications of receiving an OMI eviction on her child. She wrote,

> "It is a tough time right now. We have the constant threat of eviction hanging over our head, and the landlord has asked us three times already about moving. With a child it does add stress, she is only in second grade and her school is close by. She doesn't understand the situation, and why we want her to be quiet as we walk by the landlord's door, and why she has to wait a long time at the tenant's union, and why her parents seem so agitated. An eviction would likely move her farther from her school, making the commute more difficult, moving her from friends, parks, and perhaps force her to change schools. That could be a traumatic situation for a 7 year old."

- Despite the difficulty researchers have isolating the effect on children of residential displacement from adverse outcomes associated with growing up in poverty (which often leads to residential instability), numerous studies have documented the detrimental effects of residential instability on children. Indeed, mobility during childhood is associated with the slowing of academic progress, decreased social capital, and negative health outcomes. Studies have concluded the following:

    - **Health Outcomes**: A relationship exists between residential instability and negative health outcomes for children regardless of family type. Adults who moved often as children were more likely to have low perceptions of physical and mental health later in life.[26]

[25] San Francisco Tenants Union, "Displacement in San Francisco: A Study of Renters Who Have Moved", 1996.
[26] Bures, Regina. "Childhood Residential Stability and Health at Midlife." American Journal of Public Health, 2003; 93: 1144-1148.

- **Social Networks**: Residential mobility has an inverse relationship to the strength of social networks. Students moving often, to equally unstable environments as they are leaving, experience little benefit and significant harm from a lack of stable social, academic, and environmental consistency.

  The nature of the move is also an important factor: unwelcome moves due to eviction or the loss of income create different and more severe stresses than voluntary moves to larger houses or better neighborhoods. In one study, researchers posited that for children who have previously enjoyed a fairly stable and advantaged environment, moving schools or houses is a relatively large shock. Such children may experience more serious negative effects than children who already face severe economic and social stresses.[27] This finding is particularly telling of OMI evictions, as tenants can rarely predict when such an eviction will occur.

- **Academic Progress**: Children who are highly mobile are more likely to achieve below grade level, repeat grades more frequently, and have lower rates of graduation.[28]

➢ Mobility and San Francisco Unified School District: The effect of evictions on student progress is mitigated to some extent in San Francisco by the San Francisco Unified School District's Student Assignment System, which places limited importance on residence location when assigning students to schools.[29]

The SFUSD does not require students who move out of a school's attendance area to transfer to another school, and in fact discourages such transferring, especially mid-year. Unless a family moves outside of the city, SFUSD allows and encourages students to stay in their current school.

➢ Regardless of SFUSD's policies, a move may create difficulties in maintaining a student's attendance at their school.

San Francisco's high cost of rental apartments and low vacancy rates, for multi-bedroom houses makes it unlikely that families will be able to locate affordable replacement housing within the same neighborhood. Families without cars may find the school difficult to get to from their new home, and public transit options may be complex, slow, or inappropriate for younger children. Indeed, anecdotal evidence from several tenants confirmed the added burden of moving out of the neighborhood when their children were school-aged. One tenant recounted, "I kept my oldest

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[27] Alexander, K. L., Entwisle, D. R., & Dauber, S. L. (1996). "Children in motion: School Transfers and Elementary School Performance". Journal of Educational Research, 90, 1-11

[28] United States General Accounting Office Report # GAO/HEHS-94-45. "Elementary School Children: Many Change Schools Frequently, Harming Their Education." February 1994.

[29] Excluding alternative and charter schools, applicants to all schools are divided into two groups: those who live within the "attendance area" and those who do not. Students who live within the attendance area of a school and also contribute to the diversity of the incoming class (determined by a computer algorithm) are placed first, with remaining spots allocated to applicants who contribute to the diversity of the class and live outside the attendance area. Thus, there are a number of factors that go into school assignment, and location of residence is only one of them.

child in her old neighborhood junior high, Marina Middle School, and drove her there every morning, but the other two ended up bussing to Clarendon."

Furthermore, students who remain enrolled at the same school may nonetheless suffer academic setbacks due to moving-related stresses such as increased distance from social networks, interrupted routines, and busy caregivers.

CONCLUSION AND RECOMMENDATIONS

Eviction related displacement creates a series of obstacles for renter families, making it difficult for them to provide a safe and stable environment for their children in one of the most expensive counties in the nation. The number of families affected by OMI evictions is small relative to the thousands of families, at-risk of or experiencing at-fault just cause evictions, yet the effects of eviction on the individual families are significant. Researchers have consistently found that residential mobility is associated with a number of detrimental effects to a child's wellbeing. Finally, the threat of OMI evictions through owners' use of oral evictions appears to be a larger problem among tenants than the frequency with which the formal legal OMI eviction process occurs.

Recommendations:

- **Consider improving mechanism for increased data collection capabilities**: Provide an opportunity for owners (to the best of their ability) to voluntarily report the number and age of people living in units. Such a mechanism would assist the Rent Board in tracking the number of children affected by all evictions (excluding non-payment of rent). This recommendation would still fail to account for families affected by OMI evictions in cases where they were orally evicted as well as cases in which owners did not file notices with the Rent Board. Despite the limitations, the Rent Board is currently unable to assess the full magnitude of families facing evictions of all types in San Francisco and this would significantly improve the Rent Board's ability to track children affected by evictions.[30]

  Additionally, improving coordination of data between SFUSD and the Rent Board is an important step in understanding the effects of residential displacement on children. While cross-checking the Rent Board's notice data was time consuming for SFUSD, they were able to identify more families than through the Rent Board's data collection system. Increased collaboration between the Rent Board and SFUSD could generate a greater understanding of the magnitude of families affected by all types of evictions.

- **Consider policy changes to protect tenant families from no-fault evictions, while assessing the possibility of any unintended consequences:** Despite lack of consensus regarding the magnitude of OMI evictions, there is universal agreement among tenant advocates that minimizing displacement of families with children is beneficial. Strengthening protections for families with children affected by no-fault evictions is an important first step. However, it is recommended that consideration be given as to whether a policy change may result in any unintended consequences, such as adversely affecting a family's ability to rent in San Francisco.

- **Improve tenant educational outreach to avoid displacement associated with oral evictions**. Tenant advocates reported that many tenants move because of oral evictions from

[30] Using data from Alleged Wrongful Evictions, which are reports filed by tenants when they believe an eviction occurred in violation of the Rent Ordinance, in March 2009, the Rent Board reported that 76 families were affected by evictions. This number is likely a serious underestimate.

owners. Strengthening tenant protections are unlikely to impact this segment of the renter population if they remain unaware of their rights as renters.

METHODOLOGY

This report relied extensively on stakeholder interviews. The OLA contacted a total of twenty-one stakeholders for the drafting of this report (listed in Appendix A), successfully completing sixteen interviews. At the request of the Supervisor, the OLA enlisted the assistance from family service providers, eviction defense groups, San Francisco Unified School District, the San Francisco Apartment Association, government agencies, and tenant groups. Unfortunately, despite a brief telephone conversation and an e-mail request for information from the OLA, the San Francisco Apartment Association did not contribute to the report. Interviews were conducted informally and without a specific interview guide. Jennifer Rakowski from the Rent Board provided a large amount of guidance on the OMI eviction process, policies, and issues surrounding data collection of OMI evictions.

We reviewed a range of primary materials, including raw data from the Rent Board, Census data, and court records. Additionally, San Francisco Unified School District's Office of Research, Planning and Accountability (RPA) cross-referenced the Rent Board notice data with their own student tracking database. We also reviewed several social science journal articles, housing studies, and reports produced by non-profits and government agencies. Tenant advocacy groups collected anecdotal evidence from families affected by OMI evictions, which were used to substantiate statements made throughout the report.

Appendix A – LIST OF STAKHOLDERS CONTACTED

Jennifer Rakowsky	Supervisor, Residential Rent Stabilization and Arbitration Board (Rent Board)
Chris Armentrout	Director of Government Relations, San Francisco Unified School District
Ilene Hirst	Sheriff Hennesy's Chief of Staff, Sheriff's Eviction Prevention Program
Ted Gullickson	Director, San Francisco Tenants Union
Arnold Ellis	Managing Attorney, Bay Area Legal Aid
Tommi Avicolli-Mecca	Director of Counseling Program, Housing Rights Committee
Sarah Short	Executive Director, Housing Rights Committee
Mariana Viturro	Co-Director, Saint Peter's Housing Committee
Miguel Wooding	Executive Director, Eviction Defense Collaborative
Kathy Harr	Eviction Defense Collaborative
September Jarett	Director of Policy Research, Department of Children Youth and Families
Jose Cartajena	Program Manager, Catholic Charities
Randy Shaw	Director, Tenderloin Housing Clinic
Deneen Jones	Counselor, Glide Memorial Church
Lisa Fricke	Government Affairs, San Francisco Apartment Association
Dan Kelly	Deputy Director, Human Services Agency
Al Gilbert	CFO, Family Services Agency
Cindy Ward	Director, Eviction Prevention Program Human Services Agency
Jess Liu	Housing Counselor, Chinatown Community Development Center
Alvaro Sanchez	Parent Organizer, Coleman Advocates for Children and Families
Eva Auyeung	Asian Law Caucus

Appendix B – School Mobility and Student Achievement Bibliography

Selected Studies and articles detailing the relationship between residential/school mobility and social and academic progress of children.

Bures, Regina M. "Childhood Residential Stability and Health at Midlife." *American Journal of Public Health.* July 2003; 93: 1144-1148.

Cohen, P., Johnson, J., Struening, E.L., Brook, J.S. "Family mobility as risk factor for childhood psychology." In Cooper, B., Hegason, T., eds. *Epidemiology and Prevention of Mental Disorders.* New York, NY: Routledge; 1989.

DeWitt, D.J. "Frequent childhood geographic relocation: its impact on drug use initiation and the development of alcohol and other drug-related problems among adolescents and young adults." *Addictive Behavior.* 1998; 23: 623-634.

Dong, M., et al. "Childhood Residential Mobility and Multiple Health Risks During Adolescence and Adulthood: The Hidden Role of Adverse Childhood Experiences." *Archives of Pediatric and Adolescent Medicine.* Dec 2005; 159: 1104-1110.

Haveman, R., Wolf, B., Paulding, J. "Childhood events and circumstances influencing high school completion." *Demography.* 1991;28: 133-157.

Humke, C., Schaefer, C., "Relocation: a review of the effects of residential mobility on children and adolescents." *Psychology.* 1995;32:18-24.

Ingersoll, G.M., Scamman, J.P., Eckerling, W.D., "Geographic mobility and student achievement in an urban setting." *Educational Evaluation and Policy Analysis.* 1989; 11: 143-149.

Nelson, P.S., Simoni, J.M., Adelman, H.S. "Mobility and functioning in the early grades." *Journal of Educational Research.* 1996; 89: 365-369.

Simpson, G.A., Fowler, M.A. "Geographic mobility and children's emotional/behavioral adjustment and school function." *Pediatrics.* 1994; 93: 303-309.

Swanson, C. B., Schneider, B. "Students on the move: Residential and educational mobility in America's Schools." *Sociology of Education.* 1999; 72: 54-67.

Wood, D., Halfon, N., Scarlata, D., Newachek, P., Nessim, S. "Impact of family relocation on children's growth, development, school fucntion, and behavior." *Journal of the American Medical Association.* 1993; 270: 1334-1338.

LEGISLATIVE ANALYST REPORT

From: Gabe Cabrera, with Melissa Vanlandingham - Office of the Legislative Analyst
Date: April 14, 2006
Re: **Evictions and Student Performance** (OLA No. 020-06)

SUMMARY OF REQUESTED ACTION

Identify the relationship between evictions of families and students' school performance.

EXECUTIVE SUMMARY

Our investigation reveals limited information relating evictions directly to school performance. Evidence exists, however, relating student mobility to school performance. Mobility, as measured by the number of times a student changes residences or schools, has been repeatedly linked to poor school performance. To the extent that evictions increase student mobility, evictions will have negative impacts on school performance.

It is unclear how evictions compare proportionately to other sources of mobility, such as job transfers, to be closer to work/school/other, and disaster losses (fire, flood, etc.). Nonetheless, to the extent that evictions significantly increase mobility, limiting evictions during the school year could positively impact students' school performance. It is important to consider that the children of evicted parents may be at high risk of mobility, in the absence of evictions, due to other underlying issues, such as shortages of affordable housing, changes in marital status, or unemployment.

BACKGROUND

From March 2005 to February 2006, a total of 1,621 evictions were filed with the San Francisco Rent Board.[1] The cited reasons for the evictions are grouped into multiple categories, but the largest contributors are:

- Tenants committing a nuisance (342);
- Tenants breaching the rental agreement (294);
- Withdrawal of the unit through the Ellis Act (276);
- Owners exercising their move-in option (259); and
- Tenants non-payment of rent (102).

The remaining 384 evictions are spread across 12 other categories. It is important to note that unlike other types of eviction notices, landlords are not required to file evictions for non-payment of rent with the Rent Board. Thus, the full number of evictions in the City is unknown. With respect to the number of evictions per year in San Francisco that involve families with children, Ted Gullickson, Director of the San Francisco Tenants Union, estimates that this

[1] San Francisco Rent Board Annual Eviction Report. March 30, 2006.

quotient is in the hundreds, but a more specific accounting of children affected by eviction is also unknown.[2]

FINDINGS

There is limited information relating evictions directly to school performance. Evidence exists, however, relating student mobility to school performance. That is, mobility negatively impacts school performance through a variety of disruptions to continuous education. Students who miss days of school fall behind. Students who change schools are often placed in new classrooms before their records are transferred, leading to inappropriate placement. Students who change schools are less able to form lasting relationships with their teachers and often will fail to seek needed help. Additionally, moving is stressful for families and this negatively affects student performance.

Children who are highly mobile are more likely to achieve below grade level, repeat grades more frequently, and have lower rates of graduation.

- **Below grade level** - A 1994 US General Accounting Office (GAO) study of American third graders found that 41% of students who had changed schools three or more times since first grade were reading below grade level, as compared to 26% of students who had never changes schools.[3]
- **Repeat grades** - The children who had changed schools three or more times were 2.5 times as likely to repeat a grade at school than those who had not changed schools.[4]
- **Lower rates of graduation** - Looking at older students, the study reported that students who had changed schools four or more times by eighth grade were four times as likely to drop out of school than students who never changed schools.[5]
- **Other issues** - Additionally, the GAO found that highly mobile students were more likely to have behavioral, nutritional, and hygiene problems reported at school.

Negative effects of mobility are not limited to the mobile students alone. Their classmates' education also suffers. Students entering the classroom during the school year are unfamiliar with the curriculum of the new school and require extra attention from teachers in order to catch up to their classmates. This forces teachers to divert from their intended lesson plans and slows the progress of the class as a whole.[6]

Although there are multiple reasons for mobility, such as job transfers, to be closer to work/school/other, and disaster losses (fire, flood, etc.), evictions undoubtedly contribute by requiring changes in residences. The extent of this contribution remains unclear. State and local education departments track overall student mobility, but do not categorize and track mobility by evictions. Nonetheless, to the extent that evictions significantly increase mobility, limiting evictions during the school year could positively impact students' school performance. It is

[2] Eslinger, Bonnie, "Supervisor: Ban Evictions During School Year." *San Francisco Examiner*. January 27, 2006.
[3] United States General Accounting Office Report # GAO/HEHS-94-45. "Elementary School Children: Many Change Schools Frequently, Harming Their Education." February 1994, p.6.
[4] Ibid., p.7
[5] Ibid., p.8
[6] Ibid., p.37

important to consider that the children of evicted parents may be at high risk of mobility, in the absence of evictions, due to other underlying issues, such as shortages of affordable housing, changes in marital status, or unemployment.[7]

RECOMMENDATIONS

To get a more specific accounting of children affected by eviction in San Francisco, the OLA offers the following recommendations for your consideration:

1. Require the San Francisco Rent Board to monitor the number of evictions per year in San Francisco that involve families with children (under categories of eviction filings required by local law), and to report its findings in its annual eviction report.
2. Urge the San Francisco Unified School District to track student mobility by evictions, and to report its findings to the Board of Supervisors.

[7] Ibid., p.2