

1 [Emergency Ordinance - Administrative Code - No-Fault Evictions During COVID-19
2 Pandemic]

3 **Emergency ordinance to temporarily prohibit certain types of no-fault evictions that**
4 **would otherwise be permitted under the Administrative Code, due to the COVID-19**
5 **pandemic.**

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

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

14 Section 1. Declaration of Emergency under Charter Section 2.107.

15 (a) Section 2.107 of the Charter authorizes passage of an emergency ordinance in
16 cases of public emergency affecting life, health, or property, or for the uninterrupted operation
17 of any City or County department or office required to comply with time limitations established
18 by law. The Board of Supervisors hereby finds and declares that an actual emergency exists
19 that requires the passage of this emergency ordinance.

20 (b) On February 25, 2020, Mayor London Breed proclaimed a state of emergency
21 based on coronavirus (COVID-19) (hereinafter referred to as “the state of emergency”). On
22 March 3, 2020, the Board of Supervisors, in Motion No. 200228, concurred in the February 25
23 Proclamation and in the actions taken by the Mayor to meet the emergency. On March 13,
24 2020, the Mayor issued a Second Supplement to the February 25 Proclamation, finding that
25 the emergency is causing severe financial impacts in the City, and providing certain
protections to renters who will be unable to pay their rent on time due to the emergency, to

1 avoid the further risks and contamination that will result if they are displaced from their homes.
2 On March 16, 2020, the County Health Officer issued Order No. C19-07, a “shelter in place”
3 order to generally require, with certain exceptions and recognizing certain exigencies, that all
4 San Francisco residents stay in their homes until at least April 7, due to the extreme
5 circumstances of the emergency. Also on March 16, 2020, the Governor issued Executive
6 Order N-28-20, finding that local jurisdictions must take measures to preserve and increase
7 housing security and that additional measures may be necessary to protect public health and
8 to mitigate the economic effects of COVID-19. Copies of these orders and directives are on
9 file with the Clerk in File No. 200267.

10 (c) For the same reasons warranting the foregoing orders and directives, the Board of
11 Supervisors finds it is essential to prevent to the maximum feasible extent displacement and
12 homelessness due to the COVID-19 emergency, not just by suspending evictions for non-
13 payment, as the City has already done, but also by suspending certain types of no-fault
14 evictions. These no-fault evictions account for hundreds of eviction notices each year.
15 Failure to immediately suspend these no-fault evictions will jeopardize public health and
16 worsen the already severe economic impacts of COVID-19.

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18 Section 2. Limiting Certain No-Fault Evictions.

19 Effective March 10, 2020, the following provisions shall apply to any attempt to recover
20 possession of a rental unit under Administrative Code Sections 37.9(a)(8), (a)(9), (a)(10),
21 (a)(11), or (a)(12). These provisions shall supplement the existing provisions in Chapter 37 of
22 the Administrative Code that govern such evictions. To the extent any part of Chapter 37
23 conflicts with any part of this ordinance, this ordinance shall apply.

24 (a) It shall be a defense to an eviction under Sections 37.9(a)(8), (a)(9), (a)(10),
25 (a)(11), or (a)(12) if either of the following are true:

1 (1) The tenancy would terminate while the County Health Officer Shelter-In-
2 Place Order No. C19-07, which is currently scheduled to expire on April 7, 2020, remains in
3 effect; or

4 (2) The effective date of the notice of termination of tenancy would fall during
5 the Effective Period of this ordinance, and any of the occupants in the unit are directly
6 impacted by COVID-19.

7 However, a landlord may rebut the defense by demonstrating that the eviction is
8 necessary for the safety of tenants, neighbors, the landlord, or the landlord's family members
9 as set forth in Administrative Code Section 37.9(a)(8)(ii).

10 (b) For purposes of this ordinance, an occupant is "directly impacted by COVID-19" if
11 the occupant (1) has tested positive for COVID-19; (2) is aged 60 years or more or has a
12 documented history of chronic respiratory illness, heart disease, lung disease, kidney disease,
13 compromised immune systems, diabetes, or other medical conditions making the individual
14 more likely to contract COVID-19 or more likely to suffer serious illness or death as a result of
15 contracting it; or (3) has experienced a financial impact such as a substantial loss of income
16 or substantial increase in out-of-pocket medical expenses that was caused by the COVID-19
17 pandemic or by the occupant's compliance with public health orders or recommended
18 guidance related to COVID-19 from local, state, or federal authorities that is not adequately
19 covered by the relocation payment owed to the tenant.

20 (c) If the tenant claims they are directly impacted by COVID-19 under subdivision
21 (a)(2) of this ordinance, the tenant shall, within 30 days of personal service by the landlord of
22 a written request, or, at the landlord's option, of a notice of termination of tenancy under
23 Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11), or (a)(12), submit a statement with supporting
24 evidence to the landlord. The landlord's written request or notice shall contain a warning that
25 a tenant's failure to submit a statement within the 30-day period shall be deemed an

1 admission that the tenant is not protected from eviction by this ordinance. The landlord shall
2 file a copy of the landlord's request or notice with the Rent Board within 10 days of service on
3 the tenant. A tenant's failure to submit a statement within the 30-day period shall be deemed
4 an admission that the tenant is not protected from eviction by this ordinance. Any medical or
5 financial information that the tenant provides the landlord shall be deemed strictly confidential
6 and may not be used for any purpose other than to evaluate the tenant's claim.

7 (d) A landlord may challenge a tenant's claim that the eviction is prohibited by this
8 ordinance either by requesting a hearing with the Rent Board or, at the landlord's option,
9 through commencement of eviction proceedings, including service of a notice of termination of
10 tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of
11 proof to show the eviction is prohibited, unless otherwise provided herein. No civil or criminal
12 liability under Administrative Code Section 37.9(e) or (f) shall be imposed upon a landlord for
13 challenging a tenant's claim that the eviction is prohibited under this ordinance, provided that
14 the landlord was acting in good faith and with a substantial basis.

15 (e) For purposes of this ordinance, the "Effective Period" means the period of time
16 that this Emergency Ordinance shall remain in effect. Consistent with Charter Section 2.107,
17 this ordinance shall become effective and operative immediately upon enactment, and shall
18 expire on the 61st day following enactment unless reenacted as provided by Section 2.107.
19 Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance
20 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of
21 Supervisors overrides the Mayor's veto of the ordinance.

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1 Section 3. Implementation.

2 The Executive Director of the Residential Rent Stabilization and Arbitration Board is
3 authorized to adopt rules, regulations, and guidance, and to develop forms and procedures to
4 implement this ordinance and effectuate its purposes.

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6 Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word
7 of this ordinance, or any application thereof to any person or circumstance, is held to be
8 invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision
9 shall not affect the validity of the remaining portions or applications of the ordinance. The
10 Board of Supervisors hereby declares that it would have passed this ordinance and each and
11 every section, subsection, sentence, clause, phrase, and word not declared invalid or
12 unconstitutional without regard to whether any other portion of this ordinance or application
13 thereof would be subsequently declared invalid or unconstitutional.

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15 Section 5. Supermajority Vote Required.

16 In accordance with Charter Section 2.107, passage of this emergency ordinance by the
17 Board of Supervisors requires an affirmative vote of two-thirds of the Board of Supervisors.

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

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22 By: _____
23 MANU PRADHAN
24 Deputy City Attorney

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