

File No. 150646

Committee Item No. 3  
Board Item No. 11

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Land Use & Transportation

Date SEPT 14, 2015

Board of Supervisors Meeting

Date Sept 22, 2015

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input type="checkbox"/>	<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
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<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
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OTHER (Use back side if additional space is needed)

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Completed by: Andrea Ausberry Date SEPT 10, 2015

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

[Administrative Code - Amendments to Residential Rent Stabilization and Arbitration Ordinance]

Ordinance amending the Administrative Code to: 1) prohibit, with certain exceptions, rent increases based on the addition of occupants even where a pre-existing rental agreement or lease permits such an increase; 2) prevent evictions based on the addition of occupants if the landlord has unreasonably refused the tenant's written request, including a refusal based on the amount of occupants allowed by the rental agreement or lease; 3) require landlords, after certain vacancies, to set the new base rent, for the next five years, as the lawful rent in effect at the time of the vacancy; 4) require that there be a substantial violation of a lawful obligation or covenant of tenancy as a basis for the recovery of possession; 5) require a landlord, prior to seeking recovery of possession, to provide tenants an opportunity to cure the unauthorized addition of the tenant's family members to the tenant's unit; 6) require that if a landlord seeks to recover possession based on a nuisance, substantial damage, or substantial interference with comfort, safety or enjoyment, the nuisance, substantial damage, or substantial interference be severe, continuing or recurring in nature; 7) prevent a landlord from seeking recovery of possession solely because the tenant is occupying a unit not authorized for residency; ~~78~~8) require landlords to state in notices to vacate for certain good cause evictions the lawful rent for the unit at the time the notice is served; ~~89~~9) require the Rent Board to prepare a form in English, Chinese, Spanish, Vietnamese, Tagalog, and Russian stating that a notice to vacate may lead to a lawsuit to evict and stating that advice regarding notices to vacate is available from the Rent Board; ~~910~~10) require landlords to attach a copy of the Rent Board form in the primary language of the tenant to each notice to vacate; and ~~4011~~11) require landlords to plead and prove in any action to recover possession that at least one of the grounds of

1 Administrative Code, Section 37.9(a)-(b) stated in the notice to vacate is the dominant  
2 motive for recovering possession.

3  
4 NOTE: Unchanged Code text and uncodified text are in plain Arial font.  
5 Additions to Codes are in single-underline italics Times New Roman font.  
6 Deletions to Codes are in ~~striketrough italics Times New Roman font~~.  
7 Board amendment additions are in double-underlined Arial font.  
8 Board amendment deletions are in ~~striketrough Arial font~~.  
9 Asterisks (\* \* \* \*) indicate the omission of unchanged Code  
10 subsections or parts of tables.

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

12 Section 1. Findings

13 The Board of Supervisors hereby finds that:

14 (a) Evictions are increasing across San Francisco. The Rent Board's annual reports on  
15 evictions to this Board of Supervisors for 2010 through 2015 show the number of eviction  
16 notices issued to rent controlled tenants and reported to the Rent Board has increased each  
17 year. Over that five-year reporting period, evictions reported to the Rent Board have  
18 increased by 67%.

19 (b) The rise in efforts to evict tenants coincides with a rise in market rents. Market  
20 rents have increased at a pace exceeding the ability of most San Franciscans to pay. In its  
21 July 2015 Economic Impact Analysis Report, "General Obligation Bond for Affordable  
22 Housing," the Controller's Office of Economic Analysis reported that "many tenants face high  
23 rent burdens, which have increased rapidly in recent years." The Mayor's 2015 "\$310 Million  
24 Affordable Housing General Obligation Bond Report" shows that, as of July 2015 the average  
25 market rent for a one-bedroom apartment in San Francisco is reported to be \$3495 per month

1 – approximately 60% of the median gross monthly income of a single person in San  
2 Francisco.

3 (c) Rising rates of evictions and rents are forcing thousands of lower and even middle  
4 income households to move out of San Francisco. According to the July 2015 Economic  
5 Impact Analysis Report, 12.3% of low income households and 5.9% of moderate and higher  
6 income households are now moving out of San Francisco every year. The involuntary  
7 displacement of residents adversely impacts San Francisco's collective economic vitality,  
8 diversity, and social and cultural well-being. The individual impacts of evictions and  
9 displacement from established community relationships and institutions can result in  
10 substantial adverse impacts on the health of seniors and vulnerable populations including but  
11 not limited to residents with limited English language skills.

12 (d) Rising rents combined with rules restricting the number of occupants in housing  
13 also impose a substantial burden on tenants and their right to associate, cohabitate, and live  
14 with partners or relatives of their choosing. For example, a landlord imposed rule that limit  
15 occupancy to no more than one person per bedroom empowers the landlord to intrude into  
16 the privacy of a tenant's bedroom. When such restrictive rules are enforced with the threat of  
17 evictions, tenants are forced to choose to live alone or to leave San Francisco in search of an  
18 alternative place to live with friends, relatives, or unmarried partners.

19 (e) Therefore, there is a significant public interest in assuring that tenants are not  
20 evicted from their rental units without substantial and reasonable cause including the right to  
21 live with roommates and or close relations of a tenant's choosing subject to reasonable and  
22 articulable standards as established by the landlord.

23 (f) This ordinance will enable tenants to stay in their homes to maintain a committed  
24 relationship with another person or personal associations. And by doing so, will relieve the  
25 burden on some residents to find affordable rental space in San Francisco. It also permits a

landlord to reject a request for a roommate for good reason, and to petition the Rent Board to increase the rent to compensate the landlord for any costs incurred as a result of the additional occupancy.

For the aforesated reasons, the Board of Supervisors enacts these amendments to Sections 37.3(a)(1)(11) and 37.9(a)(2)(C) of the Administrative Code.

Section 2. The Administrative Code is hereby amended by revising Sections 37.3, 37.9, and 37.9A, to read as follows:

### **SEC. 37.3. RENT LIMITATIONS.**

(a) Rent Increase Limitations for Tenants in Occupancy. Landlords may impose rent increases upon tenants in occupancy only as provided below and as provided by Subsection 37.3(d):

(1) Annual Rent Increase. On March 1st of each year, the Board shall publish the increase in the CPI for the preceding 12 months, as made available by the U.S. Department of Labor. A landlord may impose annually a rent increase which does not exceed a tenant's base rent by more than 60 percent of said published increase. In no event, however, shall the allowable annual increase be greater than seven percent.

\* \* \* \*

#### (11) Additional occupants.

(A) Except as provided in Section 37.3(a)(11)(B), a landlord may not impose increases solely because a tenant has added an additional occupant to an existing tenancy, including, but not limited to, a newborn child or family member as defined in Section 401 of the Housing Code. The prohibition on increases mandated by this Subsection (A) shall apply notwithstanding a rental agreement or lease that specifically permits a rent increase for additional occupants.

1       (B) A landlord may petition the Board for a rent increase pursuant to Section 37.3(a)(8) for  
2 costs associated with the addition of occupants authorized under Section 37.9(a)(2)(C).

3       (C) Rent increases otherwise permitted by the Costa-Hawkins Rental Housing Act,  
4 California Civil Code Section 1950 et seq. (as it may be amended from time to time) are not prohibited  
5 or limited by this Section 37.3(a)(11).

6       \* \* \* \*

7       (f) Costa-Hawkins Vacancy Control. Where a landlord has terminated the previous tenancy  
8 as stated in either subsection (1), (2) or (3) below, for the next five years from the termination, the  
9 initial base rent for the subsequent tenancy shall be a rent not greater than the lawful rent in effect at  
10 the time the previous tenancy was terminated, plus any annual rent increases available under this  
11 Chapter 37. This Section 37.3(f) is intended to be consistent with California Civil Code Section  
12 1954.53(a)(1)(A)-(B).

13       (1) Where the previous tenancy was terminated by a notice of termination of tenancy  
14 issued under California Civil Code Section 1946.1 stating the ground for recovery of possession under  
15 Sections 37.9(a)(8), (9), (10), (11), or (14) of this Code. For purposes of the termination of tenancy  
16 under Section 37.9(a)(9), the initial rent for the unit may be set by a subsequent bona fide purchaser for  
17 value of the condominium.

18       (2) Where the previous tenancy was terminated upon a change in terms of tenancy noticed  
19 under California Civil Code Section 827, except a change in rent permitted by law. Within 10 days  
20 after serving the notice of termination based upon a change in terms of tenancy under Civil Code  
21 Section 827, the landlord shall notify the Board in writing of the monthly rent the tenant was paying  
22 when the landlord gave the notice to the tenant, and provide a copy of the notice to the Board to the  
23 tenant.

24       (3) Where the landlord terminated or did not renew a contract or recorded agreement  
25 with a governmental agency that provided for a rent limitation to a qualified tenant. When a landlord

1 terminates a tenant-based rental assistance program, the landlord shall, within 10 days after giving the  
2 notice of termination of the program to the tenant, notify the Board in writing of the monthly rent the  
3 tenant was paying and the monthly rent paid by the program to the landlord on behalf of the tenant  
4 when the landlord gave notice to the tenant, and provide a copy of the notice to the Board to the tenant.

5 \* \* \* \*

6  
7 **SEC. 37.9. EVICTIONS.**

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

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

11  
12 (1) The tenant:

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

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

17 (ii) Except that, commencing August 10, 2001, to and including February 10,  
18 2003, a landlord shall not endeavor to recover or recover possession of a rental unit for failure  
19 of a tenant to pay that portion of rent attributable to a capital improvement passthrough  
20 certified pursuant to a decision issued after April 10, 2000, where the capital improvement  
21 passthrough petition was filed prior to August 10, 2001, and a landlord shall not impose any  
22 late fee(s) upon the tenant for such non-payment of capital improvements costs; or

23 (B) Habitually pays the rent late; or

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

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

5 (A) Provided that notwithstanding any lease provision to the contrary, a landlord  
6 shall not endeavor to recover possession of a rental unit as a result of subletting of the rental  
7 unit by the tenant if the landlord has unreasonably withheld the right to sublet following a  
8 written request by the tenant, so long as the tenant continues to reside in the rental unit and  
9 the sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails  
10 to respond to the tenant in writing with a description of the reasons for the denial of the request  
11 within ~~fourteen~~(14) days of receipt of the tenant's written request, the tenant's request shall be  
12 deemed approved by the landlord.

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



1 landlord. A landlord's reasonable refusal of the tenant's written request may be based on, but  
2 is not limited to, the ground that the total number of occupants in a unit exceeds (or with the  
3 proposed additional occupant(s) would exceed) the lesser of (i) or (ii):

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

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

9 (C) Provided further that where a rental agreement or lease provision limits the  
10 number of occupants or limits or prohibits subletting or assignment, a landlord shall not endeavor to  
11 recover possession of a rental unit as a result of the addition by the tenant of additional occupants to  
12 the rental unit, so long as the maximum number of occupants does not exceed the lesser of the amounts  
13 allowed by Subsection (i) or Subsection (ii) of this Section 37.9(a)(2)(C), if the landlord has  
14 unreasonably refused a written request by the tenant to add such occupant(s) to the unit. If the landlord  
15 fails to respond to the tenant in writing with a description of the reasons for the denial of the request  
16 within 14 days of receipt of the tenant's written request, the tenant's request shall be deemed approved  
17 by the landlord. A landlord's reasonable refusal of the tenant's written request may not be based on  
18 either of the following: (1) the proposed additional occupant's lack of creditworthiness, if that person  
19 will not be legally obligated to pay some or all of the rent to the landlord, or (2) the number of  
20 occupants allowed by the rental agreement or lease. With the exception of the restrictions stated in the  
21 preceding sentence, a landlord's reasonable refusal of the tenant's written request may be based on, but  
22 is not limited to, the ground that the landlord resides in the same unit as the tenant or the ground that  
23 the total number of occupants in a unit exceeds (or with the proposed additional occupant(s) would  
24 exceed) the lesser of (i) or (ii):

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

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

5 (iii) This Subsection 37.9(a)(2)(C) is not intended by itself to establish a direct  
6 landlord-tenant relationship between the additional occupant and the landlord or to limit a landlord's  
7 rights under the Costa-Hawkins Rental Housing Act, California Civil Code Section 1954.50 et seq. (as  
8 it may be amended from time to time).

9 (iv) For the purposes of this Subsection 37.9(a)(2)(C), the term "additional  
10 occupant" shall not include persons who occupy the unit as a Tourist or Transient Use, as  
11 defined in Administrative Code Section 41A.5.

12 (D) Before endeavoring to recover possession based on the violation of a lawful  
13 obligation or covenant of tenancy regarding subletting or limits on the number of occupants in the  
14 rental unit, the landlord shall serve the tenant a written notice of the violation that provides the tenant  
15 with an opportunity to cure the violation in 10 or more days. The tenant may cure the violation by  
16 making a written request to add occupants referenced in Subsection (A), (B), or (C) of Section  
17 37.9(a)(2) or by using other reasonable means to cure the violation, including, without limitation, the  
18 removal of any additional or unapproved occupant. Nothing in this Section 37.9(a)(2)(D) is intended  
19 to limit any other rights or remedies that the law otherwise provides to landlords; or

20 (3) When the landlord commences the endeavor to recover possession, ~~The~~The  
21 tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to,  
22 the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of  
23 the landlord or tenants in the building, the activities are severe, continuing or recurring in  
24 nature, and the nature of such nuisance, damage or interference is specifically stated by the  
25 landlord in writing as required by Section 37.9(c); or

1 (4) The tenant is using or permitting a rental unit to be used for any illegal  
2 purpose, provided however that a landlord shall not endeavor to recover possession of a  
3 rental unit solely;

4 (aA) as a result of a first violation of Chapter 41A that has been cured within 30  
5 days written notice to the tenant; or,

6 (bB) because the illegal use is the residential occupancy of a unit not authorized for  
7 residential occupancy by the City. Nothing in this Section 37.9(a)(4)(B) prohibits a landlord from  
8 endeavoring to recover possession of the unit under Section 37.9(a)(8) or (10) of this Chapter.

9 \* \* \* \*

10 (c) A landlord shall not endeavor to recover possession of a rental unit unless at  
11 least one of the grounds enumerated in Section 37.9(a) or (b) above is (1) the landlord's  
12 dominant motive for recovering possession and (2) unless the landlord informs the tenant in  
13 writing on or before the date upon which notice to vacate is given of the grounds under which  
14 possession is sought, and for notices to vacate under Sections 37.9(a)(8), (9), (10), (11), and (14),  
15 state in the notice to vacate the lawful rent for the unit at the time the notice is issued and that advice  
16 regarding the notice to vacate is available from the Residential Rent Stabilization and Arbitration  
17 Board, before endeavoring to recover possession. The Board shall prepare a written form that  
18 states that a tenant's failure to timely act in response to a notice to vacate may result in a lawsuit by the  
19 landlord to evict the tenant and advice regarding the notice to vacate is available from the Board. The  
20 Board shall prepare the form in English, Chinese, Spanish, Vietnamese, Tagalog, and Russian and  
21 make the form available to the public on its website and in its office. A landlord shall attach a copy of  
22 the form that is in the primary language of the tenant to a notice to vacate before serving the notice,  
23 except that if the tenant's primary language is not English, Chinese, Spanish, Vietnamese, Tagalog or  
24 Russian, the landlord shall attach a copy of the form that is in English to the notice. A copy of all  
5 notices to vacate except three-day notices to vacate or pay rent and a copy of any additional

1 written documents informing the tenant of the grounds under which possession is sought shall  
2 be filed with the Board within 10 days following service of the notice to vacate. The District  
3 Attorney shall determine whether the units set forth on the list compiled in accordance with  
4 Section 37.6(k) are still being occupied by the tenant who succeeded the tenant upon whom  
5 the notice was served. In cases where the District Attorney determines that Section 37.9(a)(8)  
6 has been violated, the District Attorney shall take whatever action he deems appropriate  
7 under this Chapter or under State law. In any action to recover possession of the rental unit under  
8 Section 37.9, the landlord must plead and prove that at least one of the grounds enumerated in Section  
9 37.9(a) or (b) and also stated in the notice to vacate is the dominant motive for recovering possession.  
10 Tenants may rebut the allegation that any of the grounds stated in the notice to vacate is the dominant  
11 motive.

12 \* \* \* \*

13  
14 **SEC. 37.9A. TENANT RIGHTS IN CERTAIN DISPLACEMENTS UNDER SECTION**  
15 **37.9(a)(13).**

16 This Section 37.9A applies to certain tenant displacements under Section 37.9(a)(13), as  
17 specified.

18 \* \* \* \*

19 (f) Notice to Rent Board; Recordation of Notice; Effective Date of Withdrawal.

20 (1) Any owner who intends to withdraw from rent or lease any rental unit shall  
21 notify the Rent Board in writing of said intention. Said notice shall contain statements, under  
22 penalty of perjury, providing information on the number of residential units, the address or  
23 location of those units, the name or names of the tenants or lessees of the units, and the rent  
24 applicable to each residential rental unit. Said notice shall be signed by all owners of record of  
25 the property under penalty of perjury and shall include a certification that actions have been

1 initiated as required by law to terminate existing tenancies through service of a notice of  
2 termination of tenancy. The notice must be served by certified mail or any other manner  
3 authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the  
4 rental units. Information respecting the name or names of the tenants, the rent applicable to  
5 any unit, or the total number of units, is confidential and shall be treated as confidential  
6 information by the City for purposes of the Information Practices Act of 1977, as contained in  
7 Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil  
8 Code. The City shall, to the extent required by the preceding sentence, be considered an  
9 "agency," as defined by Subdivision (b) of Section 1798.3 of the Civil Code.

10 \* \* \* \*

11 (5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to the Rent  
12 Board, the owner shall provide notice to any tenant or lessee to be displaced of the following:

13 (A) That the Rent Board has been notified pursuant to Subsection (f)(1);

14 (B) That the notice to the Rent Board specified the name and the amount of rent  
15 paid by the tenant or lessee as an occupant of the rental unit;

16 (C) The amount of rent the owner specified in the notice to the Rent Board;

17 (D) The tenant's or lessee's rights to reoccupancy under Section 37.9A(c) if the  
18 rental unit is again offered for rent or lease by a current or future owner and to relocation  
19 assistance under Subsections 37.9A(c) and (e); and

20 (E) The rights of qualified elderly or disabled tenants as described under  
21 Subsection (f)(4), to extend their tenancy to one year after the date of delivery to the Rent  
22 Board of the Subsection (f)(1) notice of intent to withdraw.

23 \* \* \* \*

24 Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word  
of this Ordinance, or any application thereof to any person or circumstance, is held to be

1 invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision  
2 shall not affect the validity of the remaining portions or applications of the Ordinance. The  
3 Board of Supervisors hereby declares that it would have passed this Ordinance and each and  
4 every section, subsection, sentence, clause, phrase, and word not declared invalid or  
5 unconstitutional without regard to whether any other portion of this Ordinance would be  
6 subsequently declared invalid or unconstitutional.

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

11 Section 4. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors  
12 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,  
13 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal  
14 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment  
15 additions, and Board amendment deletions in accordance with the "Note" that appears under  
16 the official title of the ordinance.

17  
18  
19  
20 APPROVED AS TO FORM:  
21 DENNIS J. HERRERA, City Attorney

22 By:

  
23 Robert A. Bryan  
24 Deputy City Attorney

25 n:\egana\as2015\1500782\01046761.docx

**AMENDED LEGISLATIVE DIGEST**  
*(9/14/2015 - Amended in Committee)*

[Administrative Code - Amendments to Residential Rent Stabilization and Arbitration Ordinance]

**Ordinance amending the Administrative Code to: 1) prohibit, with certain exceptions, rent increases based on the addition of occupants even where a pre-existing rental agreement or lease permits such an increase; 2) prevent evictions based on the addition of occupants if the landlord has unreasonably refused the tenant's written request, including a refusal based on the amount of occupants allowed by the rental agreement or lease; 3) require landlords, after certain vacancies, to set the new base rent, for the next five years, as the lawful rent in effect at the time of the vacancy; 4) require that there be a substantial violation of a lawful obligation or covenant of tenancy as a basis for the recovery of possession; 5) require a landlord, prior to seeking recovery of possession, to provide tenants an opportunity to cure the unauthorized addition of the tenant's family members to the tenant's unit; 6) require that if a landlord seeks to recover possession based on a nuisance, substantial damage, or substantial interference with comfort, safety or enjoyment, the nuisance, substantial damage, or substantial interference be severe, continuing or recurring in nature; 7) prevent a landlord from seeking recovery of possession solely because the tenant is occupying a unit not authorized for residency; 8) require landlords to state in notices to vacate for certain good cause evictions the lawful rent for the unit at the time the notice is served; 9) require the Rent Board to prepare a form in English, Chinese, Spanish, Vietnamese, Tagalog, and Russian stating that a notice to vacate may lead to a lawsuit to evict and stating that advice regarding notices to vacate is available from the Rent Board; 10) require landlords to attach a copy of the Rent Board form in the primary language of the tenant to each notice to vacate; and 11) require landlords to plead and prove in any action to recover possession that at least one of the grounds of Administrative Code, Section 37.9(a)-(b) stated in the notice to vacate is the dominant motive for recovering possession.**

Existing Law

The City's Residential Rent Stabilization and Arbitration Ordinance (Chapter 37 of the Administrative Code, the "Rent Ordinance") applies to most rental housing built before June 1979. In general, the Rent Ordinance limits annual rent increases, and requires specified good cause for evictions. The Rent Ordinance established the Residential Rent Stabilization and Arbitration Board (the "Rent Board") to safeguard tenants from excessive rent increases and assure landlords fair and adequate rents. Section 37.9 of the Rent Ordinance lists the good cause grounds for eviction and Section 37.3 of the Rent Ordinance states the conditions for which a landlord may seek a rent increase and the process for obtaining the increase.

Section 37.9(a) and (b) lists approximately 15 good cause grounds for evicting tenants. Section 37.9(a)(2) allows a landlord to recover possession if the tenant has violated a lawful obligation or covenant of tenancy and failed to cure the violation after receiving a notice to cure from the landlord. However, Section 37.9(a)(2) essentially prohibits evictions based on increased occupancy (with a limited exception) where the additional occupants consists of certain family members of the tenant. Eviction is prohibited even where a rental agreement or lease otherwise limits the number of occupants, or limits or prohibits subletting. A tenant's written request to the landlord to add occupant(s) is deemed approved if the landlord fails to respond in writing within 14 days. The landlord may not refuse an additional occupant based on that person's creditworthiness if that person would not be legally obligated to pay any rent to the landlord. But the landlord may refuse the additional occupant(s) if the total number of occupants in the unit would exceed the lesser of: (1) 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 (2) the maximum number of persons allowed in a unit under state or local law.

Additional good cause grounds include Section 37.9(a)(3) and 37.9(a)(4). Section 37.9(a)(3) allows a landlord to recover possession when 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 other tenant, and the landlord so informs the tenant in writing on or before serving a notice to vacate. Section 37.9(a)(4) allows a landlord to recover possession if the tenant is using the premises for illegal purposes, but the landlord may not recover possession solely because the tenant has committed the tenant's first violation of Chapter 41A (Residential Unit Conversion and Demolition) if that violation has been cured within 30 days written notice to the tenant.

Section 37.9(c) requires that a landlord not seek to recover possession of a rental unit unless one of the basis for recovery provided in Sections 37.9(a) or (b) is the landlord's dominant motive for recovering possession.

#### Amendments to Current Law

The proposed ordinance would amend Section 37.3(a)(11) to prohibit rent increases based solely on the addition of an occupant to an existing tenancy. Such rent increases would be prohibited even where a pre-existing rental agreement or lease permits a rent increase. However, a landlord would be able to petition the Rent Board for a rent increase based on increased costs associated with the addition of occupants. Furthermore, the proposed legislation would not limit rent increases permitted by the state Costa-Hawkins Rental Housing Act (California Civil Code §§1954.50 *et seq.*).



The proposed ordinance amends Section 37.9(a)(2) to prohibit evictions based on additional occupants with tenancies greater than 29 days. A tenant who wishes to add an occupant would first have to make a written request to the landlord. The landlord could not refuse the request on the basis that the rental agreement or lease limits the number of occupants or prohibits subletting, or that the proposed occupant is not creditworthy, if that person would not be legally obligated to pay any rent to the landlord. The landlord could not unreasonably refuse the tenant's request. A reasonable basis for refusing the request includes, but is not limited to, the total number of occupants in the unit exceeding the lesser of: (1) 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 (2) the maximum number of persons allowed in the unit under state or local law. If the landlord does not respond to the tenant's request in 14 days, the request would be deemed approved.

The proposed ordinance amends Section 37.3 to include the Costa-Hawkins Vacancy Control of the California Civil Code Section 1954.53(a)(1) by adding subsection (f) to Section 37.3 to require that, for the next five years from the termination of a tenancy, the initial base rent for a subsequent tenancy be no greater than the lawful rent in effect at the time the preceding tenancy ended, if any of the following is true: (1) the preceding tenancy was terminated by a notice of termination issued under California Civil Code Section 1946.1 (for a tenancy for an unspecified term) stating the grounds for recovery of possession under Sections 37.9(a)(8),(9), (10), (11), or (14); (2) the preceding tenancy was terminated by a change in terms of the tenancy noticed under California Civil Code Section 827 (for a tenancy with a term that is month to month or shorter); or (3) where the landlord terminated or did not renew a contract or recorded agreement with a governmental agency that provided for a rent limitation to a qualified tenant. Within 10 days of serving a notice of termination based on a change in terms of tenancy under Section 827 of the California Civil Code or based on the termination of a tenant-based assistance program, the landlord must notify the Rent Board in writing of the monthly rent the tenant was paying before the termination, and provide a copy of the notice to the tenant.

The proposed ordinance amends Section 37.9(a)(2) to require that the tenant's violation of a lawful obligation or covenant of tenancy be a substantial violation for the landlord to seek recovery of possession. Furthermore, the amendment requires that before seeking recovery of possession based on a violation of a covenant regarding subletting or the number of occupants in the rental unit, that the landlord serve the tenant a written notice of the violation that gives the tenant an opportunity to cure in not less than 10 days. The tenant may cure the violation by submitting the written request for additional occupants allowed under Section 37.9(a)(2)(A),(B) or (C) or using any other reasonable means to cure.

The proposed ordinance amends Section 37.9(a)(3) by requiring that the violation that is the basis for seeking recovery of possession from the tenant (causing a nuisance, causing substantial damage to the premises, etc.) be severe, continuing or recurring in nature.

The proposed ordinance amends Section 37.9(a)(4) to prevent a landlord from seeking to recover possession of a unit solely because the illegal use of the unit is the occupancy of a unit that is not authorized for residential occupancy by the City. However, this amendment does not prevent a landlord from seeking recovery of possession under Section 37.9(a)(8) or (10) of the Rent Ordinance.

The proposed ordinance amends Section 37.9(c) to require that a landlord plead and prove in any action to recover possession, that at least one of the grounds that is both enumerated in Section 37.9(a)-(b) and stated in the notice to vacate is the dominant motive for seeking recovery of possession. A tenant may rebut the landlord's allegation that any of the grounds stated is the dominant motive.

The proposed ordinance also amends Section 37.9(c) to require the Rent Board to prepare a form in English, Chinese, Spanish, Vietnamese, and Russian that states that a tenant's failure to promptly respond to a notice to vacate could lead to a lawsuit for the tenant's eviction, and that the tenant may receive advise on the notice from the Rent Board. Landlords are required to attached a copy of the form in the tenant's primary language to a notice to vacate, and to attach a form that is in English if the tenant's primary language is not English, Chinese, Spanish, Vietnamese, or Russian.

#### Background Information

This legislative digest reflects the follwing amendments adopted by the Land Use Committee on September 14, 2015: (1) limit the effective period of the Costa Hawkins Vacancy Control requirements added to the Rent Ordinance to five years from the termination of a tenancy; (2) require that a tenant's actions causing a nuisance, substantial damage, or substantial interference with the comfort, safety, or enjoyment of the landlord or tenants, that is the basis for seeking recovery of possession, be severe, continuing or recurring in nature; and (3) clarify that the prohibition against seeking recovery solely because a residential occupancy is not authorized does not prevent a landlord from seeking to recover possession under Section 37.9(a)(8) or (10).

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BOARD of SUPERVISORS



City Hall  
Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

## MEMORANDUM

TO: John Rahaim, Director, Planning Department  
Tom Hui, Director, Department of Building Inspection  
Delene Wolf, Executive Director, Rent Board  
Joanne Hayes-White, Chief, Fire Department  
Olson Lee, Director, Mayor's Office of Housing and Community Development

FROM: Andrea Ausberry, Assistant Clerk, Land Use and Transportation Committee,  
Board of Supervisors

DATE: June 30, 2015

SUBJECT: LEGISLATION INTRODUCED

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The Board of Supervisors' Land Use and Transportation Committee has received the following legislation, introduced by Supervisor Kim on June 16, 2015:

**File No. 150646**

Ordinance amending the Administrative Code to require landlords, after certain vacancies, to set the new base rent as the lawful rent in effect at the time of the vacancy; to require that there be a substantial violation of a lawful obligation or covenant of tenancy as a basis for the recovery of possession; to require a landlord, prior to seeking recovery of possession, to provide tenants an opportunity to cure the unauthorized addition of the tenant's family members to the tenant's unit; to prevent a landlord from seeking recovery of possession solely because the tenant is occupying a unit not authorized for residency; and to require landlords to plead and prove in any action to recover possession that at least one of the grounds of Section 37.9(a)-(b), stated in the notice to vacate is the dominant motive for recovering possession.

If you have any additional comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c:

Scott Sanchez, Zoning Administrator  
Sarah Jones, Acting Environmental Review Officer,  
AnMarie Rodgers, Senior Policy Advisor  
Aaron Starr, Acting Manager of Legislative Affairs  
Joy Navarrete, Environmental Planning  
Jeanie Poling, Environmental Planning  
William Strawn, Department of Building Inspection  
Carolyn Jayin, Department of Building Inspection

Kelly Alves, Fire Secretary

LAND USE  
CMTE  
9/14/2015

# The Rest of My Testimony

Deposition

by Sue Grissom, Tenant on a Fixed Income,  
30 days into a 60 day eviction notice

OS  
Clerk  
addition,  
I want to  
Neighbors  
what  
Sue Ann  
said  
about  
unwarranted

I spoke about my landlord, who bought  
the bldg. in 1970 for \$30,000,  
got a low interest loan from the city  
to bring it up to code, then continued to  
rent out the illegal unit. He was a teacher  
at Sacred Heart.

I moved into the bldg. on June 15, 1979,  
shortly after rent control passed. In the  
37 years since then, I have paid for  
that house at least a dozen times over.  
In the meantime, the other two units have  
turned over many times. The upper unit went  
from \$285 in 1979 to over \$1400 per month  
today; the lower, illegal unit, from \$80 to  
over \$600 per month today. Any one of the units  
could have paid for that ~~unit~~ house  
many times over. The owner died a very  
rich man, not just from our house, but  
from other properties he owned. You'd have to be  
a rotten business man to lose money on property in SF.

NOTE: My  
rent has  
gone from  
\$300/1979  
to  
\$800/TODAY  
1/2 MY FIXED  
INCOME

## WHAT I MEANT TO SAY, BUT DIDN'T GET

A CHANCE after the owner died, the property  
was sold to a realtor, who served all three  
units with 60-day OMI eviction notices.

Legally, she can evict from only two units at once,  
but she is twisting two of the units into  
a pretzel to claim one move-in, so that she  
can evict me from the third unit to move  
in her mother, she claims, who is also a senior.

This is a phony OMI, she wants to flip it.

PLEASE PASS THIS LEGISLATION TO REMOVE  
THE PROFIT MOTIVE BEHIND PHONY OMI EVICTIONS.

150 646

Hi

My name is Kathy, please vote  
No on this legislation. The  
new legislation adds on to the rent  
control, the less likely people will  
want to rent out their in-law

As result, high demand, low  
supplies will result high rent!

Please come up with some  
rental regulations like DB and S,  
more houses available and  
affordable!

Kathy Wu

WE NEED THIS  
IN ORDER TO  
PROTECT OUR  
HOMES. SUPERVISOR

PLEASE KINDLY  
SUPPORT THIS  
LEGISLATION.

SAVE  
OUR  
CITY

150646  
MELISSA BRACERO  
TENANT @ 1049 MARKET ST  
ITEM 3 - IN SUPPORT  
OF TENANT PROTECTION

2.0  
THANK YOU FOR INTRODUCING  
RATIONAL LEGISLATION.  
I AM UNABLE TO STAY  
BUT WANT TO EXPRESS  
MY SUPPORT FOR THIS  
LEGISLATION. AS A TENANT  
AT 1049 MARKET ST,  
I WANT TO SHOW MY  
SOLIDARITY W/ SUPERVISOR  
KIM. THIS DOES NOT  
HURT HOMEOWNERS BUT  
PROTECTS TENANT RIGHTS.



150646

Please vote No on

Supervisor Kim's legislative

to Zhou

15646

Please vote No on

Tan Kim's ordinance

It is not fair to

Small property owner

like us.

Sophia Yang

150646

Hi My name is Bessie and I  
am a 92 yrs old seniors

Please vote No on Supervisor's  
King's legislation. It is not fair  
to small property owner like  
myself. I also need law protection  
as small property owner!

Bessie Proctor

各位 Supervisor 好。

我是一个小业主 我叫 Lisee Chan 我和丈夫  
 30+年前 我和丈夫四个小孩来加拿大 为了买房子 我们做3份工作  
 清洁工. HW. 车行工. 做了12年 赚到3万美金. 10年后丈夫去读  
 是 Carset 专业. 我们现在出租单位收租. 以后每层出租给租客住30年  
 去年有一户租客 租了30年 600+元一个10% 只是6元. 她不肯加租  
 她 C/O 厨房的水太脏. 我们人 check 不了. 告诉她以后有  
 什么修理请立刻告诉我.  
 租客又说我们是在更工修 我们不想加租  
 结果又个租客肯加<sup>九元</sup>租.  
 到今年要加租是5月份. 她说去年是7月才加租  
 作为业主不知道应该怎样做. 以前租客 指不升心.  
 有做小业主才这样弄. 还有这些租客总是找借口

September 16, 2015

via Fax

SF Board of Supervisors  
1 Dr. Carlton Goodlett Place  
San Francisco, CA. 94102i

BOS-11, COB, L71  
RECEIVED File 150646  
BOARD OF SUPERVISORS (page  
SAN FRANCISCO

2015 SEP 16 AM 8:06

ll

RE: Supervisor's Kim Rent Ordinance Amendments Proposal

Dear Supervisors:

I am writing to you to urge you to vote no on the subject proposal. Although the proposal has been amended at the Land Use Committee it is still somewhat problematic. First of all, the proposal is a result of landlords purposefully behaving illegally; the proposal won't stop these landlords and will just make it more difficult for a good landlord to get rid of a tenant who is causing a problem not only for the landlord, but also for other tenants living in the same building. Another problem with the proposal is that it will void certain provisions of existing rental agreements. One of these provisions have to do with the number of occupants; the proposal would allow tenants to bring in non family roommates. This would also make it easier for these tenants to do Airbnb. I had a situation late last year where two brothers brought in a third person without my knowledge; after a few months they informed me that they were immediately moving out because they couldn't stand their new roommate. They left me a mess to deal with as I had to evict this unauthorized roommate for nonpayment of rent. Also, I think putting controls on certain vacancies might conflict with the state's Costa-Hawkins Act, especially where a tenant has been temporarily removed for a short period of time for capital improvement projects and later offered their old apartments back, but the tenant declines..

As you may know, at the Land Use Committee hearing many landlords shared their horror stories ; and in a number of instances after experiencing a bad tenant situation they kept their apartments off the rental market. Proponents have argued that the proposal is reasonable and good landlords have nothing to fear, but this is the same refrain we have heard with previous proposals. If that is the case, why is it so difficult and expensive to evict a tenant for just nonpayment of rent as expounded by many landlords at the Land Use hearings? If the proposal passes I think one of the unintended consequences will be more landlords keeping their units off the market. Please vote no on the proposal. Thank you.

Sincerely,

*Bill Quan*

Bill Quan

2526 Van Ness Ave., #10  
San Francisco, CA. 94109

SFBoardOfSupReSupKim'sRentOrdinanceProposal-Sept2015

September 14, 2015

Good afternoon. Thanks for giving me the opportunity to express my thoughts and opposition to the proposed ordinance.

I am a nursing mom and a hopeless landlord at the same time. I have been diagnosed with depression caused by my current tenant's daily harassments and threats.

My tenant moved in four months ago, but she has already violated the rental contract since the second week, by bringing overnight guests 3-4 nights each week without my consent and making noises to bother my family and neighbors. She failed to pay rent on time and refused to pay a late fee. I've been quite open to discuss her needs and concerns including overnight guests and would like to communicate with her in a fair and professional way. However, her response was "as long as I pay my rent, it's my business. You don't have any control, power or jurisdiction over me. I don't have time for you. Stop emailing me, texting me." She also served me a complaint letter, after I'd sent her a notice of late payment last week, in which she made false accusations towards me. It's been only four months; I don't know what would happen in the future. The only thing I ask her to do is to fulfill the agreed and signed lease, but she fails in doing so.

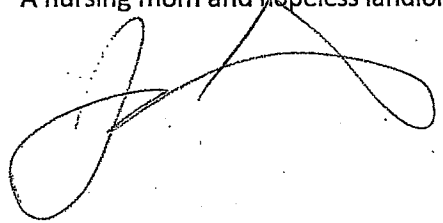
Both my parents and I had lived in in-law units as new immigrants to the US for more than ten years. We've saved enough money to buy our own home in year 2012. Both my parents are disable, unable to work, so we rent out our home's in-law unit to cover partial mortgage payments. With a tenant such as the current one, I don't know how long I can mentally and physically afford to be a landlord. My depression has affected my baby's mood. Each time I see my tenant's name, her calls, emails and texts, I lose my appetite and sleep. I have trouble focusing and remembering things at work. I am feeling sad, hopeless and overwhelmed by this tenant. I just want to get my home and peace of mind back!

Small property owners with in-law units are the victims of some ridiculous and vicious tenants, and your proposed ordinance makes harder for landlords like us to help ease the City's housing crisis. I am strongly opposing to this ordinance.

Sincerely

Jade Liang

A nursing mom and hopeless landlord.



to she  
as me  
harassment  
into emails  
most every  
day. I can  
stay  
my  
tenant.

I have a story to share. The story is about this elderly who has been in living in this city since 1971. As a working immigrant working for himself (just like many of you), He bought his first house in the city and raised his family of 6 there, slowly he realized he doesn't have a pension to count on when he gets old, so he saved his hard earned money for an investment property late in his life. He had to penny pinched to save for the down payment and never took a vacation. Nevertheless, he loved this investment property that was basically a fixer upper 2 br/1 bath house in the working class neighborhood-the excelsior. He loved it because it is in the sunny side of town and he just loved that "old house" with the way it was constructed. It was his pride. He remodeled it so it was ready for rental. He first rented it to his own brother who was new to this country. When his brother moved out, he thought he finally can rent it out to have some extra income-just in time when he needs it near his 80's. This was 3 years ago. He was elated when the ideal family of 3 adults and 1 child wanted to rent his place. Slowly over 1 year, this family was subleasing to other occupants, the old man confronted them about their violation of the lease. The tenants verbally agreed and re-enforced they would not do that again. A year later, these tenants requested that their teenage kids move in from another country to replace the last added adult. The elderly landlord okd it and re wrote a new contract and didn't raise a cent of their rent with the understanding that these are working folks just like himself. 6 months later, the neighbors started to report to the old man that many new faces are living in the house and their kids are running wild in the backyard. The old man's daughter scheduled another meeting about this same topic, and they said they are looking for a place to move. 3 months passed, these tenants have not moved and continued to generate noise and traffic in a 900 square foot home. By this time, 10 people are staying at the house. The landlord decided that they are in violation of the contract so he served them a 30 day notice. This was getting into the Holidays, the elderly landlord decided to give them a break until after Christmas to move. Jan arrived and the court hearing is finally was held. These tenants had the edacity to request from the old man \$35,000 in compensation and 8 months of waived rent to find a place to move.

Let me ask you: If these folks have not found a place to move in the last 4 months, what makes you think they will be able to find a place to move in 8 more months?

Their defense attorney fought hard for their tenants and indicated this family of 10 want to stay together despite the judge's recommendation for them to split up to 2 properties to rent.

Given this demand, The elderly landlord will not have received any rent for 10 months and now be stuck with 10 occupants in a 2 br/1 bath house. The neighbors in the building would continue to bear the noises and assume safety risks from such overcrowding.

These tenants finally moved out on July 12<sup>th</sup> this year after a 10 month battle. He didn't get any income. He is also burdened now with a large legal bill for defending his property. He has been a contributor to this city and county and as a good standing citizen. This elderly didn't deserve this, why should his property be a refuge for folks who can't make compromise to their living arrangements? Our society has charitable components to assist those in financial and socioeconomic needs and they are out there and reachable. The elderly relies on this rental income as his means of living.. As you recall at the beginning, this rental property was his pension. What would you do if this elderly were you?

September 14, 2015

I am again deeply troubled by what Supervisor Jane Kim said in the proposed ordinance:

"If a landlord has been renting a residence illegally a tenant could not be evicted for unauthorized occupancy. Renters could also add long-term roommates without being evicted so long as the numbers don't exceed building code."

For example, my parents have rent a downstairs in-law unit to a Vietnamese immigrant family since year 2001. The rental contract has allowed only three tenants: a single mom, two teenage children—a girl and a boy. But now there are seven people living together without the landlord's consent. Over the years the family of three has grown to be seven: the oldest son immigrated to the US; in three years he's married and his wife immigrated to the US; in five years, he has two children aged five and three...all lived in the in-law unit of two bedrooms one bath and a kitchen as common area. On the contrary, there are only two people—which are my parents upstairs with three bed rooms, one bath, a kitchen, a dinner room and a living room. My parents are hardworking, kind and generous folks who even help babysitting, school pickup and drop off for the tenants' little children. However, my parents prefer not to rent out the unit, because they want more freedom and peace of mind instead of dealing with overloaded tenants jammed up in a fairly small space: molds, fire hazards, smells of exotic, fermented foods, extra cars occupying garage and front curb side. It is the tenants' fault to violate the building code! But they already knew they can't afford any place to live in San Francisco the minute they move out! This is our private property, why would eviction laws protect tenants' rights more than those of the landlords? Whose property is this? Who saved money and purchased it? Who pays property tax and spends money to maintain it? Who has control over its management?

As good citizens and good landlords, my parents have already provided space for new immigrants to live and thus help ease the City's housing crisis. As though as many other small property owners in the City, we never create the housing crisis, so please don't punish us nor target us as your political scapegoats! Such a tenants' rights protection legislation would impose vacancy rent control making it more difficult for landlords to execute proper evictions. In other words, landlords would be reluctant to rent, making even less affordable housing units in the City.

Sincerely,

Angela Chin  
  
C/O her parents



7  
September 14, 2015

Good afternoon, Supervisors,

No on File 150646, or Supervisor Jane Kim's proposed ordinance to amend the Residential Rent Stabilization and Arbitration Ordinance.

I am a single mom. My husband died only three and a half years since he'd immigrated to the United States. My son is a deaf child, or a qualified disable person. I have been working on three jobs, attending night school and saving enough money to buy a home near Supervisor Malia Cohen's District 10.

Two years ago, due to my generosity and sympathy towards my neighbor's sister's divorce situation, I had rented out <sup>the</sup> my place to her sister and her younger son, below market rates. As a return of my kindness, my neighbor's entire family had promised me not to make any fuss or trouble. In less than a year before the rental contract was up, I told them I needed the place back for my son and <sup>to get</sup> his newly married wife <sup>my mother-in-law who is from H.K.</sup> to live. My tenant told me no problem as long as I gave her a 60 day notice. But behind my back, she sued me with the help of Rental Board and tax payer funded public attorney for wrongful eviction: 1. The tenant's older son who came from LA as a visitor can stay at my place as long as he likes, since "I didn't indicate in the rental contract about how long who and what can stay." 2. Tenants are allowed to keep their pets because "pets are emotional animals permitted as a reasonable accommodation to provide emotional support." However, my contract already said no pets were allowed.

I have already been seeing doctors for emotional and mental disturbances due to my tenant's refusal to move. I have been taking medications since then. My son is a disable person in need of moving in for a place to live, and where's justice and rights for me to take control over my

own property? Regardless of my illness, <sup>66 year old</sup> I still have to work on three jobs to pay for my mortgages and other expenses in order to support a family. How come <sup>the</sup> ~~bullying~~ <sup>the</sup> tenants have rights to utilize the Rent Board and free legal service from the government, to squeeze me, a small property owner who has limited resources to fight for back? If I end up losing my house to someone else, filing for bankruptcy, and becoming homeless, how am I supposed to watch after my son and support my family???

I am strongly opposing to this ordinance!

Sincerely,

Stella Seid,

Single mom with disable child and home owner.

September 13, 2015

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

via fax & **URGENT**

BOS-11,  
LNI:00B

SF Board of Supervisors

Land Use and Transportation Committee

1 Dr. Carlton Goodlett Pl.

San Francisco, CA. 94102

SEP 14 AM 9:02

AK

Leg Rep.  
# 150640

RE: Supervisor's Kim Rent Ordinance Amendments Proposal To Be Heard on September 14, 2015

Dear Supervisors Cohen, Wiener, and Kim:

I am writing again to you to urge you to still vote no on the subject proposal. As with the previous version of the proposed amendments it is still unclear how the rent ordinance would be changed. For example, the proposal seems to require that any attempt to evict must be based on both a substantial violation and certain good cause. Does this mean that some of the just causes in the rent ordinance would not be considered substantial? Also, the proposal would impose vacancy controls on certain vacancies; as to what vacancies this is unclear. Doesn't this conflict with Costa-Hawkins?

Secondly, the proposal would allow the invalidation of certain provisions of legal contractual agreements between landlords and tenants. This is because there have been an outrageous violation of some fundamental principle, such as when we use to have those old racial discriminatory Covenants, Conditions, and Restrictions (CCRs) regarding the sale of houses. It appears that the proposal could actually excuse what might be a major violation of a rental agreement.

The eviction process is already tilted in the tenant's favor. I think it would be instructive if you would look into actual eviction cases to see what landlords and tenants do. I believe you'll find that practically all eviction assistance organizations for tenants typically respond to Unlawful Detainers by marking every box in their Answer. That is, these organizations and their client-tenants typically checked off all of the boxes of defenses alleging wrongdoings by the landlord. If this is what's going on then I believe one shouldn't accept whole cloth the stories of these organizations and their client-tenants. That brings me to my personal story. Recently, the Housing Rights Committee (HRC) wrote a letter on behalf of one of our tenants claiming that I was wrong about her having a dog, among other things. I had given her a Three Day Notice To Cure or Quit for allowing her dog to drop litter around the premises. I don't think HRC was aware that our tenant got a doctor's letter last year for her dog; apparently, our tenant had forgotten this. Anyways, I think it behooves us to verify all these types of stories.

In conclusion, I urge you to vote no on the proposal because it is vague and would only make an already tenant favored eviction process even more so - in fact, we should look at making the eviction process more balanced. Also, the stories that are driving the proposal need to be confirmed; we should not forget that unscrupulous landlords will not let laws, no matter how many, stand in their way in attempting illegal evictions-in fact, I believe one recent story of a landlord flagrantly breaking laws in attempts to evict her tenants seems to be a primary reason for the proposal. Finally, I think the proposal would just encourage more property owners to keep apartments off the market.

Sincerely,

*Bill Quan*

Bill Quan

2526 Van Ness Ave., #10

San Francisco, CA. 94109



SIERRA  
CLUB  
FOUNDED 1892

**San Francisco Group of the San Francisco Bay Chapter**

**Reply to:**

Sierra Club, San Francisco Group  
85 Second Street, 2nd floor  
Box SFG  
San Francisco, CA 94105

September 11, 2015

Hon. Malia Cohen  
Chair, Land Use and Transportation Committee  
San Francisco Board of Supervisors  
City Hall  
#1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

*Re. 150646 – Administrative Code - Amendments to Residential Rent Stabilization and Arbitration Ordinance*

Dear Chair Cohen:

The Sierra Club supports legislation proposed by Supervisors Kim, Avalos, Campos, and Mar, Item 3 on the Land Use and Transportation Committee agenda for Monday, Sept. 14. This legislation will stop evictions for minor, easily remedied lease violations, create a process for adding or changing roommates, and impose vacancy control on units in which tenants have been evicted for capital improvements, owner-move-ins, condominium conversions, or lead abatement. It will also require the Rent Board to provide information about the eviction process and legal advice in Chinese, Spanish, Russian, Tagalog, and Vietnamese. Right now, that advice is only provided in English.

The Club supports measures to protect current tenants in their homes and to increase affordable housing in transit rich, walkable communities well served by local businesses, such as San Francisco. A 2014 study by TransForm showed that low-income households displaced to the suburbs more than double their vehicle miles traveled, and that the replacement of these households by high-income households in dense, transit-rich city neighborhoods results in a net increase in emissions – as well as habitat loss to suburban sprawl.

This new legislation is in line with other legislation that the Sierra Club has supported. Recently, the Club supported legislation to impose a ten-year moratorium on the

TIC/condominium conversion lottery and to restrict those conversions once they are resumed. The Club also supported legislation to add transparency to the tenant buy-out process. Additionally, the Club has taken a position against the demolition of rent-stabilized housing, the City's largest source of affordable housing. Local government has documented that construction of new affordable units has not kept up with the loss of rent-stabilized housing units.

Yet, because the housing market is so lucrative, the threat of eviction still looms for tenants. We urge you to recommend that the full Board of Supervisors support this legislation.

Sincerely,  
Susan Elizabeth Vaughan  
Chair  
San Francisco Group  
Sierra Club

CC:

Jane Kim [Jane.Kim@sfgov.org](mailto:Jane.Kim@sfgov.org)

Scott Wiener [scott.wiener@sfgov.org](mailto:scott.wiener@sfgov.org)

Andrea Ausberry [andrea.ausberry@sfgov.org](mailto:andrea.ausberry@sfgov.org)

*Although SFBARF has no official position on rent control, the undersigned active core members felt it was important to endorse the following statement in support of Just Cause 2.0.*

'Just Cause 2.0' makes several changes to San Francisco's rent stabilization law intended to reduce displacement; specifically, to stop unfair evictions resulting from sharp practices. It also requires that rent for a unit not increase after certain types of evictions.

The long-term-solution to San Francisco's housing shortage is to build more housing. Market rate housing should be available to as many income brackets as possible, and the only way to get there is to start building massive numbers of new units at all price levels ASAP. However, any effective policy must also address displacement.

Just Cause 2.0 will protect current residents by extending protections to tenants against unfair evictions. Just Cause 2.0 does not interfere with the creation of new housing. We feel it represents a first step toward a more holistic anti-displacement strategy, which combines building enough housing to stabilize prices at affordable levels, with more comprehensive and effective tenant protections. Our city can no longer afford to pit generations of residents against each other. The best answer to displacement is an abundant and fairly regulated supply of all kinds of housing.

Signed:

1. Sonja Trauss
2. Randall Leeds
3. Mike Ege
4. Brian Hanlon
5. Miles Skorpen
6. Eli Pollak
7. Rafael Solari
8. Jon Schwark

**Ausberry, Andrea**

---

**From:** Sue Vaughan <susan.e.vaughan@sonic.net>  
**Sent:** Thursday, September 10, 2015 10:05 AM  
**To:** Kim, Jane (BOS); Wiener, Scott; Cohen, Malia (BOS); Calvillo, Angela (BOS); Ausberry, Andrea  
**Subject:** Low-Fault Eviction and Vacancy control legislation

Dear Supervisors:

The Sierra Club supports legislation recently introduced to protect tenants from "low-fault" evictions and to require landlords to implement vacancy control on units in which they have evicted tenants for certain reasons, including: to make capital improvements, owner move-ins, condo conversions, and lead abatement.

A more extensive letter will be submitted later.

Thank you.

--

Sue Vaughan  
SF Group Chair  
Sierra Club  
(415) 668-3119  
(415) 601-9297

July 27, 2015

SF Board of Supervisors  
Land Use and Transportation Committee  
1 Dr. Carlton Goodlett Pl.  
San Francisco, CA. 94102

File 150640, Bos-11(3)  
COB 128.04 Cohen, Wiener  
via fax & URGENT

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
JUL 27 AM 8:01  
AK  
KIR  
LW  
clerk  
CP:8

RE: Supervisor's Kim Rent Ordinance Amendments Proposal To Be Heard on July 27, 2015

Dear Supervisors Cohen, Wiener, and Kim:

I am writing to you to urge you to vote no on the subject proposal. First, it is unclear how the rent ordinance would be changed as we haven't seen the proposed language. Secondly, we don't believe that the stories for the proposed changes have been fully told.

One of the stories in the press is that a tenant had been threatened with eviction for leaving a stroller in the foyer. Well, I can see this might be a problem for tenants trying to get out of the building case of an emergency; of course, if anything should happen it will be the property owner who will be sued, not the tenant who left the stroller out.

The proposal also wants to keep the rent the same for apartments as a result of an eviction for a capital improvement project. The reason is that most tenants don't return. Now the rent regulations are such that the tenant is supposed to vacate no more than three months and they are to be given relocation expenses. This seems reasonable, especially the length of time from my experience as a property owner. In fact, over the years I have made it a point to read the Rent Board meeting minutes and I have never read about any problem with this section of the rent ordinance. That is, no one has ever complained that three months for a capital improvement project was too long.

Finally, the proposal would allow for additional roommates who are not family. I think this will just encourage more Airbnb type activity.

For the above reasons, I urge you to vote no.

Sincerely,  
*Bill Quan*

Bill Quan  
2526 Van Ness Ave., #10  
San Francisco, CA. 94109

LandUseCommittee-July27-2015HearingOnRentProposal



## Ausberry, Andrea

---

**om:** Board of Supervisors, (BOS)  
**ent:** Monday, July 27, 2015 10:24 AM  
**To:** BOS-Supervisors; Ausberry, Andrea; Calvillo, Angela (BOS); Caldeira, Rick (BOS)  
**Subject:** File 150646 File FW: EVICTION PROTECTION 2.0 STATEMENT

**From:** Vivian Araullo [mailto:vivian@westbaycentersf.org]  
**Sent:** Sunday, July 26, 2015 7:00 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Cohen, Malia (BOS) <malia.cohen@sfgov.org>; Wiener, Scott <scott.wiener@sfgov.org>; Kim, Jane (BOS) <jane.kim@sfgov.org>  
**Cc:** Lee, Mayor (MYR) <mayoredwinlee@sfgov.org>; Lang, Davi (BOS) <davi.lang@sfgov.org>  
**Subject:** EVICTION PROTECTION 2.0 STATEMENT

### FOR THE LAND USE COMMITTEE

Dear Land Use Committee Members,

Very recently, some 20 Filipino Americans who reside on Natoma street in the South of Market (District 3) narrowly avoided being victims of eviction by their new landlord. The landlord was evicting them for reasons that could be easily remedied, such as poor housekeeping.

The tenants, some of whom are the parents and grandparents of the Filipino American youth we serve, had gone to West Bay Pilipino to seek advice. All of them are bilingual (English/Tagalog), non-native English speakers, whose facility in English is much less than in Tagalog.

They showed us many documents, all in English, to seek our help understanding what was happening. It did not even dawn on them that they were being evicted.

I cannot overstate the stress and agitation these low-income families went through as they were sued by the new landlord.

Had it not been for our and other community organizations' collaborative advocacy, these youth, families and seniors would now be hard-pressed to find suitable homes they can afford to rent, close to the schools their children go to, the work that sustains them and the community that supports them in this country they now call their home.

They would have been part of the growing number of low-income families that have been priced out of San Francisco—a trend that shows no signs of stopping for five consecutive years now in this city that has prided itself on valuing diversity.

The Family and Youth Zone of District 3, where my agency serves, remains to be the home of vulnerable populations including low-income Filipino immigrant families, as well as the home of rapid developments that appears to be targeted for wealthier residents. Progress should not come at the expense of the poor.

---

This is why we support the proposed legislation authored by our district supervisor Jane Kim. The legislation addresses issues that make our population more vulnerable to evictions, such as:

- Multi-lingual notices
- Giving tenants the opportunity to avoid being sued by giving them a chance to remedy minor lease infractions
- Taking away landlords' profit motives for evicting long-term, underserved tenants.

The housing and affordability crisis in San Francisco is primarily felt by populations such as ours.

This legislation, if passed, will address one aspect of the multi-pronged housing and affordability crisis. It will help prevent this crisis from escalating even more and victimizing the city's most vulnerable residents.

It will, hopefully, be a precedent for other Bay Area and American cities, that are also experiencing a similar crisis.

West Bay Pilipino urges you to pass this proposed legislation without further delay.

Thank you.

Sincerely,

Vivian Zalvidea Araullo  
Executive Director  
West Bay Pilipino Multi-Service Center  
75 Seventh Street  
San Francisco, CA 94103  
Office Phone (415) 431-6266  
Cell Phone (650) 219-9293

<http://westbaycenter.org/>

*"How comfortable we are and yet there is so much suffering in the world."*

~ Dalai Lama



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## Ausberry, Andrea

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**From:** Board of Supervisors, (BOS)  
**Sent:** Monday, July 27, 2015 10:25 AM  
**To:** BOS-Supervisors; Ausberry, Andrea; Calvillo, Angela (BOS); Caldeira, Rick (BOS)  
**Subject:** File 150646 FW: Kim's Disasterous Pro-tenant Ordinance  
**Importance:** High

---

**From:** Ted Loewenberg [mailto:[tedlsf@sbcglobal.net](mailto:tedlsf@sbcglobal.net)]  
**Sent:** Sunday, July 26, 2015 3:29 AM  
**To:** Board of Supervisors, (BOS) <[board.of.supervisors@sfgov.org](mailto:board.of.supervisors@sfgov.org)>  
**Cc:** Lee, Mayor (MYR) <[mayoredwinlee@sfgov.org](mailto:mayoredwinlee@sfgov.org)>  
**Subject:** Kim's Disasterous Pro-tenant Ordinance  
**Importance:** High

Dear Supervisors,

Monday's Land Use Committee will hear public testimony on legislation brought by Sup. Kim. I cannot attend. Here are my comments, for the record:

This is terrible legislation! It intervenes in a legal agreement between two parties, neither of which agreed to such terms. This thrid party intervention is completely one sided, striping city landlords of already established legal remedies to cure problems in a tenancy, to which the tenants have also agreed.

Furthermore, this legislation will do nothing to ease the "housing crisis" of San Francisco. The problem is simply one of lack of supply to meet demand. Why? Because the temporary Rent Ordinance of 1979 has not only been made permanent, but expanded already by more than 130 changes. The result is that no reasonable person is willing to risk building multi-unit rental housing, since the message is clearly spray-painted on City walls: your property could also be devalued, and your investment ruined by 8 San Franciscans (7 Supes and the Mayor). That's why the City has underproduced rental housing, since 1992 especially, and now can't build enough affordable housing to catch up. The "housing crisis" is a problem of our own creation. The answer is to repeal the Rent Ordinance, not to expand it still one more time, in the blind hope that *this* time, it will make a difference.

Besides, this proposal will also be costly to the City. Should it pass, and the Mayor sign it, it will be challenged in court and be reversed. A waste of a couple of hundred thousand dollars in legal expenses.

Reject this ugly measure. It does not deserve your support.

Peace,  
Ted Loewenberg  
San Francisco

"It's got to come from the heart, if you want it to work"  
[Tedlsf@sbcglobal.net](mailto:Tedlsf@sbcglobal.net)

## Ausberry, Andrea

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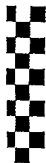
**om:** Board of Supervisors, (BOS)  
**sent:** Thursday, July 23, 2015 8:32 AM  
**To:** BOS-Supervisors; Ausberry, Andrea; Caldeira, Rick (BOS)  
**Subject:** FW: File 150646

-----Original Message-----

From: Jeff Stillwell [mailto:jpstillwellcpa@hushmail.com]  
Sent: Wednesday, July 22, 2015 7:29 PM  
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
Subject: File 150646

I am a SF apartment owner and opposed to the above proposal. It sounds like vacancy control, which is a much different thing than rent control. If the owner cannot set the rent based upon market conditions when there is a vacancy, then the housing economy is essentially controlled by the government. When the government tries to run the economy, things almost always turn out bad. Regarding subletting, I feel that we have been through this over the past 10 years and we currently have a pretty good compromise which protects tenants from excessive rent increases, and also protects owners from perpetual tenancies. Please vote NO.

Jeff Stillwell



July 23, 2015

Members of the Board of Supervisors  
City and County of San Francisco  
1 Dr. Carlton Goodlett Place  
Room 244  
San Francisco, CA. 94102

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

JUL 23 AM 9:03

AK

File: 150040  
BOS-11, COB, L-12

Ltr Clerk

Cpage

RE: Supervisor Kim's SF Rent Ordinance Proposal

Dear Supervisors:

I am writing to you to urge you to vote no on the subject proposal. As a housing provider it would make it more difficult and even more expensive -it is quite expensive now- to remove bad tenants and protect other tenants. Also, the proposal is an end-around and an attack on the state law, Costa-Hawkins, which allows the landlord to rent a vacant unit at market rents; but the subject proposal would undermine the owner's ability to maintain their buildings.

Sincerely,

*Bill Quan*

Bill Quan

2526 Van Ness Ave., #10

San Francisco, CA. 94109

BdOfSupervisors-July2015LtrOpposingSupKim'sRentOrdinanceProposal

**Ausberry, Andrea**

---

**From:** Board of Supervisors, (BOS)  
**Sent:** Thursday, July 16, 2015 4:13 PM  
**To:** BOS-Supervisors; Ausberry, Andrea  
**Subject:** File 150646 FW: oppose rent-control proposal

**From:** Judith Robinson [mailto:judyrobo@pacbell.net]  
**Sent:** Thursday, July 16, 2015 1:27 PM  
**To:** Board of Supervisors, (BOS)  
**Subject:** Fwd: oppose rent-control proposal

---

To Clerk of the Board of Supervisors, for dispersal to all Board members.  
J. Robinson

----- Forwarded Message -----

**Subject:** oppose rent-control proposal  
**Date:** Thu, 16 Jul 2015 13:25:57 -0700  
**From:** Judith Robinson <judyrobo@pacbell.net>  
**To:** Julie.Christensen@sfgov.org

*Judith Robinson*

*562 B Lombard Street*

*San Francisco, California 94133-7057*

*415 788 9112*

*e-mail: [judyrobo@pacbell.net](mailto:judyrobo@pacbell.net)*

16 July, 2015

Supervisor Julie Christensen

via e-mail: [Julie.Christensen@sfgov.org](mailto:Julie.Christensen@sfgov.org)

S. F. Board of Supervisors

RE: Oppose Kim amendment

City Hall

San Francisco, CA. 94102

Dear Supervisor:

I strongly urge a no vote on Supervisor Jane Kim's proposed amendment to the Residential Rent Stabilization and Arbitration Ordinance (file 150646).

It would penalize property owners beyond limitations now imposed on landlords respecting protection of their property and financial interests.

It particularly would work hardships on small property owners like myself who have one rental unit, are on fixed income and rely on rent for income. It would make it even more difficult to oust problem renters and limit the ability to base rent on market rates as stipulated by existing law and regulations.

Please reject this punitive and unfair proposal entirely.

Thank you for considering my views.

Judith Robinson

cc: Clerk, [Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)

Supervisor Jane Kim



## **Caldeira, Rick (BOS)**

---

**From:** Pollock, Jeremy (BOS)  
**Sent:** Tuesday, June 16, 2015 3:50 PM  
**To:** Lee, Ivy (BOS); BOS Legislation, (BOS)  
**Cc:** Caldeira, Rick (BOS); Veneracion, April (BOS); Davi Lang; Kim, Jane (BOS)  
**Subject:** RE: KIM - Ordinance - Tenant Protection legislation

Yes, please add Supervisor Avalos as a cosponsor.

---

Jeremy Pollock  
Legislative Aide  
San Francisco Supervisor John Avalos  
(415) 554-7910 direct  
(415) 554-6975 office

**From:** Lee, Ivy (BOS)  
**Sent:** Tuesday, June 16, 2015 3:48 PM  
**To:** BOS Legislation, (BOS)  
**Cc:** Caldeira, Rick (BOS); Veneracion, April (BOS); Davi Lang; Kim, Jane (BOS)  
**Subject:** KIM - Ordinance - Tenant Protection legislation

Please find attached the above-referenced legislation and the legislative digest. Hard copies and the signed introduction form were provided to your office earlier today.

Please note that Supervisor Avalos should be listed as a co-sponsor but was not named on the accompanying Introduction Form. I will ask his office to confirm co-sponsorship.

Thank you,  
Ivy

Ivy Lee  
Legislative Aide, Supervisor Jane Kim/District 6  
415.554.7973 (direct)  
[ivy.lee@sfgov.org](mailto:ivy.lee@sfgov.org)

[Sign up for the District 6 newsletter](#)

ORIG: LM clerk  
BOS-11. COB, Leg. Dep.  
Admin, Dep. C. A. Mayors

President, District 5  
BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-7630  
Fax No. 554-7634  
TDD/TTY No. 544-5227

London Breed

**PRESIDENTIAL ACTION**

Date: 6/24/15

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,  
Pursuant to Board Rules, I am hereby:

☒ Waiving 30-Day Rule (Board Rule No. 3.23)

File No. 150646 Kim  
(Primary Sponsor)

Title. Amendments to Residential Rent Stabilization

☐ Transferring (Board Rule No. 3.3)

File No. \_\_\_\_\_  
(Primary Sponsor)

Title. \_\_\_\_\_

From: \_\_\_\_\_ Committee

To: \_\_\_\_\_ Committee

☐ Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor \_\_\_\_\_

Replacing Supervisor \_\_\_\_\_

For: \_\_\_\_\_ Meeting  
(Date) (Committee)

London Breed, President  
Board of Supervisors

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2015 JUL 21

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- ☐ 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- ☐ 2. Request for next printed agenda Without Reference to Committee.
- ☐ 3. Request for hearing on a subject matter at Committee.
- ☐ 4. Request for letter beginning "Supervisor [ ] inquires"
- ☐ 5. City Attorney request.
- ☐ 6. Call File No. [ ] from Committee.
- ☐ 7. Budget Analyst request (attach written motion).
- ☒ 8. Substitute Legislation File No. 150646
- ☐ 9. Reactivate File No. [ ]
- ☐ 10. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- ☐ Small Business Commission
- ☐ Youth Commission
- ☐ Ethics Commission
- ☐ Planning Commission
- ☐ Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.**

**Sponsor(s):**

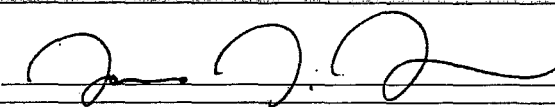
Kim; Campos, Mar, Avalos

**Subject:**

Amendments to Residential Rent Stabilization and Arbitration Ordinance

**The text is listed below or attached:**

Please see attached.

Signature of Sponsoring Supervisor: 

**For Clerk's Use Only:**

