		PACKET CONTE	UPERVISORS		
Comn	nittee: Land Use and Tra	ansportation	Date <u>March 2</u>		
Board	of Supervisors Meeting	3	Date <u>April</u>	12,2016	
Cmte	Board				
	 Youth Commissi Introduction Form Department/Agent 	slative Analyst Re on Report m ncy Cover Letter a Understanding (M n Form lget ent s Commission	and/or Report		
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Completed by: _	Andrea Ausberry		Date March 2	1,2016
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FILE NO. 160100

ORDINANCE NO.

Ordinance amending the Administrative Code to prevent certain no-fault evictions (owner move-in, condominium conversion, removal of rental unit, capital improvement, and substantial rehabilitation) during the school year if a child under 18 or a person who works at a school in San Francisco resides in the rental unit, is a tenant or has a custodial or family relationship with a tenant, and the tenant has resided in the unit for 12 months or more, provided, however, that this ordinance would not restrict the timing of evictions performed in connection with mandatory seismic retrofits pursuant to Building Code, Chapter 34B, and Administrative Code, Chapter 65A; and to remove existing exceptions for owners that apply to owner move-in evictions during the school year.

[Administrative Code, - No-Fault Eviction Protections During School Year]

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

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

Section 1. Findings.

(a) The frequency of no-fault evictions in San Francisco, combined with the steep rise in market rents, has displaced many lower and middle income households from their homes.Many of these households have experienced considerable dislocation as a result, and have found upon eviction that they can no longer afford to remain in the City.

(b) No-fault evictions occur year-round, but those occurring during the school year are of particular concern due to the adverse effect on children. Studies overwhelmingly demonstrate that moving homes in the middle of the school year can be harmful for children. For example, a 2009 Legislative Analyst Report previously submitted to the Board of Supervisors indicates that residential instability likely has a negative effect on a child's academic performance, social relationships, and mental health (File No. 090835). Likewise, a 2015 study from New York University, titled "Moving Matters: The Causal Effect of Moving Schools on Student Performance," found that mid-year moves are more likely to disrupt children's peer networks and interfere with the learning process.

(c) The impact of no-fault evictions during the school year on school staff, both teachers and others, also raises serious concern. School staff tend to be especially vulnerable to displacement due to salary limitations that can make it difficult to quickly or easily locate replacement housing, and the eviction of school staff during the school year can cause significant harm. Children need strong mentoring relationships to succeed and often turn to school staff, particularly when they cannot find stability in their homes or in their communities. There is a broad consensus that academic performance suffers when teachers leave or are repeatedly absent during the school year. And the loss of school staff other than teachers is also harmful, not only because non-teaching staff support teachers in the classroom, but also because the loss of non-teaching staff results in teachers having to devote more time and energy to non-teaching duties. Thus, mid-year evictions of school staff disrupt relationships that are important to children, interfere with the learning process, and burden our schools.

(d) For the foregoing reasons, the Board of Supervisors finds that there is a strong public interest in reducing the number of evictions during the school year of families with

children, and of teachers and other school staff. Accordingly, this ordinance will serve the public interest by regulating the timing of certain no-fault evictions.

Section 2. The Administrative Code is hereby amended by revising Section 37.9 to read as follows:

SEC. 37.9. EVICTIONS.

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

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

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

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

(ii) For the use or occupancy of the landlord's grandparents, grandchildren, parents, children, brother or sister, or the landlord's spouse, or the spouses of such relations, as their principal place of residency for a period of at least 36 months, in the same building in which the landlord resides as his or her principal place of residency, or in a building in which the landlord is simultaneously seeking possession of a rental unit under Section 37.9(a)(8)(i). For purposes of this Section 37.9(a)(8)(ii), the term spouse shall include domestic partners as defined in San Francisco Administrative Code Sections 62.1 through 62.8.

* * * *

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

(10) The landlord seeks to recover possession in good faith in order to demolish or to otherwise permanently remove the rental unit from housing use and has obtained all the necessary permits on or before the date upon which notice to vacate is given, and does so without ulterior reasons and with honest intent; provided that a landlord who seeks to recover possession under this Section 37.9(a)(10) shall pay relocation expenses as provided in Section 37.9C except that a landlord who seeks to demolish an unreinforced masonry building pursuant to Building Code Chapters 16B and 16C must provide the tenant with the relocation assistance specified in Section 37.9A(f) below prior to the tenant's vacating the premises; or

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

Supervisors Campos; Kim, Avalos, Mar, Cohen, Breed BOARD OF SUPERVISORS 183

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required to vacate pursuant to this Section 37.9(a)(11), for a period in excess of three months; provided, however, that such time period may be extended by the Board or its Administrative Law Judges upon application by the landlord. The Board shall adopt rules and regulations to implement the application procedure. Any landlord who seeks to recover possession under this Section 37.9(a)(11) shall pay relocation expenses as provided in Section 37.9C or

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

* * * *

(j) The following additional provision shall apply to a landlord who seeks to recover a rental unit by utilizing the grounds enumerated in Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11), or (a)(12).

(1) It shall be a defense to an eviction under Section<u>s</u> 37.9(a)(8), (a)(9), (a)(10), (a)(11), or (a)(12) if any tenant in the rental unit has a custodial or family relationship with a child under the age of 18 or any educator resides who is residing in the unit, the child or educator is a tenant in the unit or has a custodial or family relationship with a tenant in the unit, the tenant with the custodial or family relationship has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year. The term "school year" as used in this Section 37.9(j) means the first day of instruction for the Fall Semester through the last

day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.

(2) The foregoing provision Section 37.9(j)(1) shall not apply where <u>the landlord</u> is seeking to temporarily evict or temporarily sever housing services in order to perform seismic work required by Building Code Chapter 34B and has provided notice and compensation as required by <u>Administrative Code Chapter 65A</u>. there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to a Section 37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner.

(3) Within 30 days of personal service by the landlord of a written request, or, at the landlord's option, a notice of termination of tenancy under Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11), or (a)(12), the tenant must submit a statement with supporting evidence to the landlord, if the tenant claims to be a member of the class protected from eviction by Section 37.9(i). The landlord's written request or notice shall contain a warning that a tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). The landlord shall file a copy of the landlord's request or notice with the Rent Board within 10 days of service on the tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). A landlord may challenge a tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the landlord's option, through commencement of eviction proceedings, including service of a notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant shall have the burden of proof to show protected status. No civil or criminal liability under Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's claim of protected status.

(4) For purposes of this Section 37.9(j), the *following* terms have the following meanings:

"*e*<u>C</u>ustodial relationship" means, *with respect to a child and a tenant*, that the *tenant person* is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or *that the person* has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less.

"Educator" means any person who works at a school in San Francisco as an employee or independent contractor of the school or of the governing body that has jurisdiction over the school, including, without limitation, all teachers, classroom aides, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants.

The term "fF amily relationship" means that the person is the parent, grandparent, brother, sister, aunt, or uncle of the child <u>or educator</u>, or the spouse or domestic partner of such relations.

<u>"School" means any state-licensed child care center, state-licensed family day care, and/or any</u> public, private, or parochial institution that provides educational instruction for students in any or all of the grades from kindergarten through twelfth grade.

"School year" means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year.

* * * *

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

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

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

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

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MANU PRADHAN Deputy City Attorney n:\legana\as2015\1600142\01078893.docx

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LEGISLATIVE DIGEST

[Administrative Code - No-Fault Eviction Protections During School Year]

Ordinance amending the Administrative Code to prevent certain no-fault evictions (owner move-in, condominium conversion, removal of rental unit, capital improvement, and substantial rehabilitation) during the school year if a child under 18 or a person who works at a school in San Francisco resides in the rental unit, is a tenant or has a custodial or family relationship with a tenant, and the tenant has resided in the unit for 12 months or more, provided, however, that this ordinance would not restrict the timing of evictions performed in connection with mandatory seismic retrofits pursuant to Building Code, Chapter 34B, and Administrative Code, Chapter 65A; and to remove existing exceptions for owners that apply to owner move-in evictions during the school year.

Existing Law

Section 37.9(j) of the Residential Rent Stabilization and Arbitration Ordinance provides that a landlord may not perform an owner move-in (OMI) eviction during the school year if the eviction would displace a tenant of more than 12 months who has a custodial or family relationship with a child who lives in the unit, unless the owner has only one rental unit in the building or would be moving into the evicted tenant's unit with a child with whom the owner has a custodial or family relationship.

Amendments to Current Law

The proposed ordinance would broaden Section 37.9(j) so that it would apply not only to families with children, but also to educators and families with educators, with the term "educator" defined to mean a person who works at a school in San Francisco as an employee or independent contractor of the school or its governing body. In addition, whereas existing Section 37.9(j) only restricts the timing of OMI evictions, the proposed ordinance would apply to OMIs as well as four other types of no-fault evictions: condominium conversions, removal of individual rental units from housing use, capital improvements, and substantial rehabilitations, unless the eviction is in connection with a mandatory seismic retrofit. Finally, the proposed ordinance would delete the existing exception that permits an OMI eviction of a family with children during the school year if the owner has only one rental unit in the building or would be moving with his or her own children into the evicted tenant's unit.

Background Information

The ordinance is intended to limit the number of no-fault evictions affecting children or educators during the school year, on the theory that evicting a child or educator in the middle of the school year can adversely impact children and the learning process.

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Supervisors Campos; Kim, Avalos, Mar, Cohen BOARD OF SUPERVISORS

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1516-RBM-23

Youth Commission City Hall ~ Room 345 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4532



(415) 554-6446 (415) 554-6140 FAX www.sfgov.org/youth commission

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YOUTH COMMISSION

MEMORANDUM

TO:Alisa Somera, Committee Clerk, Land Use & Transportation CommitteeFROM:Youth CommissionDATE:Wednesday, March 9, 2016RE:Referral response to BOS Files No. 160100

At our **Monday, March 7, 2016 meeting**, the Youth Commission voted to unanimously support the following motion:

To support BOS File No. 160100–Ordinance amending the Administrative Code to prevent certain no-fault evictions (owner move-in, condominium conversion, removal of rental unit, capital improvement, and substantial rehabilitation) during the school year if a child under 18 or a person who works at a school in San Francisco resides in the rental unit, is a tenant or has a custodial or family relationship with a tenant, and the tenant has resided in the unit for 12 months or more, provided, however, that this ordinance would not restrict the timing of evictions performed in connection with mandatory seismic retrofits pursuant to Building Code, Chapter 34B, and Administrative Code, Chapter 65A; and to remove existing exceptions for owners that apply to owner move-in evictions during the school year.

During discussion on this item, youth commissioners also approved the following comments and recommendations regarding this legislation:

The Youth Commission recommends that future legislation aimed at combatting the effects of evictions on students' academic performance consider opportunities for delaying eviction until graduation from high school, consider the needs of transitional age youth enrolled in college, and offer special considerations for students who also have disabilities.

Youth Commissioners thank the Board of Supervisors for their attention to issue. If you have any questions, please contact our office at (415) 554-6446, or your Youth Commissioner.

in the

Chair, Luis Avalos-Nunez Adopted on March 7, 2016 2015-2016 San Francisco Youth Commission **BOARD of SUPERVISORS**



City Hall 1 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:

Robert Collins, Acting Executive Director, Rent Board Richard Carranza, Superintendent, SF Unified School District Tom Hui, Director, Department of Building Inspection Emily Murase, Executive Director, Dept. on the Status of Women Patrick Otellini, Director of Earthquake Safety

FROM:

Alisa Somera, Assistant Clerk, Board of Supervisors

DATE: February 9, 2016

SUBJECT: INTRODUCED LEGISLATION

On February 2, 2016, the Board of Supervisors received the following legislation introduced by Supervisor Campos:

File No. 160100

Ordinance amending the Administrative Code to prevent certain no-fault evictions (owner move-in, condominium conversion, removal of rental unit, capital improvement, and substantial rehabilitation) during the school year if a child under 18 or a person who works at a school in San Francisco resides in the rental unit, is a tenant or has a custodial or family relationship with a tenant, and the tenant has resided in the unit for 12 months or more, provided, however, that this ordinance would not restrict the timing of evictions performed in connection with mandatory seismic retrofits pursuant to Building Code, Chapter 34B, and Administrative Code, Chapter 65A; and to remove existing exceptions for owners that apply to owner move-in evictions during the school year.

This matter is being referred to you since it may affect your department.

If you have any comments or reports to be considered with the proposed legislation, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email: <u>alisa.somera@sfgov.org</u>.

c: Chris Armentrout, SF Unified School District Jamila Brooks, SF Unified School District Esther Casco, SF Unified School District William Strawn, Department of Building Inspection Carolyn Jayin, Department of Building Inspection Minouche Kandel, Dept. on the Status of Women Elizabeth Newman, Dept. on the Status of Women Jeno Wilkinson, Earthquake Safety Implementation Program **BOARD of SUPERVISORS**



City Hall 1 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

Youth Commission

FROM:

TO:

Alisa Somera, Assistant Clerk Land Use and Transportation Committee

DATE: February 9, 2016

SUBJECT: REFERRAL FROM BOARD OF SUPERVISORS

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

File No. 160100

Ordinance amending the Administrative Code to prevent certain no-fault evictions (owner move-in, condominium conversion, removal of rental unit, capital improvement, and substantial rehabilitation) during the school year if a child under 18 or a person who works at a school in San Francisco resides in the rental unit, is a tenant or has a custodial or family relationship with a tenant, and the tenant has resided in the unit for 12 months or more, provided, however, that this ordinance would not restrict the timing of evictions performed in connection with mandatory seismic retrofits pursuant to Building Code, Chapter 34B, and Administrative Code, Chapter 65A; and to remove existing exceptions for owners that apply to owner move-in evictions during the school year.

Please return this cover sheet with the Commission's response to Alisa Somera, Clerk, Land Use and Transportation Committee.

RESPONSE FROM YOUTH COMMISSION

Date:

No Comment

Recommendation Attached

Chairperson, Youth Commission

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	sident, District 5 of SUPERVISORS
	London Breed
	PRESIDENTIAL ACTION
Date:	
To:	Angela Calvillo, Clerk of the Board of Supervisors
Madam C Pursuant	lerk, to Board Rules, I am hereby:
·□	Waiving 30-Day Rule (Board Rule No. 3.23) File No
X	Transferring (Board Rule No. 3.3) File No. 160100 Campos (Primary Sponsor) Title. No Fault Eviction From: PSNS Committee To: Land Use Committee
	Assigning Temporary Committee Appointment (Board Rule No. 3.1) Supervisor Replacing Supervisor For:Meeting (Date) (Committee)
0. Junil	avted in error. JUR

Print Form

Introduction Form

By a Member of the Board	<u>l of Supervisors or the Mayor</u>	

I hereby submit the following item for introduction (select only one):	Time stamp or meeting date
☑ 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.	
9. Request for Closed Session (attach written motion).	
10. Board to Sit as A Committee of the Whole.	
11. Question(s) submitted for Mayoral Appearance before the BOS on	
Please check the appropriate boxes. The proposed legislation should be forwarded to the follo	-
🔲 Planning Commission 🔲 Building Inspection Commis	sion
Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperati	ve
Sponsor(s):	
Campos, Kim, Avalos, Mar	
Subject:	
Administrative Code- No Fault Eviction Protections During School Year	
The text is listed below or attached:	ng ga gana an
Please see attached ordinance.	
I kindly request that this be sent to the Neighborhood Services and Safety Committee.	
Signature of Sponsoring Supervisor:	

For Clerk's Use Only: