

1 [Administrative Code - Owner Move-In Reporting Requirements]

2

3 **Ordinance amending the Administrative Code to require a landlord seeking to recover**  
4 **possession of a rental unit based on an owner move-in (“OMI”) or relative move-in**  
5 **(“RMI”) to provide a declaration under penalty of perjury stating that the landlord**  
6 **intends to occupy the unit for use as the principal place of residence of the landlord or**  
7 **the landlord’s relative for a period of at least 36 continuous months; and to require a**  
8 **landlord following an OMI or RMI to provide annual documentation for 36 months**  
9 **showing whether the landlord or the landlord’s relative is occupying the unit as his or**  
10 **her principal place of residence.**

11

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

16

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

18

19 Section 1. The Administrative Code is hereby amended by revising Section 37.9 to  
20 read as follows:

21 **SEC. 37.9. EVICTIONS**

22 Notwithstanding Section 37.3, this Section 37.9 shall apply as of August 24, 1980, to all  
23 landlords and tenants of rental units as defined in Section 37.2(r).

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

25 \* \* \* \*

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

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

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

12 \* \* \* \*

13 (v) The notice to vacate shall include a declaration executed by the landlord under  
14 penalty of perjury stating that the landlord seeks to recover possession of the unit in good faith, without  
15 ulterior reasons and with honest intent, for use or occupancy as the principal residence of the landlord  
16 or the landlord's relative (identified by name and relation to the landlord), for a period of at least 36  
17 continuous months, as set forth in subsections 37.9(a)(8)(i) and (ii). The landlord shall file the notice  
18 with the Rent Board pursuant to Section 37.9(c). Evidence that the landlord did not file the notice with  
19 the Rent Board, or evidence that ~~It shall be rebuttably presumed that the landlord has not acted in good~~  
20 ~~faith if~~ the landlord or relative for whom the tenant was evicted ~~did does~~ not move into the  
21 rental unit within three months ~~of the service of the notice~~ and occupy said unit as that person's  
22 principal residence for a minimum of 36 consecutive months ~~after moving in, shall create a~~  
23 rebuttable presumption that the landlord has not acted in good faith, unless and until evidence is  
24 introduced that would support a finding that the landlord has acted in good faith.

25 \* \* \* \*

1            (vii) A landlord who has recovered possession of a unit pursuant to Section 37.9(a)(8)  
2 must complete a statement of occupancy under penalty of perjury on a form to be prepared by the Rent  
3 Board. The landlord shall file the statement of occupancy with the Rent Board three months after  
4 recovery of possession of the unit, and shall file updated statements of occupancy 12 months, 24  
5 months, and 36 months after the recovery of possession the unit. The statement, including the updates,  
6 shall identify whether the unit is (1) occupied as the principal place of residence of the landlord or the  
7 relative (identified by name and relation to the landlord) for whom the tenant was evicted, (2) occupied  
8 by another person, or (3) unoccupied. If the unit is occupied by the landlord or the relative for whom  
9 the tenant was evicted, the landlord shall also simultaneously file with the Rent Board at least two  
10 forms of documentation in which the unit is listed as the landlord or relative's place of residence.  
11 Acceptable forms of this documentation shall include at least two of the following categories: (1)  
12 current utility services contract or utility billing records from within 45 days of the date of filing; (2)  
13 current motor vehicle registration and insurance policy for the vehicle; (3) current homeowner's or  
14 renter's insurance policy; (4) correspondence from within 45 days of the date of filing from any  
15 government agency, including federal, state, and local taxing authorities; (5) current voter  
16 registration; (6) current driver's license; (7) proof that the individual has obtained a homeowner's  
17 exemption from property taxes for the unit; or (8) any other credible documentary evidence showing  
18 that the landlord or relative actually occupies the rental unit as his or her principal place of residence.  
19 Evidence that the landlord did not timely file a statement of occupancy and supporting documentation  
20 with the Rent Board shall create a rebuttable presumption that the landlord did not recover possession  
21 of the unit in good faith, unless and until evidence is introduced that would support a finding that the  
22 landlord did recover possession of the unit in good faith.

23            (viii) If any provision or clause of this ~~amendment to~~ Section 37.9(a)(8) or the  
24 application thereof to any person or circumstance is held to be unconstitutional or to be  
25

1 otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other  
2 chapter provisions, and clauses of this Chapter are held to be severable; or

3 \* \* \* \*

4  
5 Section 2. Effective Date. This ordinance shall become effective 30 days after  
6 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the  
7 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board  
8 of Supervisors overrides the Mayor’s veto of the ordinance.

9  
10 Section 3. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors  
11 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,  
12 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal  
13 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment  
14 additions, and Board amendment deletions in accordance with the “Note” that appears under  
15 the official title of the ordinance.

16  
17  
18 APPROVED AS TO FORM:  
19 DENNIS J. HERRERA, City Attorney

20 By: \_\_\_\_\_  
21 MANU PRADHAN  
22 Deputy City Attorney

23 n:\legana\as2017\1700292\01181877.docx