

File No. 200375 Committee Item No. 2
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee Date June 1, 2020
Board of Supervisors Meeting Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
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| <input checked="" type="checkbox"/> | <input 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 checked="" 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 |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <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: Erica Major Date May 28, 2020
Completed by: Erica Major Date _____

1 [Administrative Code - COVID-19 Tenant Protections]

2

3 **Ordinance amending the Administrative Code to prohibit landlords from evicting**
4 **residential tenants for non-payment of rent that was not paid due to the COVID-**
5 **pandemic; to prohibit landlords from imposing late fees, penalties, or similar charges**
6 **on such tenants; and making findings as required by the California Tenant Protection**
7 **Act of 2019.**

8

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

13

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

15

16 Section 1. Purpose and Findings.

17 (a) The City and County of San Francisco is facing an unprecedented public health
18 and economic crisis due to the COVID-19 pandemic. The Mayor has responded with a series
19 of emergency orders, including an eviction moratorium that gives tenants who have suffered a
20 financial impact due to COVID-19 an extension of time to pay their rent (hereafter, the
21 “Eviction Moratorium”). The Mayor issued the Eviction Moratorium on March 13, 2020 and
22 updated it on March 23, 2020, and currently it only applies to rent payments missed in April.
23 But the Eviction Moratorium allows tenants to be evicted if they have not paid their past due
24 rent once the extension expires, and many tenants have lost their jobs and many businesses
25 have closed. If these trends worsen or if the emergency continues, tenants may find

1 themselves in an ever deepening financial hole, with the result that a large wave of evictions
2 for nonpayment of rent is likely to follow once the extension period ends. It is essential to
3 address this looming danger – an impending crisis in its own right. The City has a shortage of
4 affordable rental housing, and a significant percentage of its households are renters and at
5 risk of permanent displacement should they be forced to leave their current homes. Many
6 potentially impacted renters are also essential workers, and the City could be at even greater
7 risk in the event of a future pandemic if they are displaced.

8 (b) On March 16, 2020, the Governor issued Executive Order N-28-20 (the “Executive
9 Order”), which found that the COVID-19 pandemic is having severe impacts throughout the
10 State, and recognized that local jurisdictions must take measures based on their particular
11 needs to preserve and increase housing security, and to protect public health and mitigate the
12 economic effects of the pandemic. To encourage such efforts, Paragraph 2 of the Executive
13 Order authorized local governments to impose substantive limitations on residential evictions
14 for tenants who are unable to pay rent through May 31, 2020 due to the pandemic (or a later
15 date if extended by the Governor), and suspended any provisions of state law that would
16 otherwise preempt local governments from enacting such measures.

17 (c) The Board of Supervisors finds it is in the public interest to prevent tenant
18 displacement in San Francisco due to the COVID-19 pandemic to the maximum extent
19 permitted by law. Pursuant to its regular authority and consistent with Paragraph 2 of the
20 Executive Order, the protections of this ordinance shall apply only to rent payments that a
21 tenant was unable to pay due to the COVID-19 pandemic during the period from March 16,
22 2020 through May 31, 2020 (or if the Governor extends the May 31 date, through the date of
23 extension). This ordinance shall not apply to rent payments that become due after the May 31
24 date (or, if the Governor extends the May 31 date, after the date of extension).

1 (d) This ordinance is intended to prevent tenants from being evicted due to having
2 suffered a financial impact that arose out of the COVID-19 pandemic. As compared to the just
3 cause protections of the California Tenant Protection Act of 2019 (“AB 1482”), this ordinance
4 further limits the permissible reasons for termination of a residential tenancy and provides
5 additional tenant protections. The Board of Supervisors therefore finds that this ordinance is
6 more protective of tenants than AB 1482, and intends that the Rent Ordinance (as hereby
7 amended) shall apply rather than AB 1482.

8
9 Section 2. The Administrative Code is hereby amended by revising Section 37.9, to
10 read as follows:

11 **SEC. 37.9. EVICTIONS.**

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

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

15 (1) The tenant:

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

18 * * * *

19 (B) Habitually pays the rent late; or
20 (C) Gives checks which are frequently returned because there are
21 insufficient funds in the checking account; ~~or~~

22 (D) Provided, however, that subsection (a)(1) shall not apply with respect to
23 rent payments that initially became due during the time period when paragraph 2 of the Governor’s
24 Executive Order No. N-28-20 (as said time period may be extended by the Governor from time to time)
25 was in effect, and where the tenant’s failure to pay (i) arose out of a substantial decrease in household

1 income (including, but not limited to, a substantial decrease in household income caused by layoffs or a
2 reduction in the number of compensable hours of work, or substantial out-of-pocket expenses; (ii) that
3 was caused by the COVID-19 pandemic, or by any local, state, or federal government response to
4 COVID-19; and (iii) is documented. The types of documentation that a tenant may use to show an
5 inability to pay due to COVID-19 may include, without limitation, bank statements, pay stubs,
6 employment termination notices, proof of unemployment insurance claim filings, sworn affidavits, and
7 completed forms prepared by the Rent Board. A tenant shall have the option, but shall not be required,
8 to use third-party documentation such as a letter from an employer to show an inability to pay. The
9 provisions of this subsection (a)(1)(D), being necessary for the welfare of the City and County of San
10 Francisco and its residents, shall be liberally construed to effectuate its purpose, which is to protect
11 tenants from being evicted for missing rent payments due to the COVID-19 pandemic. Nothing in this
12 subsection (a)(1)(D) shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability
13 to recover rent due; or

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

19 * * * *

20 (D) Before endeavoring to recover possession based on the violation of
21 a lawful obligation or covenant of tenancy regarding subletting or limits on the number of
22 occupants in the rental unit, the landlord shall serve the tenant a written notice of the violation
23 that provides the tenant with an opportunity to cure the violation in 10 or more days. The
24 tenant may cure the violation by making a written request to add occupants referenced in
25 Subsection (A), (B), or (C) of Section 37.9(a)(2) or by using other reasonable means to cure

1 the violation, including, without limitation, the removal of any additional or unapproved
2 occupant. Nothing in this Section 37.9(a)(2)(D) is intended to limit any other rights or remedies
3 that the law otherwise provides to landlords. ~~or~~

4 (E) Notwithstanding any lease provision to the contrary, a landlord may not
5 impose late fees, penalties, interest, liquidated damages, or similar charges due to a tenant's non-
6 payment of rent, if the tenant can demonstrate that it missed the rent payment due to the COVID-19
7 pandemic as set forth in subsection (a)(1)(D). A landlord may not recover possession of the unit due to
8 a tenant's failure to pay late such charges when subsection (a)(1)(D) applies. The foregoing sentence
9 shall not enlarge or diminish a landlord's rights with respect to such charges when subsection
10 (a)(1)(D) does not apply; or

11 * * * *

12
13 Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word
14 of this ordinance, or any application thereof to any person or circumstance, is held to be
15 invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision
16 shall not affect the validity of the remaining portions or applications of the ordinance. The
17 Board of Supervisors hereby declares that it would have passed this ordinance and each and
18 every section, subsection, sentence, clause, phrase, and word not declared invalid or
19 unconstitutional without regard to whether any other portion of this ordinance or application
20 thereof would be subsequently declared invalid or unconstitutional.

21
22 Section 4. Effective Date. This ordinance shall become effective 30 days after
23 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
24 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
25 of Supervisors overrides the Mayor's veto of the ordinance.

LEGISLATIVE DIGEST

[Administrative Code - COVID-19 Tenant Protections]

Ordinance amending the Administrative Code to prohibit landlords from evicting residential tenants for non-payment of rent that was not paid due to the COVID-pandemic; to prohibit landlords from imposing late fees, penalties, or similar charges on such tenants; and making findings as required by the California Tenant Protection Act of 2019.

Existing Law

A landlord generally can evict their tenant for not paying the rent. Due to the COVID-19 pandemic, the Mayor has imposed a six-month moratorium on evictions for non-payment of rent. If a tenant has not paid their past due rent by the end of the moratorium period, the landlord may proceed with the eviction for non-payment at that time.

Also, a landlord may generally charge late fees or interest due to missed rent payments.

Amendments to Current Law

The ordinance would prohibit a landlord from evicting a tenant due to non-payment of rent if the tenant was unable to pay due to the COVID-19 pandemic, even if the tenant has not paid by the end of the Mayor's moratorium period. The ordinance only limits evictions and does not waive the tenant's obligation to pay the rent.

The tenant's inability to pay would need to be documented, and non-payment evictions would be prohibited only with respect to rent that became due while the Governor's Executive Order on evictions is in effect (N-28-20, ¶2). The Executive Order was adopted on March 16, 2020, and is currently set to expire on May 31, 2020, so the ordinance currently covers the April and May rent only. The ordinance would not prohibit evictions due to payments missed after May 31, unless the Executive Order were extended.

The ordinance would also prohibit a landlord from charging late fees or interest due to such missed payments, and would prohibit evictions due to the non-payment of such charges.

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: Sophia Kittler, Liaison to the Board, Mayor's Office
Robert Collins, Executive Director, Rent Board

FROM: Erica Major, Assistant Clerk, Land Use and Transportation Committee

DATE: April 20, 2020

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislation, introduced by Supervisor Preston on April 14, 2020:

File No. 200375

Ordinance amending the Administrative Code to prohibit landlords from evicting residential tenants for non-payment of rent that was not paid due to the COVID-pandemic; to prohibit landlords from imposing late fees, penalties, or similar charges on such tenants; and making findings as required by the California Tenant Protection Act of 2019.

If you have 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 or by email at: erica.major@sfgov.org.



SAN FRANCISCO ASSOCIATION of REALTORS

April 17, 2020

VIA EMAIL AND U.S. MAIL

Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Board.of.Supervisors@sfgov.org

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2020 APR 21 PM 3:03
BY [Signature]

Re: Proposed “COVID-19 Tenant Protection” Ordinance – File No. 200375

Dear Ms. Calvillo:

We write to you today in opposition to the recently proposed “COVID-19 Tenant Protection” ordinance (BOS File No. 200375, the “Ordinance”). As currently drafted, the Ordinance violates state law, conflicts with Governor Newsom’s Executive Order on evictions, and would ultimately lead to more evictions if enacted.

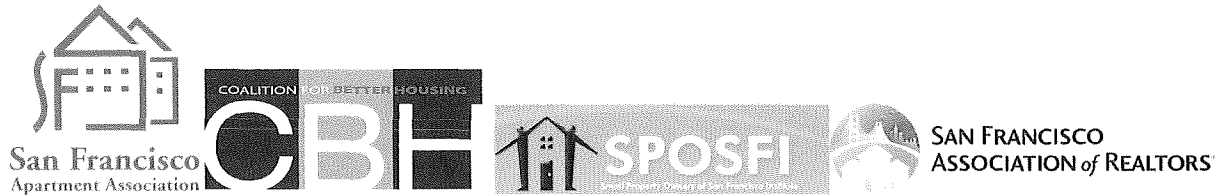
On March 16, 2020, Governor Newsom signed Executive Order N-28-20 (the “Order”) pursuant to the California Emergency Services Act. The Order allows a city to *temporarily* limit evictions for nonpayment of rent due to the COVID-19 crisis. The Order states:

[T]he statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential [tenant] **is suspended** only as applied to any tenancy . . . to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government. **Nothing in this Order shall** relieve a tenant of the obligation to pay rent, **nor restrict a landlord’s ability to recover rent due.**

The [aforesaid] protections . . . **shall be in effect through May 31, 2020, unless extended.**

(Order, emphasis added.)

On April 14, 2020, Supervisor Preston proposed a “COVID-19 Tenant Protection” Ordinance. Among other provisions, the Ordinance provides that a landlord can never exercise the remedy of unlawful detainer to obtain unpaid rent, if the rent was unpaid for a COVID-19 related reason



from March 16, 2020 to May 31, 2020 (or longer if the Order is extended), as self-certified by the tenant. In other words, the Ordinance prevents a landlord from *ever* evicting a tenant for failure to pay rent incurred during the COVID-19 period – even if the tenant fails to pay the past-due rent *after* the COVID-19 emergency ends.

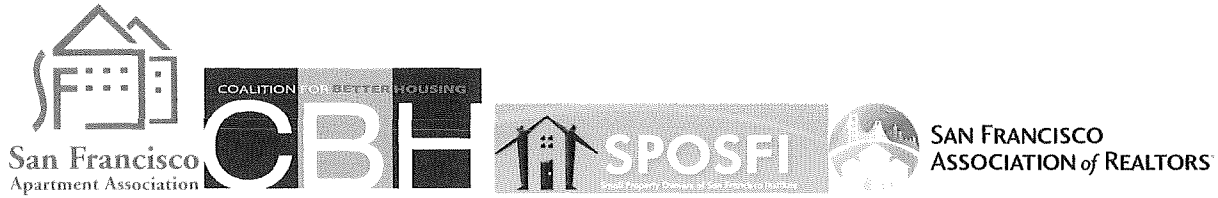
San Francisco does not have the legal authority to permanently deprive landlords of their unlawful detainer rights. The Ordinance purports to derive authority from the Governor’s Order. The Governor’s Order, in turn, derives its authority from the California Emergency Services Act (“ESA”). Neither the Order nor the ESA grants such authority to the City.

The ESA permits the Governor, during a state of emergency, to “**suspend** any regulatory statute, or statute prescribing the procedure for conduct of state business, or the orders, rules, or regulations of any state agency” (Gov. Code § 8571, *emph. add.*) The ESA only authorizes the Governor to *temporarily* suspend ordinary procedures; it does not authorize the Governor to *permanently* deprive citizens of their rights. To wit, the Governor’s Order is not permanent. It states: “The [aforesaid] protections . . . shall be in effect through May 31, 2020, unless extended.”

The Ordinance, on the other hand, would permanently deprive landlords of their right to exercise unlawful detainer remedies for COVID-19 related nonpayment – *even after the Order’s expiration*. In doing so, the Ordinance exceeds the authority granted to San Francisco by the Governor’s Order and the ESA. If there were any question about the City’s authority here, the Order resolves all ambiguity by expressly stating: “**Nothing in this Order shall . . . restrict a landlord’s ability to recover rent due.**” By purporting to “restrict a landlord’s ability to recover rent due” via the unlawful detainer process, the Ordinance directly conflicts with the Governor’s Order.

Moreover, since the Ordinance conflicts with the Order and the ESA, it is in conflict with – and preempted by – California’s unlawful detainer statutes. It is a clear violation of due process, as well as an unconstitutional taking of private property. By depriving landlords of their ability to recover past-due rent by exercising their unlawful detainer rights, the Ordinance would devalue rental property across the City without paying just compensation.

Perhaps most troubling is the Ordinance’s potential to *increase* the number of evictions after the COVID-19 crisis ends. By purporting to prohibit evictions for nonpayment of rent, the Ordinance would induce countless tenants to stop paying rent while the Governor’s COVID-19 Order remains in effect and not to save for repayment thereafter – essentially promising tenants that they’ll never need to pay the past-due rent they owe. When the courts inevitably determine



that the Ordinance is illegal and void, landlords will exercise their unlawful detainer rights – but in reliance on the Ordinance, tenants will not have set funds aside to repay their past-due rent.

Although undoubtedly born of good intentions, the COVID-19 Tenant Protection Ordinance is subject to the Law of Unintended Consequences. We respectfully urge you to oppose this patently illegal proposal, which will ultimately harm both landlords and tenants.

Please contact us if you wish to negotiate any amendments that could advance our mutual interests.

Signed,

SAN FRANCISCO APARTMENT ASSOCIATION

/s/ Janan New
By: Janan New
Its: Director

COALITION FOR BETTER HOUSING

/s/ Brook Turner
By: Brook Turner
Its: President

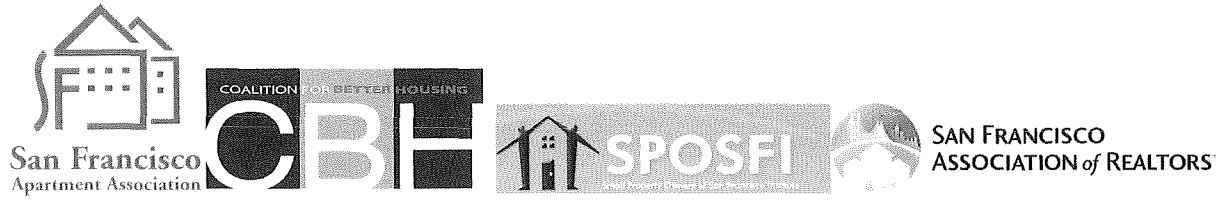
SMALL PROPERTY OWNERS OF SAN FRANCISCO

/s/ Noni Richen
By: Noni Richen
Its: President

SAN FRANCISCO ASSOCIATION OF REALTORS

/s/ Walt Baczkowski
By: Walt Baczkowski
Its: Chief Executive Officer

cc: Supervisor Dean Preston
Dean.Preston@sfgov.org



Mayor London Breed
MayorLondonBreed@sfgov.org

Dennis Herrera
City Attorney
Dennis.Herrera@sfgov.org

From: [Wendy Chang](#)
To: [Fewer, Sandra \(BOS\)](#)
Cc: [Charley Goss](#); [Peskin, Aaron \(BOS\)](#); [Safai, Ahsha \(BOS\)](#); [Major, Erica \(BOS\)](#)
Subject: The COVID-19 Tenant Protection Ordinance (File #200375)
Date: Wednesday, May 27, 2020 7:11:29 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Ms Fewer,

We are small San Francisco property owners living in your district. We are also members of the San Francisco Apartments Association. It has been brought to our attention that there is a proposed legislation on **the COVID-19 Tenant Protection Ordinance (File #200375)** which provides Permanent Prohibition on Evictions for Unpaid Rent due to COVID-19.

We feel that this is a very unfair and puts financial burden on small property owners as

- 1. This proposal will make it nearly impossible for small property owners to recoup unpaid rent and places the financial burden of COVID-19 on small mom property owners who have fixed mortgages, property taxes, employees, and maintenance expenses.
 -
 - 2 This proposal, along with the closure of the court system, would allow tenants to live rent free from March 2019 to potentially September and beyond-- and landlords would have no legal recourse to recoup unpaid rent.
 -
 - 3 The Board of Supervisors cannot and should not prohibit housing providers who have been financially impacted by COVID-19 from using California state law to enforce our rights.
- We thank you in advance for your kind consideration.

Herbert & Wendy Chang

||

From: [Stephen King](#)
To: [Peskin, Aaron \(BOS\)](#); [Preston, Dean \(BOS\)](#); [Safai, Ahsha \(BOS\)](#); [Major, Erica \(BOS\)](#); [Ronen, Hillary](#); [Bob Tesch](#)
Subject: Prohibit Evictions for Unpaid Rent Due to COVID-19
Date: Wednesday, May 27, 2020 9:59:38 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Supervisors:

As a small (4 U) housing provider, my budget is very tight. I have refinanced my mortgage to upgrade all the apartments over the past 10 years. Unfortunately, rent control has extended my negative cash flow. Now that you are proposing Prohibiting Evictions for Unpaid Rent Due to COVID-19, this could cause serious consequences if any of my tenants stop paying rent. I have 2 tenants who have mentioned concern on paying future rent.

Late payment of mortgage.

Late payment of semi annual taxes.

Missed payment of utilities.

Delaying necessary repairs.

Or delaying payment to contractors who do the necessary repairs.

This proposal will deny me the right to recover payment as documented in our lease agreements. I have spoken to many other housing providers in this situation.

Please consider the consequences of passing such a law.

Sincerely,

Stephen King
Housing Provider in the Mission District

--

IMPORTANT:

If you forward this e-mail, please delete the forwarding history, I deleted the address of any previous senders.

Thanks

ALWAYS USE Bcc:

From: [Beth Thurber](#)
To: [Fewer, Sandra \(BOS\)](#)
Cc: [Major, Erica \(BOS\)](#)
Subject: NO on #200375
Date: Wednesday, May 27, 2020 10:24:55 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Sandra,

I am Strongly against this proposal. This puts a small property owner into a terrible situation! I don't understand why you would want to endorse this type of legislation.

I own a building at 11th and California St. I strongly oppose this bill. We work so hard to keep our tenants happy by creating a beautiful living environment but we also spend much time cleaning up the litter, graffiti and illegal dumping in the Richmond District. We are not greedy landowners- just want to be treated fairly.

Please right me back to let me know you have read this and will not endorse this ridiculous bill.

Sincerely,
Beth Feinstein Thurber

From: [Kymberly Pipkin](#)
To: [Preston, Dean \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Safai, Ahsha \(BOS\)](#); [Major, Erica \(BOS\)](#)
Subject: Proposal to permanently prohibit evictions for unpaid rent due to COVID-19
Date: Wednesday, May 27, 2020 10:36:24 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Mr. Preston, Mr. Peskin, Mr. Safai, and Ms. Major:

My husband and I own a two-flat building in San Francisco, located in your district, Mr. Preston.

During this crisis, we are collecting under 60% of the rent that we normally would, yet our mortgage, property taxes, insurance, and the utilities on the building haven't changed. Our building is over 100 years old and the reserves we have for repairs and maintenance are rapidly dwindling. Our "profit" margin for the building will be nonexistent this year.

We are very sympathetic to our tenants and have assured them from the outset that we will work out a reasonable repayment plan that fits their situations.

We are both retired and the COVID-19 crisis has hit our family hard economically: four of our adult children have either had their jobs entirely eliminated or their hours greatly reduced. Two of our grandchildren have special needs, and homeschooling is especially hard on their parents. We try to help out as much as we can.

I include these personal details to let you know that there are hundreds of small landlords like ourselves in San Francisco who would be severely impacted if there was a complete prohibition from evicting tenants for unpaid rent due to COVID-19.

All of our tenants are good people caught up in circumstances beyond their making or control.

So are we.

Respectfully submitted, Kymberly Pipkin

From: [John Antonini](#)
To: [Major, Erica \(BOS\)](#); [Safai, Ahsha \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Preston, Dean \(BOS\)](#)
Subject: NO on #200375
Date: Wednesday, May 27, 2020 10:50:03 PM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Committee Clerk Major, Supervisor Peskin, Supervisor Safai, and Supervisor Peston,

I am writing to voice my opposition to the prohibition of tenant eviction for unpaid rent due to COVID. This is not a "copy & paste" message so I will be brief.

I have the utmost respect for all residents of our City trying to make things works, now more than ever.

- The concept of the amendment is good in spirit. There are many people who deserve special exceptions. The framework leaves too much room for abuse. If tenants learn that their unpaid rent can be forgiven without the recourse of eviction or late penalty why would they pay at all?
- Will there be financial means testing for the tenants? Why should it be assumed that the landlord is better equipped to shoulder the shortfall than the tenant?
- Residential renters are still enjoying the full benefit of their apartment, some more now than ever. It is not fair to ask a landlord to dig into their savings to subsidize a tenant, who in many cases has the available assets to pay rent despite also suffering hardship.
- People (tenants and owners) still need to pay for their groceries, PGE bill, car insurance, gas, etc. Why would they not need to pay their rent?
- Does a landlord get dollar-for-dollar forgiveness towards his property tax bill for every dollar of rent they forgive?

This pandemic is effecting all economic classes, including landlords. Not all landlords are wealthy. Many survive month to month on the income from the property.

Thank you for your service and consideration.

John Antonini
Native and life long Dist 7 resident/voter
Husband/father of 3,

From: [William Jaeck](#)
To: [Haney, Matt \(BOS\)](#); [MandelmanStaff, \[BOS\]](#); [Mar, Gordon \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Preston, Dean \(BOS\)](#); [Fewer, Sandra \(BOS\)](#); [Ronen, Hillary](#); [Safai, Ahsha \(BOS\)](#); [Stefani, Catherine \(BOS\)](#); [Walton, Shamann \(BOS\)](#); [Yee, Norman \(BOS\)](#); [Board of Supervisors, \(BOS\)](#); [Major, Erica \(BOS\)](#)
Subject: NO on #200375
Date: Thursday, May 28, 2020 8:59:17 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Supervisors,

My name is William Jaeck and I have been a resident and landlord in San Francisco for 27 years.

Please vote no on ordinance 200375 "Covid-19 Tenant" Protections.

While it is true that some tenants are enduring covid-19 related hardships, that does not mean that small property owners can or should permanently shoulder the responsibility for rent during the emergency. Landlords are people too, and we have financial obligations, like tenants, that we must pay even during the emergency. It simply is not reasonable or fair to assume that we can afford to provide housing at no cost, with no opportunity to ever be repaid. That is a likely outcome of this ordinance.

Thank you for helping defeat this unfair change to the administrative code.

Sincerely,
William Jaeck

From: [mark.eriksson](#)
To: [Major, Erica \(BOS\)](#)
Cc: [EUGENE EUGENE](#)
Subject: New Proposal Regarding Tenant Eviction Due to COVID-19
Date: Thursday, May 28, 2020 11:57:21 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Erica,

I just received an e-mail from the San Francisco Apartment Association (SFAA) stating that the Board of Supervisors is considering a proposal which would **permanently** prohibit landlords from using the state law eviction processes for unpaid rent due to COVID-19. I am a landlord of 1130 Filbert St where 3 out of my 4 tenants have not paid rent for April, May & now June. I have waited patiently for the rent since these are difficult times but it is not my role to provide free housing to the residents of San Francisco. I am wondering what proposals you have in play to make the landlords whole again so that they receive the rent that is due to them? Please let me know at your earliest convenience. Thanks so much!

Mark Eriksson
Landlord
1130 Filbert St Apartments

From: [Nettie Atkisson](#)
To: [Safai, Ahsha \(BOS\)](#); [Ronen, Hillary](#); [Haney, Matt \(BOS\)](#); [MandelmanStaff, \[BOS\]](#); [Mar, Gordon \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Fewer, Sandra \(BOS\)](#); [Preston, Dean \(BOS\)](#); [Stefani, Catherine \(BOS\)](#); [Walton, Shamann \(BOS\)](#); [Yee, Norman \(BOS\)](#); [Major, Erica \(BOS\)](#)
Subject: Why do you hate us?
Date: Thursday, May 28, 2020 11:07:57 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I just looked over the ordinance for the Covid 19 Tenant Protections.

What worries me is that there is no end in sight and it is very stressful for everyone. We moved to San Francisco in 2006. Coming to a city and TAKING only is not ok and so we have done what we can to contribute to the city. For two long years I worked for free to get Peabody Elementary School a much needed playground. Donating, working at the Foodbanks and using my spanish skills to volunteer at Glide. My husband was laid off and fighting cancer during the lockdown. Thank heaven we have these great hospitals and doctors because both of my girls (17 year old at Lowell and 10 year old at CIS de Avila) have Type 1 diabetes, celiac and hashimotos. There is somehow this misconception that LANDLORDS have a ton of money. Maybe some do. The only way we could get a mortgage (that we ONLY PAY THE INTEREST ON) is by buying a duplex and getting rental income.

Help me understand why Landlords are constantly demonized, punished and hated in this city. Sure, there are terrible Landlords. There are also unethical tenants. Most of us, however, are law abiding, ethical families trying to contribute to this city with many possibilities.

If we do not get rental income, we can't pay our mortgage for very long. Our oldest was hoping to go to college next year.

How is it legal to make one half of a contract null and void but keep the other one in place? This is scary as hell. Where is the rule of law? Why can't the city pay the rents? Get more of the Prop C monies tied up in court out like you did before and pay rent. Why get into YET ANOTHER LAWSUIT and legal drama where nothing is done and all money is held up. Look at the teacher funding bonds. LAWSUIT. Prop C. LAWSUIT.

You cannot say We Are All In This Together and then go after landlords. This is not #metowe.

We tried to sell our house and move. EVERY SINGLE PERSON that came to look at the house said they would not buy a house with a tenant. We were supposed to close March 19, 2020 but our 32 year old LinkedIn employee Tenant from Orinda would not fill out the Estoppel even though it is in her contract and so the one buyer willing to take the risk walked . My friend with Cerebral Palsy who lived in the Inner Richmond and 5th has a unit empty but the rental laws in this city are such that he will never rent again to anyone once a family living in his other unit moves out. My friend Maryam lives on Hayes in a building. The landlord refuses to rent to anyone else because of the laws and bad experiences. A sincere question. How has demonizing landlords improved the housing crisis?

Why do you hate us? Why do you demonize us and hold us responsible for a world that is always changing and the constant challenges we face?

As a preschool director, I know children need predictability. When the rules constantly change, it breeds insecurity and it is not healthy. Who will be landlords if we keep getting slammed and blamed and held responsible for so many things.

After a childhood of trauma, I have been having a psychiatric crisis since December. My mother died, my drug addict sister died, my uncle was murdered, my girls just keep getting more and more autoimmune diseases, my dad has mucosal melanoma and I have been over stressed caring for him and finding him care while caring for my daughters, my husband got melanoma and was laid off and I was working hard to prepare my house to sell so we could go somewhere more affordable. Could not sell my house. Now I get this news that we don't even have a right to collect rent.

Why do you hate us? Single family homes don't get demonized. Aaron Peskin's notorious story of his single family home has been well publicized. I am just mom with kids in public school doing my best. We obey the laws. We volunteer at public schools. We do all we can to contribute to this city. Why do you work so hard to discourage families like us from staying here?

Hate is not way to improve things. Blaming other people makes you no better than the blamer in chief in the white house. Why are you always coming after us? How can we possibly be held responsible for this? Please help me understand?

Nettie Atkisson

From: [Nettieatkisson](#)
To: [Nettie Atkisson](#)
Cc: [Safai, Ahsha \(BOS\)](#); [Ronen, Hillary](#); [Haney, Matt \(BOS\)](#); [MandelmanStaff, \[BOS\]](#); [Mar, Gordon \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Fewer, Sandra \(BOS\)](#); [Preston, Dean \(BOS\)](#); [Stefani, Catherine \(BOS\)](#); [Walton, Shamann \(BOS\)](#); [Yee, Norman \(BOS\)](#); [Major, Erica \(BOS\)](#)
Subject: Re: Why do you hate us?
Date: Thursday, May 28, 2020 12:07:28 PM

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Why not rental assistance??? No courts, no blaming anyone, not harming small property owners who are already struggling. The courts are tied up with so many issues. They are closed so why add more to this? Just provide rental assistance. With courts closed why put everyone in an untenable situation?

Why make it possible for yet another lawsuit while so many people need their rent and mortgage paid. Much cheaper to keep people in their homes then to pay for homeless issues. Why wouldn't rental assistance be the first place we go? As a government you can issue bonds. Governor brown reserves 20 billion rainy days rainiest day ever

Having some end in site
Small claims and collection agencies stress on both sides

You attract more flies with honey then vinegar
Sounds good in media but you know it does longer damage

Don't you want me to be landlords instead of the real estate trust that is taking and not giving back
What looks good in press not good public policy
Cautionary note
Institutionalized investors and tenants as income where
Ethical
Blue bottle
Brother accident
Holidays
Make light so safe
Fix gate immediately
Responsiveness

Sent using Siri voice recognition. Mistakes guaranteed.

> On May 28, 2020, at 11:07 AM, Nettie Atkisson <nettieatkisson@gmail.com> wrote:
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celiac and hashimotos.

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>

> Nettie Atkisson

From: [dave collins](#)
To: [Major, Erica \(BOS\)](#); [MandelmanStaff, \[BOS\]](#); [Haney, Matt \(BOS\)](#); [Charley Goss; U D](#)
Subject: Ordinance amending administrative code regarding Covid-19
Date: Thursday, May 28, 2020 10:46:24 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Supervisors and Members of the San Francisco Land Use Committee,

I have read the most recent proposed ordinance regarding Covid-19 pandemic relief for tenants. This pro-tenant legislation is admirable, benevolent, conscientious but is also grossly unfair and probably illegal.

I have been negotiating with my bank, First Foundation Bank, and there are absolutely no mortgage forbearance options, loan modifications or mortgage relief of any kind for the loans I have for properties in San Francisco. Furthermore, I have to continue to pay for tenant's utilities, water, garbage and of course property taxes without any help from our local City Government.

So, the long and the short is this, if the proposed legislation is passed, building owners in San Francisco will be forced to subsidize ALL the housing needs for tenants in this City, for the foreseeable future, (as nobody knows how long this pandemic will last.)

With vacancy rates about to surge and property revenue decreasing, the City's tax base is about to take a big hit. SO – all you folks should remember who pays the bills in the City and your salaries. If you do not protect your city revenue and tax base going forward, there are going to be major fiscal problems going forward long after this pandemic is eventually over.

The Board of Supervisors has not thought this through and has obviously not taken into consideration the unintended consequences of the proposed legislation.

If the City of San Francisco wants to guarantee housing for its tenants regardless of world events that are beyond the control of property owners – then the City of San Francisco should ALSO subsidize us property owners for lost rental income - and protect us good property owners who house the tenants that vote for you.

Otherwise you are shifting all the financial cost of Covid-19 disaster onto us small property owners and not giving us any recourse to financially protect ourselves from financial ruin.

Please reconsider your position on this legislation as it unfairly punishes property owners for this unfortunate "act of god."

We property owners are your partners in housing in San Francisco, not your enemy. We should be treated as such, and not as a pawn to generate more votes for your next election.

Please feel free to contact me for further information if needed.

Thank you for your consideration,

David Collins
Property Owner in San Francisco

415-240-1248

Sent from [Mail](#) for Windows 10