

1 [Emergency Ordinance - Eviction Protection For Tenants Unable To Pay Rent]

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3 **Emergency ordinance to temporarily restrict landlords from evicting residential tenants**  
4 **for non-payment of rent due to the COVID-19 pandemic, provided the tenant has paid at**  
5 **least 25 percent of the rent owed; to prohibit landlords from imposing late fees,**  
6 **penalties, or similar charges on such tenants; and making findings as required by the**  
7 **California Tenant Protection Act of 2019.**

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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 ~~*italics Times New Roman font*~~.  
12 **Board amendment additions** are in Arial font.  
13 **Board amendment deletions** are in ~~Arial font~~.  
14 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
15 subsections or parts of tables.

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

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Section 1. Declaration of Emergency under Charter Section 2.107.

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

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(b) The City and County of San Francisco is facing an unprecedented public health  
23 and economic crisis due to the COVID-19 pandemic. On February 25, 2020, the Mayor  
24 declared a state of emergency due to COVID-19 and the Board of Supervisors concurred in  
25 the emergency. On March 13, 2020, the Mayor adopted the first of a series of emergency

1 orders, and the Board of Supervisors later adopted an ordinance signed by the Mayor  
2 (Ordinance No. 093-20), to limit the eviction of tenants unable to pay certain months' rent due  
3 to financial impacts resulting from COVID-19. Thereafter, the Legislature adopted the Tenant,  
4 Homeowner, and Small Landlord Relief and Stabilization Act of 2020 (hereafter, "SB 91"),  
5 which enacted additional protections for tenants who have paid at least 25 percent of the rent  
6 but were unable to pay the remainder due to COVID-19. But SB 91 only applies to rent  
7 payments that came due between March 1, 2020 and June 30, 2021, and does not protect  
8 tenants from being evicted due to rent payments missed on or after July 1, 2021.

9 (c) Regardless of whether the California Legislature extends SB 91, there is an  
10 ongoing emergency in San Francisco. The pandemic appears to be slowly coming under  
11 control, but the end is not in sight, and the threat of mass evictions starting July 1, 2021 is a  
12 looming crisis for tenants who could be directly affected, as well as for the City as a whole.  
13 The City has a shortage of affordable rental housing, a significant percentage of its  
14 households are renters at risk of permanent displacement should they be forced to leave their  
15 current homes, and many potentially impacted renters are also essential workers who will be  
16 needed immediately if the pandemic takes a turn for the worse. Meanwhile, state and federal  
17 relief programs have been delayed and only began processing San Francisco applications in  
18 May 2021, and these funding delays have in turn impacted the City's efforts to administer  
19 relief to landlords and tenants. *See, e.g., Los Angeles Times*, "Cash to help California renters  
20 goes unspent with eviction protections expiring soon" (May 20, 2021), available at  
21 [https://www.latimes.com/california/story/2021-05-20/california-renters-unspent-financial-](https://www.latimes.com/california/story/2021-05-20/california-renters-unspent-financial-assistance-eviction-protections-expiring)  
22 [assistance-eviction-protections-expiring](https://www.latimes.com/california/story/2021-05-20/california-renters-unspent-financial-assistance-eviction-protections-expiring)); and *48 Hills*, "Not one dollar of state rent-relief  
23 money has arrived in SF" (May 13, 2021, available at [https://48hills.org/2021/05/not-one-](https://48hills.org/2021/05/not-one-dollar-of-state-rent-relief-money-has-arrived-in-sf/)  
24 [dollar-of-state-rent-relief-money-has-arrived-in-sf/](https://48hills.org/2021/05/not-one-dollar-of-state-rent-relief-money-has-arrived-in-sf/)). A short-term extension of SB 91's  
25 evictions protections is necessary to help tenants during this transitional phase.

1 (d) The Board of Supervisors finds it is in the public interest to prevent tenant  
2 displacement in San Francisco due to COVID-19 to the maximum extent permitted by law.  
3 Pursuant to the City’s authority to regulate evictions, and consistent with SB 91, this  
4 emergency ordinance applies to rent payments that originally came due on or after July 1,  
5 2021. Nothing in this ordinance shall affect or impair the application of any other City law or  
6 SB 91 with respect to rent payments that came due before July 1, 2021.

7 (e) This emergency ordinance is intended to prevent residential tenants from being  
8 evicted due to having suffered an adverse financial impact arising out of the COVID-19  
9 pandemic. As compared to the just cause protections of the California Tenant Protection Act  
10 of 2019 (“AB 1482”), this ordinance further limits the permissible reasons for termination of a  
11 residential tenancy and provides additional tenant protections. The Board of Supervisors  
12 therefore finds that this ordinance is more protective of tenants than AB 1482, and intends  
13 that this emergency ordinance shall apply rather than AB 1482.

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15 Section 2. Suspending Evictions and Penalties Due to Non-Payment of Rent.

16 (a) Notwithstanding Administrative Code Section 37.9(a)(1) or any other City law to  
17 the contrary, a landlord may not endeavor to recover possession of a residential unit due to  
18 the tenant’s non-payment of rent, if the rent payment originally became due on or after July 1,  
19 2021, provided that the tenant has paid the landlord an amount equal to at least 25% of all the  
20 rental payments that have come due from July 1, 2021 onwards, and that the tenant’s failure  
21 to pay the remaining rent (1) arose out of a substantial decrease in household income  
22 (including, but not limited to, a substantial decrease in household income caused by layoffs or  
23 a reduction in the number of compensable hours of work, or substantial out-of-pocket  
24 expenses); (2) that was caused by the COVID-19 pandemic, or by any local, state, or federal  
25 government response to COVID-19; and (3) is documented. The types of documentation that

1 a tenant may use to show an inability to pay due to COVID-19 may include, without limitation,  
2 bank statements, pay stubs, employment termination notices, proof of unemployment  
3 insurance claim filings, sworn affidavits, and completed forms prepared by the Rent Board. A  
4 tenant shall have the option, but shall not be required, to use third-party documentation such  
5 as a letter from an employer to show an inability to pay.

6 (b) Notwithstanding any lease provision to the contrary, a landlord may not impose  
7 late fees, penalties, interest, liquidated damages, or similar charges due to a residential  
8 tenant's non-payment of rent that originally became due on or after July 1, 2021, if the tenant  
9 has paid the landlord an amount equal to at least 25% of all the rental payments that have  
10 come due from July 1, 2021 onwards, and can demonstrate that the tenant could not pay the  
11 remaining rent due to the COVID-19 pandemic as set forth in subsection (a). A landlord also  
12 may not recover possession of a unit due to a tenant's failure to pay such late charges when  
13 subsection (a) applies, notwithstanding Administrative Code Section 37.9(a)(2) or any other  
14 City law to the contrary. The foregoing sentence shall not enlarge or diminish a landlord's  
15 rights with respect to such charges when subsection (a) does not apply.

16 (c) This emergency ordinance shall apply to all residential units in the City, including  
17 without limitation (1) all rental units as defined in Administrative Code Section 37.2(r),  
18 including those that are otherwise exempt from just cause protections pursuant to Section  
19 37.9(b); (2) all residential units in residential hotels regardless of how long the unit has been  
20 occupied; and (3) all units where the rent is controlled or regulated by the City (e.g., privately-  
21 operated units controlled or regulated by the Mayor's Office of Housing and Community  
22 Development and/or the Department of Homelessness and Supportive Housing).

23 (d) This emergency ordinance is intended to suspend evictions and late penalties  
24 as stated in subsections (a) and (b) as soon as it takes effect, and shall therefore apply to all  
25 residential units as stated in subsection (c), including those where a notice to vacate or quit

1 was pending as of the date that this ordinance took effect and regardless of whether the  
2 notice was served before, on, or after July 1, 2021.

3 (e) The provisions of this emergency ordinance, being necessary for the welfare of  
4 the City and its residents, shall be liberally construed to effectuate its purpose, which is to  
5 protect tenants from being evicted or incurring penalties due to missing rent payments  
6 because of the COVID-19 pandemic. However, nothing in this ordinance shall relieve a  
7 tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

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9 Section 3. Effective Date; Sunset Date. Consistent with Charter Section 2.107, this  
10 emergency ordinance shall become effective immediately upon enactment. Enactment  
11 occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or  
12 does not sign the ordinance within ten days of receiving it, or the Board of Supervisors  
13 overrides the Mayor's veto of the ordinance. Once enacted, it shall remain in effect for 60  
14 days, or until such time as the ordinance regarding evictions for non-payment in Board of  
15 Supervisors File No. 210601 may take effect, whichever is sooner. The foregoing sentence  
16 shall not prevent future reenactments of this emergency ordinance as provided by Section  
17 2.107.

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19 Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word  
20 of this emergency ordinance, or any application thereof to any person or circumstance, is held  
21 to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such  
22 decision shall not affect the validity of the remaining portions or applications of the ordinance.  
23 The Board of Supervisors hereby declares that it would have passed this ordinance and each  
24 and every section, subsection, sentence, clause, phrase, and word not declared invalid or  
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1 unconstitutional without regard to whether any other portion of this ordinance or application  
2 thereof would be subsequently declared invalid or unconstitutional.

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4 Section 5. Supermajority Vote Required. In accordance with Charter Section 2.107,  
5 passage of this emergency ordinance by the Board of Supervisors requires an affirmative vote  
6 of two-thirds of the Board of Supervisors.

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

10  
11 By: /s/  
12 MANU PRADHAN  
13 Deputy City Attorney  
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