

1 [Residential Rent Control, Further Conforming To and Implementing the Ellis Act]
2 AMENDING CHAPTER 37 OF THE SAN FRANCISCO ADMINISTRATIVE CODE
3 ("RESIDENTIAL RENT STABILIZATION AND ARBITRATION ORDINANCE") TO
4 FURTHER IMPLEMENT AND CONFORM TO THE ELLIS ACT (CALIFORNIA
5 GOVERNMENT CODE §§7060 et seq., WHICH PROVIDES OWNER RIGHTS TO
6 WITHDRAW UNITS FROM RESIDENTIAL RENTAL): BY AMENDING §37.9(a)(13) TO
7 REMOVE THE PROVISION THAT THE LANDLORD NOT HAVE OTHER CAUSE UNDER
8 §37.9(a) IN ORDER TO EVICT UNDER §37.9(a)(13); AND BY AMENDING §37.9A TO
9 SPECIFY ADDITIONAL REQUIREMENTS OF NOTICE OF WITHDRAWAL TO THE RENT
10 BOARD AND AFFECTED TENANTS, TO EXPAND THE MINIMUM PERIOD BETWEEN
11 NOTICE AND ACTUAL WITHDRAWAL OF A UNIT FROM 60 DAYS TO 1 YEAR FOR
12 ELDERLY TENANTS (AGE 62 OR OVER) AND DISABLED TENANTS (AS DEFINED IN
13 GOVERNMENT CODE §12955.3) WHO TIMELY NOTIFY THE OWNER OF THEIR STATUS,
14 TO EXPAND THE MINIMUM PERIOD BETWEEN NOTICE AND ACTUAL WITHDRAWAL
15 FROM 60 DAYS TO 120 DAYS FOR ALL OTHER TENANTS, TO REQUIRE RENT BOARD
16 RECORDATION OF A NOTICE OF CONSTRAINTS WITH THE COUNTY RECORDER, TO
17 REQUIRE A REGISTER OF ALL UNITS WITHDRAWN, TO PROVIDE FOR COMPLIANCE
18 STATUS INVESTIGATION, TO SPECIFY ADDITIONAL REQUIREMENTS FOR
19 NOTICE/OFFERING THE UNIT TO DISPLACED TENANTS IF THE UNIT IS AGAIN
20 OFFERED FOR RENT OR LEASE WITHIN 10 YEARS, AND TO EXPAND THE TIME FROM
21 TWO YEARS TO THREE YEARS FOR TENANTS (INCLUDING FORMER TENANTS) TO
22 SUE THE OWNER(S) FOR VIOLATION; AND WITH TECHNICAL NONSUBSTANTIVE
23 CHANGES TO IDENTIFY THE CENTRAL PERMIT BUREAU AS PART OF THE
24 DEPARTMENT OF BUILDING INSPECTION (§37.9(a)(11)), TO FURTHER IDENTIFY THE
25 ELLIS ACT, AND TO CONFORM TO RELATED RENUMBERING WITHIN §37.9A.

1 Note: Additions are underlined; deletions are in ((double parentheses)).

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

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6 **Section 1.** Chapter 37 of the San Francisco Administrative Code (Residential Rent
7 Stabilization and Arbitration Ordinance) is hereby amended by amending §37.9(a)(13), to read
8 as follows:

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10 **SEC. 37.9. EVICTIONS.** Notwithstanding Section 37.3, this Section shall apply as of
11 August 24, 1980, to all landlords and tenants of rental units as defined in Section 37.2(r).

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

13 (1) The tenant has failed to pay the rent to which the landlord is lawfully
14 entitled under the oral or written agreement between the tenant and landlord or habitually
15 pays the rent late or gives checks which are frequently returned because there are insufficient
16 funds in the checking account; or

17 (2) The tenant has violated a lawful obligation or covenant of tenancy other
18 than the obligation to surrender possession upon proper notice and failure to cure such
19 violation after having received written notice thereof from the landlord; or

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

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1 (4) The tenant is using or permitting a rental unit to be used for any illegal
2 purpose; or

3 (5) The tenant, who had an oral or written agreement with the landlord which
4 has terminated, has refused after written request or demand by the landlord to execute a
5 written extension or renewal thereof for a further term of like duration and under such terms
6 which are materially the same as in the previous agreement; provided, that such terms do not
7 conflict with any of the provisions of this Chapter; or

8 (6) The tenant has, after written notice to cease, refused the landlord access
9 to the rental unit as required by state or local law; or

10 (7) The tenant holding at the end of the term of the oral or written agreement
11 is a subtenant not approved by the landlord; or

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

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

16 (ii) For the use or occupancy of the landlord's grandparents,
17 grandchildren, parents, children, brother or sister, or the landlord's spouse or the spouses of
18 such relations, as their principal place of residency for a period of at least 36 months, in the
19 same building in which the landlord resides as his or her principal place of residency, or in a
20 building in which the landlord is simultaneously seeking possession of a rental unit under
21 37.9(a)(8)(i). For purposes of this Section 37.9(a)(8)(ii), the term spouse shall include
22 Domestic Partners as defined in San Francisco Administrative Code Chapter 62.1 – 62.8.

23 (iii) For purposes of this Section 37.9(a)(8) only, as to landlords who
24 become owners of record of the rental unit on or before February 21, 1991, the term "landlord"
25 shall be defined as an owner of record of at least 10 percent interest in the property or, for

1 Section 37.9(a)(8)(i) only, two individuals registered as Domestic Partners as defined in San
2 Francisco Administrative Code Chapter 62.1 – 62.8 whose combined ownership of record is at
3 least 10 percent. For purposes of this Section 37.9(a)(8) only, as to landlords who become
4 owners of record of the rental unit after February 21, 1991, the term “landlord” shall be defined
5 as an owner of record of at least 25 percent interest in the property or, for Section 37.9(a)(8)(i)
6 only, two individuals registered as Domestic Partners as defined in San Francisco
7 Administrative Code Chapter 62.1 – 62.8 whose combined ownership of record is at least 25
8 percent.

9 (iv) A landlord may not recover possession under this Section
10 37.9(a)(8) if a comparable unit owned by the landlord is already vacant and is available, or if
11 such a unit becomes vacant and available before the recovery of possession of the unit. If a
12 comparable unit does become vacant and available before the recovery of possession, the
13 landlord shall rescind the notice to vacate and dismiss any action filed to recover possession
14 of the premises. Provided further, if a non-comparable unit becomes available before the
15 recovery of possession, the landlord shall offer that unit to the tenant at a rent based on the
16 rent that the tenant is paying, with upward or downward adjustments allowed based upon the
17 condition, size, and other amenities of the replacement unit. Disputes concerning the initial
18 rent for the replacement unit shall be determined by the Rent Board. It shall be evidence of a
19 lack of good faith if a landlord times the service of the notice, or the filing of an action to
20 recover possession, so as to avoid moving into a comparable unit, or to avoid offering a
21 tenant a replacement unit.

22 (v) It shall be rebuttably presumed that the landlord has not acted in
23 good faith if the landlord or relative for whom the tenant was evicted does not move into the
24 rental unit within three months and occupy said unit as that person’s principal residence for a
25 minimum of 36 consecutive months;

1 (vi) Once a landlord has successfully recovered possession of a rental
2 unit pursuant to Section 37.9(a)(8)(i), then no other current or future landlords may recover
3 possession of any other rental unit in the building under Section 37.9(a)(8)(i). It is the
4 intention of this section that only one specific unit per building may be used for such
5 occupancy under Section 37.9(a)(8)(i) and that once a unit is used for such occupancy, all
6 future occupancies under Section 37.9(a)(8)(i) must be of that same unit, provided that a
7 landlord may file a petition with the Rent Board, or at the landlord's option, commence eviction
8 proceedings, claiming that disability or other similar hardship prevents him or her from
9 occupying a unit which was previously occupied by the landlord.

10 (vii) If any provision or clause of this amendment to Section 37.9(a)(8)
11 or the application thereof to any person or circumstance is held to be unconstitutional or to be
12 otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other
13 chapter provisions, and clauses of this chapter are held to be severable; or

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

17 (10) The landlord seeks to recover possession in good faith in order to
18 demolish or to otherwise permanently remove the rental unit from housing use and has
19 obtained all the necessary permits on or before the date upon which notice to vacate is given,
20 and does so without ulterior reasons and with honest intent; provided that a landlord who
21 seeks to demolish an unreinforced masonry building pursuant to Building Code Chapters 14
22 and 15 must provide the tenant with the relocation assistance specified in Section 37.9A(f)
23 below prior to the tenant's vacating the premises; or

24 (11) The landlord seeks in good faith to remove temporarily the unit from
25 housing use in order to be able to carry out capital improvements or rehabilitation work and

1 has obtained all the necessary permits on or before the date upon which notice to vacate is
2 given, and does so without ulterior reasons and with honest intent. Any tenant who vacates
3 the unit under such circumstances shall have the right to reoccupy the unit at the prior rent
4 adjusted in accordance with the provisions of this Chapter. The tenant will vacate the unit
5 only for the minimum time required to do the work. On or before the date upon which notice
6 to vacate is given, the landlord shall advise the tenant in writing that the rehabilitation or
7 capital improvement plans are on file with the Central Permit Bureau of the Department of
8 ((Public Works located at 450 McAllister Street)) Building Inspection and that arrangements
9 for reviewing such plans can be made with the Central Permit Bureau. In addition to the
10 above, no landlord shall endeavor to recover possession of any unit subject to a RAP loan as
11 set forth in Section 37.2(m) of this Chapter except as provided in Section 32.69 of the San
12 Francisco Administrative Code. The tenant shall not be required to vacate pursuant to this
13 Section 37.9(a)(11), for a period in excess of three months; provided, however, that such time
14 period may be extended by the Board or its hearing officers upon application by the landlord.
15 The Board shall adopt rules and regulations to implement the application procedure. Any
16 landlord who seeks to recover possession under this Section 37.9(a)(11) shall pay the tenant
17 actual costs up to \$1,000 for moving and relocation expenses not less than 10 days prior to
18 recovery of possession; or

19 (12) The landlord seeks to recover possession in good faith in order to carry
20 out substantial rehabilitation, as defined in Section 37.2(s), and has obtained all the necessary
21 permits on or before the date upon which notice to vacate is given, and does so without
22 ulterior reasons and with honest intent. Notwithstanding the above, no landlord shall
23 endeavor to recover possession of any unit subject to a RAP loan as set forth in Section
24 37.2(m) of this Chapter except as provided in Section 32.69 of the San Francisco
25 Administrative Code; or

1 (13) The landlord ((, who does not have cause to evict under any other
2 provision of this Section 37.9(a),)) wishes to withdraw from rent or lease all rental units within
3 any detached physical structure and, in addition, in the case of any detached physical
4 structure containing three or fewer rental units, any other rental units on the same lot, and
5 complies in full with Section 37.9A with respect to each such unit; provided, however, that a
6 unit classified as a residential unit under Chapter 41 of this Code which is vacated under this
7 Section 37.9(a)(13) may not be put to any use other than that of a residential hotel unit without
8 compliance with the provisions of Section 41.9 of this Code; or

9 (14) The landlord seeks in good faith to temporarily recover possession of the
10 unit for less than 30 days solely for the purpose of effecting lead remediation or abatement
11 work, as required by San Francisco Health Code Article 26. The relocation rights and
12 remedies, established by San Francisco Administrative Code Chapter 72, including but not
13 limited to, the payment of financial relocation assistance, shall apply to evictions under this
14 Section 37.9(a)(14).

15 (b) A landlord who resides in the same rental unit with his or her tenant may evict
16 said tenant without just cause as required under Section 37.9(a) above.

17 (c) A landlord shall not endeavor to recover possession of a rental unit unless at
18 least one of the grounds enumerated in Section 37.9(a) or (b) above is the landlord's
19 dominant motive for recovering possession and unless the landlord informs the tenant in
20 writing on or before the date upon which notice to vacate is given of the grounds under which
21 possession is sought and that advice regarding the notice to vacate is available from the
22 Residential Rent Stabilization and Arbitration Board, before endeavoring to recover
23 possession. A copy of all notices to vacate except three-day notices to vacate or pay rent and
24 a copy of any additional written documents informing the tenant of the grounds under which
25 possession is sought shall be filed with the Board within 10 days following service of the

1 notice to vacate. The District Attorney shall determine whether the units set forth on the list
2 compiled in accordance with Section 37.6(k) are still being occupied by the tenant who
3 succeeded the tenant upon whom the notice was served. In cases where the District Attorney
4 determines that Section 37.9(a)(8) has been violated, the District Attorney shall take whatever
5 action he deems appropriate under this Chapter or under State law.

6 (d) No landlord may cause a tenant to quit involuntarily or threaten to bring any
7 action to recover possession, or decrease any services, or increase the rent, or take any other
8 action where the landlord's dominant motive is retaliation for the tenant's exercise of any
9 rights under the law. Such retaliation shall be a defense to any action to recover possession.
10 In an action to recover possession of a rental unit, proof of the exercise by the tenant of rights
11 under the law within six months prior to the alleged act of retaliation shall create a rebuttable
12 presumption that the landlord's act was retaliatory.

13 (e) It shall be unlawful for a landlord or any other person who willfully assists the
14 landlord to endeavor to recover possession or to evict a tenant except as provided in Section
15 37.9(a) and (b). Any person endeavoring to recover possession of a rental unit from a tenant
16 or evicting a tenant in a manner not provided for in Section 37.9(a) or (b) without having a
17 substantial basis in fact for the eviction as provided for in Section 37.9(a) shall be guilty of a
18 misdemeanor and shall be subject, upon conviction, to the fines and penalties set forth in
19 Section 37.10. Any waiver by a tenant of rights under this Chapter shall be void as contrary to
20 public policy.

21 (f) Whenever a landlord wrongfully endeavors to recover possession or recovers
22 possession of a rental unit in violation of Sections 37.9 and/or 37.10 as enacted herein, the
23 tenant or Board may institute a civil proceeding for injunctive relief, money damages of not
24 less than three times actual damages, (including damages for mental or emotional distress),
25 and whatever other relief the court deems appropriate. In the case of an award of damages

1 for mental or emotional distress, said award shall only be trebled if the trier of fact finds that
2 the landlord acted in knowing violation of or in reckless disregard of Section 37.9 or 37.10A
3 herein. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant
4 to order of the court. The remedy available under this Section 37.9(f) shall be in addition to
5 any other existing remedies which may be available to the tenant or the Board.

6 (g) The provisions of this Section 37.9 shall apply to any rental unit as defined in
7 Sections 37.2(r)(4)(A) and 37.2(r)(4)(B), including where a notice to vacate/quit any such
8 rental unit has been served as of the effective date of this Ordinance No. 250-98, but where
9 any such rental unit has not yet been vacated or an unlawful detainer judgment has not been
10 issued as of the effective date of this Ordinance No. 250-98.

11 (h) With respect to rental units occupied by recipients of tenant-based rental
12 assistance, the notice requirements of this Section 37.9 shall be required in addition to any
13 notice required as part of the tenant-based rental assistance program, including but not limited
14 to the notice required under 24 CFR §982.311(e)(2)(ii).

15 (i) The following additional provisions shall apply to a landlord who seeks to
16 recover a rental unit by utilizing the grounds enumerated in Section 37.9(a)(8):

17 (1) A landlord may not recover possession of a unit from a tenant under
18 Section 37.9(a)(8) if the landlord has or receives notice, any time before recovery of
19 possession, that any tenant in the rental unit:

20 (A) Is 60 years of age or older and has been residing in the unit for 10
21 years or more; or

22 (B) Is disabled within the meaning of Section 37.9(i)(1)(B)(i) and has
23 been residing in the unit for 10 years or more, or is catastrophically ill within the meaning of
24 Section 37.9(i)(1)(B)(ii) and has been residing in the unit for five years or more:
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1 (i) A "disabled" tenant is defined for purposes of this Section
2 37.9(i)(1)(B) as a person who is disabled or blind within the meaning of the federal
3 Supplemental Security Income/California State Supplemental Program (SSI/SSP), and who is
4 determined by SSI/SSP to qualify for that program or who satisfies such requirements through
5 any other method of determination as approved by the Rent Board;

6 (ii) A "catastrophically ill" tenant is defined for purposes of this
7 Section 37.9(i)(1)(B) as a person who is disabled as defined by Section 37.9(i)(1)(B)(i), and
8 who is suffering from a life threatening illness as certified by his or her primary care physician.

9 (2) The foregoing provisions of Sections 37.9(i)(1)(A) and (B) shall not apply
10 where there is only one rental unit owned by the landlord in the building, or where each of the
11 rental units owned by the landlord in the same building where the landlord resides (except the
12 unit actually occupied by the landlord) is occupied by a tenant otherwise protected from
13 eviction by Sections 37.9(i)(1)(A) and (B) and where the landlord's qualified relative who will
14 move into the unit pursuant to Section 37.9(a)(8) is 60 years of age or older.

15 (3) The provisions established by this Section 37.9(i) include but are not
16 limited to, any rental unit where a notice to vacate/quit has been served as of the date this
17 amendment takes effect but where the rental unit has not yet been vacated or an unlawful
18 detainer judgment has not been issued.

19 (4) Within 30 days of personal service by the landlord of a written request, or,
20 at the landlord's option, a notice of termination of tenancy under 37.9(a)(8), the tenant must
21 submit a statement, with supporting evidence, to the landlord if the tenant claims to be a
22 member of one of the classes protected by Section 37.9(i). The written request or notice shall
23 contain a warning that a tenant's failure to submit a statement within the 30 day period shall
24 be deemed an admission that the tenant is not protected by Section 37.9(i). The landlord
25 shall file a copy of the request or notice with the Rent Board within ten days of service on the

1 tenant. A tenant's failure to submit a statement within the 30 day period shall be deemed an
2 admission that the tenant is not protected by Section 37.9(i). A landlord may challenge a
3 tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the
4 landlord's option, through commencement of eviction proceedings, including service of a
5 notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant
6 shall have the burden of proof to show protected status. No civil or criminal liability under
7 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a tenant's
8 claim of protected status.

9 (5) This Section 37.9(i) is severable from all other sections and shall be of no
10 force or effect if any temporary moratorium on owner/relative evictions adopted by the Board
11 of Supervisors after June 1, 1998 and before October 31, 1998 has been invalidated by the
12 courts in a final decision.

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16 **Section 2.** Chapter 37 of the San Francisco Administrative Code (Residential Rent
17 Stabilization and Arbitration Ordinance) is hereby amended by amending §37.9A, to read as
18 follows:

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20 **SEC. 37.9A. TENANT RIGHTS IN CERTAIN DISPLACEMENTS.**

21 (a) **Rent Allowed.** Any rental unit which a tenant vacates after receiving a
22 notice to quit relying on Section 37.9(a)(13) (withdrawal of rental units from rent or lease
23 under the Ellis Act, California Government Code Sections 7060 et seq.), if again offered for
24 rent or lease at any time, must be offered at a rent not greater than that which would have
25 been allowed had the prior tenant or tenants remained in continuous occupancy during the

1 entire period of the vacancy. If it is asserted that a rent increase or increases could have
2 taken place during the vacancy in question, the owner shall bear the burden of showing by a
3 preponderance of the evidence that the rent could have been legally increased during the
4 period. If it is asserted that the increase is based in whole or part on capital improvements,
5 rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to
6 the procedures of Section 37.7 of this Chapter. No increase shall be allowed on account of
7 any expense incurred in connection with withdrawing any unit from rent or lease.

8 **(b) Treatment of Replacement Units.** If one or more units covered by
9 Subsection (a) is demolished, and one or more new units qualifying as rental units under this
10 Chapter but for the date on which they first receive a certificate of final completion and
11 occupancy are constructed on the same property, and offered for rent or lease within five
12 years of the date the last of the original units became vacant, the newly constructed units shall
13 be offered at rents not greater than those reasonably calculated to produce a fair and
14 reasonable return on the newly constructed units, notwithstanding Section 37.2(((p)(6))) (r)(5)
15 or any other provision of this Chapter. The provisions of this Chapter shall thereafter apply.
16 The Board shall adopt rules for determining the rents necessary to provide a fair and
17 reasonable return.

18 **(c) Rights to Re-Rent.** Any owner who again offers for rent or lease any unit
19 covered by Subsection (a) shall first offer the unit for rent or lease to the tenants or lessees
20 displaced from the unit ((on the following conditions)) as follows:

21 (1) If any tenant or lessee has advised the owner in writing within 30 days of
22 displacement of his or her desire to consider an offer to renew the tenancy and has furnished
23 the owner with an address to which that offer is to be directed, the owner must make such an
24 offer whenever the unit is again offered for rent or lease within two years of withdrawal. That
25

1 tenant, lessee, or former tenant or lessee may advise the owner at any time of a change of
2 address to which an offer is to be directed.

3 (2) Notwithstanding Subsection (c)(1), ((l))if the unit is offered for rent or
4 lease ((is made)) within 10 years ((after the date on which the unit became vacant)) of
5 withdrawal, the owner ((must)) shall notify the Rent Board in writing of the intention to re-rent
6 the unit and make ((such)) an offer to the tenant or lessee whenever the tenant or lessee
7 requests the offer in writing within 30 days after the owner has notified the City of an intention
8 to ((offer)) re-rent the unit ((again for residential rent or lease pursuant to Subsection (g))). If
9 the unit is offered for rent or lease more than two years after the date the unit was withdrawn
10 from rent or lease, ((T))the owner shall be liable to any tenant or lessee who was displaced for
11 failure to comply with this Subsection (c)(2), for punitive damages in an amount which does
12 not exceed the contract rent for six months.

13 **(((d) (1) Acceptance of Re-Rental Offer.)) (3)** If ((the owner again offers
14 a rental unit for rent or lease, and)) any former tenant or lessee has ((advised the owner
15 pursuant to Subsection (c) of a desire to consider, or)) requested ((,)) an offer to renew the
16 tenancy, either directly to the landlord or after notice from the Rent Board, then the owner
17 shall offer to reinstitute a rental agreement or lease at rents permitted under Subsection (a)
18 and on terms equivalent to those available to that displaced tenant or lessee prior to
19 displacement. This offer shall be deposited in the United States mail, by registered or certified
20 mail with postage prepaid, addressed to the displaced tenant or lessee at the address
21 furnished to the owner as provided ((in Subsection (c))) by the tenant and shall describe the
22 terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the
23 offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the
24 acceptance in the United States mail by registered or certified mail with postage prepaid.

1 ~~((2))~~ (4) If more than one tenant or lessee attempts to accept the offer for a
2 given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances
3 have been received, and shall further advise each such tenant or lessee of the names and
4 addresses of the others. If all such tenants or lessees do not within 30 days thereafter agree
5 and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or
6 lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer.
7 If more than one eligible tenant or lessee initially occupied the unit on the same date, then the
8 first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be
9 entitled to occupy the unit.

10 ~~((e))~~ (d) **Re-Rental Within ~~((One))~~ Two Years.** If a unit covered by Subsection
11 (a) is offered for rent or lease within ~~((one))~~ two years ~~((after it became vacant))~~ of the date of
12 withdrawal:

13 (1) The owner shall be liable to any tenant or lessee who was displaced from
14 the property for actual and exemplary damages ~~((which were the proximate result of that~~
15 ~~displacement, as defined and limited by the standards for compensation or payments applied~~
16 ~~to public entities with respect to rental dwellings by Sections 7262 and 7264 of the California~~
17 ~~Government Code, and for punitive damages in an amount which does not exceed the~~
18 ~~contract rent for six months)). Any action by a tenant or lessee pursuant to this paragraph~~
19 ~~shall be brought within ~~((two))~~ three years of ~~((displacement))~~ withdrawal of the unit from rent
20 or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative
21 remedy available under the law.~~

22 (2) The City may institute a civil proceeding against the owner who has again
23 offered the unit for rent or lease, for exemplary damages for displacement of tenants or
24 lessees. ~~((The exemplary damages shall not exceed the contract rent for six months for any~~
25 ~~unit or units from which a tenant or lessee was displaced by withdrawal of the unit from rent or~~

1 lease.)) Any action by the City pursuant to this paragraph shall be brought within three years
2 of the withdrawal of the unit from rent or lease.

3 **((f)) (e) Payments to Low-Income, Elderly and Disabled Tenants.** Where a
4 landlord seeks eviction based upon Section 37.9(a)(13), the relocation payments described in
5 this Subsection shall be limited to tenants who are members of lower income households,
6 who are elderly, or who are disabled, as defined below.

7 (1) Tenants who are members of lower income households, as defined by
8 Section 50079.5 of the California Health and Safety Code, and who receive a notice to quit
9 based upon Section 37.9(a)(13), in addition to all rights under any other provisions of law,
10 shall be entitled to receive before vacating the premises the following sums:

11 (A) If the unit is a studio (one or two rooms), \$1,500; or

12 (B) If the unit is a one-bedroom (three rooms), \$1,750; or

13 (C) If the unit contains two or more separate bedrooms, \$2,500,

14 (2) With respect to ((Subparagraphs)) Subsections (e)(1)(A) - (C) above, the
15 Mayor's Office of Housing or its successor agency shall annually determine the income limits
16 for lower income households, adjusted for household size.

17 (3) Notwithstanding Subsection (e)(1), and irrespective of the size of the unit,
18 any tenant who receives a notice to quit under Section 37.9(a)(13) and who, at the time such
19 notice is served, is 62 years of age or older, or who is disabled within the meaning of Section
20 ((50072)) 12995.3 of the California ((Health and Safety)) Government Code, shall be entitled
21 to receive \$3,000.

22 (4) The payments due pursuant to this Subsection ((f)) (e) for any unit
23 which is occupied by more than one tenant shall be divided equally among all the occupying
24 tenants, excluding those tenants who are separately entitled to payments under Subsection
25 ((f)) (e)(3) above.

1 (5) Any notice to quit pursuant to Section 37.9(a)(13) shall notify the tenant
2 or tenants concerned of the right to receive payment under this Subsection and the amount of
3 payment which the landlord believes to be due.

4 ~~((g)(1))~~ **(f) Notice to Rent Board; Recordation of Notice; Effective Date of**
5 **Withdrawal.**

6 (1) Any owner who intends to withdraw from rent or lease any rental unit
7 shall notify the Rent Board in writing of said intention. Said notice shall contain statements,
8 under penalty of perjury, providing information on the number of residential units, the address
9 or location of those units, the name or names of the tenants or lessees of the units, and the
10 rent applicable to each residential rental unit. Said notice shall ~~((include a certification))~~ be
11 signed by all owners of record of the property under penalty of perjury and shall include a
12 certification that actions have been ~~((filed))~~ initiated as required by law to terminate ~~((all))~~
13 existing tenancies ~~((in the structure in question))~~ through service of a notice of termination of
14 tenancy. The notice must be served by certified mail or any other manner authorized by law
15 prior to delivery to the Rent Board of the notice of intent to withdraw the rental units.

16 Information respecting the name or names of the tenants, the rent applicable to any unit, or
17 the total number of units, is confidential and shall be treated as confidential information by the
18 City for purposes of the Information Practices Act of 1977, as contained in Chapter 1
19 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code. The City
20 shall, to the extent required by the preceding sentence, be considered an "agency," as defined
21 by Subdivision ~~((d))~~ (b) of Section 1798.3 of the Civil Code.

22 (2) Prior to the effective date of withdrawal of rental units under this Section,
23 ~~((T))~~ the owner shall cause to be recorded with the County Recorder a memorandum of the
24 notice required by Subsection (f)(1) summarizing its provisions, other than the confidential
25 provisions, in substantially the following form:

1 **Memorandum of Notice**
2 **Regarding Withdrawal of Rental Unit From Rent or Lease**

3 This memorandum evidences that the undersigned, as the owner(s) ((or
4 on behalf of the owner,)) of the property described in Exhibit A attached, has filed
5 a notice, whose contents are certified under penalty of perjury, stating the intent
6 to withdraw from rent or lease all units ((subject to existing tenancies)) at said
7 property, pursuant to San Francisco Administrative Code Section 37.9A(((g)))
8 and the Ellis Act (California Government Code Sections 7060 et seq.).

9
10 _____
(Signature)

11
12 (3) ((Where an owner satisfies the requirements of Subsections (g)(1) and
13 (g)(2))) For a notice of intent to withdraw rental units filed with the Rent Board on or before
14 December 31, 1999, ((T))the date on which the units are withdrawn from rent or lease for
15 purposes of this Chapter and the Ellis Act is 60 days from the delivery in person or by first-
16 class mail of the Subsection (f)(1) notice of intent to the ((public entity)) Rent Board.

17 (4) For a notice of intent to withdraw rental units filed with the Rent Board on
18 or after January 1, 2000, the date on which the units are withdrawn from rent or lease for
19 purposes of this Chapter and the Ellis Act is 120 days from the delivery in person or by first-
20 class mail of the Subsection (f)(1) notice of intent to the Rent Board. Except that, if the tenant
21 or lessee is at least 62 years of age or disabled as defined in Government Code §12955.3,
22 and has lived in his or her unit for at least one year prior to the date of delivery to the Rent
23 Board of the Subsection (f)(1) notice of intent to withdraw, then the date of withdrawal of the
24 unit of that tenant or lessee shall be extended to one year after the date of delivery of that
25 notice to the Rent Board, provided that the tenant or lessee gives written notice of his or her

1 entitlement to an extension of the date of withdrawal to the owner within 60 days of the date of
2 delivery to the Rent Board of the Subsection (f)(1) notice of intent to withdraw. In that
3 situation, the following provisions shall apply:

4 (A) The tenancy shall be continued on the same terms and conditions
5 as existed on the date of delivery to the Rent Board of the notice of intent to withdraw, subject
6 to any adjustments otherwise available under Administrative Code Chapter 37.

7 (B) No party shall be relieved of the duty to perform any obligation
8 under the lease or rental agreement.

9 (C) The owner may elect to extend the date of withdrawal on any other
10 units up to one year after date of delivery to the Rent Board of the Subsection (f)(1) notice of
11 intent to withdraw, subject to Subsections (f)(4)(A) and (B).

12 (D) Within 30 days of the notification by the tenant or lessee to the
13 owner of his or her entitlement to an extension of the date of withdrawal, the owner shall give
14 written notice to the Rent Board of the claim that the tenant or lessee is entitled to stay in their
15 unit for one year after the date of delivery to the Rent Board of the Subsection (f)(1) notice of
16 intent to withdraw.

17 (E) Within 90 days of the date of delivery to the Rent Board of the
18 notice of intent to withdraw, the owner shall give written notice to the Rent Board and the
19 affected tenant or lessee of the owner's election to extend the date of withdrawal and the new
20 date of withdrawal under Subsection 37.9A(f)(4)(C).

21 ((4)) (5) Within 15 days of delivery of a Subsection (f)(1) notice of intent to
22 the Rent Board, ((T))the owner shall ((notify)) provide notice to any tenant or lessee to be
23 displaced ((that)) of the following:

24 (A) That the ((City)) Rent Board has been notified pursuant to
25 Subsection ((g)) (f)(1) ((, that)) ,

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

3 (C) ((t)) The amount of rent the owner specified in the notice to the
4 Rent Board ((, together with a notice to)) ;

5 (D) ((t)) The tenant's or lessee's ((of his or her)) rights to reoccupancy
6 and to relocation assistance under Subsections 37.9A(((f)(1))) (c) and (e) ((of this Section));
7 and,

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

11 (((5)) The owner shall notify the Board in writing of any intention to again offer
12 for rent or lease any rental unit as to which notice was given under Subsection (g)(1), or which
13 is covered by Subsection (a).)

14 (6) Within 30 days after the effective date of withdrawal of rental units under
15 this Section 37.9A, the Rent Board shall record a notice of constraints with the County
16 Recorder which describes the property and the dates of applicable restrictions on the property
17 under this Section.

18 (((h))) (g) **Successor Owners.** The provisions of this Section 37.9A shall apply to
19 the owner of a rental unit at the time displacement of a tenant or tenants is initiated and to any
20 successor in interest of the owner, subject to the provisions of Chapter 12.75 of Division 7 of
21 Title 1 of the California Government Code (Sections 7060 et seq.).

22 (((i)(1))) (h) **Reports Required.**

23 (1) Not later than the last day of the third and sixth calendar months following
24 the month in which notice is given to the Board under Subsection (((g))) (f)(1), and thereafter
25 not later than December 31st of each calendar year for a period of five years, beginning with

1 the year in which the six-month notice is given, the owner of any property which contains or
2 formerly contained one or more rental units which a tenant or tenants vacated pursuant to
3 Section 37.9(a)(13) shall notify the Board, in writing, under penalty of perjury, for each such
4 unit:

- 5 (A) Whether the unit has been demolished;
- 6 (B) If the unit has not been demolished, whether it is in use;
- 7 (C) If it is in use, whether it is in residential use;
- 8 (D) If it is in residential use, the date the tenancy began, the name of
9 the tenant(s), and the amount of rent charged.

10 If the unit has been demolished, and one or more new units constructed on the
11 lot, the owner shall furnish the information required by items (B), (C) and (D) for each new
12 unit. The Board shall maintain a record of the notices received under Subsection ((g)) (f) and
13 all notices received under this Section for each unit subject to this reporting requirement.

14 (2) The Board shall notify each person who is reported as having become a
15 tenant in a vacated or new unit subject to the reporting requirements of Subsection (h)(1) that
16 it maintains the records described in Subsection (h)(1), and that the rent of the unit may be
17 restricted pursuant to Subsection (a) ((of this Section)).

18 (3) The Board shall maintain a register of all rental units withdrawn from rent
19 or lease under the Ellis Act and the rent applicable to each unit at the time of withdrawal. The
20 Board shall inform tenants displaced from units withdrawn from rent or lease at the address
21 provided by the tenant, when the owner notifies the Board that the unit or replacement unit will
22 again be offered for rent or lease within ten years of the date of withdrawal.

23 (4) The Board may investigate whether a rental unit that was withdrawn from
24 rent or lease has been again offered for rent or lease, and whether the owner has complied
25 with the provisions of this Section.

1 ~~((j))~~ **(i)** This Section 37.9A is enacted principally to exercise specific authority
2 provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code,
3 ~~((as))~~ originally enacted by Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California
4 Government Code Sections 7060 et seq.). In the case of any amendment to Chapter 12.75 or
5 any other provision of State law which amendment is inconsistent with this Section, this
6 Section shall be deemed to be amended to be consistent with State law, and to the extent it
7 cannot be so amended shall be interpreted to be effective as previously adopted to the
8 maximum extent possible.

9
10
11
12 **Section 3. SEVERABILITY.** If any part or provision of this Ordinance, or the application
13 thereof to any person or circumstance, is held invalid, the remainder of this Ordinance,
14 including the application of such part or provision to other persons or circumstances, shall not
15 be affected thereby and shall continue in full force and effect. To this end, provisions of this
16 Ordinance are severable.

17
18
19
20 APPROVED AS TO FORM:
21 LOUISE H. RENNE, City Attorney

22 By: 
23 MARIE CORLETT BLITS
24 Deputy City Attorney
25



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails

Ordinance

File Number: 991265

Date Passed:

Ordinance amending Chapter 37 of the San Francisco Administrative Code ("Residential Rent Stabilization and Arbitration Ordinance") to further implement and conform to the Ellis Act (California Government Code Sections 7060 et seq., which provides owner rights to withdraw units from Residential Rental): by amending Section 37.9(a)(13) to remove the provision that the landlord not have other cause under Section 37.9(a) in order to evict under Section 37.9(a)(13); and by amending Section 37.9A to specify additional requirements of notice of withdrawal to the Rent Board and affected tenants, to expand the minimum period between notice and actual withdrawal of a unit from 60 days to 1 year for elderly tenants (age 62 or over) and disabled tenants (as defined in Government Code Section 12955.3) who timely notify the owner of their status, to expand the minimum period between notice and actual withdrawal from 60 days to 120 days for all other tenants, to require Rent Board recordation of a notice of constraints with the County Recorder, to require a register of all units withdrawn, to provide for compliance status investigation, to specify additional requirements for notice/offering the unit to displaced tenants if the unit is again offered for rent or lease within 10 years, and to expand the time from two years to three years for tenants (including former tenants) to sue the owner(s) for violation; and with technical nonsubstantive changes to identify the Central Permit Bureau as part of the Department of Building Inspection (Section 37.9(a)(11)), to further identify the Ellis Act, and to conform to related renumbering within Section 37.9A.

December 13, 1999 Board of Supervisors — PASSED, ON FIRST READING

Ayes: 10 - Becerril, Bierman, Brown, Katz, Kaufman, Leno, Newsom, Teng, Yaki, Yee

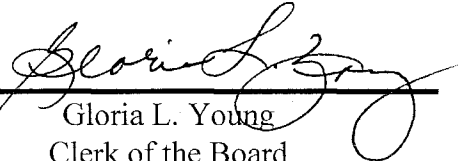
Absent: 1 - Ammiano

December 20, 1999 Board of Supervisors — FINALLY PASSED

Ayes: 11 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Newsom, Teng, Yaki, Yee

File No. 991265

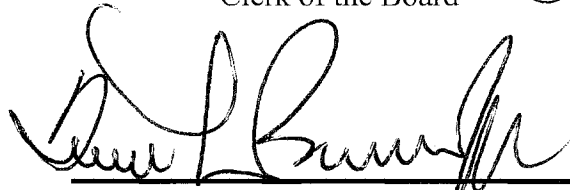
I hereby certify that the foregoing Ordinance
was **FINALLY PASSED** on December 20,
1999 by the Board of Supervisors of the City
and County of San Francisco.



Gloria L. Young
Clerk of the Board

DEC 30 1999

Date Approved



Mayor Willie L. Brown Jr.