[Residential Rent Control Rights to Specific Number of Occupants, Subletting, Assignment]

AMENDING THE SAN FRANCISCO RESIDENTIAL RENT STABILIZATION AND
ARBITRATION ORDINANCE (ADMINISTRATIVE CODE CHAPTER 37) BY AMENDING THE
DEFINITION OF "HOUSING SERVICES" IN SECTION 37.2(g) TO INCLUDE RIGHTS
PERMITTED THE TENANT BY AGREEMENT, INCLUDING THE RIGHT TO HAVE A
SPECIFIC NUMBER OF OCCUPANTS IN A UNIT, WHETHER EXPRESS OR IMPLIED, AND
WHETHER OR NOT THE AGREEMENT PROHIBITS SUBLETTING OR ASSIGNMENT; BY
AMENDING SECTION 37.9(a)(2) TO PROVIDE THAT, NOTWITHSTANDING ANY LEASE
PROVISION TO THE CONTRARY, THE LANDLORD SHALL NOT ENDEAVOR TO
RECOVER POSSESSION OF THE RENTAL UNIT AS A RESULT OF SUBLETTING BY THE
TENANT IF THE LANDLORD HAS UNREASONABLY WITHHELD THE RIGHT TO SUBLET
FOLLOWING WRITTEN NOTICE FROM THE TENANT, SO LONG AS THE TENANT
CONTINUES TO RESIDE IN THE UNIT AND THE SUBLET CONSTITUTES A ONE-FOR-
ONE REPLACEMENT OF THE DEPARTING TENANT(S); AND EXPRESSING THE BOARD
OF SUPERVISORS INTENT THAT RENT BOARD RULES AND REGULATIONS
REGARDING SUBLETTING CONSENT PROCEDURES BE SUBSTANTIALLY APPLIED TO
THIS LEGISLATION.

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

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

Supervisors Leno, Bierman

BOARD OF SUPERVISORS
BOARD OF SUPERVISORS
Section 1. Chapter 37 of the San Francisco Administrative Code is hereby amended by amending Section 37.2(g), to read as follows:

SEC. 37.2. DEFINITIONS. (a) Base Rent. (1) That rent which is charged a tenant upon initial occupancy plus any rent increase allowable and imposed under this Chapter; provided, however, that base rent shall not include increases imposed pursuant to Section 37.7 below or utility passthroughs or general obligation bond passthroughs pursuant to Section 37.2(o) below. Base rent for tenants of RAP rental units in areas designated on or after July 1, 1977, shall be that rent which was established pursuant to Section 32.73-1 of the San Francisco Administrative Code. Rent increases attributable to the Chief Administrative Officer's amortization of a RAP loan in an area designated on or after July 1, 1977, shall not be included in the base rent.

(2) From and after the effective date of this Ordinance, the base rent for tenants occupying rental units which have received certain tenant-based or project-based rental assistance shall be as follows:

(A) With respect to tenant-based rental assistance:

(i) For any tenant receiving tenant-based rental assistance as of the effective date of this Ordinance (except where the rent payable by the tenant is a fixed percentage of the tenant's income, such as in the Section 8 certificate program and the rental subsidy program for the HOPWA program), and continuing to receive tenant-based rental assistance following the effective date of this Ordinance, the base rent for each unit occupied by such a tenant shall be the rent payable for that unit under the Housing Assistance Payments contract, as amended, between the San Francisco Housing Authority and the landlord (the "HAP Contract") with respect to that unit immediately prior to the effective date of this Ordinance (the "HAP Contract Rent").
(ii) For any tenant receiving tenant-based rental assistance (except where the rent payable by the tenant is a fixed percentage of the tenant's income, such as in the Section 8 certificate program and the rental subsidy program for the HOPWA program), and commencing occupancy of a rental unit following the effective date of this Ordinance, the base rent for each unit occupied by such a tenant shall be the HAP Contract Rent in effect as of the date the tenant commences occupancy of such unit.

(iii) For any tenant whose tenant-based rental assistance terminates or expires, for whatever reason, following the effective date of this Ordinance, the base rent for each such unit following expiration or termination shall be the HAP Contract Rent in effect for that unit immediately prior to the expiration or termination of the tenant-based rental assistance.

(B) For any tenant occupying a unit upon the expiration or termination, for whatever reason, of a project-based HAP Contract under Section 8 of the United States Housing Act of 1937 (42 USC §1437f, as amended), the base rent for each such unit following expiration or termination shall be the "contract rent" in effect for that unit immediately prior to the expiration or termination of the project-based HAP Contract.

(C) For any tenant occupying a unit upon the prepayment or expiration of any mortgage insured by the United States Department of Housing and Urban Development ("HUD"), including but not limited to mortgages provided under Sections 221(d)(3), 221(d)(4) and 236 of the National Housing Act (12 USC §1715z-1), the base rent for each such unit shall be the "basic rental charge" (described in 12 USC 1715z-1(f), or successor legislation) in effect for that unit immediately prior to the prepayment of the mortgage, which charge excludes the "interest reduction payment" attributable to that unit prior to the mortgage prepayment or expiration.

(b) Board. The Residential Rent Stabilization and Arbitration Board.

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(c) Capital Improvements. Those improvements which materially add to the value of
the property, appreciably prolong its useful life, or adapt it to new uses, and which may be
amortized over the useful life of the improvement of the building.

(d) CPI. Consumer Price Index for all Urban Consumers for the San Francisco-
Oakland Metropolitan Area, U.S. Department of Labor.

(e) Energy Conservation Measures. Work performed pursuant to the requirements
of Article 12 of the San Francisco Housing Code.

(f) Hearing Officer. A person, designated by the Board, who arbitrates rental
increase disputes.

(g) Housing Services. Services provided by the landlord connected with the use or
occupancy of a rental unit including, but not limited to repairs, replacement,
maintenance, painting, light, heat, water, elevator service, laundry
facilities and privileges, janitor service, refuse removal, furnishings,
television, parking; rights permitted the tenant by agreement, including the right to
have a specific number of occupants, whether express or implied, and whether or not the
agreement prohibits subletting and/or assignment; and any other benefits, privileges or
facilities.

(h) Landlord. An owner, lessor, sublessor, who receives or is entitled to receive rent
for the use and occupancy of any residential rental unit or portion thereof in the City and
County of San Francisco, and the agent, representative or successor of any of the foregoing.

(i) Member. A member of the Residential Rent Stabilization and Arbitration Board.

(l) RAP. Residential Rehabilitation Loan Program (Chapter 32, San Francisco
Administrative Code).

(m) RAP Rental Units. Residential dwelling units subject to RAP loans pursuant to
Chapter 32, San Francisco Administrative Code.
(n) Real Estate Department. A city department in the City and County of San Francisco.

(o) Rehabilitation Work. Any rehabilitation or repair work done by the landlord with regard to a rental unit, or to the common areas of the structure containing the rental unit, which work was done in order to be in compliance with State or local law, or was done to repair damage resulting from fire, earthquake or other casualty or natural disaster.

(p) Rent. The consideration, including any bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a rental unit, or the assignment of a lease for such a unit, including but not limited to monies demanded or paid for parking, furnishing, food service, housing services of any kind, or subletting.

(q) Rent Increases. Any additional monies demanded or paid for rent as defined in item (p) above, or any reduction in housing services without a corresponding reduction in the monies demanded or paid for rent; provided, however, that (1) where the landlord has been paying the tenant's utilities and cost of those utilities increase, the landlord's passing through to the tenant of such increased costs does not constitute a rent increase; and (2) where there has been a change in the landlord's property tax attributable to a ballot measure approved by the voters between November 1, 1996, and November 30, 1998, the landlord's passing through of such increased costs in accordance with this Chapter does not constitute a rent increase.

(r) Rental Units. All residential dwelling units in the City and County of San Francisco together with the land and appurtenant buildings thereto, and all housing services, privileges, furnishings and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities. The term shall not include:

(1) Housing accommodations in hotels, motels, inns, tourist houses, rooming and boarding houses, provided that at such time as an accommodation has been occupied by
a tenant for 32 continuous days or more, such accommodation shall become a rental unit
subject to the provisions of this Chapter; provided further, no landlord shall bring an action to
recover possession of such unit in order to avoid having the unit come within the provisions of
this Chapter. An eviction for a purpose not permitted under Section 37.9(a) shall be deemed
to be an action to recover possession in order to avoid having a unit come within the
provisions of this Chapter;

(2) Dwelling units in nonprofit cooperatives owned, occupied and controlled
by a majority of the residents or dwelling units solely owned by a nonprofit public benefit
corporation governed by a board of directors the majority of which are residents of the
dwelling units and where it is required in the corporate by-laws that rent increases be
approved by a majority of the residents;

(3) Housing accommodation in any hospital, convent, monastery, extended
care facility, asylum, residential care or adult day health care facility for the elderly which must
be operated pursuant to a license issued by the California Department of Social Services, as
required by California Health and Safety Chapters 3.2 and 3.3; or in dormitories owned and
operated by an institution of higher education, a high school, or an elementary school;

(4) Except as provided in Subsections (A) and (B), dwelling units whose
 rents are controlled or regulated by any government unit, agency or authority, excepting those
unsubsidized and/or unassisted units which are insured by the United States Department of
Housing and Urban Development; provided, however, that units in unreinforced masonry
buildings which have undergone seismic strengthening in accordance with Building Code
Chapters 14 and 15 shall remain subject to the Rent Ordinances to the extent that the
ordinance is not in conflict with the seismic strengthening bond program or with the program's
loan agreements or with any regulations promulgated thereunder;
(A) For purposes of Sections 37.2, 37.3(a)(10)(A), 37.4, 37.5, 37.6, 37.9, 37.9A, 37.10A, 37.11A and 37.13, and the arbitration provisions of Sections 37.8 and 37.8A applicable only to the provisions of Section 37.3(a)(10)(A), the term “rental units” shall include units occupied by recipients of tenant-based rental assistance where the tenant-based rental assistance program does not establish the tenant’s share of base rent as a fixed percentage of a tenant’s income, such as in the Section 8 voucher program and the “Over-FMR Tenancy” program defined in 24 CFR §982.4;

(B) For purposes of Sections 37.2, 37.3(a)(10)(B), 37.4, 37.5, 37.6, 37.9, 37.9A, 37.10A, 37.11A and 37.13, the term “rental units” shall include units occupied by recipients of tenant-based rental assistance where the rent payable by the tenant under the tenant-based rental assistance program is a fixed percentage of the tenant’s income; such as in the Section 8 certificate program and the rental subsidy program for the Housing Opportunities for Persons with Aids (“HOPWA”) program (42 U.S.C. §12901 et seq., as amended).

(5) Rental units located in a structure for which a certificate of occupancy was first issued after the effective date of this ordinance, except as provided in Section 37.9A(b) of this Chapter;

(6) Dwelling units in a building which has undergone substantial rehabilitation after the effective date of this ordinance; provided, however, that RAP rental units are not subject to this exemption.

(s) Substantial Rehabilitation. The renovation, alteration or remodeling of residential units of 50 or more years of age which have been condemned or which do not qualify for certificates of occupancy or which require substantial renovation in order to conform the building to contemporary standards for decent, safe and sanitary housing. Substantial rehabilitation may vary in degree from gutting and extensive reconstruction to extensive rehabilitation.
improvements that cure substantial deferred maintenance. Cosmetic improvements alone such as painting, decorating and minor repairs, or other work which can be performed safely without having the unit vacated do not qualify as substantial rehabilitation.

(t) Tenant. A person entitled by written or oral agreement, sub-tenancy approved by the landlord, or by sufferance, to occupy a residential dwelling unit to the exclusion of others.

(u) Tenant-Based Rental Assistance. Rental assistance provided directly to a tenant or directly to a landlord on behalf of a particular tenant, which includes but shall not be limited to certificates and vouchers issued pursuant to Section 8 of the United States Housing Act of 1937, as amended (42 U.S.C. §1437f) and the HOPWA program.

(v) Utilities. The term "utilities" shall refer to gas and electricity exclusively.
Section 2. Chapter 37 of the San Francisco Administrative Code is hereby amended by adding Section 37.9(a), to read as follows:

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

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

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

2. The tenant has violated a lawful obligation or covenant of tenancy other than the obligation to surrender possession upon proper notice and failure to cure such violation after having received written notice thereof from the landlord, provided further that notwithstanding any lease provision to the contrary, a landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld the right to sublet following a written request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenant(s). If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant’s written request, the tenant’s request shall be deemed approved by the landlord; or

3. The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or tenants in the building, and the nature of such nuisance, damage or interference is specifically stated by the landlord in the writing as required by Section 37.9(c); or
(4) The tenant is using or permitting a rental unit to be used for any illegal purpose; or

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

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

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

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

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

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

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

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

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

(v) It shall be rebuttably presumed that the landlord has not acted in good faith if the landlord or relative for whom the tenant was evicted does not move into the rental unit within three months and occupy said unit as that person’s principal residence for a minimum of 36 consecutive months;
(vi) Once a landlord has successfully recovered possession of a rental unit pursuant to Section 37.9(a)(8)(i), then no other current or future landlords may recover possession of any other rental unit in the building under Section 37.9(a)(8)(i). It is the intention of this section that only one specific unit per building may be used for such occupancy under Section 37.9(a)(8)(i) and that once a unit is used for such occupancy, all future occupancies under Section 37.9(a)(8)(i) must be of that same unit, provided that a landlord may file a petition with the Rent Board, or at the landlord's option, commence eviction proceedings, claiming that disability or other similar hardship prevents him or her from occupying a unit which was previously occupied by the landlord.

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

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

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

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

(12) The landlord seeks to recover possession in good faith in order to carry
out substantial rehabilitation, as defined in Section 37.2(s), and has obtained all the necessary
permits on or before the date upon which notice to vacate is given, and does so without
ulterior reasons and with honest intent. Notwithstanding the above, no landlord shall
endeavor to recover possession of any unit subject to a RAP loan as set forth in Section
37.2(m) of this Chapter except as provided in Section 32.69 of the San Francisco
Administrative Code; or
(13) The landlord, who does not have cause to evict under any other provision of this Section 37.9(a), wishes to withdraw from rent or lease all rental units within any detached physical structure and, in addition, in the case of any detached physical structure containing three or fewer rental units, any other rental units on the same lot, and complies in full with Section 37.9A with respect to each such unit; provided, however, that a unit classified as a residential unit under Chapter 41 of this Code which is vacated under this Section 37.9(a)(13) may not be put to any use other than that of a residential hotel unit without compliance with the provisions of Section 41.9 of this Code; or

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

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

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

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

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

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

(f) Whenever a landlord wrongfully endeavors to recover possession or recovers
possession of a rental unit in violation of Sections 37.9 and/or 37.10 as enacted herein, the
tenant or Board may institute a civil proceeding for injunctive relief, money damages of not
less than three times actual damages, (including damages for mental or emotional distress),
and whatever other relief the court deems appropriate. In the case of an award of damages
for mental or emotional distress, said award shall only be trebled if the trier of fact finds that
the landlord acted in knowing violation of or in reckless disregard of Section 37.9 or 37.10A
herein. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant
to order of the court. The remedy available under this Section 37.9(f) shall be in addition to
any other existing remedies which may be available to the tenant or the Board.

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

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

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

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

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

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

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

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

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

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

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

Section 3. It is the intent of the Board of Supervisors that the provisions (as modified from 
time to time) of Residential Rent Stabilization and Arbitration Board Rules and Regulations 
§6.15(c) regarding consent procedures in subletting also substantially apply to this legislation, 
and that the Rent Board amend its Rules and Regulations as necessary to so provide.

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By: Deputy City Attorney

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Ordinance amending Administrative Code (Residential Rent Stabilization and Arbitration Ordinance) by amending the definition of "Housing Services" in Section 37.2(g) to include rights permitted the tenant by agreement, including the right to have a specific number of occupants in a unit, whether express or implied, and whether or not the agreement prohibits subletting or assignment; and by amending Section 37.9(a)(2) to provide that, notwithstanding any lease provision to the contrary, the landlord shall not endeavor to recover possession of the rental unit as a result of subletting by the tenant if the landlord has unreasonably withheld the right to sublet following written notice from the tenant, so long as the tenant continues to reside in the unit and the sublet constitutes a one-for-one replacement of the departing tenant(s); and expressing the Board of Supervisors intent that rent board rules and regulations regarding subletting consent procedures be substantially applied to this legislation.

August 9, 1999 Board of Supervisors — AMENDED
Ayes: 6 - Ammiano, Becerril, Bierman, Brown, Leno, Yaki
Absent: 1 - Teng
Excused: 4 - Katz, Kaufman, Newsom, Yee

August 9, 1999 Board of Supervisors — NOT AMENDED
Ayes: 2 - Becerril, Yaki
Noes: 4 - Ammiano, Bierman, Brown, Leno
Absent: 1 - Teng
Excused: 4 - Katz, Kaufman, Newsom, Yee

August 9, 1999 Board of Supervisors — NOT AMENDED
Ayes: 3 - Becerril, Brown, Yaki
Noes: 3 - Ammiano, Bierman, Leno
Absent: 1 - Teng
Excused: 4 - Katz, Kaufman, Newsom, Yee

August 9, 1999 Board of Supervisors — PASSED ON FIRST READING AS AMENDED
Ayes: 6 - Ammiano, Becerril, Bierman, Brown, Leno, Yaki
Absent: 1 - Teng
Excused: 4 - Katz, Kaufman, Newsom, Yee
August 16, 1999 Board of Supervisors — FINALLY PASSED
Ayes: 6 - Ammiano, Becerril, Bierman, Brown, Leno, Yaki
Absent: 1 - Teng
Excused: 4 - Katz, Kaufman, Newsom, Yee

File No. 990168

I hereby certify that the foregoing Ordinance was FINALLY PASSED on August 16, 1999 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

Date Approved

August 30, 1999

I hereby certify that the foregoing ordinance, not being signed by the Mayor within the time limit as set forth in Section 3.103 of the Charter, became effective without his approval in accordance with the provision of said Section 3.103 of the Charter.

Gloria L. Young
Clerk of the Board

File No.
990168