[Residential Rent Control, Further Conforming To and Implementing the Ellis Act]

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 §§7060 et seq., WHICH PROVIDES OWNER RIGHTS TO
WITHDRAW UNITS FROM RESIDENTIAL RENTAL): BY AMENDING §37.9(a)(13) TO
REMOVE THE PROVISION THAT THE LANDLORD NOT HAVE OTHER CAUSE UNDER
§37.9(a) IN ORDER TO EVICT UNDER §37.9(a)(13); AND BY AMENDING §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 §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REQUIRE A REGISTER OF ALL UNITS WITHDRAWN, TO PROVIDE FOR COMPLIANCE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 (§37.9(a)(11)), TO FURTHER IDENTIFY THE
ELLIS ACT, AND TO CONFORM TO RELATED RENUMBERING WITHIN §37.9A.
Be it ordained by the People of the City and County of San Francisco:

Section 1. Chapter 37 of the San Francisco Administrative Code (Residential Rent Stabilization and Arbitration Ordinance) is hereby amended by amending §37.9(a)(13), 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; 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 Section 37.9(a)(8)(i). For purposes of this Section 37.9(a)(8)(i), 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
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

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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)) Building Inspection 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

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(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 notice.
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

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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/quint 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:

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1 (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.

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

SEC. 37.9A. TENANT RIGHTS IN CERTAIN DISPLACEMENTS.

(a) Rent Allowed. Any rental unit which a tenant vacates after receiving a notice to quit relying on Section 37.9(a)(13) (withdrawal of rental units from rent or lease under the Ellis Act, California Government Code Sections 7060 et seq.), if again offered for rent or lease at any time, must be offered at a rent not greater than that which would have been allowed had the prior tenant or tenants remained in continuous occupancy during the
entire period of the vacancy. If it is asserted that a rent increase or increases could have
taken place during the vacancy in question, the owner shall bear the burden of showing by a
preponderance of the evidence that the rent could have been legally increased during the
period. If it is asserted that the increase is based in whole or part on capital improvements,
rehabilitation or substantial rehabilitation, the owner must petition the Rent Board pursuant to
the procedures of Section 37.7 of this Chapter. No increase shall be allowed on account of
any expense incurred in connection with withdrawing any unit from rent or lease.

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

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

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

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

(((d) (1) Acceptance of Re-Rental Offer.)) (3) If ((the owner again offers a rental unit for rent or lease, and)) any former tenant or lessee has ((advised the owner pursuant to Subsection (c) of a desire to consider, or)) requested ((,)) an offer to renew the tenancy, either directly to the landlord or after notice from the Rent Board, then the owner shall offer to reinstate a rental agreement or lease at rents permitted under Subsection (a) and on terms equivalent to those available to that displaced tenant or lessee prior to displacement. This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant or lessee at the address furnished to the owner as provided ((in Subsection (c))) by the tenant and shall describe the terms of the offer. The displaced tenant or lessee shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.
If more than one tenant or lessee attempts to accept the offer for a given unit, the landlord shall notify each tenant or lessee so accepting that other acceptances have been received, and shall further advise each such tenant or lessee of the names and addresses of the others. If all such tenants or lessees do not within 30 days thereafter agree and notify the landlord of which tenant(s) or lessee(s) will reoccupy the unit, the tenant(s) or lessee(s) who first occupied the unit previously shall be entitled to accept the landlord's offer. If more than one eligible tenant or lessee initially occupied the unit on the same date, then the first such tenant or lessee to have originally sent notice accepting the landlord's offer shall be entitled to occupy the unit.

Re-Rental Within 2 Two Years. If a unit covered by Subsection (a) is offered for rent or lease within 2 two years ((after it became vacant)) of the date of withdrawal:

(1) The owner shall be liable to any tenant or lessee who was displaced from the property for actual and exemplary damages ((which were the proximate result of that displacement, as defined and limited by the standards for compensation or payments applied to public entities with respect to rental dwellings by Sections 7262 and 7264 of the California Government Code, and for punitive damages in an amount which does not exceed the contract rent for six months)). Any action by a tenant or lessee pursuant to this paragraph shall be brought within 3 three years of ((displacement)) withdrawal of the unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(2) The City may institute a civil proceeding against the owner who has again offered the unit for rent or lease for exemplary damages for displacement of tenants or lessees. ((The exemplary damages shall not exceed the contract rent for six months for any unit or units from which a tenant or lessee was displaced by withdrawal of the unit from rent or lease).
lease.}) Any action by the City pursuant to this paragraph shall be brought within three years
of the withdrawal of the unit from rent or lease.

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

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

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

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

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

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

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

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

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

(((g)(1))) Notice to Rent Board: Recordation of Notice: Effective Date of Withdrawal.

(1) Any owner who intends to withdraw from rent or lease any rental unit shall notify the Rent Board in writing of said intention. Said notice shall contain statements, under penalty of perjury, providing information on the number of residential units, the address or location of those units, the name or names of the tenants or lessees of the units, and the rent applicable to each residential rental unit. Said notice shall (include a certification) be signed by all owners of record of the property under penalty of perjury and shall include a certification that actions have been (filed) initiated as required by law to terminate (all) existing tenancies (in the structure in question) through service of a notice of termination of tenancy. The notice must be served by certified mail or any other manner authorized by law prior to delivery to the Rent Board of the notice of intent to withdraw the rental units. Information respecting the name or names of the tenants, the rent applicable to any unit, or the total number of units, is confidential and shall be treated as confidential information by the City for purposes of the Information Practices Act of 1977, as contained in Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code. The City shall, to the extent required by the preceding sentence, be considered an "agency," as defined by Subdivision (((d))) (b) of Section 1798.3 of the Civil Code.

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

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Memorandum of Notice
Regarding Withdrawal of Rental Unit From Rent or Lease

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

(Signature)

(3) For a notice of intent to withdraw rental units filed with the Rent Board on or before December 31, 1999, the date on which the units are withdrawn from rent or lease for purposes of this Chapter and the Ellis Act is 60 days from the delivery in person or by first-class mail of the Subsection (f)(1) notice of intent to the ((public entity)) Rent Board.

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

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

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

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

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

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

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

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

(A) That the Rent Board has been notified pursuant to
Subsection (((g))) (f)(1) .
That the notice to the Rent Board specified the name and the
amount of rent paid by the tenant or lessee as an occupant of the rental unit ((, and of)) ;

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

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

and,

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

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

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

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

Reports Required.

(1) Not later than the last day of the third and sixth calendar months following
the month in which notice is given to the Board under Subsection (((g))) (f)(1), and thereafter
not later than December 31st of each calendar year for a period of five years, beginning with
the year in which the six-month notice is given, the owner of any property which contains or
formerly contained one or more rental units which a tenant or tenants vacated pursuant to
Section 37.9(a)(13) shall notify the Board, in writing, under penalty of perjury, for each such
unit:

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

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

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

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

(4) The Board may investigate whether a rental unit that was withdrawn from
rent or lease has been again offered for rent or lease, and whether the owner has complied
with the provisions of this Section.
This Section 37.9A is enacted principally to exercise specific authority
provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code,
(originally enacted by Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California
Government Code Sections 7060 et seq.). In the case of any amendment to Chapter 12.75 or
any other provision of State law which amendment is inconsistent with this Section, this
Section shall be deemed to be amended to be consistent with State law, and to the extent it
cannot be so amended shall be interpreted to be effective as previously adopted to the
maximum extent possible.

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

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

By: ____________________________
MARIE CORLETT BLITS
Deputy City Attorney

San Francisco Residential Rent Stabilization and Arbitration Board
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/offer ing 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
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

Date Approved

DEC 30 1999

Mayor Willie L. Brown Jr.