ABOUT THE SPEAKERS

CAROLYN GOLD

Cary has been the Supervising Attorney of the Justice and Diversity Center of the The Bar Association of San Francisco’s downtown office’s Landlord/Tenant and Tort projects since 2006. Cary has more than 25 years of litigation experience and was in private practice handling landlord/tenant and real estate cases before coming to JDC. A trained mediator, Cary serves as Judge Pro Tem for the San Francisco Superior Court. Before entering the legal field Cary was a public school teacher. She is a graduate of the University of Michigan at Ann Arbor and she earned her J.D. from U.C. Hastings College of the Law.

KAVITA SHARMA

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Kavita has been practicing for 12 years focusing on litigation of property disputes including landlord/tenant, partition actions, fair housing/discrimination, easement, non-disclosure and HOA litigation.

Kavita has spoken on numerous MCLE programs including most recently “What Every San Francisco Practitioner Needs to Know about Unpermitted Units” in October 2017 for BASF and “Insurance Coverage Issue in Real Property Cases” at the 2016 Annual Meeting of the State Bar. She has also given landlord/tenant seminars to brokers, property managers and owners. From 2013-2015, Kavita served as an update author for the CEB California Landlord-Tenant Practice Guide.

Kavita is currently a member of the Executive Committee of the Real Property Section of the San Francisco Bar Association.
DAVE WASSERMAN

Dave Wasserman is currently a landlord Rent Board Commissioner, having been appointed in January of 2015 by the late Mayor Ed Lee. Dave is currently in his first year of the master’s degree program in real estate at Georgetown University. He is also building, from the ground up, a 68-unit low to moderate income residential apartment project in Woodland, CA with his cousin. Dave sits on the board of directors for the San Francisco Apartment Association and is vice-president of the Coalition for Better Housing, a lobbying group for the City’s landlords. Dave co-owns and operates a number of apartment buildings throughout town with his brother, including a 25-unit BMR project that services elderly and disabled tenants. To pay the bills, he practices law with Daniel Stern representing local management companies.

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Andrew Wiegel has specialized in real estate litigation and alternative dispute resolution since 1977. His experience includes decades of litigation, extensive involvement in client risk management, and personal involvement in real estate development and construction work.

Andrew has been voted onto the “Superlawyers” list every year since the survey began in 2004. He has been AV rated by Martindale Hubbell for decades. He is a coauthor of California Real Property Remedies and Damages, second edition, and California Landlord-Tenant Practice, second edition, both published by Continuing Education of the Bar (CEB) of the Regents of the University of California.

Andrew is a member, co-founder and past chair of the Real Estate Law Section of the Bar Association of San Francisco. He is also a member of the Real Estate Section of the State Bar of California and many industry groups including the San Francisco Apartment Association, the Coalition for Better Housing and the Professional Property Management Association of San Francisco.
2018 RECENT DEVELOPMENTS AND HOT TOPICS IN SAN FRANCISCO LANDLORD-TENANT LAW PRACTICE

I. RENT BOARD

A. OMI Amendments

Amendments Taking Effect 8/27/17
– Clarifies what kind of evidence is relevant towards proving that a landlord did not perform an OMI eviction in good faith.

– Extends the statute of limitations for a wrongful eviction lawsuit following an OMI eviction from one to five years.

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– Strengthens existing law regarding misdemeanor prosecutions by the District Attorney.

– Allows a tenant who was charged excess rent during the five-year period following an OMI notice to sue the landlord for treble damages and/or injunctive relief.

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   c. 1355 Post Street, Landlord Petition

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A. Separate relocation payment for minors living with parents


   2. YES: Ordinance § 37.9A(e)(3): Requires a landlord to calculate Ellis Act relocation benefits based on all lawful occupants in the unit regardless of age.

B. Recent Ellis Act UD jury trial (Judge Ullmer) – Tenants prevail because landlord failed to honor certain terms of tenancy after termination notice was served. Hilaly v. Allen; SF Superior Case

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What immediate repeal would mean for owners of pre-1979 single-family homes and condominiums with post-January 1, 1996 tenancies, the ability of local jurisdictions to pass vacancy control measures, and the possibility that municipalities may extend rent control to new construction.

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Summary: Landlord issues a Costa-Hawkins rent increase notice. Tenant files a petition at the SF Rent Board. Landlord files a declaratory relief action in superior court to have the issue adjudicated in that forum. Tenant responds with a demurrer without leave to amend motion, which D501 grants. The First District DCA reverses in this unpublished decision, holding that in very limited circumstances, like when discovery is needed, the superior court is the appropriate forum to hear and decide the issue of whether the landlord is entitled to an unlimited rent increase under law.


Summary: A former tenant sued his landlord for fraud and various other claims on the theory that the landlord, in breach of his fiduciary duty as a real estate broker, duped the tenant into signing a lease while misrepresenting it to be an installment sale contract. The trial court granted summary judgment to the landlord on the basis that the fraud-in-the-inducement theory was decided in the landlord's separate unlawful detainer action and that therefore, under the doctrine of collateral estoppel, the tenant was barred from relitigating that theory. The Court of Appeal affirmed.
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Summary: The trial court entered judgment in favor of the city, finding that the landlord had violated a settlement agreement and permanently enjoining the landlord from terminating certain tenancies. The trial court also awarded liquidated damages and attorney fees to the city. The Court of Appeal affirmed in part, reversed in part, and remanded. The court found case law barring contractual waivers of the Ellis Act's requirements to be inapplicable because the settlement agreement mandated Ellis Act compliance.

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Summary: Ellis Act relocation expenses. Admin. Code, § 37.9A, subd. (e)(3)(E.) established an enhanced payout as the “Rental Payment Differential.” This was challenged as being in conflict with the limitations established in the Ellis Act. Judge Quichay ruled the relocation payment requirement to be in conflict with the Ellis Act and pre-empted. The court of appeal affirmed.

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Summary: The purchaser of a property at a trustee's sale filed an unlawful detainer action against the occupant of the property. The trial court found that the occupant's property lease was subordinate to the deed of trust the property owner had given a bank as security for a loan and was extinguished by the trustee's sale. The court also found that the purchaser's notice to quit, which it served on the occupant the day after it purchased the property but before recording title to the property, was valid. The Court of Appeal affirmed the judgment.


Summary: Tenant successfully sued his vexatious litigant landlord (and the landlord's wife) for wrongful eviction and related claims. The tenant obtained an award of compensatory and punitive damages (as well as costs and attorney's fees). Affirmed
on appeal. With respect to punitive damages, the most important factor is the degree of reprehensibility of the defendant's conduct, considering the following factors: (1) the harm caused was physical as opposed to economic; (2) the tortious conduct evinced an indifference to or a reckless disregard of the health or safety of others; (3) the target of the conduct had financial vulnerability; (4) the conduct involved repeated actions or was an isolated incident; and (5) the harm was the result of intentional malice, trickery, or deceit, or was mere accident.


Summary: In a malicious prosecution action arising out of prior unlawful detainer lawsuits, the trial court granted a motion for judgment on the pleadings as to two of the prior defendants. The trial court rejected the prior defendants' argument that the unlawful detainer court's ruling in their favor was a product of the prior plaintiffs' fraud, finding no evidence to back up that argument. The Court of Appeal affirmed the judgment. The court held that where a plaintiff brings a lawsuit against a defendant, and the trial court denies a motion by the defendant for summary judgment or for nonsuit made after the plaintiff's case-in-chief, or the trier of fact returns a verdict for the plaintiff, that ruling or verdict establishes as a matter of law that the plaintiff had probable cause to bring its lawsuit and precludes a subsequent claim against the plaintiff for maliciously prosecuting that lawsuit, even if the trier of fact later rules for the defendant or the verdict is later overturned.


Summary: Landlord was planning to sell her rental property and served a written request for information pursuant to S.F. Admin. Code §37.9(i)(4). Tenant claimed he was a protected tenant based on his disability. Landlord filed a lawsuit seeking, among other things, a judicial declaration that the tenant was not disabled. Tenant filed a special motion to strike the complaint, which the trial court denied finding that information provided in an estoppel certificate by a tenant was not protected activity for purposes of the anti-SLAPP statute. The Court of Appeal affirmed rejecting tenant’s argument that his disability claim was a legally required prerequisite to preserving an affirmative defense in an unlawful detainer action. Landlord had not served tenant with a termination notice or otherwise indicate she intended to evict him. The mere possibility that a new owner might seek to evict the tenant was not sufficient to show litigation was anticipated or under serious consideration when he made his disability claim.


Summary: Subtenant sued landlords and tenants for contract and tort claims based on their efforts to terminate the sub-tenancy. The parties entered into a settlement
agreement which had a confidentiality provision with a $15,000 liquidated damages penalty for breach. The settlement agreement also provided that the parties would request the superior court to retain jurisdiction pursuant to section 664.6, and that the court could set aside the dismissals upon the request of either party. The parties dismissed the case. After the dismissal, subtenant sought to enforce the agreement alleging that the landlord breached the confidentiality provision by filing a copy with the Rent Board. Judge Quidachay heard the motion on the merits and denied the subtenant’s motion. Subtenant appealed and the Court of Appeal reversed finding that the court lacked jurisdiction to even hear the motion because the parties did not specifically request the court retain jurisdiction before dismissing the case nor seek to set aside the dismissal.

C. Appellate Division


Summary: The trial court entered a default judgment against tenants in an unlawful detainer proceeding. Appellate Division reversed, holding that an order restricting a responsive pleading to only an answer was improper because the tenants had the right to file a demurrer before filing an answer. The tenants’ motion to quash and the denial of their petition for writ of mandate challenging the ruling on the motion to quash extended their time to plead, with further extensions for notice by mail, and from a Saturday to a Monday. The tenants had until the end of Monday to respond to the complaint, and the trial court erred by entering a default judgment prematurely on that day, which it could not do before the time to file an answer or demurrer expired.


Summary: The trial court conducted a court trial over the tenants' objection in an unlawful detainer action on the affirmative defense of breach of the warranty of habitability, found no substantial breach, and ruled in favor of the landlord. Appellate Division reversed, holding that the tenants could not be denied their right to a jury trial on factual issues regarding whether a substantial breach of the warranty of habitability occurred and, if so, the reasonable rental value of the premises while uninhabitable. Denying the tenants their statutory right to trial by jury was reversible error per se because there was no opportunity meaningfully to assess the outcome that would have resulted in the absence of the error, and thus the tenants did not need to show actual prejudice, notwithstanding the particulars of the evidence presented in the court trial regarding breach of the warranty of habitability.

Summary: In an unlawful detainer action, the trial court entered judgment in favor of the tenants, finding that although they did not pay September rent, they had mailed their payment as directed by the landlord and the payment was not received through no fault of their own. Appellate Division affirmed the judgment. When a tenant mails rent at a landlord's direction and, through no fault of the tenant, the landlord does not receive it, the tenant is not in default in the payment of rent in an unlawful detainer action. Pursuant to Civ. Code section' 1476, the tenants' obligation to pay the September rent was extinguished by the mailing of the money order. The landlord's direction to pay exclusively by mail shifted the risk of loss onto the landlord, and therefore the tenants were not in default.

VI. NEW STATE LEGISLATION

A. Marijuana Use

Proposition 64 legalizes the lawful sale of recreational marijuana in California. The proposition expressly allows owners of private property to prohibit any of the actions related to marijuana otherwise permitted by the initiative.

B. Bedbugs

Effective July 2017, California landlords must follow new guidelines for bed bugs. The state ordinance adopts some of the San Francisco ordinance that has been in effect since 2012. Specifically, in the new law:

- Landlords must provide a lease addendum with education about bed bugs.
- Landlords are prevented from showing or renting a vacant unit if there’s an active infestation.
- Landlords are not allowed to retaliate against a tenant who has reported an infestation by trying to evict the tenant.
- Landlords are not required to inspect for bed bugs if they haven’t seen them or received a tenant complaint. If there is an inspection, landlords are required to notify tenants of the findings within two days.
- Tenants are required to cooperate with the inspection and treatment of bed bugs.

C. Immigrant Tenant Protection Act (AB 291)

AB 291, or the Immigrant Tenant Protection Act, which prevents rental housing providers from using an individual’s immigration status against tenants.
Under pre-existing California Law, it was not permissible for landlords to inquire as to a tenant’s immigration status, but AB 291 was designed to address the unfortunate acts of intimidation some owners have used to influence tenants to vacate the unit or face being reported to immigration authorities. It adds greater teeth to anti-discrimination laws for renters that are already on the books. Specifically, AB 291:

- Prohibits landlords from threatening to report tenants to immigration authorities, whether in retaliation for engaging in legally-protected activities or to influence them to vacate.
- Bars landlords from disclosing information related to tenants’ immigration status.
- Provides tenants the right to sue landlords who report them to immigration authorities.
- Codifies an existing defense to unlawful evictions based on immigration status.
- Prohibits questions about tenants’ immigration status in discovery or at trial.
- Prohibits attorneys from reporting, or threatening to report, the immigration status of persons involved in housing cases.
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Summary: Tenant successfully sued his vexatious litigant landlord (and the landlord's wife) for wrongful eviction and related claims. The tenant obtained an award of compensatory and punitive damages (as well as costs and attorney's fees). Affirmed
on appeal. With respect to punitive damages, the most important factor is the degree of reprehensibility of the defendant's conduct, considering the following factors: (1) the harm caused was physical as opposed to economic; (2) the tortious conduct evinced an indifference to or a reckless disregard of the health or safety of others; (3) the target of the conduct had financial vulnerability; (4) the conduct involved repeated actions or was an isolated incident; and (5) the harm was the result of intentional malice, trickery, or deceit, or was mere accident.


Summary: In a malicious prosecution action arising out of prior unlawful detainer lawsuits, the trial court granted a motion for judgment on the pleadings as to two of the prior defendants. The trial court rejected the prior defendants' argument that the unlawful detainer court's ruling in their favor was a product of the prior plaintiffs' fraud, finding no evidence to back up that argument. The Court of Appeal affirmed the judgment. The court held that where a plaintiff brings a lawsuit against a defendant, and the trial court denies a motion by the defendant for summary judgment or for nonsuit made after the plaintiff's case-in-chief, or the trier of fact returns a verdict for the plaintiff, that ruling or verdict establishes as a matter of law that the plaintiff had probable cause to bring its lawsuit and precludes a subsequent claim against the plaintiff for maliciously prosecuting that lawsuit, even if the trier of fact later rules for the defendant or the verdict is later overturned.


Summary: Landlord was planning to sell her rental property and served a written request for information pursuant to S.F. Admin. Code §37.9(i)(4). Tenant claimed he was a protected tenant based on his disability. Landlord filed a lawsuit seeking, among other things, a judicial declaration that the tenant was not disabled. Tenant filed a special motion to strike the complaint, which the trial court denied finding that information provided in an estoppel certificate by a tenant was not protected activity for purposes of the anti-SLAPP statute. The Court of Appeal affirmed rejecting tenant’s argument that his disability claim was a legally required prerequisite to preserving an affirmative defense in an unlawful detainer action. Landlord had not served tenant with a termination notice or otherwise indicate she intended to evict him. The mere possibility that a new owner might seek to evict the tenant was not sufficient to show litigation was anticipated or under serious consideration when he made his disability claim.


Summary: Subtenant sued landlords and tenants for contract and tort claims based on their efforts to terminate the sub-tenancy. The parties entered into a settlement
agreement which had a confidentiality provision with a $15,000 liquidated damages penalty for breach. The settlement agreement also provided that the parties would request the superior court to retain jurisdiction pursuant to section 664.6, and that the court could set aside the dismissals upon the request of either party. The parties dismissed the case. After the dismissal, subtenant sought to enforce the agreement alleging that the landlord breached the confidentiality provision by filing a copy with the Rent Board. Judge Quidachay heard the motion on the merits and denied the subtenant’s motion. Subtenant appealed and the Court of Appeal reversed finding that the court lacked jurisdiction to even hear the motion because the parties did not specifically request the court retain jurisdiction before dismissing the case nor seek to set aside the dismissal.

C. Appellate Division


Summary: The trial court entered a default judgment against tenants in an unlawful detainer proceeding. Appellate Division reversed, holding that an order restricting a responsive pleading to only an answer was improper because the tenants had the right to file a demurrer before filing an answer. The tenants’ motion to quash and the denial of their petition for writ of mandate challenging the ruling on the motion to quash extended their time to plead, with further extensions for notice by mail, and from a Saturday to a Monday. The tenants had until the end of Monday to respond to the complaint, and the trial court erred by entering a default judgment prematurely on that day, which it could not do before the time to file an answer or demurrer expired.


Summary: The trial court conducted a court trial over the tenants' objection in an unlawful detainer action on the affirmative defense of breach of the warranty of habitability, found no substantial breach, and ruled in favor of the landlord. Appellate Division reversed, holding that the tenants could not be denied their right to a jury trial on factual issues regarding whether a substantial breach of the warranty of habitability occurred and, if so, the reasonable rental value of the premises while uninhabitable. Denying the tenants their statutory right to trial by jury was reversible error per se because there was no opportunity meaningfully to assess the outcome that would have resulted in the absence of the error, and thus the tenants did not need to show actual prejudice, notwithstanding the particulars of the evidence presented in the court trial regarding breach of the warranty of habitability.

Summary: In an unlawful detainer action, the trial court entered judgment in favor of the tenants, finding that although they did not pay September rent, they had mailed their payment as directed by the landlord and the payment was not received through no fault of their own. Appellate Division affirmed the judgment. When a tenant mails rent at a landlord's direction and, through no fault of the tenant, the landlord does not receive it, the tenant is not in default in the payment of rent in an unlawful detainer action. Pursuant to Civ. Code section' 1476, the tenants' obligation to pay the September rent was extinguished by the mailing of the money order. The landlord's direction to pay exclusively by mail shifted the risk of loss onto the landlord, and therefore the tenants were not in default.

VI. NEW STATE LEGISLATION

A. Marijuana Use

Proposition 64 legalizes the lawful sale of recreational marijuana in California. The proposition expressly allows owners of private property to prohibit any of the actions related to marijuana otherwise permitted by the initiative.

B. Bedbugs

Effective July 2017, California landlords must follow new guidelines for bed bugs. The state ordinance adopts some of the San Francisco ordinance that has been in effect since 2012. Specifically, in the new law:

- Landlords must provide a lease addendum with education about bed bugs.
- Landlords are prevented from showing or renting a vacant unit if there’s an active infestation.
- Landlords are not allowed to retaliate against a tenant who has reported an infestation by trying to evict the tenant.
- Landlords are not required to inspect for bed bugs if they haven’t seen them or received a tenant complaint. If there is an inspection, landlords are required to notify tenants of the findings within two days.
- Tenants are required to cooperate with the inspection and treatment of bed bugs.

C. Immigrant Tenant Protection Act (AB 291)

AB 291, or the Immigrant Tenant Protection Act, which prevents rental housing providers from using an individual’s immigration status against tenants.
Under pre-existing California Law, it was not permissible for landlords to inquire as to a tenant’s immigration status, but AB 291 was designed to address the unfortunate acts of intimidation some owners have used to influence tenants to vacate the unit or face being reported to immigration authorities. It adds greater teeth to anti-discrimination laws for renters that are already on the books. Specifically, AB 291:

- Prohibits landlords from threatening to report tenants to immigration authorities, whether in retaliation for engaging in legally-protected activities or to influence them to vacate.
- Bars landlords from disclosing information related to tenants’ immigration status.
- Provides tenants the right to sue landlords who report them to immigration authorities.
- Codifies an existing defense to unlawful evictions based on immigration status.
- Prohibits questions about tenants’ immigration status in discovery or at trial.
- Prohibits attorneys from reporting, or threatening to report, the immigration status of persons involved in housing cases.
THIS NOTICE ("Notice") SUPERSEDES AND REPLACES ANY AND ALL NOTICE(S) TO TERMINATE TENANCY PREVIOUSLY SERVED UPON YOU.

NOTICE TO TERMINATE TENANCY

[Owner Move-In]

To [NAMES OF TENANTS], and any and all named and unnamed tenants/subtenants/occupants in possession or claiming a right to possession of the below-described residential real property:

PLEASE TAKE NOTICE THAT YOU ARE HEREBY required to remove from and deliver up possession of the residential rental property now held and occupied by you to [name of landlord] (the "landlord"), who is located at [address of landlord], and who is authorized to receive the same, being those premises situated in the City of San Francisco, County of San Francisco, State of California, commonly known as and located at [address of rental unit to be occupied], with all common areas, storage spaces and garage spaces (the "subject premises"), with the total current base monthly rental amount of $__________, (effective as of ________, 2018). You must deliver up possession of the subject premises at or before the end of the day on [date], 2018, which is not less than sixty (60) days after service of this NOTICE is completed upon you.

This Notice is intended for the purpose of terminating your written month-to-month rental agreement by which you now hold possession of the subject premises, and should you fail to comply, legal proceedings will be instituted against you to recover possession, to declare said rental agreement forfeited, and to recover damages for the period of the unlawful detention. Please note: Rent is due through the date of termination of the tenancy.

Please see the attached hereto as Exhibit 1 the "Notice to Tenant Required by Rent Ordinance Section 37.9(c)."

The landlord has complied with the San Francisco Administrative Code Chapter 37 ("Residential Rent Stabilization and Arbitration Ordinance" or the "Rent Ordinance"), Sections 37.9(a) (8), 37.9(i), and 37.9B, inclusive, enacted in 1979 and amended thereafter, in that:

The landlord owns a _________ percent fee interest in the subject premises which is a [description of real property]. The landlord’s current percentage of ownership interest in the subject premises was recorded with the San Francisco County Recorder’s Office on [date of recordation].

The landlord seeks to recover possession of the subject premises in good faith, without ulterior reasons and with honest intent, for the use and occupancy of the landlord. The landlord intends to reside in the subject premises as his/her principal place of residence, for a period of at least thirty-six (36) continuous months, and must move into the subject premises within three (3) months of the date you actually vacate the subject premises.

Notice to Terminate Tenancy (OWNER MOVE-IN)
The landlord is acting in good faith, with honest intent, and without ulterior motive by way of commencing this proceeding, and has complied with the provisions of San Francisco Administrative Code section ("Section") 37.9(a)(8)(i) et seq. and all other mandates of state and local law.

Evidence that the landlord has not acted in good faith may include, but is not limited to, any of the following: (1) the landlord has failed to file this Notice with the Rent Board as required by Section 37.9(c)(2); (2) the landlord did not move into the subject premises within three months after the landlord recovered possession and then occupy it as the landlord’s principal place of residence for a minimum of 36 consecutive months; (3) the landlord lacks a legitimate, bona fide reason for not moving into the subject premises within three months after the recovery of possession and/or they occupying the subject premises as the landlord’s principal place of residence for a minimum of 36 consecutive months; (4) the landlord did not file a statement of occupancy with the Rent Board as required by Section 37.9(a)(8)(vii) (for landlords who recover possession of a rental unit on or after January 1, 2018); (5) the landlord violated Section 37.9B by renting the subject premises to a new tenant at a rent greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the subject premises remained subject to the Rent Ordinance; (6) the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8) for a different unit and has not sought a rescission or withdrawal of that notice; (7) the landlord has recovered possession of multiple rental units in the same building within 180 days of the service of the notice to vacate pursuant to Ordinance Section 37.9(a)(8); and/or (8) the landlord completed buyout negotiations as defined in Ordinance Section 37.9E(c) with any other tenant(s) in the building. See Rent Board Rules and Regulations Section 12.14(e).

The landlord’s dominant motive for serving this Notice is owner move-in under Rent Ordinance Section 37.9(a)(8).

Please note that 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 subject premises. Provided further, if a non-comparable unit becomes available before the recovery of possession, the landlord shall offer that unit to you.

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/her from occupying a unit which was previously occupied by the landlord.
PLEASE NOTE THE FOLLOWING RESTRICTIONS PROHIBITING OWNER MOVE-IN EVICTIONS OF CERTAIN TENANTS: 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 5 years or more. A disabled tenant is defined for purpose 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. 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.

The foregoing provisions of Section 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.

Under Section 37.9 (i)(4), you have thirty (30) days after service of this notice upon you in which to invoke the protection of Section 37.9 (i). To invoke the protection of Section 37.9 (i), you must, within 30 days after service of this notice upon you, submit a statement, with supporting evidence, to the landlord that you claim to be a member of one of the classes protected by Section 37.9 (i). **WARNING:** Your failure to submit a statement within the 30-day period shall be deemed an admission that you are not protected by Section 37.9 (i). The landlord may challenge your claim of protected status either by requesting a hearing with the Rent Board or, at the landlord’s option, through commencement of eviction proceedings. In the Rent Board hearing or the eviction action, you shall have the burden of proof to show protected status. **PLEASE CONSIDER THE ABOVE STATEMENT AND WARNING TO CONSTITUTE THE LANDLORD’S NOTIFICATION TO YOU UNDER RENT ORDINANCE SECTION 37.9(i).**

PLEASE NOTE THE FOLLOWING INFORMATION PROHIBITING OWNER MOVE-IN EVICTIONS OF HOUSEHOLDS WITH A CHILD UNDER THE AGE OF 18 DURING THE SCHOOL YEAR, EXCEPT BY AN OWNER MOVING IN WITH A CHILD AND EXCEPT WHERE THE OWNER ONLY OWNS ONE UNIT IN THE BUILDING: Pursuant to Section 37.9(j) of the Rent Ordinance, it shall be a defense to an eviction under Rent Ordinance Section 37.9(a)(8) if any tenant in the
rental unit has a custodial or family relationship with a child under the age of 18 who is residing in the unit, the tenant with the custodial or family relationship has resided in the unit for 12 months or more, and the effective date of the notice of termination falls during the school year. The term “school year” as used in Section 37.9(j) means the first day of instruction for the Fall Semester through the last day of instruction for the Spring Semester, as posted on the San Francisco Unified School District website for each year. The foregoing provision of Section 37.9(j) shall not apply where there is only one rental unit owned by the landlord in the building, or where the owner who will move into the unit pursuant to a Section 37.9(a)(8) eviction has a custodial or family relationship with a child under the age of 18 who will reside in the unit with the owner. Within 30 days of service of this notice upon you, you must, to invoke the protections of Section 37.9(j), submit a statement with supporting evidence to the landlord, if you claim to be a member of the class protected from eviction by Section 37.9(j). WARNING: A tenant’s failure to submit a statement within the 30 day period shall be deemed an admission that the tenant is not protected from eviction by Section 37.9(j). Please note that the 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 eviction action, the tenant shall have the burden of proof to show protected status. For purposes of Section 37.9(j), the term “custodial relationship” means that the person is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or that the person has provided full-time custodial care of the child pursuant to an agreement with the child’s legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child’s lifetime, whichever is less. The term “family relationship” means that the person is the parent, grandparent, brother, sister, aunt or uncle of the child, or the spouse or domestic partner of such relations. PLEASE CONSIDER THE ABOVE STATEMENT AND WARNING TO CONSTITUTE THE LANDLORD’S NOTIFICATION TO YOU UNDER RENT ORDINANCE SECTION 37.9(j).

As required by Rent Ordinance Section 37.9B(c)(6) and Rent Board Rules and Regulations Section 12.14(b), the following is an explanation of your rights:

(a) Any rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9(a)(8), and which is subsequently no longer occupied as a principal residence by the landlord or the landlord's grandparent, parent, child, grandchild, brother, sister, or the landlord's spouse, or the spouses of such relations must, if offered for rent during the five-year period following service of the notice to quit under Section 37.9(a)(8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to this Chapter 37. If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to this Chapter, the landlord shall bear the burden of proving that the rent could have
been legally increased during that period. If it is asserted that the increase is
based in whole or in part upon any grounds other than that set forth in Section
37.3(a)(1), the landlord must petition the Rent Board pursuant to the
procedures of this Chapter. Displaced tenants shall be entitled to participate in
and present evidence at any hearing held on such a petition. Tenants displaced
pursuant to Section 37.9(a)(8) shall make all reasonable efforts to keep the
Rent Board apprised of their current address. The Rent Board shall provide
notice of any proceedings before the Rent Board to the displaced tenant at the
last address provided by the tenant. No increase shall be allowed on account
of any expense incurred in connection with the displacement of the tenant.

(b) (1) For notices to vacate served before January 1, 2018, any landlord who,
within three years of the date of service of the notice to quit, offers for rent or lease any
unit in which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer
the unit for rent or lease to the tenants displaced in the same manner as provided for in
Sections 37.9A(c) and (d).

(2) For notices to vacate served on or after January 1, 2018, any landlord
who, within five years of the date of service of the notice to quit, offers for rent or lease any
unit in which the possession was recovered pursuant to Section 37.9(a)(8) shall first offer
the unit for rent or lease to the tenants displaced, by mailing a written offer to the
address that the tenant has provided to the landlord. If the tenant has not provided the
landlord a mailing address, the landlord shall mail the offer to the address on file with the
Rent Board, and if the Rent Board does not have an address on file, then to the unit from
which the tenant was displaced and to any other physical or electronic address of the
tenant of which the landlord has actual knowledge. The landlord shall file a copy of the
offer with the Rent Board within 15 days of the offer. The tenant shall have 30 days from
receipt of the offer to notify the landlord of acceptance or rejection of the offer and, if
accepted, shall reoccupy the unit within 45 days of receipt of the offer.

(c) In addition to complying with the requirements of Section 37.9(a)(8), an
owner who endeavors to recover possession under Section 37.9(a)(8) shall inform the
tenant of the following information in writing and file a copy with the Rent Board within
10 days after service of the notice to vacate, together with a copy of the notice to vacate
and proof of service upon the tenant;

(1) The identity and percentage of ownership of all persons holding a full
or partial percentage ownership in the property;

(2) The dates the percentages of ownership were recorded;

(3) The name(s) of the landlord endeavoring to recover possession and, if
applicable, the names(s) and relationship of the relative(s) for whom possession is being
sought and a description of the current residence of the person(s) for possession is being
sought;
(4) A description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's relative for whom possession is being sought;

(5) The current rent for the unit and a statement that if the unit is offered for rent during the five-year period following service of the notice to vacate under Section 37.9(a)(8), the tenant has the right to re-rent the unit at the same rent, as adjusted by Ordinance Section 37.9(B)(a);

(6) The contents of Section 37.9B, by providing a copy of same;

(7) The right the tenant(s) may have to relocation costs under Ordinance Section 37.9C, the amount of those relocation costs, and a copy of Section 37.9C;

(8) A declaration executed by the landlord under penalty of perjury stating:

(i) the reason why the landlord or relative is moving from his/her current residence to the unit for which possession is being sought;

(ii) that the landlord seeks to recover possession of the unit in good faith, without ulterior reasons and with honest intent, for use or occupancy as the principal residence of the landlord or the landlord's relative (identified by name and relation to the landlord), for a period of at least 36 continuous months, as set forth in Ordinance Sections 37.9(a)(8)(i) and (ii);

(iii) whether the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8) for a different unit; and.

(iv) whether the landlord has recovered possession of other rental units in the City and County of San Francisco for any reason under Ordinance Section 37.9(a) other than nonpayment of rent in which the tenant displaced from such rental unit had resided for at least 36 consecutive months;

(9) A warning that the tenant must submit a statement to the landlord within 30 days of service of the notice to vacate, with supporting evidence, if the tenant claims to be a member of a protected class under Ordinance Sections 37.9(i) or (j), and the failure to do so shall be deemed an admission that the tenant is not protected by Sections 37.9(i) or (j);

(10) A form prepared by the Rent Board stating that a tenant’s failure to timely act in response to a notice to vacate may result in a lawsuit by the landlord to evict the tenant, and that advice regarding the notice to vacate is available from the Rent Board, and that the tenant may be eligible for affordable housing programs through the Mayor’s Office of Housing and Community Development; and,
(11) A blank change of address form prepared by the Rent Board that the tenant can use to keep the Rent Board apprised of any future change of address.

(d) The landlord shall pay relocation expenses as provided in Section 37.9C.

(e) Within 30 days after the effective date of a written notice to vacate that is filed with the Rent Board under Section 37.9B(c) the Rent Board shall record a notice of constraints with the County Recorder identifying each unit on the property that is the subject of the Section 37.9B(c) notice to vacate, stating the nature and dates of applicable restrictions under Section 37.9(a)(8) and 37.9B. For notices to vacate filed under Section 37.9B(c) on or after January 1, 2018, the Rent Board shall also send a notice to the unit that states the maximum rent for that unit under Sections 37.9(a)(8) and 37.9B, and shall send an updated notice to the unit 12 months, 24 months, 36 months, 48 months and 60 months thereafter, or within 30 days of such date. If a notice of constraints is recorded but the tenant does not vacate the unit, the landlord may apply to the Rent Board for a rescission of the recorded notice of constraints. The Rent Board shall not be required to send any further notices to the unit pursuant to this subsection (e) if the constraints on the unit are rescinded.”

PLEASE NOTE: Attached hereto as Exhibit 2 is a blank change of address form entitled the “Notice of Tenant’s Change of Address Following Owner or Relative Move-In Eviction” prepared by the Rent Board which you may use to communicate your change of address to the Rent Board.

You may have the right to relocation payments as set forth in Rent Ordinance Section 37.9C, which provides as follows:

“(a) Definitions.

(1) Covered No-Fault Eviction Notice. For purposes of this section 37.9C, a Covered No-Fault Eviction Notice shall mean a notice to quit based upon Section 37.9(a)(8), (10), (11), or (12). [However, effective January 1, 2013, the amount of relocation payments for temporary displacement of a tenant under Section 37.9(a)(11) for less than 20 days is governed by California Civil Code Section 1947.9 and not by this Section.]

(2) Eligible Tenant. For purposes of this section 37.9C, an Eligible Tenant shall mean any authorized occupant of a rental unit, regardless of age, who has resided in the unit for 12 or more months.

(b) Each Eligible Tenant who receives a Covered No-Fault Eviction Notice, in addition to all rights under any other provision of law, shall be entitled to receive relocation expenses from the landlord, in the amounts specified in section 37.9C(e).

(c) On or before the date of service of a Covered No-Fault Eviction Notice, the landlord shall notify all occupant(s) in the unit in writing of the right to receive
payment under this section 37.9C and the amount of that relocation and shall provide a copy of section 37.9C. Such notification shall include a statement describing the additional relocation expenses available for Eligible Tenants who are senior or disabled and for households with children. The landlord shall file a copy of this notification with the Rent Board within 10 days after service of the notice, together with a copy of the notice to vacate and proof of service upon the tenant.

(d) A landlord who pays relocation expenses as required by this section in conjunction with a notice to quit need not pay relocation expenses with any further notices to quit based upon the same just cause under Section 37.9(a) for the same unit that are served within 180 days of the notice that included the required relocation payment. The relocation expenses contained herein are separate from any security or other refundable deposits as defined in California [Civil] Code Section 1950.5. Further, payment or acceptance of relocation expenses shall not operate as a waiver of any rights a tenant may have under law.

(e) Relocation expenses shall be:

(1) Each Eligible Tenant receiving a Covered No-Fault Eviction Notice shall receive $4,500, $2,250 of which shall be paid at the time of the service of the notice to quit, and $2,250 of which shall be paid when the unit is vacated. In no case, however, shall the landlord be obligated under this section 37.9C(e)(1) to provide more than $13,500 in relocation expenses to all Eligible Tenants in the same unit.

(2) In addition, each Eligible Tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one Eligible Tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of $3,000.00, $1,500.00 of which shall be paid within fifteen (15) calendar days of the landlord’s receipt of written notice from the Eligible Tenant of entitlement to the relocation payment along with supporting evidence, and $1,500 of which shall be paid when the Eligible Tenant vacates the unit. Within 30 days after notification to the landlord of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the landlord shall give written notice to the Rent Board of the claim for additional relocation assistance and whether or not the landlord disputes the claim.

(3) Commencing March 1, 2007, these relocation expenses, including the maximum relocation expenses per unit, shall increase annually, rounded to the nearest dollar, at the rate of increase in the ‘rent of primary residence’ expenditure category of the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-San Jose Region for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the [Rent] Board.
(f) The provisions of this Ordinance shall apply to all notices to quit served on or after August 10, 2006.”

Effective March 1, 2017 through February 28, 2018, relocation payments were adjusted to the following amounts: $6,281.00 per Eligible Tenant with a cap of $18,843.00 per unit, with an additional $4,188.00 for each elderly (60 years or older) or disabled (per California Government Code section 12955.3) tenant or each household with at least one child under the age of 18 years.

Please be advised that, based upon the landlord’s information, there are _______ Eligible Tenants identified as follows:

The landlord does not believe that any additional payments are owed to these three Eligible Tenants.

Please find enclosed herewith the following relocation payments, which are described as follows:

Please contact the undersigned attorney for the landlord, whose contact information is set forth at the end of this Notice, if you believe that you are owed/entitled to relocation payments, entitled to additional payment(s), or if you are not listed in this Notice as someone who is entitled to relocation amounts. Please also contact the undersigned if you want the payment made in a different manner.

Please also be advised of the following:

No comparable or non-comparable unit is vacant and available for your occupancy.

Please also be advised the subject premises is also owned by the following persons [if applicable]:

The landlord currently resides, as his/her principal place of residence, at _____________ [describe current principal place of residence]:

The landlord owns no other property aside from her ownership in the subject premises.

As set forth above, please be advised that you have the right to re-rent the subject premises at your current base rent, subject to adjustment as allowed by the Rent Ordinance, if the landlord does not occupy as his/her principal place of residence the subject premises for 36 continuous months.
Specifically: “Any rental unit which a tenant vacates after receiving a notice to quit based on Section 37.9 (a) (8), and which is subsequently no longer occupied as a principal residence by the landlord or the landlord’s grandparent, parent, child, grandchild, brother, sister, or the landlord’s spouse, or the spouses of such relations must, if offered for rent during the five-year period following service of the notice to quit under Section 37.9 (a) (8), be rented in good faith at a rent not greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to this Chapter. If it is asserted that a rent increase could have taken place during the occupancy of the rental unit by the landlord if the rental unit had been subjected to this Chapter, the landlord shall bear the burden of proving that the rent could have been legally increased during that period. If it is asserted that the increase is based in whole or in part upon any grounds other than that set forth in Section 37.3 (a) (1), the landlord must petition the Rent Board pursuant to the procedures of this Chapter. Displaced tenants shall be entitled to participate in and present evidence at any hearing held on such a petition. Tenants displaced pursuant to Section 37.9 (a) (8) shall make all reasonable efforts to keep the Rent Board apprised of their current address. The Rent Board shall provide notice of any proceedings before the Rent Board to the displaced tenant at the last address provided by the tenant. No increase shall be allowed on account of any expenses incurred in connection with the displacement of the tenant.”

Please be advised of the following: Where a landlord has terminated a tenancy pursuant to Section 37.9(a)(8), for the next five years, the initial base rent for the subsequent tenancy shall be a rent not greater than the lawful rent in effect at the time the previously tenancy was terminated, plus any annual increases available under the Rent Ordinance. To that end, it shall be unlawful for any landlord, within five years after service of the notice to quit under Section 37.9(a)(8), to charge a rent for the unit that exceeds the maximum rent for the unit as provided in Section 37.9B(a).

With regard to your security deposit:
You have the option to request an initial inspection with the landlord before you vacate, and you have the right to be present at this inspection. The purpose of this inspection is to allow you an opportunity to remedy identified deficiencies in order to avoid deductions from the security deposit. If requested by you, the landlord shall make an initial inspection of the subject premises at a reasonable time, but no earlier than two weeks before the termination of the tenancy. If you request an inspection, the parties shall attempt to schedule the inspection at a mutually agreeable date and time. If a mutual time is agreed upon for the inspection, the landlord shall give at least 48 hours prior written notice to you of the date and time of the inspection. If a mutually agreeable time cannot be scheduled, the landlord must give at least 48 hours written notice to you of the date and time for the inspection. You need not be present during the time of the inspection. You and the landlord may agree to forgo the 48-hour prior notice by both signing a written waiver. The landlord shall proceed with the inspection whether you are present or not, unless you withdraw your request for the inspection. Based on the inspection, the landlord must give you an itemized statement specifying repairs or cleaning that are
proposed to be the basis of any legally permissible deduction from the security deposit. The itemized statement must include the actual text of specified sections of the security deposit law. The statement must be provided to you, if you are present for the inspection, or must be left by the landlord inside the subject premises if you are not present. You shall then have the opportunity during the period following the initial inspection until termination of the tenancy to remedy identified deficiencies, in a manner consistent with the rental agreement, in order to avoid deductions from the security deposit. The landlord has the right to use the security deposit for deductions itemized in the statement that are not corrected by you, so long as the deductions are allowed by law. The landlord is allowed to use the security deposit for (1) the default in the payment of rent; (2) the repair of damage to the subject premises, exclusive of ordinary wear and tear, caused by you or your guests; (3) the cleaning of the subject premises in order to bring this unit to the same level of cleanliness it was in at the inception of the tenancy; (4) the failure of you to restore, replace or return personal property or appurtenances; (5) damage to the subject premises that occurred between completion of the initial inspection and termination of the tenancy; and (6) damage to the subject premises that was not identified by the landlord during the initial inspection due to the presence of your possessions.

Please note that with regard to personal possessions left behind after you vacate the subject premises: State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant (the subject premises), subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact the landlord after being notified that property belonging to you was left behind after you moved out.

Questions and communications regarding this Notice, as well as questions regarding the initial inspection and personal possessions left behind, may be directed to the undersigned as the duly authorized agents and attorneys for the landlord.

DATED:

WASSERMAN-STERN

By: DAVID P. WASSERMAN, Esq.,
Attorneys and agents for the landlord

Contact information for attorneys/agents:
WASSERMAN-STERN
2960 Van Ness Avenue
San Francisco, CA 94109
Tel.: 415/567.9600
Fax.: 415/567.9696
Email: dwasserman@wassermanstern.com

Notice to Terminate Tenancy (OWNER MOVE-IN)
Accompanying Declaration of Landlord

I, [name of landlord], do hereby declare as follows:

1. I am over the age of 18 years and I currently reside at [landlord’s address]. Unless otherwise stated, I make this declaration based upon facts personally known to me, and if called as a witness, I would competently testify as to what I have stated in this declaration.

2. On or about [date], the following circumstances in my life led me to retain legal counsel to explore the possibility of recovering the housing unit at [address] (the “subject premises”) for the use and occupancy of my principal place of residence: [describe life circumstances]. I currently reside as my principal place of residence at [current address], and I am seeking to move from this address because: [state reasons for move]

3. On [date], I instructed my attorney to prepare and serve a “Notice to Terminate Tenancy” based upon the owner move-in (“OMI”) grounds of the San Francisco Residential Rent Stabilization and Arbitration Ordinance. I believe that pursuing this OMI is absolutely necessary because [state reasons]. If I am able to gain possession of the subject premises, I shall occupy it as my principal place of residence for at least a period of 36 continuous months. I have, before instructing my attorney to prepare and serve the termination notice, read and reviewed Rent Board Rules and Regulations Section 12.14(c), “Principal Place of Residence,” and I understand the criteria that defines a principal place of residence under Rent Ordinance Section 37.9(a)(8), and I shall take all reasonable steps to ensure that I use the subject premises as my principal place of residence for at least 36 continuous months should I be able to recover possession of the subject premises.

4. I am seeking to recover possession of the subject premises in good faith, without ulterior reasons and with honest intentions, for my principal place of residence for at least 36 continuous months for the reasons set forth herein. In addition, I have not served a notice to vacate pursuant to Rent Ordinance Section 37.9(a)(8) for a different unit, and I have not recovered possession of any other rental unit in the City and County of San Francisco for any reason under Rent Ordinance Section 37.9(a) in which the tenant displaced from such rental unit had resided for at least
36 consecutive months. [More specifically, as stated herein, I have not evicted any other tenant in any building that I own or co-own for any reason in the past ___ months, and there are no vacant or available rental units in San Francisco that I own or co-own at this time.]

5. I also understand that I must complete a “Statement of Occupancy” under penalty of perjury on a form prepared by the Rent Board that discloses whether I have recovered possession of the subject premises. I understand that I must file this Statement of Occupancy with the Rent Board within 90 days after service of the notice of termination of tenancy under Rent Ordinance Section 37.9(a)(8), and file an updated Statement of Occupancy every 90 days thereafter; provided, however, that once (or if) I recover possession of the subject premises, I shall then be required to file updated Statements of Occupancy once a year for five years, no later than 12 months, 24 months, 36 months, 48 months, and 60 months after the date I recover possession of the subject premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ___ day of ____, 2018 at San Francisco, California.

________________________________________
[name of landlord]
EXHIBIT 1
Notice to Tenant Required by Rent Ordinance §37.9(c)
Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

NOTICE TO TENANT (English)

The landlord has served you with a notice to terminate your tenancy. A tenant’s failure to timely act in response to a notice to terminate tenancy may result in a lawsuit by the landlord to evict the tenant. Advice regarding the notice to terminate tenancy is available from the San Francisco Rent Board located at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Office hours are Monday to Friday, 8:00 am - 5:00 pm, except holidays. Counselors are also available by telephone at (415) 252-4602 between 9:00 am - 12:00 pm and 1:00 pm - 4:00 pm. Information is also available at www.sfrb.org.

You may be eligible for affordable housing programs and apartments. Visit the website of the Mayor’s Office of Housing and Community Development (MOHCD) at www.sfmohcd.org for information about available homes, waiting lists and program eligibility. If you are being evicted because the building’s owner or relative is moving into your unit or because of the Ellis Act, you may qualify for an affordable housing lottery preference. For more information about local housing resources, the San Francisco Housing Resource Guide is available at http://sfmohcd.org/san-francisco-housing-resource-guide.

NOTIFICACIÓN AL INQUILINO (Spanish)

El arrendatario le ha dado a usted un aviso de desalojo de su inquilinato. Si el inquilino no actúa a tiempo en respuesta a un aviso de desalojo, el arrendatario podría demandar legalmente al inquilino para desalojarlo. Puede obtener asesoría sobre el aviso de desalojo de su inquilinato en la Junta del Control de Rentas de San Francisco ubicada en 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. El horario de atención es de lunes a viernes de 8:00 am a 5:00 pm, excepto feriados. Consejeros están disponibles por teléfono en el (415) 252-4602 entre las 9:00 am - 12:00 pm y 1:00 pm - 4:00 pm. También hay información disponible en www.sfrb.org.

Puede ser que usted reúna los requisitos para programas de vivienda y apartamentos a precios asequibles. Visite el sitio web de la Oficina de Desarrollo de Vivienda y la Comunidad del Alcalde (Mayor’s Office of Housing and Community Development o MOHCD) en www.sfmohcd.org para obtener información sobre viviendas disponibles, listas de espera y requisitos para el programa. Si está siendo desalojado porque un familiar del propietario del inmueble se está mudando a su unidad o debido a la Ley Ellis, se le podría dar preferencia en el sorteo de viviendas a precios asequibles. Para información sobre recursos de vivienda local, la Guía de Recursos para Vivienda de San Francisco está disponible en http://sfmohcd.org/san-francisco-housing-resource-guide.

THÔNG BÁO CHO NGƯỜI THUÊ NHÀ (Vietnamese)

Chủ nhà đã tổng đật cho quý vị thông báo chấm dứt hợp đồng thuê nhà. Nếu người thuê không hành động kịp thời để đáp ứng thông báo chấm dứt hợp đồng thuê nhà thì có thể dẫn đến việc chủ nhà nộp đơn kiện để thực xuất người thuê do. Quý vị có thể được tư vấn về thông báo chấm dứt hợp đồng thuê nhà này tại San Francisco Rent Board (Ủy Ban Kiểm Soát Tiền Thọ Nhá San Francisco), địa chỉ 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Văn phòng mở cửa từ Thứ Hai đến Thứ Sáu, 8:00 giờ sáng - 5:00 giờ chiều, không kể ngày lễ. Quý vị cũng có thể nói chuyện với người tư vấn qua điện thoại tại số (415) 252-4602 từ 9:00 giờ sáng - 12:00 giờ trưa và 1:00 - 4:00 giờ chiều. Thông tin cũng có sẵn tại trang web www.sfrb.org.


1037 Notice to Tenant 37.9(c) 3/19/16
25 Van Ness Avenue #320
San Francisco, CA 94102-6033
www.sfrb.org
Phone 415.252.4602
FAX 415.252.4699
Notice to Tenant Required by Rent Ordinance §37.9(c)
Effective March 19, 2016, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy.

租客通知 (Chinese)

您的房东已向您发出终止租约的通知。如租客未能及时采取行动回应该通知，可能導致房東提出訴訟驅逐租客。如果您需要获得有關終止租約通知的建議，請洽詢三藩市租務委員會。地址：25 Van Ness Avenue, Suite 320, San Francisco, CA 94102。辦公時間：週一至週五，上午 8:00 - 下午 5:00（節假日除外）。您也可以致電諮詢員，電話：(415) 252-4602 上午 9:00 - 下午 12:00 及下午 1:00 - 4:00。相關資訊可參閱網站：www.sfrb.org。

您可能有資格申請可負擔房屋計劃和公寓。請上網 www.sfmohcd.org 瀏覽市長的住房與社區發展辦公室(MOHC) 網站，以獲知有關現有住房和等候名單和計劃參加資格等資訊。如果您因建物所有人或親戚要遷入您的住宅單位或由於艾利斯法而被驅逐，您可能有資格獲得可負擔房屋的抽籤優先權。如需更多有關本地住房資源的資訊，請上網 http://sfmohcd.org/san-francisco-housing-resource-guide 瀏覽三藩市住房資源指南。

УВЕДОМЛЕНИЕ АРЕНДАТОРУ ЖИЛЬЯ (Russian)

Арендодатель вручили вам уведомление о расторжении договора аренды жилого помещения. В случае несвоевременных действий арендатора в ответ на данное уведомление арендодатель может подать в суд иск о выселении арендатора. Если вам необходима консультация по поводу уведомления о расторжении договора, вы можете обратиться в Комитет аренды жилья города Сан-Франциско, расположенный по адресу: 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Часы работы Комитета — с понедельника по пятницу с 8:00 до 17:00 (за исключением праздничных дней). С консультантами можно также связаться по телефону (415) 252-4602 с 9:00 до 12:00 и с 13:00 до 16:00. Кроме того, информация размещена на веб-сайте www.sfrb.org.

Вы, возможно, имеете право на участие в программах по предоставлению доступного жилья и квартиры. Посетите веб-сайт мэра города, раздел жилищного строительства и развития общин («MOHC»), www.sfmohcd.org, где вы сможете получить дополнительную информацию о предоставляемых жилье, списках ожидания и ваших правах на участие в подобных рода программах. Если вас вызывают, потому что владелец или родственники владельца здания должны въехать в ваш квартиру, соответственно закону «Ellis Act», то у вас, возможно, есть право противостоять на определенные преимущества при участии в лотере по предоставлению доступного жилья. За более подробной информацией о помощи по предоставлению жилья просьба обращаться к руководству г. Сан-Франциско по предоставлению подобной помощи на веб-сайте http://sfmohcd.org/san-francisco-housing-resource-guide.

ABISO SA NANGUNGUPAHAN (Filipino)

Nabigyan na kayo ng nagpapaupa ng abiso tungkol sa pagwawakas sa inyong pangungupahan. Ang hindi pagkilos sa tamang oras ng nangungupahan sa pagtugon sa abiso ng pagwawakas sa pangungupahan ay posibleng mauwi sa paghahaba ng nagpapaupa para ma-evict o mapaalis sa tahanan ang nangungupahan. May makakuhang payo tungkol sa abiso ng pagwawakas sa pangungupahan mula sa San Francisco Rent Board (Lupon para sa Pangungupahan sa San Francisco) na nasa 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102. Bukas ang opisina tuwing Lunes hanggang Biyernes, 8:00 am - 5:00 pm, maliban sa mga pista opisyal. May mga tagapayo rin na makakausap sa telepono sa (415) 252-4602 sa pagitan ng 9:00 am - 12:00 pm at ng 1:00 pm - 4:00 pm. Makakukuha rin ng impormasyon sa www.sfrb.org.

EXHIBIT 2
Beginning January 1, 2018, a landlord who serves a tenant with a notice to vacate pursuant to Rent Ordinance Section 37.9(a)(8) (owner or relative move-in) must attach a blank Notice of Tenant's Change of Address form that the tenant can use to keep the Rent Board apprised of any future change of address. The Rent Board will use the tenant's contact information as follows: (1) to notify the tenant that the landlord filed a copy of an offer to the tenant to re-rent the unit from which the tenant was evicted; (2) to send the tenant a copy of the landlord's Statement of Occupancy, as required by Rent Ordinance Section 37.9(a)(8)(vii); and (3) if applicable, to send the tenant notice that the landlord has not filed a required Statement of Occupancy.

NOTICE OF TENANT'S CHANGE OF ADDRESS
FOLLOWING OWNER OR RELATIVE MOVE-IN EVICTION
[Pursuant to Rent Ordinance Section 37.9(a)(8)(v)]

↓ Tenant Information ↓

Tenant's Name: ____________________________  (First) (Middle Initial) (Last)

(Primary Phone Number)  (Other Phone Number)  (Primary Email Address)  (Other Email Address)

↓ Rental Unit Information ↓ Enter the address of the unit from which you were evicted.

(Street Number of the Unit)  (Street Name)  (Unit Number)  (City/State)  (Zip Code)

I wish to be contacted by email and at the following address(es) if the rental unit from which I was evicted is offered for rent or lease within five years of the date service of the eviction notice:

↓ New Address ↓

(Street Number of the Unit)  (Street Name)  (Unit Number)  (City/State)  (Zip Code)

↓ Other New Address ↓

(Street Number of the Unit)  (Street Name)  (Unit Number)  (City/State)  (Zip Code)
A landlord who served a notice to vacate on or after January 1, 2018 pursuant to Rent Ordinance Section 37.9(a)(8) (owner or relative move-in) must complete a Statement of Occupancy and file it with the Rent Board within 90 days after the date the notice to vacate was served on the tenant, and shall file an updated Statement of Occupancy every 90 days thereafter; provided, however, if the Statement of Occupancy discloses that the landlord has recovered possession of the unit (i.e., the tenant(s) moved out), the landlord shall then be required to file updated Statements of Occupancy once a year for five years, no later than 12 months, 24 months, 36 months, 48 months and 60 months after the date the landlord recovered possession of the unit.

**STATEMENT OF OCCUPANCY**
**FOLLOWING SERVICE OF OWNER OR RELATIVE MOVE-IN EVICTION NOTICE**

[Pursuant to Rent Ordinance §37.9(a)(8)(vii); Rules And Regulations §12.14(f)]

<table>
<thead>
<tr>
<th>Rental Unit Information</th>
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<tbody>
<tr>
<td>(Street Number of Unit)</td>
</tr>
<tr>
<td>(Unit Number)</td>
</tr>
<tr>
<td>(Full Property Address)</td>
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<tr>
<td>(# of Units in Building)</td>
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<tr>
<th>Owner Information</th>
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<tbody>
<tr>
<td>Owner’s Name:</td>
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<td>(First)</td>
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<td>(Middle Initial)</td>
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<tr>
<td>(Last)</td>
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<tr>
<td>Owner’s Mailing Address:</td>
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<tr>
<td>(Street Number)</td>
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<tr>
<td>(Street Name)</td>
</tr>
<tr>
<td>(Apt/Suite Number)</td>
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<tr>
<td>(City &amp; State)</td>
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<tr>
<td>(Zip Code)</td>
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<tr>
<td>Primary Phone:</td>
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<tr>
<td>Other Phone:</td>
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<tr>
<td>Fax Number:</td>
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<td>Email:</td>
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<tr>
<th>Declaration</th>
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<tbody>
<tr>
<td>I declare under penalty of perjury under the laws of the State of California that every statement in this Statement of Occupancy and every attached document is true and correct to the best of my knowledge and belief. I also acknowledge that the Rent Board will make all reasonable efforts to send a copy of this Statement of Occupancy to the tenant(s) within 30 days of filing, and if it's not filed by the due date, the Rent Board will make all reasonable efforts to send the tenant(s) a notice that it wasn’t timely filed.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Owner</th>
<th>Date</th>
</tr>
</thead>
</table>

NOTE: Any landlord who fails to timely file a completed Statement of Occupancy with the supporting documentation required by Rules and Regulations §12.14(f)(4) (if applicable) will be subject to an administrative penalty in the following amounts: $250 for the first violation, $500 for the second violation, and $1000 for every subsequent violation. See Rules and Regulations §12.14(f)(6) for more information. In addition, the Rent Board is required to send to the District Attorney a random sample of 10% of all Statements of Occupancy each month, as well as a list of units for which the required Statement of Occupancy was not filed with the Rent Board. In cases where the District Attorney determines that Ordinance Section 37.9(a)(8) has been violated, the District Attorney shall take whatever action he or she deems appropriate under the Rent Ordinance or state law.
ATTACH FORM A – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), and I have not recovered possession of the unit.

The notice to vacate was served on: _______________________.

Please check one of the following:

☐ I am filing this first Statement of Occupancy within 90 days of the date of service of the notice to vacate on the tenant(s). ☐ I missed the filing deadline.

☐ I am filing an updated Statement of Occupancy because it has been 80-90 days since I filed a prior Statement of Occupancy and I still have not recovered possession of the unit. ☐ I missed the filing deadline.

☐ I am no longer endeavoring to recover possession of the unit, the tenant(s) did not move out, I notified the tenant(s) in writing that the notice to vacate has been rescinded AND the Rent Board has granted my Request for Rescission of the Owner Move-In Eviction Notice.

ATTACH FORM B – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), I have recovered possession of the unit, and the owner or relative for whom the tenant(s) was evicted is currently occupying the unit as that person’s principal residence.

The notice to vacate was served on: _______________________. I recovered possession on: _______________________.

Please check one of the following:

☐ I am filing this Statement of Occupancy within ☐ 90 days of the date of service of the notice to vacate on the tenant(s) or ☐ within 80-90 days since I filed a prior Statement of Occupancy. ☐ I missed the filing deadline.

☐ I am filing this annual Statement of Occupancy no later than (check one): ☐ 12 months ☐ 24 months ☐ 36 months ☐ 48 months or ☐ 60 months AFTER the date the tenant(s) moved out.

☐ I missed the filing deadline for this year’s annual Statement of Occupancy.

ATTACH FORM C – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), I have recovered possession of the unit, and the owner or relative for whom the tenant(s) was evicted is NOT occupying the unit as that person’s principal residence.

The notice to vacate was served on: _______________________. I recovered possession on: _______________________.

Please check one of the following:

☐ I am filing this Statement of Occupancy within ☐ 90 days of the date of service of the notice to vacate on the tenant(s) or ☐ within 80-90 days since I filed a prior Statement of Occupancy. ☐ I missed the filing deadline.

☐ I am filing this annual Statement of Occupancy no later than (check one): ☐ 12 months ☐ 24 months ☐ 36 months ☐ 48 months ☐ 60 months AFTER the date the tenant(s) moved out.

☐ I missed the filing deadline for this year’s annual Statement of Occupancy.
FORM A – STATEMENT OF OCCUPANCY

Use this form if you have not yet recovered possession of the tenant’s rental unit.

Please complete the information requested below. DO NOT LEAVE ANY BLANKS. Failure to provide all of the requested information may subject the owner to administrative penalties.

1. Have you recovered possession of the unit?
   ☐ Yes (STOP! You must complete FORM B or FORM C.)  ☐ No

2. Are you still pursuing the eviction of the tenant?
   ☐ Yes (Skip to question 3.)  ☐ No
   If NO,
   (a) Have you notified the tenant in writing that the notice to vacate has been rescinded?
      ☐ Yes. (Please attach a copy of the written notice to the tenant that rescinds the notice to vacate.)
      ☐ No
   (b) Has the Rent Board granted your written Request for Rescission of the Owner Move-in Eviction Notice?
      ☐ Yes. (Please attach a copy of the Rent Board’s Order granting the Request for Rescission. Since your Request for Rescission was granted, you do not need to complete the rest of this Form A and you are not required to file any subsequent Statements of Occupancy. However, you must timely file this Statement of Occupancy with the Rent Board.)
      ☐ No
   (c) Does any tenant who was served with the notice to vacate still occupy the unit after written rescission of the notice to vacate and/or rescission by the Rent Board of the recorded Notice of Constraints?
      ☐ Yes. (Please provide the name(s) and contact information of the tenant(s) in occupancy and attach proof of the most recent rental payment received from the tenant(s) and proof that the owner has deposited or cashed it.)
      ☐ No

  (Name of Tenant)  (Telephone Number)  (Email Address)

  (Name of Tenant)  (Telephone Number)  (Email Address)

  (Name of Tenant)  (Telephone Number)  (Email Address)

Please attach an additional sheet of paper if needed in order to include all tenants currently occupying the unit.

3. Have you filed an Unlawful Detainer action against the tenant to recover possession of the unit?
   ☐ Yes. Date filed:  ☐ No

4. The current rent for the unit is:

5. List the full name(s) of all persons currently holding a full or partial percentage ownership in the property, the percentage of ownership interest, and the date that the current percentage of ownership interest was recorded.

   (Name of Owner)  (Current Percentage of Ownership)  (Date Current Ownership Interest Was Recorded)

   (Name of Owner)  (Current Percentage of Ownership)  (Date Current Ownership Interest Was Recorded)

   (Name of Owner)  (Current Percentage of Ownership)  (Date Current Ownership Interest Was Recorded)

Please attach an additional sheet of paper if needed in order to include all persons with an ownership interest in the property.

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25 Van Ness Avenue #320
San Francisco, CA 94102-6033  www.sfrb.org

Phone 415.252.4602  FAX 415.252.4699
6. The owner is endeavoring to recover possession of the rental unit for use as the principal residence of the following person(s): (Check one of the following)

☐ Owner(s) ________________________________ (Name of Owner) ________________________________ (Name of Owner)

☐ Relative(s) ________________________________ (Name of Relative) ________________________________ (Relationship to Owner)

7. Provide a description (e.g. address, size of building, number of bedrooms and bathrooms) of the current residence of the owner or relative for whom possession of the unit is being sought.

8. Explain why the owner or relative is moving from his/her current residence to the subject unit.

9. Provide a description of all residential properties owned in whole or in part, by the owner and, if applicable, a description of all residential properties owned, in whole or in part, by the owner’s relative for whom possession of the unit is being sought.

10. Have you served a notice to vacate pursuant to Ordinance Section 37.9(a)(8)(i) for a different rental unit based on an owner move-in eviction?

☐ Yes. Date of service of the notice to vacate: ________________________________

Address of the unit: ________________________________ (Street No.) ________________________________ (Street Name) ________________________________ (City & State) ________________________________ (Zip Code)

☐ No

11. Have you recovered possession of any other rental unit in the same building as the subject rental unit subsequent to the service of the owner or relative move-in eviction notice?

☐ Yes. Date of service of the notice to vacate, if applicable: ________________________________

Address of the unit: ________________________________ (Street No.) ________________________________ (Street Name) ________________________________ (City & State) ________________________________ (Zip Code)

☐ No
STATEMENT OF OCCUPANCY
FOLLOWING SERVICE OF OWNER OR RELATIVE MOVE-IN EVICTION NOTICE
[Pursuant to Rent Ordinance §37.9(a)(8)(vii); Rules And Regulations §12.14(f)]

△ Rental Unit Information △

(San Francisco, CA 9411)

(Street Number of Unit)   (Street Name)   (Unit Number)   (Zip Code)

(Full Property Address)   (Name of Building Complex, if applicable)   (# of Units in Building)

△ Owner Information △

Owner's Name:          (First)          (Middle Initial)          (Last)

Owner's Mailing Address:

(Street Number)   (Street Name)   (Apt./Suite Number)   (City & State)   (Zip Code)

Primary Phone:          Other Phone: 

Fax Number:          Email:

△ Declaration △

I declare under penalty of perjury under the laws of the State of California that every statement in this Statement of Occupancy and every attached document is true and correct to the best of my knowledge and belief. I also acknowledge that the Rent Board will make all reasonable efforts to send a copy of this Statement of Occupancy to the tenant(s) within 30 days of filing, and if it’s not filed by the due date, the Rent Board will make all reasonable efforts to send the tenant(s) a notice that it wasn’t timely filed.

Signature of Owner   Date

NOTE: Any landlord who fails to timely file a completed Statement of Occupancy with the supporting documentation required by Rules and Regulations §12.14(f)(4) (if applicable) will be subject to an administrative penalty in the following amounts: $250 for the first violation, $500 for the second violation, and $1000 for every subsequent violation. See Rules and Regulations §12.14(f)(6) for more information. In addition, the Rent Board is required to send to the District Attorney a random sample of 10% of all Statements of Occupancy each month, as well as a list of units for which the required Statement of Occupancy was not filed with the Rent Board. In cases where the District Attorney determines that Ordinance Section 37.9(a)(8) has been violated, the District Attorney shall take whatever action he or she deems appropriate under the Rent Ordinance or state law.

546 OMI Statement of Occupancy 1/8/18  Printed on 100% post-consumer recycled paper
25 Van Ness Avenue #320   Phone 415.252.4602
San Francisco, CA 94102-6033   www.sfrb.org
FAX 415.252.4699
Landlord Has Not Recovered Possession of the Unit

ATTACH FORM A – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), and I have not recovered possession of the unit.

The notice to vacate was served on: ____________________________.

Please check one of the following:

☐ I am filing this first Statement of Occupancy within 90 days of the date of service of the notice to vacate on the tenant(s). ☐ I missed the filing deadline.

☐ I am filing an updated Statement of Occupancy because it has been 80-90 days since I filed a prior Statement of Occupancy and I still have not recovered possession of the unit. ☐ I missed the filing deadline.

☐ I am no longer endeavoring to recover possession of the unit, the tenant(s) did not move out, I notified the tenant(s) in writing that the notice to vacate has been rescinded AND the Rent Board has granted my Request for Rescission of the Owner Move-In Eviction Notice.

Landlord Has Recovered Possession and the Owner or Relative is Occupying the Unit

ATTACH FORM B – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), I have recovered possession of the unit, and the owner or relative for whom the tenant(s) was evicted is currently occupying the unit as that person’s principal residence.

The notice to vacate was served on: ____________________________. I recovered possession on: ____________________________.

Please check one of the following:

☐ I am filing this Statement of Occupancy within ☐ 90 days of the date of service of the notice to vacate on the tenant(s) or ☐ within 80-90 days since I filed a prior Statement of Occupancy. ☐ I missed the filing deadline.

☐ I am filing this annual Statement of Occupancy no later than (check one): ☐ 12 months ☐ 24 months ☐ 36 months ☐ 48 months or ☐ 60 months AFTER the date the tenant(s) moved out.

☐ I missed the filing deadline for this year’s annual Statement of Occupancy.

Landlord Has Recovered Possession and the Owner or Relative is NOT Occupying the Unit

ATTACH FORM C – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), I have recovered possession of the unit, and the owner or relative for whom the tenant(s) was evicted is NOT occupying the unit as that person’s principal residence.

The notice to vacate was served on: ____________________________. I recovered possession on: ____________________________.

Please check one of the following:

☐ I am filing this Statement of Occupancy within ☐ 90 days of the date of service of the notice to vacate on the tenant(s) or ☐ within 80-90 days since I filed a prior Statement of Occupancy. ☐ I missed the filing deadline.

☐ I am filing this annual Statement of Occupancy no later than (check one): ☐ 12 months ☐ 24 months ☐ 36 months ☐ 48 months ☐ 60 months AFTER the date the tenant(s) moved out.

☐ I missed the filing deadline for this year’s annual Statement of Occupancy.
**FORM B – STATEMENT OF OCCUPANCY**

Use this form if you already recovered possession of the unit AND the owner or relative for whom the tenant was evicted is currently occupying the unit. Please complete the information requested below. DO NOT LEAVE ANY BLANKS. Failure to provide all of the requested information may subject the owner to administrative penalties.

1. Have you recovered possession of the unit?
   - Yes  
   - No (STOP! You must complete FORM A.)

2. Is the owner or relative for whom the tenant was evicted currently occupying the unit as their principal residence?
   - Yes  
   - No (STOP! You must complete FORM C.)

3. The current occupant is the [ ] Owner or [ ] Relative of the Owner for whom the tenant was evicted?

4. List the name(s) of ALL of the current occupant(s) of the unit, their percentage of ownership interest (if any) and the date their occupancy commenced.

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<th>Name</th>
<th>Current Percentage of Ownership</th>
<th>Date Occupancy Commenced</th>
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*Please attach an additional sheet of paper if needed in order to include all persons currently occupying the unit.*

5. You must attach at least two (2) forms of supporting documentation from the list specified below. Confidential information may be redacted from the supporting documentation prior to filing this form with the Rent Board. Check the boxes that correspond to the types of supporting documentation you are attaching to this Statement of Occupancy.

- current motor vehicle registration, plus a copy of the current insurance policy for the vehicle that shows the name of the insured, the address of the unit and the period of coverage, with proof of payment
- current driver's license
- Social Security statement of benefits that shows the name of the recipient, the address of the unit and the current period of coverage
- current voter registration
- current homeowner's or renter's insurance policy for the contents of the unit showing the name of the insured, the address of the unit and the period of coverage, with proof of payment
- most recent state or federal tax return that shows the name and address of the owner or relative occupying the unit and proof of filing

6. Have the current occupant's personal possessions been moved into the unit?
   - Yes  
   - No
7. If the current occupant is the owner's relative for whom the tenant was evicted, is s/he paying rent for the unit?
- [ ] Yes. The current rent for the unit is: $______________
- [ ] No
- [ ] Not Applicable, because the unit is occupied by the owner.

8. The subject unit is listed as the current occupant's place of residence on (check all that apply):
- [ ] motor vehicle registration
- [ ] homeowner's or renter's insurance policy used by or for the person's current employer and any public agency, including state and local taxing authorities
- [ ] driver's license
- [ ] automobile insurance policy

9. Are the utilities installed at the unit under the owner's or relative's name?
- [ ] Owner's Name
- [ ] Relative's Name

10. If the unit is owner-occupied, has the owner claimed a homeowner's tax exemption for the subject unit?
- [ ] Yes
- [ ] No
- [ ] Not Applicable, because the unit is not occupied by the owner.

11. Has the current occupant filed a U.S. Postal Service Change of Address form?
- [ ] Yes
- [ ] No

12. Is the subject unit the place the current occupant normally returns to as his/her home, exclusive of military service, hospitalization, vacation, or travel that is necessitated by employment?
- [ ] Yes
- [ ] No

13. Did the current occupant give a notice to move at another dwelling unit in order to move into the subject unit?
- [ ] Yes
- [ ] No

14. If the unit is owner-occupied, did the owner sell or place on the market for sale the home s/he occupied prior to the subject unit?
- [ ] Yes
- [ ] No
- [ ] Not Applicable, because the unit is not occupied by the owner.
A landlord who served a notice to vacate on or after January 1, 2018 pursuant to Rent Ordinance Section 37.9(a)(8) (owner or relative move-in) must complete a Statement of Occupancy and file it with the Rent Board within 90 days after the date the notice to vacate was served on the tenant, and shall file an updated Statement of Occupancy every 90 days thereafter; provided, however, if the Statement of Occupancy discloses that the landlord has recovered possession of the unit (i.e. the tenant(s) moved out), the landlord shall then be required to file updated Statements of Occupancy once a year for five years, no later than 12 months, 24 months, 36 months, 48 months and 60 months after the date the landlord recovered possession of the unit.

STATEMENT OF OCCUPANCY
FOLLOWING SERVICE OF OWNER OR RELATIVE MOVE-IN EVICTION NOTICE
[Pursuant to Rent Ordinance §37.9(a)(8)(vii); Rules And Regulations §12.14(f)]

° Rental Unit Information °

Street Number of Unit: __________________________ Street Name: __________________________ Unit Number: __________________________

(San Francisco, CA 9411)

Zip Code: __________________________

(Full Property Address) (Name of Building Complex, if applicable) (# of Units in Building)

° Owner Information °

Owner’s Name: __________________________ (First) __________________________ (Middle Initial) __________________________ (Last)

Owner’s Mailing Address: __________________________ Street Number: __________________________ Street Name: __________________________ Apt./Suite Number: __________________________ City & State: __________________________ Zip Code: __________________________

Primary Phone: __________________________ Other Phone: __________________________

Fax Number: __________________________ Email: __________________________

° Declaration °

I declare under penalty of perjury under the laws of the State of California that every statement in this Statement of Occupancy and every attached document is true and correct to the best of my knowledge and belief. I also acknowledge that the Rent Board will make all reasonable efforts to send a copy of this Statement of Occupancy to the tenant(s) within 30 days of filing, and if it's not filed by the due date, the Rent Board will make all reasonable efforts to send the tenant(s) a notice that it wasn't timely filed.

Signature of Owner __________________________ Date __________________________

NOTE: Any landlord who fails to timely file a completed Statement of Occupancy with the supporting documentation required by Rules and Regulations §12.14(f)(4) (if applicable) will be subject to an administrative penalty in the following amounts: $250 for the first violation, $500 for the second violation, and $1000 for every subsequent violation. See Rules and Regulations §12.14(f)(6) for more information. In addition, the Rent Board is required to send the District Attorney a random sample of 10% of all Statements of Occupancy each month, as well as a list of units for which the required Statement of Occupancy was not filed with the Rent Board. In cases where the District Attorney determines that Ordinance Section 37.9(a)(8) has been violated, the District Attorney shall take whatever action he or she deems appropriate under the Rent Ordinance or state law.

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25 Van Ness Avenue #320 Phone 415.252.4602
San Francisco, CA 94102-6033 www.sfrb.org FAX 415.252.4699
LANDLORD HAS NOT RECOVERED POSSESSION OF THE UNIT

ATTACH FORM A – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), and I have not recovered possession of the unit.

The notice to vacate was served on: ____________________.

Please check one of the following:

☐ I am filing this first Statement of Occupancy within 90 days of the date of service of the notice to vacate on the tenant(s).  ☐ I missed the filing deadline.

☐ I am filing an updated Statement of Occupancy because it has been 80-90 days since I filed a prior Statement of Occupancy and I still have not recovered possession of the unit.  ☐ I missed the filing deadline.

☐ I am no longer endeavoring to recover possession of the unit, the tenant(s) did not move out, I notified the tenant(s) in writing that the notice to vacate has been rescinded AND the Rent Board has granted my Request for Rescission of the Owner Move-In Eviction Notice.

LANDLORD HAS RECOVERED POSSESSION AND THE OWNER OR RELATIVE IS OCCUPYING THE UNIT

ATTACH FORM B – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), I have recovered possession of the unit, and the owner or relative for whom the tenant(s) was evicted is currently occupying the unit as that person’s principal residence.

The notice to vacate was served on ____________________. I recovered possession on: ____________________.

Please check one of the following:

☐ I am filing this Statement of Occupancy within 90 days of the date of service of the notice to vacate on the tenant(s) or ☐ within 80-90 days since I filed a prior Statement of Occupancy.  ☐ I missed the filing deadline.

☐ I am filing this annual Statement of Occupancy no later than (check one): ☐ 12 months ☐ 24 months ☐ 36 months ☐ 48 months or ☐ 60 months AFTER the date the tenant(s) moved out.

☐ I missed the filing deadline for this year’s annual Statement of Occupancy.

LANDLORD HAS RECOVERED POSSESSION AND THE OWNER OR RELATIVE IS NOT OCCUPYING THE UNIT

ATTACH FORM C – STATEMENT OF OCCUPANCY if the following statement applies:

I am filing a Statement of Occupancy because I served the tenant(s) with a notice to vacate based on an owner or relative move-in pursuant to Ordinance §37.9(a)(8), I have recovered possession of the unit, and the owner or relative for whom the tenant(s) was evicted is NOT occupying the unit as that person’s principal residence.

The notice to vacate was served on ____________________. I recovered possession on: ____________________.

Please check one of the following:

☐ I am filing this Statement of Occupancy within 90 days of the date of service of the notice to vacate on the tenant(s) or ☐ within 80-90 days since I filed a prior Statement of Occupancy.  ☐ I missed the filing deadline.

☐ I am filing this annual Statement of Occupancy no later than (check one): ☐ 12 months ☐ 24 months ☐ 36 months ☐ 48 months or ☐ 60 months AFTER the date the tenant(s) moved out.

☐ I missed the filing deadline for this year’s annual Statement of Occupancy.
FORM C – STATEMENT OF OCCUPANCY

Use this form if you have already recovered possession of the unit AND the owner or relative for whom the tenant was evicted is NOT currently occupying the unit.

Please complete the information requested below. DO NOT LEAVE ANY BLANKS. Failure to provide all of the requested information may subject the owner to administrative penalties.

1. Have you recovered possession of the unit?
   ☐ Yes       ☐ No (STOP! You must complete FORM A.)

2. Is the owner or relative for whom the tenant was evicted currently occupying the unit as their principal residence?
   ☐ Yes (STOP! You must complete FORM B.) ☐ No

3. If the owner or relative for whom the tenant was evicted NEVER occupied the unit as that person’s principal residence, state the reasons why occupancy has not yet commenced.

4. If the owner or relative for whom the tenant was evicted EVER occupied the unit as that person’s principal residence, provide the dates of such occupancy and state the reasons why the unit is no longer occupied by that person.

5. If the owner or relative for whom the tenant was evicted moved out of the unit within five years after the service of the notice to vacate, was the unit offered to the displaced tenant for re-rental?
   ☐ No
   ☐ Yes (Please attach a copy of the offer to re-rent the unit.)

6. Has the unit been re-rented?
   ☐ No
   ☐ Yes. The unit was re-rented to: ☐ the displaced tenant ☐ someone other than the displaced tenant.

   The amount of rent paid by the current tenant is: $___________
Section 12.14 Evictions under Section 37.9(a)(8)
(Amended June 18, 1991; Subsection (c) amended March 7, 1995;
Subsection (d) added October 20, 1998; amended June 10, 2008; Subsections
(a)-(d) amended and Subsections (e)-(f) added November 21, 2017, effective
January 1, 2018)

(a) **Definition of Landlord.** For purposes of an eviction under Section 37.9(a)(8) of
the Ordinance, the term "landlord" shall mean a natural person, or group of natural persons, and
for evictions under Ordinance Section 37.9(a)(8)(i) only, the term "landlord" shall also mean two
individuals registered as Domestic Partners as defined in San Francisco Administrative Code
Chapter 62.1-62.8, who in good faith hold a recorded fee interest in the property and meet one
of the following requirements:

(1) held a recorded fee interest of at least 10%, or a recorded equitable
interest under contract of sale of at least 10%, or in the case of Domestic Partners a combined
ownership of record of at least 10%, which interest was recorded on or before February 21,
1991, and continues to hold at least such a 10% interest on the date of service of the notice to
vacate; or

(2) holds a recorded fee interest of at least 25%, or a recorded equitable
interest under contract of sale of at least 25%, or in the case of Domestic Partners a combined
ownership of record of at least 25%, on the date of service of the notice to vacate.

(b) **Information to Accompany Notice to Vacate.** In addition to general eviction
notice requirements, a landlord who endeavors to recover possession under Ordinance Section
37.9(a)(8) shall provide the tenant with the following documents and information in writing on or
before service of the notice to vacate and file a copy of same with the Rent Board within 10 days
after service of the notice to vacate on the tenant, together with a copy of the notice to vacate
and proof of service upon the tenant:

(1) the identity and percentage of ownership of all persons holding a full or
partial percentage ownership in the property;

(2) the name(s) of the landlord endeavoring to recover possession and, if
applicable, the name(s) and relationship of the relative(s) for whom possession is being sought
and a description of the current residence of the person(s) for whom possession is being sought;

(3) the dates the current percentages of ownership were recorded;

(4) a description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's relative for whom possession is being sought;

(5) the current rent for the unit and a statement that if the unit is offered for rent during the five-year period following service of the notice to vacate under Section 37.9(a)(8), the tenant has the right to re-rent the unit at the same rent, as adjusted by Ordinance Section 37.9B(a);

(6) the contents of Ordinance Section 37.9B, by providing a copy of same;

(7) the right the tenant(s) may have to relocation costs under Ordinance Section 37.9C, the amount of those relocation costs, and a copy of Section 37.9C;

(8) a declaration executed by the landlord under penalty of perjury stating:

(i) the reason why the landlord or relative is moving from his/her current residence to the unit for which possession is being sought; (ii) that the landlord seeks to recover possession of the unit in good faith, without ulterior reasons and with honest intent, for use or occupancy as the principal residence of the landlord or the landlord's relative (identified by name and relation to the landlord), for a period of at least 36 continuous months, as set forth in Ordinance Sections 37.9(a)(8)(i) and (ii); (iii) whether the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8) for a different unit; and, (iv) whether the landlord has recovered possession of other rental units in the City and County of San Francisco for any reason under Ordinance Section 37.9(a) other than nonpayment of rent in which the tenant displaced from such rental unit had resided for at least 36 consecutive months;

(9) a warning that the tenant must submit a statement to the landlord within 30 days of service of the notice to vacate, with supporting evidence, if the tenant claims to be a member of a protected class under Ordinance Sections 37.9(i) or (j), and that failure to do so shall be deemed an admission that the tenant is not protected by Sections 37.9(i) or (j);

(10) a form prepared by the Rent Board stating that a tenant's failure to timely
act in response to a notice to vacate may result in a lawsuit by the landlord to evict the tenant,
that advice regarding the notice to vacate is available from the Rent Board, and that the tenant
may be eligible for affordable housing programs through the Mayor's Office of Housing and
Community Development; and

(11) a blank change of address form prepared by the Rent Board that the
tenant can use to keep the Rent Board apprised of any future change of address.

(c) Principal Place of Residence. For purposes of an eviction under Section
37.9(a)(8) of the Ordinance, a landlord or landlord's relative can have only ONE "principal place
of residence" which is defined as the permanent or primary home of the party claiming that a unit
has that status attached to it. It is a unit that the party occupies for more than temporary or
transitory purposes. Evidence that a unit is or is intended to be the party's "principal place of
residence" includes, but is not limited to, the following elements, a compilation of which lends
greater credibility to the claim of "principal place of residence of a party" whereas the presence
of only one element may not support such claim:

(1) the subject premises are listed as the party's place of residence on any
motor vehicle registration, driver's license, automobile insurance policy, homeowner's or renter's
insurance policy, and with the party's current employer or any public agency, including State and
local taxing authorities;

(2) utilities are installed under the party's name at the subject premises;

(3) the party's personal possessions have been moved into the subject
premises;

(4) a homeowner's tax exemption has been issued in the party's name for the
subject premises;

(5) the party's current voter registration is for the subject premises;

(6) a U.S. Postal Change of Address form has been filed requesting that mail
be forwarded to the subject premises;

(7) the subject premises are the place the party normally returns to as his/her
home, exclusive of military service, hospitalization, vacation, or travel necessitated by
employment;

(8) notice to move at another dwelling unit was given in order to move into the
subject premises; and

(9) the party sold or placed on the market for sale the home he/she occupied
prior to the subject premises.

(d) **Definition of Disability for Protected Status.** A tenant is disabled under
Ordinance Section 37.9(i)(1)(B)(i) if the tenant meets the standard for blindness or disability
under the federal Supplemental Security Income/California State Supplemental Program
(SSI/SSP). In determining whether a tenant is disabled, a finder of fact shall consider relevant
evidence, including:

(1) findings by any government entity concerning a disability;

(2) testimony concerning the disability; and

(3) medical evidence concerning the disability.

(e) **Evidence of a Lack of Good Faith.** For purposes of an eviction under Section
37.9(a)(8) of the Ordinance, evidence that is relevant to determining whether a landlord acting or
is acting in good faith may include, but is not limited to, any of the following:

(1) the landlord has failed to file the notice to vacate with the Rent Board as
required by Ordinance Sections 37.9(c) and 37.9B(c);

(2) the landlord or relative for whom the tenant was evicted did not move into
the rental unit within three months after the landlord recovered possession and then occupy said
unit as that person’s principal residence for a minimum of 36 consecutive months;

(3) the landlord or relative for whom the tenant was evicted lacks a legitimate,
bona fide reason for not moving into the unit within three months after the recovery of
possession and/or then occupying said unit as that person’s principal residence for a minimum
of 36 consecutive months;

(4) the landlord did not file a Statement of Occupancy with the Rent Board as
required by Ordinance Section 37.9(a)(8)(vii) and Section 12.14(f) of these Rules and
Regulations;
(5) the landlord violated Ordinance Section 37.9B during the five-year period following service of the notice to vacate under Ordinance Section 37.9(a)(8) by renting the unit to a new tenant at a rent greater than that which would have been the rent had the tenant who had been required to vacate remained in continuous occupancy and the rental unit remained subject to the Ordinance;

(6) the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8) for a different unit and has not sought a rescission or withdrawal of that notice;

(7) the landlord has recovered possession of multiple rental units in the same building within 180 days of the service of the notice to vacate pursuant to Ordinance Section 37.9(a)(8); and/or

(8) the landlord completed buyout negotiations as defined in Ordinance Section 37.9E(c) with any other tenant(s) in the building.

(f) **Statement of Occupancy.** A landlord who seeks to recover possession of a unit pursuant to Ordinance Section 37.9(a)(8) on or after January 1, 2018 must complete a Statement of Occupancy under penalty of perjury on a form to be prepared by the Rent Board that discloses whether the landlord has recovered possession of the unit. The landlord shall file a Statement of Occupancy with the Rent Board within 90 days after the date of service of the notice to vacate pursuant to Ordinance Section 37.9(a)(8), and shall file an updated Statement of Occupancy every 90 days thereafter; provided, however, if the Statement of Occupancy discloses that the landlord has recovered possession of the unit, the landlord shall then be required to file updated Statements of Occupancy once a year for five years, no later than 12 months, 24 months, 36 months, 48 months and 60 months after the date the landlord recovered possession of the unit. Each Statement of Occupancy filed after the landlord has recovered possession of the unit shall disclose the date of recovery of possession. If the Statement of Occupancy discloses that the landlord is no longer endeavoring to recover possession of the unit under Ordinance Section 37.9(a)(8) and the Rent Board has granted the landlord’s written request for rescission of the notice to vacate pursuant to Ordinance Section 37.9B(e), no further Statements of Occupancy need be filed.
(1) If the Statement of Occupancy discloses that the landlord has not yet recovered possession of the unit, the landlord shall provide the following information:

   (i) whether the landlord is still pursuing an eviction of the tenant and, if not, the landlord shall: include proof that the landlord has notified the tenant in writing that the notice to vacate has been rescinded and that the Rent Board has granted the landlord's written request for rescission of the notice to vacate pursuant to Ordinance Section 37.9B(e); state whether any tenant still occupies the unit and provide the name(s) and contact information for each tenant still in occupancy; and, if any tenant still occupies the unit after written rescission of the notice to vacate and/or rescission by the Rent Board of the notice of constraints, include proof of the most recent rental payment received from the tenant and proof that the landlord has deposited or cashed it;

   (ii) whether the landlord has filed an unlawful detainer action against the tenant to recover possession of the unit;

   (iii) the identity and percentage of ownership of all persons holding a full or partial percentage ownership in the property;

   (iv) the dates the current percentages of ownership were recorded;

   (v) the name(s) of the landlord endeavoring to recover possession and, if applicable, the name(s) and relationship of the relative(s) for whom possession is being sought, a description of the current residence of the landlord or relative(s) for whom possession is being sought and an explanation of why the owner or relative is moving from his/her current residence to the unit;

   (vi) a description of all residential properties owned, in whole or in part, by the landlord and, if applicable, a description of all residential properties owned, in whole or in part, by the landlord's relative for whom possession is being sought;

   (vii) the current rent for the unit;

   (viii) whether and when the landlord served a notice to vacate pursuant to Ordinance Section 37.9(a)(8)(i) for a different unit, and the address of such unit; and

   (ix) whether and when the landlord has recovered possession of any...
other rental unit in the same building subsequent to the service of the notice to vacate pursuant to Ordinance Section 37.9(a)(8).

(2) If the Statement of Occupancy discloses that the landlord has already recovered possession of the unit and the owner or relative for whom the tenant was evicted is currently occupying the unit as that person's principal residence, the landlord shall provide the following information:

(i) the name(s) and ownership interest of the current occupant(s) of the unit, and the date such occupancy commenced;

(ii) at least two forms of the supporting documentation specified in Section 12.14(f)(4) below;

(iii) whether the current occupant's personal possessions have been moved into the unit;

(iv) the rent charged for the unit if any;

(v) whether the subject unit is listed as the owner's or relative's place of residence on any motor vehicle registration, driver's license, automobile insurance policy, homeowner's or renter's insurance policy, is used by or for the person's current employer and any public agency, including state and local taxing authorities;

(vi) whether utilities are installed at the unit under the owner's or relative's name;

(vii) whether the owner occupant has claimed a homeowner's tax exemption for the subject unit;

(viii) whether the occupant filed a U.S. Postal Service Change of Address form;

(ix) whether the subject unit is the place the owner or relative normally returns to as his/her home, exclusive of military service, hospitalization, vacation, or travel necessitated by employment;

(x) whether notice to move at another dwelling unit was given in order to move into the subject unit; and
(xi) whether the owner occupant sold or placed on the market for sale
the home he/she occupied prior to the subject unit.

(3) If the Statement of Occupancy discloses that the landlord has already
recovered possession of the unit and the owner or relative for whom the tenant was evicted is
not occupying the unit as that person’s principal residence, the landlord shall provide the
following information:

(i) whether the owner or relative for whom the tenant was evicted
ever occupied the unit as that person’s principal residence, the dates of such occupancy, and
the reasons why the unit is no longer occupied by that person;

(ii) if the owner or relative for whom the tenant was evicted never
occupied the unit as that person’s principal residence, the reasons why occupancy has not yet
commenced;

(iii) If the owner or relative for whom the tenant was evicted has moved
out of the unit within five years after service of the notice to vacate under Ordinance Section
37.9(a)(8), a copy of the written offer to the displaced tenant to re-rent the unit at a rent no
greater than what the tenant would have paid had the tenant remained in continuous occupancy
and the unit remained subject to the Rent Ordinance; and

(iv) If the owner or relative for whom the tenant was evicted has moved
out of the unit within five years after service of the notice to vacate under Ordinance Section
37.9(a)(8) and the unit was re-rented to someone other than the displaced tenant, the amount of
rent paid by the current tenant.

(4) Where the Statement of Occupancy discloses that the owner or relative for
whom the tenant was evicted is currently occupying the unit as that person’s principal residence,
the landlord shall attach to the Statement of Occupancy at least two of the following forms of
supporting documentation. Confidential information may be redacted from the supporting
documentation prior to filing it with the Rent Board.

(i) current motor vehicle registration, plus a copy of the current
insurance policy for the vehicle that shows the name of the insured, the address of the unit and
the period of coverage, with proof of payment;

(ii) current driver's license;

(iii) Social Security statement of benefits that shows the name of the recipient, the address of the unit and the current period of coverage;

(iv) current voter registration;

(v) current homeowner's or renter's insurance policy for the contents of the unit showing the name of the insured, the address of the unit and the period of coverage, with proof of payment; and/or

(vi) the most recent state or federal tax return that shows the name and address of the owner or relative occupying the unit and proof of filing.

(5) The Rent Board shall make all reasonable efforts to send the displaced tenant a copy of each Statement of Occupancy with supporting documentation within 30 days of the date of filing, or a notice that the landlord did not timely file a Statement of Occupancy if no Statement of Occupancy was timely filed.

(6) The Rent Board shall impose an administrative penalty on any landlord who fails to timely file a Statement of Occupancy with the supporting documentation required by Section 12.14(f)(4) of these Rules and Regulations, in violation of Ordinance Section 37.9(a)(8)(vii) and Section 12.14(f). Penalties shall be in the following amounts: $250 for the first violation, $500 for the second violation, and $1,000 for every subsequent violation. The procedure for the imposition, enforcement, collection, and administrative review of the administrative penalty shall be governed by Administrative Code Chapter 100, "Procedures Governing the Imposition of Administrative Fines," which is hereby incorporated in its entirety.
Section 12.17 Notices to VacateFiled with the Board

At the time of filing, the Board shall make no determination as to the legal sufficiency of notices to vacate filed pursuant to Ordinance Section 37.9(c) or of procedures followed by the parties; provided, however, that for notices to vacate under 37.9(a)(8) served on or after January 1, 2018, the Board may request that the notice state the tenant’s rent and include a blank change of address form for the tenant, as required by Ordinance Section 37.9(a)(8)(v).
CIVIL CODE - CIV

DIVISION 3. OBLIGATIONS [1427 - 3272.5] (Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)
PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273] (Part 4 enacted 1872.)
TITLE 5. HIRING [1925 - 1997.270] (Title 5 enacted 1872.)

CHAPTER 2.7. Residential Rent Control [1954.50 - 1954.535] (Title 5 added by Stats. 1995, Ch. 331, Sec. 1.)

1954.50. This chapter shall be known and may be cited as the Costa-Hawkins Rental Housing Act.
(Added by Stats. 1995, Ch. 331, Sec. 1. Effective January 1, 1996.)

1954.51. As used in this chapter, the following terms have the following meanings:
(a) "Comparable units" means rental units that have approximately the same living space, have the same number of rooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services.
(b) "Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobilehome park, or the owner of a mobilehome or his or her agent.
(c) "Prevailing market rent" means the rental rate that would be authorized pursuant to 42 U.S.C.A. 1437 (f), as calculated by the United States Department of Housing and Urban Development pursuant to Part 888 of Title 24 of the Code of Federal Regulations.
(d) "Public entity" has the same meaning as set forth in Section 811.2 of the Government Code.
(e) "Residential real property" includes any dwelling or unit that is intended for human habitation.
(f) "Tenancy" includes the lawful occupation of property and includes a lease or sublease.
(Added by Stats. 1995, Ch. 331, Sec. 1. Effective January 1, 1996.)

1954.52. (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial and subsequent rental rates for a dwelling or a unit about which any of the following is true:
(1) It has a certificate of occupancy issued after February 1, 1995.
(2) It has already been exempt from the residential rent control ordinance of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units.
(3) (A) It is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code.
(B) This paragraph does not apply to either of the following:
(i) A dwelling or unit where the preceding tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827.
(ii) A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value. The initial rent amount of the unit for purposes of this chapter shall be the lawful rent in effect on May 7, 2001, unless the rent amount is governed by a different provision of this chapter. However, if a condominium dwelling or unit meets the criteria of paragraph (1) or (2) of subdivision (a), or if all the dwellings or units except one have been sold separately by the subdivider to bona fide purchasers for value, and the subdivider has occupied that remaining unsold condominium dwelling or unit as his or her principal residence for at least one year after the subdivision occurred, then subparagraph (A) of paragraph (3) shall apply to that unsold condominium dwelling or unit.
(C) Where a dwelling or unit in which the initial or subsequent rental rates are controlled by an ordinance or charter provision in effect on January 1, 1995, the following shall apply:

(i) An owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all existing and new tenancies in effect on or after January 1, 1999, if the tenancy in effect on or after January 1, 1999, was created between January 1, 1996, and December 31, 1998.

(ii) Commencing on January 1, 1999, an owner of real property as described in this paragraph may establish the initial and all subsequent rental rates for all new tenancies if the previous tenancy was in effect on December 31, 1995.

(iii) The initial rental rate for a dwelling or unit as described in this paragraph in which the initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not, until January 1, 1999, exceed the amount calculated pursuant to subdivision (c) of Section 1954.53. An owner of residential real property as described in this paragraph may, until January 1, 1999, establish the initial rental rate for a dwelling or unit only where the tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161 of the Code of Civil Procedure.

(b) Subdivision (a) does not apply where the owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(c) Nothing in this section shall be construed to affect the authority of a public entity that may otherwise exist to regulate or monitor the basis for eviction.

(d) This section does not apply to any dwelling or unit that contains serious health, safety, fire, or building code violations, excluding those caused by disasters for which a citation has been issued by the appropriate governmental agency and which has remained unabated for six months or longer preceding the vacancy.

(Amended by Stats. 2004, Ch. 568, Sec. 4. Effective January 1, 2005.)

1954.53. (a) Notwithstanding any other provision of law, an owner of residential real property may establish the initial rental rate for a dwelling or unit, except where any of the following applies:

(1) The previous tenancy has been terminated by the owner by notice pursuant to Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to Section 827, except a change permitted by law in the amount of rent or fees. For the purpose of this paragraph, the owner's termination or nonrenewal of a contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, shall be construed as a change in the terms of the tenancy pursuant to Section 827.

(A) In a jurisdiction that controls by ordinance or charter provision the rental rate for a dwelling or unit, an owner who terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant may not set an initial rent for three years following the date of the termination or nonrenewal of the contract or agreement. For any new tenancy established during the three-year period, the rental rate for a new tenancy established in that vacated dwelling or unit shall be at the same rate as the rent under the terminated or nonrenewed contract or recorded agreement with a governmental agency that provided for a rent limitation to a qualified tenant, plus any increases authorized after the termination or cancellation of the contract or recorded agreement.

(B) Subparagraph (A) does not apply to any new tenancy of 12 months or more duration established after January 1, 2000, pursuant to the owner's contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant, unless the prior vacancy in that dwelling or unit was pursuant to a nonrenewed or canceled contract or recorded agreement with a governmental agency that provides for a rent limitation to a qualified tenant as set forth in that subparagraph.

(2) The owner has otherwise agreed by contract with a public entity in consideration for a direct financial contribution or any other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(3) The initial rental rate for a dwelling or unit whose initial rental rate is controlled by an ordinance or charter provision in effect on January 1, 1995, may not until January 1, 1999, exceed the amount calculated pursuant to subdivision (c).

(b) Subdivision (a) applies to, and includes, renewal of the initial hiring by the same tenant, lessee, authorized subtenant, or authorized sublessee for the entire period of his or her occupancy at the rental rate established for the initial hiring.

(c) The rental rate of a dwelling or unit whose initial rental rate is controlled by ordinance or charter provision in effect on January 1, 1995, shall, until January 1, 1999, be established in accordance with this subdivision. Where the previous tenant has voluntarily vacated, abandoned, or been evicted pursuant to paragraph (2) of Section 1161
of Code of Civil Procedure, an owner of residential real property may, no more than twice, establish the initial rental rate for a dwelling or unit in an amount that is no greater than 15 percent more than the rental rate in effect for the immediately preceding tenancy or in an amount that is 70 percent of the prevailing market rent for comparable units, whichever amount is greater.

The initial rental rate established pursuant to this subdivision may not substitute for or replace increases in rental rates otherwise authorized pursuant to law.

(d) Nothing in this section or any other provision of law shall be construed to preclude express establishment in a lease or rental agreement of the rental rates to be applicable in the event the rental unit subject thereto is sublet.

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit. Nothing contained in this section shall be construed to enlarge or diminish an owner’s right to withhold consent to a sublease or assignment.

(4) Acceptance of rent by the owner does not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner’s rights to establish the initial rental rate, unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

(e) Nothing in this section shall be construed to affect any authority of a public entity that may otherwise exist to regulate or monitor the grounds for eviction.

(f) This section does not apply to any dwelling or unit if all the following conditions are met:

(1) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the Health and Safety Code, excluding any violation caused by a disaster.

(2) The citation was issued at least 60 days prior to the date of the vacancy.

(3) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(Amended by Stats. 2004, Ch. 568, Sec. 5. Effective January 1, 2005.)

1954.535. Where an owner terminates or fails to renew a contract or recorded agreement with a governmental agency that provides for rent limitations to a qualified tenant, the tenant or tenants who were the beneficiaries of the contract or recorded agreement shall be given at least 90 days’ written notice of the effective date of the termination and shall not be obligated to pay more than the tenant’s portion of the rent, as calculated under the contract or recorded agreement to be terminated, for 90 days following receipt of the notice of termination of nonrenewal of the contract.

(Added by Stats. 1999, Ch. 590, Sec. 3. Effective January 1, 2000.)
Section 6.14 Establishing Rental Rates for Subsequent Occupants

(Added March 7, 1989; amended August 29, 1989; Subsection (e) added February 14, 1995; repealed and adopted April 25, 1995, effective February 14, 1995; Subsections (a), (b), (c), (d) and (e) amended and renumbered July 2, 1996; amended and renumbered April 25, 2000)

(a) Definitions. The following terms have the following meaning for purposes of this Section 6.14:

(1) "Original occupant(s)" means one or more individuals who took possession of a unit with the express consent of the landlord at the time that the base rent for the unit was first established with respect to the vacant unit.

(2) "Subsequent occupant" means an individual who became an occupant of a rental unit while the rental unit was occupied by at least one original occupant.

(3) "Co-occupant" for purposes of this Section 6.14 only, is a subsequent occupant who has a rental agreement directly with the owner.

(b) Subsequent Occupants who commenced occupancy before January 1, 1996; Co-occupants who commenced occupancy before, on or after January 1, 1996. When all original occupant(s) no longer permanently reside in the rental unit, the landlord may raise the rent of any subsequent occupant who resided in the unit prior to January 1, 1996, or of any subsequent occupant who is a co-occupant and who commenced occupancy before, on or after January 1, 1996, without regard to the limitations set forth in Section 37.3(a) of the Rent Ordinance if the landlord served on the subsequent occupant(s), within a reasonable time of actual knowledge of occupancy, a written notice that when the last of the original occupant(s) vacates the premises, a new tenancy is created for purposes of determining the rent under the Rent Ordinance. Failure to give such a notice within 60 days of the landlord's actual knowledge of the occupancy by the subsequent occupant(s) establishes a rebuttable presumption that notice was not given within a reasonable period of time. If the landlord has not timely served such a notice on the subsequent occupant(s), a new tenancy is not created for purposes of determining the rent under the Rent Ordinance when the last of the original occupant(s) vacates the premises.

(c) Subsequent Occupants who are not Co-occupants and who commenced occupancy on or after January 1, 1996, where the last Original Occupant vacated on or after April 25, 2000. When all original occupant(s) no longer permanently reside in a rental unit, and the last of the original occupants vacated on or after April 25, 2000, the landlord may establish a new base rent of any subsequent occupant(s) who is not a co-occupant and who commenced occupancy of the unit on or after January 1, 1996 without regard to the limitations set forth in Section 37.3(a) of the Rent Ordinance unless the subsequent occupant proves that the landlord waived his or her right to increase the rent by:

(1) Affirmatively representing to the subsequent occupant that he/she may remain in possession of the unit at the same rental rate charged to the original occupant(s); or

(2) Failing, within 90 days of receipt of written notice that the last original occupant is going to vacate the rental unit or actual knowledge that the last original occupant no longer permanently resides at the unit, whichever is later, to serve written notice of a rent increase or a reservation of the right to increase the rent at a later date; or
(3) Receiving written notice from an original occupant of the subsequent occupant's occupancy and thereafter accepting rent unless, within 90 days of said acceptance of rent, the landlord reserved the right to increase the rent at a later date.

Where the landlord has waived the right to increase the rent under subsection (c)(1) or (c)(3) above, the subsequent occupant to whom the representation was made or from whom the landlord accepted rent shall thereafter have the protection of an original occupant as to any future rent increases under this Section 6.14. Where the landlord has waived the right to increase the rent under subsection (c)(2) above, any subsequent occupant who permanently resides in the rental unit with the actual knowledge and consent of the landlord (if the landlord's consent is required and not unreasonably withheld) at the time of the waiver shall thereafter have the protection of an original occupant as to any future rent increases under this Section 6.14.

(d) Subsequent Occupants who are not Co-occupants and who commenced occupancy on or after January 1, 1996, where the Last Original Occupant vacated prior to April 25, 2000. When all original occupants no longer permanently reside in a rental unit and the last of the original occupants vacated prior to April 25, 2000, the landlord may establish a new base rent for any subsequent occupants who are not co-occupants and who commenced occupancy of the unit on or after January 1, 1996 without regard to the limitations set forth in Section 37.3(a) of the Rent Ordinance if:

(1) The landlord served on the subsequent occupant(s), within a reasonable time of actual knowledge of occupancy, a written notice that when the last of the original occupants vacates the premises, the new tenancy is created for purposes of determining the rent under the Rent Ordinance. Failure to give such a notice within 60 days of the landlord's actual knowledge of the occupancy by the subsequent occupant(s) establishes a rebuttable presumption that notice was not given within a reasonable period of time; or

(2) The landlord is entitled to establish a new base rent under the Costa Hawkins Rental Housing Act, California Civil Code Section 1954.53(d), even if no notice was served on the subsequent occupant(s) pursuant to subsection (d)(1) above.

(e) Subsequent Occupants of Proposition I Affected Units. When all original occupant(s) no longer permanently reside in a Proposition I Affected Unit, the landlord may raise the rent of any subsequent occupant who resided in the unit prior to February 15, 1995 without regard to the limitations set forth in Section 37.3(a) of the Rent Ordinance if the landlord served on the subsequent occupant(s), on or before August 15, 1995, a written notice that when the last of the original occupant(s) vacates the premises, a new tenancy is created for purposes of determining the rent under the Rent Ordinance. If the landlord has not timely served such a notice on the pre-February 15, 1995 subsequent occupant(s) of the Proposition I Affected Unit, a new tenancy is not created for purposes of determining the rent under the Rent Ordinance when the last of the original occupant(s) vacates the premises. For subsequent occupants who commenced occupancy in a Proposition I Affected Unit on or after February 15, 1995, the provisions of subsections (a) through (d) above apply.

(f) This Section 6.14 is intended to comply with Civil Code Section 1954.50 et seq. and shall not be construed to enlarge or diminish rights thereunder.
CURRICULUM VITAE

PRACTICE SUMMARY – TENDER RIGHTS
Andrew Westley represents Bay Area tenants in every type of legal situation including:
- Wrongful eviction and retaliation lawsuits
- Habitability disputes, including mold
- Lease disputes and terminations
- Illegal unit issues
- Tenancy buy-out negotiations (individual and group)
- Eviction defense
- Rent Board hearings and mediation sessions

PHILOSOPHY
In tenant-landlord disputes, knowledge is power. Too often, tenants make critical decisions based upon misinformation or incomplete information. Retaining experienced counsel can be the pivotal key to success when a person’s home is placed in jeopardy. The Westley Law Office is committed to protecting tenants’ rights, and preserving safe and affordable housing.

PROFESSIONAL
California State Bar (1994–present)
New York State Bar (1986–present)
B.A., New York University, NYC, 1982
J.D., Fordham Law School, NYC, 1985
Judge Pro Tempore, San Francisco Superior Court, 2003 – present

SEMINARS/PANELS
Annual Panelist, Recent Developments & Hot Topics in S.F. Landlord-Tenant Practice (BASF)
Annual Panelist, Annual Tenant Lawyer Panel (S.F. Apt. Assoc.)
Panelist, Representing Residential Landlords & Tenants in Unlawful Detainer Actions (CEB)
Panelist, Landlord and Tenant Law in California (Lorman Education Services)

PUBLICATIONS/SEMINARS/AWARDS
Consulting Author, Practice Guide: California Landlord-Tenant Litigation (LexisNexis)
Contributing Author, Federal Litigation Guide (LexisNexis)
Author, The Risks of Nonconforming Apartment Units (S.F. Apartment Magazine, 11/05)

AWARDS
Attorney of the Year, AIDS Legal Referral Panel
Times Mirror Innovation Prize