

1 [Administrative Code - Tenant Opportunity To Cure; Eviction Protections]

2
3 **Ordinance amending the Administrative Code to require landlords pursuing certain**
4 **types of evictions to first provide their tenants written notice and an opportunity to**
5 **cure, unless the eviction is based on an imminent health or safety issue or the non-**
6 **payment of COVID-19 rental debt; and making findings that the eviction protections in**
7 **the Rent Ordinance are more protective than those found in State law pursuant to**
8 **California Civil Code, Section 1946.2.**

9
10 **NOTE:** **Unchanged Code text and uncodified text** are in plain Arial font.
11 **Additions to Codes** are in *single-underline italics Times New Roman font*.
12 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
13 **Board amendment additions** are in double-underlined Arial font.
14 **Board amendment deletions** are in ~~strikethrough Arial font~~.
15 **Asterisks (* * * *)** indicate the omission of unchanged Code
16 subsections or parts of tables.

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

18 Section 1. Purpose and Findings.

19 The Rent Ordinance recognizes that tenants owe certain obligations to their landlords,
20 and that a tenant's failure to meet those obligations may under certain conditions give the
21 landlord just cause to evict. But the Rent Ordinance generally does not specify for how long a
22 tenant's misconduct must continue before it rises to the level of being a just cause. This
23 ambiguity creates confusion, and is particularly harmful to tenants, as some landlords claim
24 that a tenant's violation instantly creates just cause to evict even if the tenant just made an
25 innocent mistake or is able to correct the issue. A cure period would reduce the undue
hardship suffered by tenants who face sudden evictions and promote economy in the use of

1 judicial resources, while still protecting the property owners by curing the harm. It is essential
2 to provide clarity around what constitutes just cause: if a tenant can correct the violation within
3 a reasonable timeframe, to nevertheless evict the tenant and put them at risk of permanent
4 displacement from the City is not appropriate.

5
6 Section 2. The Administrative Code is hereby amended by revising Section 37.1, to
7 read as follows:

8 **SEC. 37.1. TITLE AND FINDINGS.**

9 * * * *

10 (d) In accordance with California Civil Code Section 1946.2(g)(1)(B), the Board of
11 Supervisors finds that this Chapter 37 further limits the permissible reasons for termination of a
12 residential tenancy and provides additional tenant protections as compared to California Civil Code
13 Section 1946.2, which the California Legislature adopted as part of the Tenant Protection Act of 2019.
14 The Board of Supervisors therefore finds that this Chapter 37 is more protective of tenants than Section
15 1946.2, and intends that this Chapter 37 shall apply rather than Section 1946.2.

16
17 Section 3. The Administrative Code is hereby amended by revising Section 37.9, to
18 read as follows:

19 **SEC. 37.9. EVICTIONS.**

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

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

23 (1) The tenant:

24 (A) Has failed to pay the rent to which the landlord is lawfully entitled under the
25 oral or written agreement between the tenant and landlord:

1 * * * *

2 (B) Habitually pays the rent late; or

3 (C) Gives checks which are frequently returned because there are insufficient
4 funds in the checking account;

5 * * * *

6 (2) The tenant has violated a lawful obligation or covenant of tenancy other than
7 the obligation to surrender possession upon proper notice or other than an obligation to pay a
8 charge prohibited by Police Code Section 919.1, the violation was substantial, and the tenant
9 fails to cure such violation after having received written notice thereof from the landlord.

10 * * * *

11 (3) The tenant is committing or permitting to exist a nuisance in, or is causing
12 substantial damage to, the rental unit, or is creating a substantial interference with the
13 comfort, safety or enjoyment of the landlord or tenants in the building, the activities are
14 severe, continuing or recurring in nature, and the nature of such nuisance, damage or
15 interference is specifically stated by the landlord in writing as required by Section 37.9(c).

16 * * * *

17 (4) The tenant is using or permitting a rental unit to be used for any illegal
18 purpose, provided however that a landlord shall not endeavor to recover possession of a
19 rental unit solely:

20 (A) as a result of a first violation of Chapter 41A that has been cured within 30
21 days written notice to the tenant; or

22 (B) because the illegal use is the residential occupancy of a unit not authorized
23 for residential occupancy by the City. Nothing in this Section 37.9(a)(4)(B) prohibits a landlord
24 from endeavoring to recover possession of the unit under Section 37.9(a)(8) or (10) of this
25 Chapter 37.

1 (5) The tenant, who had an oral or written agreement with the landlord which
2 has terminated, has refused after written request or demand by the landlord to execute a
3 written extension or renewal thereof for a further term of like duration and under such terms
4 which are materially the same as in the previous agreement; provided, that such terms do not
5 conflict with any of the provisions of this Chapter 37; or

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

8 * * * *

9 (c) A landlord shall not endeavor to recover possession of a rental unit unless at
10 least one of the grounds enumerated in Section 37.9(a) or (b) above is (1) the landlord's
11 dominant motive for recovering possession and (2) unless the landlord informs the tenant in
12 writing on or before the date upon which notice to vacate is given of the grounds under which
13 possession is sought. For notices to vacate under Sections 37.9(a)(1), (2), (3), (4), (5), or (6), the
14 landlord shall prior to serving the notice to vacate provide the tenant a written warning and an
15 opportunity to cure as set forth in Section 37.9(o). For ~~and for~~ notices to vacate under Sections
16 37.9(a)(8), (9), (10), (11), ~~or~~ (14), the landlord shall state in the notice to vacate the lawful
17 rent for the unit at the time the notice is issued, before endeavoring to recover possession.
18 The Board shall prepare a written form that (1) states that a tenant's failure to timely act in
19 response to a notice to vacate may result in a lawsuit by the landlord to evict the tenant, and
20 that advice regarding the notice to vacate is available from the Board; and (2) includes
21 information provided by the Mayor's Office of Housing and Community Development
22 regarding eligibility for affordable housing programs. The Board shall prepare the form in
23 English, Chinese, Spanish, Vietnamese, Tagalog, and Russian and make the form available
24 to the public on its website and in its office. A landlord shall attach a copy of the form that is in
25 the primary language of the tenant to a notice to vacate before serving the notice, except that

1 if the tenant's primary language is not English, Chinese, Spanish, Vietnamese, Tagalog, or
2 Russian, the landlord shall attach a copy of the form that is in English to the notice. A copy of
3 all notices to vacate except three-day notices to pay rent or quit and a copy of any additional
4 written documents informing the tenant of the grounds under which possession is sought shall
5 be filed with the Board within 10 days following service of the notice to vacate. In any action to
6 recover possession of the rental unit under Section 37.9, the landlord must plead and prove
7 that at least one of the grounds enumerated in Section 37.9(a) or (b) and also stated in the
8 notice to vacate is the dominant motive for recovering possession. Tenants may rebut the
9 allegation that any of the grounds stated in the notice to vacate is the dominant motive.

10 * * * *

11 (o) Notice and Opportunity to Cure. The grounds for recovering possession set forth in
12 Sections 37.9(a)(1), (2), (3), (4), (5), and (6) shall not apply unless the violation is not cured within ten
13 days after the landlord has provided the tenant a written warning that describes the alleged violation
14 and informs the tenant that a failure to correct such violation within ten days may result in the
15 initiation of eviction proceedings. The Rent Board shall prepare a form that landlords may use for this
16 purpose. However, this Section 37.9(o) shall not apply if a longer notice and cure period applies (for
17 example, under the terms of the lease agreement between the parties); or if the landlord is seeking to
18 recover possession based on the tenant causing or creating an imminent risk of physical harm to
19 persons or property; or if the landlord is seeking to recover possession based on the non-payment of
20 rent or any other unpaid financial obligation of a tenant under the tenancy that came due between
21 March 1, 2020 and March 31, 2022.

22
23 Section 4. Effective Date. This ordinance shall become effective 30 days after
24 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
25

1 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
2 of Supervisors overrides the Mayor's veto of the ordinance.

3
4 Section 5. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors
5 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,
6 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal
7 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment
8 additions, and Board amendment deletions in accordance with the "Note" that appears under
9 the official title of the ordinance.

10
11 Section 6. Severability. If any section, subsection, sentence, clause, phrase, or word
12 of this ordinance, or any application thereof to any person or circumstance, is held to be
13 invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision
14 shall not affect the validity of the remaining portions or applications of the ordinance. The
15 Board of Supervisors hereby declares that it would have passed this ordinance and each and
16 every section, subsection, sentence, clause, phrase, and word not declared invalid or
17 unconstitutional without regard to whether any other portion of this ordinance or application
18 thereof would be subsequently declared invalid or unconstitutional.

19
20 APPROVED AS TO FORM:
21 DENNIS J. HERRERA, City Attorney

22
23 By: /s/ MANU PRADHAN
24 Deputy City Attorney
25 n:\vegana\as2021\2200114\01568918.docx



City and County of San Francisco

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

Tails
Ordinance

File Number: 211265

Date Passed: February 01, 2022

Ordinance amending the Administrative Code to require landlords pursuing certain types of evictions to first provide their tenants written notice and an opportunity to cure, unless the eviction is based on an imminent health or safety issue or the non-payment of COVID-19 rental debt; and making findings that the eviction protections in the Rent Ordinance are more protective than those found in State law pursuant to California Civil Code, Section 1946.2.

January 10, 2022 Land Use and Transportation Committee - RECOMMENDED

January 25, 2022 Board of Supervisors - PASSED ON FIRST READING


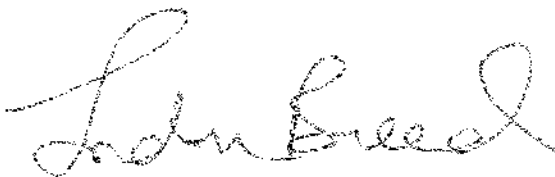
Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

February 01, 2022 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 211265

I hereby certify that the foregoing
Ordinance was FINALLY PASSED on
2/1/2022 by the Board of Supervisors of the
City and County of San Francisco.


Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

2/11/22
Date Approved