


BOARD of SUPERVISORS



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MEMORANDUM

TO: Youth Commission
FROM:  Alisa Somera, Assistant Clerk
Land Use and Transportation Committee
DATE: February 9, 2016

SUBJECT: REFERRAL FROM BOARD OF SUPERVISORS

The Board of Supervisors has received the following, which is being referred as per Charter, Section 4.124, for comment and recommendation. The Commission may provide any response it deems appropriate within 12 days from the date of this referral.

File No. 160100

Ordinance amending the Administrative Code to prevent certain no-fault evictions (owner move-in, condominium conversion, removal of rental unit, capital improvement, and substantial rehabilitation) during the school year if a child under 18 or a person who works at a school in San Francisco resides in the rental unit, is a tenant or has a custodial or family relationship with a tenant, and the tenant has resided in the unit for 12 months or more, provided, however, that this ordinance would not restrict the timing of evictions performed in connection with mandatory seismic retrofits pursuant to Building Code, Chapter 34B, and Administrative Code, Chapter 65A; and to remove existing exceptions for owners that apply to owner move-in evictions during the school year.

Please return this cover sheet with the Commission's response to **Alisa Somera, Clerk, Land Use and Transportation Committee.**

RESPONSE FROM YOUTH COMMISSION Date: _____

- No Comment
- Recommendation Attached

Chairperson, Youth Commission

1 [Administrative Code - No-Fault Eviction Protections During School Year]

2
3 **Ordinance amending the Administrative Code to prevent certain no-fault evictions**
4 **(owner move-in, condominium conversion, removal of rental unit, capital improvement,**
5 **and substantial rehabilitation) during the school year if a child under 18 or a person**
6 **who works at a school in San Francisco resides in the rental unit, is a tenant or has a**
7 **custodial or family relationship with a tenant, and the tenant has resided in the unit for**
8 **12 months or more, provided, however, that this ordinance would not restrict the timing**
9 **of evictions performed in connection with mandatory seismic retrofits pursuant to**
10 **Building Code, Chapter 34B, and Administrative Code, Chapter 65A; and to remove**
11 **existing exceptions for owners that apply to owner move-in evictions during the school**
12 **year.**

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

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

22 Section 1. Findings.

23 (a) The frequency of no-fault evictions in San Francisco, combined with the steep rise
24 in market rents, has displaced many lower and middle income households from their homes.
25 Many of these households have experienced considerable dislocation as a result, and have
found upon eviction that they can no longer afford to remain in the City.

1 (b) No-fault evictions occur year-round, but those occurring during the school year are
2 of particular concern due to the adverse effect on children. Studies overwhelmingly
3 demonstrate that moving homes in the middle of the school year can be harmful for children.
4 For example, a 2009 Legislative Analyst Report previously submitted to the Board of
5 Supervisors indicates that residential instability likely has a negative effect on a child's
6 academic performance, social relationships, and mental health (File No. 090835). Likewise, a
7 2015 study from New York University, titled "Moving Matters: The Causal Effect of Moving
8 Schools on Student Performance," found that mid-year moves are more likely to disrupt
9 children's peer networks and interfere with the learning process.

10 (c) The impact of no-fault evictions during the school year on school staff, both
11 teachers and others, also raises serious concern. School staff tend to be especially
12 vulnerable to displacement due to salary limitations that can make it difficult to quickly or
13 easily locate replacement housing, and the eviction of school staff during the school year can
14 cause significant harm. Children need strong mentoring relationships to succeed and often
15 turn to school staff, particularly when they cannot find stability in their homes or in their
16 communities. There is a broad consensus that academic performance suffers when teachers
17 leave or are repeatedly absent during the school year. And the loss of school staff other than
18 teachers is also harmful, not only because non-teaching staff support teachers in the
19 classroom, but also because the loss of non-teaching staff results in teachers having to
20 devote more time and energy to non-teaching duties. Thus, mid-year evictions of school staff
21 disrupt relationships that are important to children, interfere with the learning process, and
22 burden our schools.

23 (d) For the foregoing reasons, the Board of Supervisors finds that there is a strong
24 public interest in reducing the number of evictions during the school year of families with
25

1 children, and of teachers and other school staff. Accordingly, this ordinance will serve the
2 public interest by regulating the timing of certain no-fault evictions.

3
4 Section 2. The Administrative Code is hereby amended by revising Section 37.9 to
5 read as follows:

6 **SEC. 37.9. EVICTIONS.**

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

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

10 * * * *

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

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

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

23 * * * *

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

4 (10) The landlord seeks to recover possession in good faith in order to
5 demolish or to otherwise permanently remove the rental unit from housing use and has
6 obtained all the necessary permits on or before the date upon which notice to vacate is given,
7 and does so without ulterior reasons and with honest intent; provided that a landlord who
8 seeks to recover possession under this Section 37.9(a)(10) shall pay relocation expenses as
9 provided in Section 37.9C except that a landlord who seeks to demolish an unreinforced
10 masonry building pursuant to Building Code Chapters 16B and 16C must provide the tenant
11 with the relocation assistance specified in Section 37.9A(f) below prior to the tenant's vacating
12 the premises; or

13 (11) The landlord seeks in good faith to remove temporarily the unit from
14 housing use in order to be able to carry out capital improvements or rehabilitation work and
15 has obtained all the necessary permits on or before the date upon which notice to vacate is
16 given, and does so without ulterior reasons and with honest intent. Any tenant who vacates
17 the unit under such circumstances shall have the right to reoccupy the unit at the prior rent
18 adjusted in accordance with the provisions of this Chapter. The tenant will vacate the unit only
19 for the minimum time required to do the work. On or before the date upon which notice to
20 vacate is given, the landlord shall advise the tenant in writing that the rehabilitation or capital
21 improvement plans are on file with the Central Permit Bureau of the Department of Building
22 Inspection and that arrangements for reviewing such plans can be made with the Central
23 Permit Bureau. In addition to the above, no landlord shall endeavor to recover possession of
24 any unit subject to a RAP loan as set forth in Section 37.2(m) of this Chapter except as
25 provided in Section 32.69 of the San Francisco Administrative Code. The tenant shall not be

1 required to vacate pursuant to this Section 37.9(a)(11), for a period in excess of three months;
2 provided, however, that such time period may be extended by the Board or its Administrative
3 Law Judges upon application by the landlord. The Board shall adopt rules and regulations to
4 implement the application procedure. Any landlord who seeks to recover possession under
5 this Section 37.9(a)(11) shall pay relocation expenses as provided in Section 37.9C or

6 (12) The landlord seeks to recover possession in good faith in order to carry
7 out substantial rehabilitation, as defined in Section 37.2(s), and has obtained all the necessary
8 permits on or before the date upon which notice to vacate is given, and does so without
9 ulterior reasons and with honest intent. Notwithstanding the above, no landlord shall endeavor
10 to recover possession of any unit subject to a RAP loan as set forth in Section 37.2(m) of this
11 Chapter except as provided in Section 32.69 of the San Francisco Administrative Code; Any
12 landlord who seeks to recover possession under this Section 37.9(a)(12) shall pay relocation
13 expenses as provided in Section 37.9C; or

14 * * * *

15 (j) The following additional provision shall apply to a landlord who seeks to recover a
16 rental unit by utilizing the grounds enumerated in Sections 37.9(a)(8), (a)(9), (a)(10), (a)(11), or
17 (a)(12).

18 (1) It shall be a defense to an eviction under Sections 37.9(a)(8), (a)(9), (a)(10),
19 (a)(11), or (a)(12) if ~~any tenant in the rental unit has a custodial or family relationship with~~ a child
20 under the age of 18 or any educator resides who is residing in the unit, the child or educator is a
21 tenant in the unit or has a custodial or family relationship with a tenant in the unit, the tenant ~~with the~~
22 ~~eustodial or family relationship~~ has resided in the unit for 12 months or more, and the effective
23 date of the notice of termination of tenancy falls during the school year. ~~The term "school year"~~
24 ~~as used in this Section 37.9(j) means the first day of instruction for the Fall Semester through the last~~
25

1 *day of instruction for the Spring Semester, as posted on the San Francisco Unified School District*
2 *website for each year.*

3 (2) ~~The foregoing provision~~ Section 37.9(j)(1) shall not apply where *the landlord*
4 *is seeking to temporarily evict or temporarily sever housing services in order to perform seismic work*
5 *required by Building Code Chapter 34B and has provided notice and compensation as required by*
6 *Administrative Code Chapter 65A. there is only one rental unit owned by the landlord in the building,*
7 *or where the owner who will move into the unit pursuant to a Section 37.9(a)(8) eviction has a*
8 *custodial or family relationship with a child under the age of 18 who will reside in the unit with the*
9 *owner.*

10 (3) Within 30 days of personal service by the landlord of a written request, or,
11 at the landlord's option, a notice of termination of tenancy under Section 37.9(a)(8), (a)(9),
12 (a)(10), (a)(11), or (a)(12), the tenant must submit a statement with supporting evidence to the
13 landlord, if the tenant claims to be a member of the class protected from eviction by Section
14 37.9(j). The landlord's written request or notice shall contain a warning that a tenant's failure
15 to submit a statement within the 30 day period shall be deemed an admission that the tenant
16 is not protected from eviction by Section 37.9(j). The landlord shall file a copy of the landlord's
17 request or notice with the Rent Board within 10 days of service on the tenant. A tenant's
18 failure to submit a statement within the 30 day period shall be deemed an admission that the
19 tenant is not protected from eviction by Section 37.9(j). A landlord may challenge a tenant's
20 claim of protected status either by requesting a hearing with the Rent Board or, at the
21 landlord's option, through commencement of eviction proceedings, including service of a
22 notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant
23 shall have the burden of proof to show protected status. No civil or criminal liability under
24 Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a
25 tenant's claim of protected status.

1 (4) For purposes of this Section 37.9(j), the following terms have the following
2 meanings:

3 "Custodial relationship" means, with respect to a child and a tenant, that the tenant person
4 is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for
5 the child, or ~~that the person~~ has provided full-time custodial care of the child pursuant to an
6 agreement with the child's legal guardian or court-recognized caregiver and has been
7 providing that care for at least one year or half of the child's lifetime, whichever is less.

8 "Educator" means any person who works at a school in San Francisco as an employee or
9 independent contractor of the school or of the governing body that has jurisdiction over the school,
10 including, without limitation, all teachers, classroom aides, administrators, administrative staff,
11 counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security
12 guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and
13 learning support consultants.

14 The term "fFamily relationship" means that the person is the parent, grandparent,
15 brother, sister, aunt, or uncle of the child or educator, or the spouse or domestic partner of
16 such relations.

17 "School" means any state-licensed child care center, state-licensed family day care, and/or any
18 public, private, or parochial institution that provides educational instruction for students in any or all
19 of the grades from kindergarten through twelfth grade.

20 "School year" means the first day of instruction for the Fall Semester through the last day of
21 instruction for the Spring Semester, as posted on the San Francisco Unified School District website for
22 each year.


23 * * * *

1 Section 3. Effective Date. This ordinance shall become effective 30 days after
2 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
3 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
4 of Supervisors overrides the Mayor's veto of the ordinance.

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

12
13 Section 5. Severability. If any section, subsection, sentence, clause, phrase, or word
14 of this ordinance, or any application thereof to any person or circumstance, is held to be
15 invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision
16 shall not affect the validity of the remaining portions or applications of the ordinance. The
17 Board of Supervisors hereby declares that it would have passed this ordinance and each and
18 every section, subsection, sentence, clause, phrase, and word not declared invalid or
19 unconstitutional without regard to whether any other portion of this ordinance or application
20 thereof would be subsequently declared invalid or unconstitutional.

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

23 By: 
24 MANU PRADHAN
25 Deputy City Attorney
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