

November 20, 2015

## **NOTICE OF PUBLIC HEARING**

<b>DATE:</b>	<b>DECEMBER 3, 2015</b>
<b>TIME:</b>	<b>6:00 P.M.</b>
<b>PLACE:</b>	<b>25 VAN NESS AVENUE (AT MARKET STREET) SUITE 70, LOWER LEVEL SAN FRANCISCO, CALIFORNIA</b>

**THE RENT BOARD COMMISSIONERS INVITE THE PUBLIC TO COMMENT ON PROPOSED CHANGES TO THE RULES AND REGULATIONS GOVERNING THE RESIDENTIAL RENT STABILIZATION AND ARBITRATION ORDINANCE, CHAPTER 37 OF THE SAN FRANCISCO ADMINISTRATIVE CODE.**

**THE COMMISSION IS TAKING PUBLIC COMMENT ON PROPOSED AMENDMENTS TO RULES AND REGULATIONS SECTIONS 6.15A, 6.15B, 6.15D AND NEW PROPOSED SECTION 6.15E. THE AMENDMENTS ARE INTENDED TO IMPLEMENT THE RECENTLY PASSED “EVICION 2.0” LEGISLATION (Ord. No. 171-15), SPONSORED BY SUPERVISOR KIM, WHICH BECAME EFFECTIVE ON NOVEMBER 9, 2015.**

**THE KIM LEGISLATION MADE CHANGES TO ORDINANCE SECTIONS 37.9(a)(2)(A) & (B). PREVIOUSLY, THE LANDLORD WAS REQUIRED TO RESPOND TO A TENANT’S WRITTEN REQUEST FOR A REPLACEMENT ROOMMATE OR FAMILY MEMBER WITHIN 14 DAYS. UNDER THE KIM LEGISLATION, IF THE LANDLORD FAILS TO RESPOND TO THE TENANT IN WRITING WITH A DESCRIPTION OF THE REASONS FOR THE DENIAL OF THE REQUEST WITHIN 14 DAYS OF RECEIPT OF THE REQUEST, THE REQUEST IS DEEMED APPROVED BY**

**THE LANDLORD. THE PROPOSED AMENDMENTS TO RULES SECTIONS 6.15A, B AND D ARE INTENDED TO CONFORM THE REGULATIONS TO THE NEW ORDINANCE, AS WELL AS OUTLINE THE PROCESS BY WHICH A TENANT MAY SEEK CONSENT FOR A REPLACEMENT ROOMMATE OR AN ADDITIONAL FAMILY MEMBER AND/OR A LANDLORD MAY REASONABLY DENY CONSENT. ADDITIONALLY, NEW PROPOSED SECTION 6.15E IMPLEMENTS NEW ORDINANCE SECTION 37.9(a)(2)(C), WHICH PROHIBITS A LANDLORD FROM EVICTING A TENANT WHO HAS ADDED NO MORE THAN A SPECIFIED NUMBER OF ADDITIONAL OCCUPANTS TO THE UNIT, EVEN WHERE A LEASE OR RENTAL AGREEMENT LIMITS THE NUMBER OF OCCUPANTS OR LIMITS OR PROHIBITS SUBLETTING OR ASSIGNMENT, SUBJECT TO THE LANDLORD'S REASONABLE DENIAL FOLLOWING A WRITTEN REQUEST BY THE TENANT. AMENDMENTS TO SECTIONS 6.15A, B, D AND E SPECIFY THAT NOTHING THEREIN SHALL SERVE TO WAIVE A LANDLORD'S RIGHTS UNDER THE COSTA-HAWKINS RENTAL HOUSING ACT, AND CLARIFY THAT A LANDLORD'S NON-RESPONSE TO A TENANT'S WRITTEN REQUEST SHALL NOT BE DEEMED AN UNREASONABLE DENIAL OF THE TENANT'S REQUEST FOR A REPLACEMENT ROOMMATE OR AN ADDITIONAL OCCUPANT. LASTLY, SECTIONS 6.15D AND E ARE CLARIFIED TO SPECIFICALLY STATE THAT THOSE SECTIONS DO NOT APPLY TO RENTAL AGREEMENTS OR LEASES THAT HAVE NEITHER AN OCCUPANCY LIMIT NOR COVENANTS ON SUBLETTING OR ASSIGNMENT.**

**TO IMPLEMENT THE ORDINANCE AMENDMENT, THE RENT BOARD HAS PROPOSED THE ATTACHED REGULATIONS.**

You may either comment at the Public Hearing and/or submit written comments. If you would like to submit written comments, it is requested that they be received at the Department no later than **NOON on MONDAY, NOVEMBER 30, 2015**, so that the Commissioners can receive and review your comments prior to the hearing. Written comments may also be submitted at the hearing. Please submit 13 copies of your comments in order to facilitate their distribution. You will be able to address the Commissioners during the public comment period at the hearing. The proposed regulations read as follows below:

1 **Section 6.15 Subletting and Assignment**

2 (Effective March 24, 1998, except paragraphs (a) and (f) which are effective  
3 May 25, 1998; amended and renumbered December 21, 1999)

3 **Section 6.15A Subletting and Assignment—Where Rental Agreement Includes an  
4 Absolute Prohibition Against Subletting and Assignment**

(Amended March 29, 2005; amended [date])

5 This Section 6.15A applies only when a lease or rental agreement includes an absolute  
6 prohibition against subletting and assignment.

7 (a) For agreements entered into on or after May 25, 1998, breach of an absolute  
8 prohibition against subletting or assignment may constitute a ground for termination of tenancy  
9 pursuant to, and subject to the requirements of, Ordinance Section 37.9(a)(2)(A) and subsection  
10 (b) below, only if such prohibition was adequately disclosed to and agreed to by the tenant at the  
11 commencement of the tenancy. For purposes of this subsection, adequate disclosure shall  
12 include satisfaction of one of the following requirements:

13 (1) the prohibition against sublet or assignment is set forth in enlarged or  
14 boldface type in the lease or rental agreement and is separately initialed by the tenant; or

15 (2) the landlord has provided the tenant with a written explanation of the  
16 meaning of the absolute prohibition, either as part of the written lease or rental agreement, or in  
17 a separate writing.

18 (b) If the lease or rental agreement specifies a number of tenants to reside in a unit,  
19 or where the open and established behavior of the landlord and tenants has established that the  
20 tenancy includes more than one tenant (exclusive of any additional occupant approved under  
21 Ordinance Sections 37.9(a)(2)(B) or 37.9(a)(2)(C)), then the replacement of one or more of the  
22 tenants by an equal number of tenants, subject to subsections (c) and (d) below, shall not  
23 constitute a breach of the lease or rental agreement for purposes of termination of tenancy under  
24 Section 37.9(a)(2) of the Ordinance.

25 (c) If the tenant makes ~~an initial~~ a written request to the landlord for permission to  
26 sublease in accordance with Section 37.9(a)(2)(A), and the landlord fails to ~~respond~~ deny the  
27 request in writing with a description of the reasons for the denial of the request, including  
28 specific facts supporting the reasons for the denial, within fourteen (14) days of ~~actual~~ receipt of

**\*\*DRAFT 11-17-15\*\***

1 the tenant's written notice request, the subtenancy is deemed approved pursuant to Ordinance  
2 Section 37.9(a)(2)(A). *If the tenant's request is sent to the landlord by mail, the request shall be*  
3 *deemed received on the fifth calendar day after the postmark date. If the tenant's request is*  
4 *sent to the landlord by email, the request shall be deemed received on the second calendar day*  
5 *after the date the email is sent. If the tenant's request is personally served on delivered to*  
6 *the landlord, the request is considered received on the date of service delivery. For*  
7 *purposes of this subsection 6.15A(c), the 14-day period begins to run on the day after the*  
8 *tenant's written request is received by the landlord.*

9 (d)(1) The tenant's inability to obtain the landlord's consent to subletting or assignment  
10 to a person specified in subsection 6.15A(b) above shall not constitute a breach of the lease or  
11 rental agreement for purposes of eviction under Ordinance Section 37.9(a)(2), where the  
12 subletting or assignment is deemed approved pursuant to subsection (c) above or where the  
13 landlord has unreasonably withheld consent to such change denied, pursuant to subsection (e)  
14 below, the tenant's request to replace a departing tenant and . Withholding of consent by the  
15 landlord shall be deemed to be unreasonable if ~~the tenant has met~~ the following requirements  
16 **have been met:**

17 (i) The tenant has requested in writing the permission of the landlord  
18 to the sublease or assignment prior to the commencement of the proposed new tenant's or new  
19 subtenant's occupancy of the unit,=

20 (ii) *After receipt of the tenant's written request, t* **The landlord has**  
21 **five calendar days after receipt of the tenant's written request to request**  
22 **the tenant to submit a** ~~The proposed new tenant or new subtenant, if requested by the landlord,~~  
23 ~~has completed the landlord's standard form application,=~~ **for the proposed new tenant or**  
24 **subtenant** or, in the event the landlord fails to provide an application or has no standard form  
25 application, the proposed new tenant or new subtenant has, upon request, provided sufficient  
26 information to allow the landlord to conduct a typical background check, including credit  
27 information, income information, **full name, date of birth and** references **if**

1 **requested.** ~~and background information.~~ **The 5-day period begins to run on the day after**  
2 **receipt of the tenant's written request for permission to replace a departing tenant or**  
3 **subtenant.**  ~~provided, however, t~~ **The landlord may request credit or income information only if**  
4 **the new tenant or new subtenant will be legally obligated to pay some or all of the rent to the**  
5 **landlord; . Nothing in Section 6.15A shall be construed as allowing a landlord to require a**  
6 **replacement roommate to pay some or all of the rent to the landlord.**

7 (iii) The tenant has **five calendar days after receipt of the landlord's**  
8 **timely request pursuant to subsection 6.15A(d)(1)(ii) to**  ~~provided the landlord five (5) business~~  
9  ~~days to process~~ **with the proposed new tenant's or new subtenant's application or typical**  
10 **background check information. within xx days of receipt of the landlord's request; The 5-day**  
11 **period begins to run on the day after actual receipt of the landlord's request.**

12 (iv) The proposed new tenant or new subtenant meets the regular  
13 reasonable application standards of the landlord, **except that creditworthiness may not be the**  
14 **basis for denial of the tenant's request to replace a departing tenant if the new tenant or new**  
15 **subtenant will not be legally obligated to pay some or all of the rent to the landlord;**

16 (v) The proposed new tenant or new subtenant, **if requested by the**  
17 **landlord,** has agreed **in writing** to sign and be bound by the current rental agreement between  
18 the landlord and the tenant;

19 (vi) The tenant has not, without good cause, requested landlord  
20 consent to a ~~new tenant or new subtenant~~ **replacement of a departing tenant pursuant to this**  
21 **section 6.15A** more than one time per existing tenant residing in the unit during the previous 12  
22 months;

23 (vii) The tenant is requesting replacement of a departing tenant or  
24 tenants with an equal number of new tenants.

25 (2) This subsection (d) shall not apply to assignment of the entire tenancy or  
26 subletting of the entire unit.

27 **(e) Denial by the landlord of the tenant's written request to replace a departing tenant**  
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1 shall not be considered unreasonable in some circumstances, including but not limited to the  
2 following:

3 (1) where the proposed new tenant or subtenant will be legally obligated to pay  
4 some or all of the rent to the landlord and the landlord can establish the proposed new tenant's  
5 or new subtenant's lack of creditworthiness;

6 (2) where *the landlord has made a timely request for the proposed new tenant or*  
7 *subtenant to complete the landlord's standard form application or provide sufficient*  
8 *information to allow the landlord to conduct a typical background check and the proposed new*  
9 *tenant or subtenant does not, comply within five calendar days of actual receipt by the tenant of*  
10 *the landlord's request; ~~complete the landlord's standard form application or provide sufficient~~*  
11 *information to allow the landlord to conduct a typical background check;*

12 (3) where the landlord can establish that the proposed new tenant or subtenant  
13 has intentionally misrepresented significant facts on the landlord's standard form application or  
14 provided significant misinformation to the landlord that interferes with the landlord's ability to  
15 conduct a typical background check;

16 (4) where the landlord can establish that the proposed new tenant or subtenant  
17 presents a direct threat to the health, safety or security of other residents of the property; and,

18 (5) where the landlord can establish that the proposed new tenant or subtenant  
19 presents a direct threat to the safety, security or physical structure of the property.

20 ~~(e) — Where a lease or rental agreement specifies the number of tenants to reside in a~~  
21 ~~unit, or where the open and established behavior of the landlord and tenants has established~~  
22 ~~that the tenancy includes more than one tenant, failure of the landlord to consent to the~~  
23 ~~replacement of one or more of the tenants by an equal number of tenants, subject to subsection~~  
24 ~~(d)(1) above, may constitute a decrease in housing services pursuant to Section 10.10 of these~~  
25 ~~Regulations. [renumbered as subsection (g), with proposed amendments]~~

26 (f) Nothing in this Section shall prevent the landlord from providing a replacement  
27 new tenant or new subtenant with written notice as provided under Section 6.14 that the tenant  
28

1 is not an original ~~tenant~~ occupant as defined in Section 6.14(a)(1) and that when the last of the  
2 original occupant tenant(s) who meet the latter definition vacates the premises, a new tenancy is  
3 created for purposes of determining the rent under the Rent Ordinance. Furthermore, nothing in  
4 this Section 6.15A shall serve to waive, alter or modify the landlord's rights under the Costa-  
5 Hawkins Rental Housing Act (California Civil Code §§1954.50 et seq.) to impose an unlimited  
6 rent increase once the last original occupant(s) no longer permanently resides in the unit.

7 (g) Where a lease or rental agreement specifies the number of tenants to reside in a  
8 unit, or where the open and established behavior of the landlord and tenants has established  
9 that the tenancy includes more than one tenant, a landlord's unreasonable denial of a tenant's  
10 written request to replace one or more of the tenants by an equal number of tenants, subject to  
11 subsections 6.15A(d)(1)(i)-(vii) above, may constitute a decrease in housing services pursuant to  
12 Section 10.10 of these Regulations. A landlord may choose not to have any screening  
13 requirements or not to respond in any way when the tenant makes a written request to replace a  
14 departing tenant pursuant to this Section 6.15A. The landlord's choice not to screen a proposed  
15 new tenant or new subtenant or not to respond to the tenant's written request. *For purposes of*  
16 **subsection 6.15A(g), a landlord's non-response to a tenant's written request within 14**  
17 **calendar days shall be deemed an approval pursuant to**  
18 **subsection 6.15A(c) and** shall not be deemed an unreasonable denial of a tenant's  
19 request to replace a departing tenant.

20 (h) In the event the landlord denies a tenant's request to replace a departing tenant  
21 under Section 6.15A, either the landlord or the tenant may file a petition with the Board to  
22 determine if the landlord's denial of the request was reasonable.

23 (i) Any petition filed under subsection 6.15A(g) or (h) shall be expedited.

1 **Section 6.15 Subletting and Assignment**

2 (Effective March 24, 1998, except paragraphs (a) and (f) which are effective  
3 May 25, 1998; amended and renumbered December 21, 1999)

3 **Section 6.15B Subletting and Assignment—Where Rental Agreement Contains a Clause  
4 Requiring Landlord Consent to Subletting and Assignment**

(Amended March 29, 2005; amended [date])

5 This Section 6.15B applies only when a lease or rental agreement includes a clause  
6 requiring landlord consent to assignment or subletting.

7 (a) If the lease or rental agreement specifies a number of tenants to reside in a unit,  
8 or where the open and established behavior of the landlord and tenants has established that the  
9 tenancy includes more than one tenant (exclusive of any additional occupant approved under  
10 Ordinance Sections 37.9(a)(2)(B) or 37.9(a)(2)(C)), then the replacement of one or more of the  
11 tenants by an equal number of tenants, subject to subsections (b) and (c) below, shall not  
12 constitute a breach of the lease or rental agreement for purposes of termination of tenancy under  
13 Section 37.9(a)(2) of the Ordinance.

14 (b) If the tenant makes a written request to the landlord for permission to sublease in  
15 accordance with Section 37.9(a)(2)(A), and the landlord fails to deny the request in writing with a  
16 description of the reasons for the denial, including specific facts supporting the reasons for the  
17 denial, of the request within fourteen (14) days of actual receipt of the tenant's written request,  
18 the subtenancy is deemed approved pursuant to Ordinance Section 37.9(a)(2)(A). If the  
19 tenant's request is sent to the landlord by mail, the request shall be deemed received on the  
20 fifth calendar day after the postmark date. If the tenant's request is sent to the landlord by  
21 email, the request shall be deemed received on the second calendar day after the date the email  
22 is sent. If the tenant's request is personally served on delivered to the landlord, the  
23 request is considered received on the date of service delivery. For purposes of this  
24 subsection 6.15B(b), the 14-day period begins to run on the day after the tenant's written  
25 request is received by the landlord.

26 ~~(b)(c)~~(1) The tenant's inability to obtain the landlord's consent to subletting or  
27 assignment to a person specified in subsection 6.15B(a) above shall not constitute a breach of  
28 the lease or rental agreement for purposes of eviction under Ordinance Section 37.9(a)(2),



1 where the subletting or assignment is deemed approved pursuant to subsection (b) above or  
2 where the landlord has unreasonably withheld consent to such change. Withholding of consent  
3 by the landlord shall be deemed to be unreasonable if denied, pursuant to subsection (d) below,  
4 the tenant's request to replace a departing tenant and the tenant has met the following  
5 requirements **have been met:**

6 (i) The tenant has requested in writing the permission of the landlord to the  
7 sublease or assignment prior to the commencement of the proposed new tenant's or new  
8 subtenant's occupancy of the unit;

9 (ii) ~~After receipt of the tenant's written request, t~~ **The landlord has**  
10 **five calendar days after receipt of the tenant's written request to request**  
11 **the tenant to submit a** ~~The proposed new tenant or new subtenant, if requested by the landlord,~~  
12 ~~has completed the landlord's standard form application, -~~ **for the proposed new tenant or**  
13 **subtenant** ~~or, in the event the landlord fails to provide an application or has no standard form~~  
14 ~~application, the proposed new tenant or new subtenant has, upon request, provided sufficient~~  
15 ~~information to allow the landlord to conduct a typical background check, including credit~~  
16 ~~information, income information, **full name, date of birth and** references **if**~~  
17 **requested, and background information; The 5-day period begins to run on the day after**  
18 **receipt of the tenant's written request for permission to replace a departing tenant or**  
19 **subtenant. -; provided, however, t** ~~The landlord may request credit or income information only if~~  
20 ~~the new tenant or new subtenant will be legally obligated to pay some or all of the rent to the~~  
21 ~~landlord; . **Nothing in Section 6.15B shall be construed as allowing a landlord to require a**~~  
22 **replacement roommate to pay some or all of the rent to the landlord.**

23 (iii) The tenant has **five calendar days after receipt of the landlord's**  
24 **timely request pursuant to subsection 6.15B(c)(1)(ii) to** ~~provided the landlord five (5) business~~  
25 ~~days to process with the proposed new tenant's or new subtenant's application or typical~~  
26 ~~background check information. within xx days of receipt of the landlord's request; The 5-day~~  
27 **period begins to run on the day after actual receipt of the landlord's request.**  
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1 (iv) The proposed new tenant or new subtenant meets the regular  
2 reasonable application standards of the landlord, except that creditworthiness may not be the  
3 basis for denial of the tenant's request to replace a departing tenant if the new tenant or new  
4 subtenant will not be legally obligated to pay some or all of the rent to the landlord;

5 (v) The proposed new tenant or new subtenant, if requested by the  
6 landlord, has agreed in writing to sign and be bound by the current rental agreement between  
7 the landlord and the tenant;

8 (vi) The tenant has not, without good cause, requested landlord  
9 consent to a ~~new tenant or new subtenant~~ replacement of a departing tenant pursuant to this  
10 section 6.15B more than one time per existing tenant residing in the unit during the previous 12  
11 months;

12 (vii) The tenant is requesting replacement of a departing tenant or  
13 tenants with an equal number of new tenants.

14 (2) This subsection (c) shall not apply to assignment of the entire tenancy or  
15 subletting of the entire unit.

16 ~~(c) — Where a lease or rental agreement specifies the number of tenants to reside in a~~  
17 ~~unit, or where the open and established behavior of the landlord and tenants has established~~  
18 ~~that the tenancy includes more than one tenant, failure of the landlord to consent to the~~  
19 ~~replacement of one or more of the tenants by an equal number of tenants, subject to subsection~~  
20 ~~(b) above, may constitute a decrease in housing services pursuant to Section 10.10 of these~~  
21 ~~Regulations. [renumbered as subsection (f), with proposed amendments]~~

22 (d) Denial by the landlord of the tenant's written request to replace a departing tenant  
23 shall not be considered unreasonable in some circumstances, including but not limited to the  
24 following:

25 (1) where the proposed new tenant or subtenant will be legally obligated to pay  
26 some or all of the rent to the landlord and the landlord can establish the proposed new tenant's  
27 or new subtenant's lack of creditworthiness;  
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1                   (2) where *the landlord has made a timely request for the proposed new tenant or*  
2                   *subtenant to complete the landlord's standard form application or provide sufficient*  
3                   *information to allow the landlord to conduct a typical background check and the proposed new*  
4                   *tenant or subtenant does not, comply within five calendar days of actual receipt by the tenant of*  
5                   *the landlord's request; ~~complete the landlord's standard form application or provide sufficient~~*  
6                   *information to allow the landlord to conduct a typical background check;*

7                   (3) where the landlord can establish that the proposed new tenant or subtenant  
8                   has intentionally misrepresented significant facts on the landlord's standard form application or  
9                   provided significant misinformation to the landlord that interferes with the landlord's ability to  
10                  conduct a typical background check;

11                  (4) where the landlord can establish that the proposed new tenant or subtenant  
12                  presents a direct threat to the health, safety or security of other residents of the property; and,

13                  (5) where the landlord can establish that the proposed new tenant or subtenant  
14                  presents a direct threat to the safety, security or physical structure of the property.

15                  ~~(d)~~ (e) Nothing in this Section shall prevent the landlord from providing a replacement  
16                  new tenant or new subtenant with written notice as provided under Section 6.14 that the tenant  
17                  is not an original ~~tenant~~ occupant as defined in Section 6.14(a)(1) and that when the last of the  
18                  original occupant tenant(s) who meet the latter definition vacates the premises, a new tenancy is  
19                  created for purposes of determining the rent under the Rent Ordinance. Furthermore, nothing in  
20                  this Section 6.15B shall serve to waive, alter or modify the landlord's rights under the Costa-  
21                  Hawkins Rental Housing Act (California Civil Code §§1954.50 et seq.) to impose an unlimited  
22                  rent increase once the last original occupant(s) no longer permanently resides in the unit.

23                  (f) \_\_\_\_\_ Where a lease or rental agreement specifies the number of tenants to reside in a  
24                  unit, or where the open and established behavior of the landlord and tenants has established  
25                  that the tenancy includes more than one tenant, a landlord's unreasonable denial of a tenant's  
26                  written request to replace one or more of the tenants by an equal number of tenants, subject to  
27                  subsections 6.15B(c)(1)(i)-(vii) above, may constitute a decrease in housing services pursuant to  
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1 Section 10.10 of these Regulations. A landlord may choose not to have any screening  
2 requirements or not to respond in any way when the tenant makes a written request to replace a  
3 departing tenant pursuant to this Section 6.15A. The landlord's choice not to screen a proposed  
4 new tenant or new subtenant or not to respond to the tenant's written request. For purposes of  
5 subsection 6.15B(f), a landlord's non-response to a tenant's written request **within 14**  
6 **calendar days shall be deemed an approval pursuant to**  
7 **subsection 6.15B(b) and** shall not be deemed an unreasonable denial of a tenant's  
8 request to replace a departing tenant.

9 (g) In the event the landlord denies a tenant's request to replace a departing tenant  
10 under Section 6.15B, either the landlord or the tenant may file a petition with the Board to  
11 determine if the landlord's denial of the request was reasonable.

12 (h) Any petition filed under subsection 6.15B(f) or (g) shall be expedited.

1 **Section 6.15D Additional Family Members—Where Rental Agreement Limits the**  
2 **Number of Occupants or Limits or Prohibits Subletting**

(Added March 29, 2005; amended [date])

3 (a) This Section 6.15D applies when a lease or rental agreement includes a clause  
4 limiting the number of occupants or limiting or prohibiting subletting or assignment, and a tenant  
5 who resides in the unit requests the addition of the tenant's child, parent, grandchild,  
6 grandparent, brother or sister, or the spouse or the domestic partner (as defined in  
7 Administrative Code Sections 62.1 through 62.8) of such relatives, or the spouse or domestic  
8 partner of the tenant. **This Section 6.15D does not apply when a lease**  
9 **or rental agreement includes neither a limit on the number of**  
10 **occupants nor any restriction on subletting or assignment.**

11 (b) If the tenant makes an initial a written request to the landlord for permission to  
12 add a person specified in subsection 6.15D(a) above, and the landlord fails to ~~respond~~ deny the  
13 request in writing with a description of the reasons for the denial of the request, including  
14 specific facts supporting the reasons for the denial, within fourteen (14) days of ~~actual~~ receipt of  
15 the tenant's written notice request, the tenant's request for the additional person is deemed  
16 approved pursuant to Ordinance Section 37.9(a)(2)(B). If the tenant's request is sent to the  
17 landlord by mail, the request shall be deemed received on the fifth calendar day after the  
18 postmark date. If the tenant's request is sent to the landlord by email, the request shall be  
19 deemed received on the second calendar day after the date the email is sent. If the tenant's  
20 request is personally served or delivered to the landlord, the request is considered  
21 received on the date of service delivery. For purposes of this subsection 6.15D(b), the 14-  
22 day period begins to run on the day after the tenant's written request is received by the  
23 landlord.

24 (c) The tenant's inability to obtain the landlord's consent to the addition of a ~~person~~  
25 family member specified in subsection 6.15D(a) above shall not constitute a breach of the lease  
26 or rental agreement for purposes of eviction under Ordinance Section 37.9(a)(2), where the  
27 additional ~~person~~ family member is deemed approved pursuant to subsection (b) above, or  
28 where the additional person family member is a minor child allowed under subsection 6.15D(a)

1 above, or where the landlord has unreasonably ~~withheld consent to such~~ denied, pursuant to  
2 subsection (d) below, the tenant's request to add an additional ~~person~~ family member allowed  
3 under subsection 6.15D(a) above who ~~Withholding of consent by the landlord shall be deemed~~  
4 ~~to be unreasonable if the tenant has notified the landlord of the addition of a minor child, or if the~~  
5 ~~additional person is not a minor child and the tenant has met~~ the following requirements **have**  
6 **been met:**

7 (i) (1) The tenant has requested in writing the permission of the landlord to ~~the~~  
8 add an additional ~~person's occupancy of~~ family member to the unit, and stated the relationship  
9 of the person to the tenant;

10 (ii) (2) ~~After receipt of the tenant's written request, the~~ **landlord has five**  
11 **calendar days after receipt of the tenant's written request to request the**  
12 **tenant to submit a** ~~The additional occupant, if requested by the landlord, has completed the~~  
13 ~~landlord's standard form application~~ for the proposed additional family member or provided  
14 sufficient information to allow the landlord to confirm the relationship of the person to the tenant  
15 and to conduct a typical background check, including **full name, date of birth and**  
16 ~~references~~ **if requested**, and background information; **The 5-day period begins to run on**  
17 **the day after receipt of the tenant's written request for permission to add an additional family**  
18 **member to the unit**, ~~provided, however, that~~ ~~The~~ landlord may request credit or income information  
19 only if the additional ~~person~~ family member will be legally obligated to pay some or all of the rent  
20 to the landlord. **Nothing in Section 6.15D shall be construed as allowing a landlord to require**  
21 **an additional family member to pay some or all of the rent to the landlord.**

22 (iii) (3) The tenant has **five calendar days after receipt of the landlord's timely**  
23 **request pursuant to subsection 6.15D(c)(2) to** ~~provided the landlord five (5) business days to~~  
24 ~~process with~~ the additional ~~occupant's~~ family member's application or typical background check  
25 information. ~~within xx days of receipt of the landlord's request;~~ **The 5-day period begins to run**  
26 **on the day after actual receipt of the landlord's request.**

27 (iv) (4) The additional ~~occupant~~ family member meets the regular reasonable  
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1 application standards of the landlord, except that creditworthiness may not be the basis for  
2 refusal denial of the tenant's request for an additional ~~occupant~~ family member only if and when  
3 the additional ~~occupant~~ family member will not be legally obligated to pay some or all of the rent  
4 to the landlord;

5           (v) (5) The additional ~~occupant~~ family member, if requested by the landlord, has  
6 agreed in writing to be bound by the current rental agreement between the landlord and the  
7 tenant.

8           (vi) (6) With the additional ~~occupant~~ family member, the total number of  
9 occupants does not exceed the lesser of (a) two persons ~~per~~ in a studio rental unit, three ~~per~~  
10 persons in a one-bedroom unit, four ~~per~~ persons in a two-bedroom unit, six ~~per~~ persons in a  
11 three-bedroom unit or eight ~~per~~ persons in a four-bedroom unit, or (b) the number of occupants  
12 permitted under state law and/or other local codes (e.g., Planning, Housing, Fire and Building  
13 Codes).

14           (d) Denial by the landlord of the tenant's written request to add an additional person  
15 family member allowed under subsection 6.15D(a) above shall not be considered unreasonable  
16 in some circumstances, including but not limited to the following:

17                   (1) where the total number of occupants in the unit exceeds (or with the proposed  
18 additional occupant(s) would exceed) the lesser of:

19                           (i) two persons in a studio unit, three persons in a one-bedroom unit, four  
20 persons in a two-bedroom unit, six persons in a three-bedroom unit, or eight persons in a four-  
21 bedroom unit; or

22                           (ii) the maximum number permitted in the unit under state law and/or other  
23 local codes such as the Building, Fire, San Francisco Housing and Planning Codes Section 503;

24                   (2) where the proposed additional occupant family member will be legally  
25 obligated to pay some or all of the rent to the landlord and the landlord can establish the  
26 proposed additional occupant's family member's lack of creditworthiness;

27                   (3) where the landlord has made a timely request for the proposed additional  
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1 family member to complete the landlord's standard form application or provide sufficient  
2 information to allow the landlord to conduct a typical background check and the proposed  
3 additional occupant family member does not comply within five calendar days of actual receipt  
4 by the tenant of the landlord's request; complete the landlord's standard form application or  
5 provide sufficient information to allow the landlord to conduct a typical background check;

6 (4) where the landlord can establish that the proposed additional occupant family  
7 member has intentionally misrepresented significant facts on the landlord's standard form  
8 application or provided significant misinformation to the landlord that interferes with the  
9 landlord's ability to conduct a typical background check;

10 (5) where the landlord can establish that the proposed additional occupant family  
11 member presents a direct threat to the health, safety or security of other residents of the  
12 property; and,

13 (6) where the landlord can establish that the proposed additional occupant family  
14 member presents a direct threat to the safety, security or physical structure of the property.

15 (d) (e) Nothing in this Section shall prevent the landlord from providing an additional  
16 family member occupant with written notice as provided under Section 6.14 that the occupant is  
17 not an original tenant occupant as defined in Section 6.14(a)(1) and that when the last original  
18 tenant occupant vacates the premises, a new tenancy is created for purposes of determining the  
19 rent under the Rent Ordinance. Furthermore, nothing in this Section 6.15D shall serve to waive,  
20 alter or modify the landlord's rights under the Costa-Hawkins Rental Housing Act (California Civil  
21 Code §§1954.50 et seq.) to impose an unlimited rent increase once the last original occupant(s)  
22 no longer permanently resides in the unit.

23 (e) (f) A landlord's unreasonable refusal to consent to denial of a tenant's written  
24 request for the addition to the unit of a tenant's child, parent, grandchild, grandparent, brother or  
25 sister, or the spouse or domestic partner (as defined in Administrative Code Sections 62.1  
26 through 62.8) of such relatives, or the spouse or domestic partner of a tenant, subject to  
27 subsections 6.15D(c)(i)-(vi) 6.15D(c)(1)-(6) above, may constitute a decrease in housing  
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1 services pursuant to Section 10.10 of these Regulations. ~~A landlord may choose not to have any~~  
2 ~~screening requirements or not to respond in any way when the tenant makes a written request to~~  
3 ~~add an additional occupant to the unit pursuant to this Section 6.15D. The landlord's choice not~~  
4 ~~to screen a proposed additional occupant or not to respond to the tenant's written request~~ *For*  
5 *purposes of subsection 6.15D(f), a landlord's non-response to a tenant's written request*  
6 **within 14 calendar days shall be deemed an approval pursuant**  
7 **to subsection 6.15D(b) and** shall not be deemed an unreasonable denial of a  
8 tenant's request for the addition to the unit of a ~~person~~ *family member* specified in subsection  
9 6.15D(a) above.

10 (f) ~~(g)~~ In the event the landlord ~~withholds consent to~~ denies a tenant's request for an  
11 additional ~~person~~ *family member* under subsections Section 6.15D(e)(i)-(vi) above, either the  
12 landlord or the tenant may file a petition with the Board to determine if the landlord's ~~withholding~~  
13 ~~of consent~~ denial of the request was reasonable.

14 ~~(g)~~ (h) Any petition filed under subsection ~~6.15D(e) or (f)~~ (g) shall be expedited.

1 **Section 6.15E Additional Occupants Who Are Not Family Members—Where Rental**  
2 **Agreement Limits the Number of Occupants or Limits or Prohibits**  
3 **Subletting**  
(Added [date])

4 (a) This Section 6.15E applies when a lease or rental agreement includes a clause  
5 limiting the number of occupants or limiting or prohibiting subletting or assignment, and a tenant  
6 who resides in the unit requests the landlord's permission to add an additional occupant to the  
7 rental unit that will exceed the number of people allowed by the lease or rental agreement or by  
8 the open and established behavior of the parties. **This Section 6.15E does not**  
9 **apply when a lease or rental agreement includes neither a limit**  
10 **on the number of occupants nor any restriction on subletting or**  
11 **assignment.** For purposes of this Section 6.15E, the term "additional occupant" shall not  
12 include persons who occupy the unit as a Tourist or Transient Use, as defined in Administrative  
13 Code Section 41A.5 or persons who are considered family members under Section 6.15D(a).

14 (b) If the tenant makes ~~an initial~~ a written request to the landlord for permission to  
15 add an additional occupant to the rental unit, and the landlord fails to deny the request in writing  
16 with a description of the reasons for the denial of the request, **including specific facts**  
17 **supporting the reasons for the denial,** within fourteen (14) days of receipt of the tenant's written  
18 request, the tenant's request for the additional occupant is deemed approved pursuant to  
19 Ordinance Section 37.9(a)(2)(C). **If the tenant's request is sent to the landlord by mail, the**  
20 **request shall be deemed received on the fifth calendar day after the postmark date. If the**  
21 **tenant's request is sent to the landlord by email, the request shall be deemed received on the**  
22 **second calendar day after the date the email is sent. If the tenant's request is personally served**  
23 **or delivered to the landlord, the request is considered received on the date of service**  
24 **delivery. For purposes of this subsection 6.15E(b), the 14-day period begins to run on the**  
25 **day after the tenant's written request is received by the landlord.**

26 (c) The tenant's inability to obtain the landlord's consent to the addition of a person  
27 specified in subsection 6.15E(a) above shall not constitute a breach of the lease or rental  
28 agreement for purposes of eviction under **Ordinance** Section 37.9(a)(2), where the additional

1 person is deemed approved pursuant to subsection (b) above or where the landlord has  
2 unreasonably withheld consent to such additional person **denied**, pursuant to subsection (d)  
3 below, **the tenant's request to add an additional person allowed under subsection 6.15A(a)**  
4 **6.15E(a) above** and ~~the tenant has met~~ the following requirements **have been met:**

5 (1) The tenant has requested in writing the permission of the landlord to ~~the~~  
6 **add an** additional person's occupancy of **occupant to** the unit.

7 (2) ~~After receipt of the tenant's written request, the~~ **landlord has five**  
8 **calendar days after receipt of the tenant's written request to request the**  
9 **tenant to submit a** ~~The additional occupant, if requested by the landlord has completed the~~  
10 ~~landlord's standard form application~~ **for the proposed additional occupant** or provided sufficient  
11 information to allow the landlord to conduct a typical background check, including **full**  
12 **name, date of birth and** references **if requested,** ~~and background~~  
13 ~~information.~~ **The 5-day period begins to run on the day after receipt of the tenant's written**  
14 **request for permission to add an additional occupant to the unit.** ~~provided, however, the~~ ~~The~~  
15 landlord may request credit or income information only if the additional person **occupant** will be  
16 legally obligated to pay some or all of the rent to the landlord. **Nothing in Section 6.15E shall be**  
17 **construed as allowing a landlord to require an additional occupant to pay some or all of the**  
18 **rent to the landlord.**

19 (3) The tenant has **five calendar days after receipt of the landlord's timely**  
20 **request pursuant to subsection 6.15E(c)(2) to** ~~provided~~ the landlord with the additional  
21 occupant's application or typical background check information, ~~within a reasonable time of the~~  
22 ~~landlord's request, not to exceed \_\_\_ days~~ **The 5-day period begins to run on the day after**  
23 **actual receipt of the landlord's request.**

24 (4) The additional occupant meets the regular reasonable application  
25 standards of the landlord, except that creditworthiness may not be the basis for refusal **denial** of  
26 the tenant's request for an additional occupant if the additional occupant will not be legally  
27 obligated to pay some or all of the rent to the landlord.  
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1 (5) The additional occupant, if requested by the landlord, has agreed in  
2 writing to be bound by the current rental agreement between the landlord and the tenant.

3 (6) With the additional occupant, the total number of occupants does not  
4 exceed the lesser of (a) two persons in a studio unit, three persons in a one-bedroom unit, four  
5 persons in a two-bedroom unit, six persons in a three-bedroom unit, or eight persons in a four-  
6 bedroom unit, or (b) the number of occupants permitted under state law and/or other local codes.

7 (d) ~~Withholding of consent~~ **Denial** by the landlord **of the tenant's written request to**  
8 **add an additional person allowed under subsection 6.15E(a) above** shall not be considered  
9 unreasonable in some circumstances, including but not limited to the following:

10 (1) where the landlord resides in the same rental unit as the tenant;

11 (2) where the total number of occupants in the unit exceeds (or with the proposed  
12 additional occupant(s) would exceed) the lesser of:

13 (i) two persons in a studio unit, three persons in a one-bedroom unit, four  
14 persons in a two-bedroom unit, six persons in a three-bedroom unit, or eight persons in a four-  
15 bedroom unit; or

16 (ii) the maximum number permitted in the unit under ~~state law and/or other~~  
17 ~~local codes such as the Building, Fire, *San Francisco* Housing and Planning Codes~~ **Code**  
18 ***Section 503***;

19 (3) where the proposed additional occupant will be legally obligated to pay some  
20 or all of the rent to the landlord and the landlord can establish the proposed additional  
21 occupant's lack of creditworthiness;

22 (4) where ***the landlord has made a timely request for the proposed additional***  
23 ***occupant to complete the landlord's standard form application or provide sufficient***  
24 ***information to allow the landlord to conduct a typical background check and*** the proposed  
25 additional occupant does not, ***comply*** within a reasonable time not to exceed ***five calendar*** days  
26 ***of actual receipt by the tenant of the landlord's request; complete the landlord's standard***  
27 ***form application or provide sufficient information to allow the landlord to conduct a typical***  
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1 ~~background check;~~

2 (5) where the landlord can establish that the proposed additional occupant has  
3 intentionally misrepresented significant facts on the landlord's standard form application or  
4 provided significant misinformation to the landlord that interferes with the landlord's ability to  
5 conduct a typical background check;

6 (6) where the landlord can establish that the proposed additional occupant  
7 presents a direct threat to the health, safety or security of other residents of the property;

8 (7) where the landlord can establish that the proposed additional occupant  
9 presents a direct threat to the safety, security or physical structure of the property; and,

10 (8) where an additional occupant would require the landlord to increase the  
11 electrical or hot water capacity in the building, or adapt other building systems or *existing*  
12 amenities, and payment for such enhancements presents a financial hardship to the landlord, as  
13 determined by a Rent Board Administrative Law Judge.

14 (e) Nothing in this Section shall prevent the landlord from providing an additional  
15 occupant with written notice as provided under Section 6.14 that the occupant is not an original  
16 tenant **occupant** as defined in Section 6.14(a)(1) and that when the last original tenant  
17 **occupant** vacates the premises, a new tenancy is created for purposes of determining the rent  
18 under the Rent Ordinance. **Furthermore, nothing in this Section 6.15E shall serve to waive,**  
19 **alter or modify the landlord's rights under the Costa-Hawkins Rental Housing Act**  
20 **(California Civil Code §§1954.50 et seq.) to impose an unlimited rent increase once the**  
21 **last original occupant(s) no longer permanently resides in the unit.**

22 (f) A landlord's unreasonable refusal to consent to **denial of** a tenant's written  
23 request for the addition to the unit of a person specified in subsection 6.15E(a) above, subject to  
24 subsections 6.15E(c)(1)-(6) above, may constitute a decrease in housing services pursuant to  
25 Section 10.10 of these Regulations. ~~A landlord may choose not to have any screening~~  
26 ~~requirements or not to respond in any way when the tenant makes a written request to~~  
27 ~~add an additional occupant to the unit pursuant to this Section 6.15E. The landlord's~~

1 ~~choice not to screen a proposed additional occupant or not to respond to the tenant's~~  
2 ~~written request.~~ *For purposes of subsection 6.15E(f), a landlord's non-response to a tenant's*  
3 *written request **within 14 calendar days shall be deemed an approval***  
4 ***pursuant to subsection 6.15E(b) and shall not be deemed an unreasonable***  
5 ***denial of a tenant's request for the addition to the unit of a person specified in subsection***  
6 ***6.15E(a) above.***

7 (f) ~~(g)~~ In the event the landlord withholds consent to ~~denies~~ a tenant's request for an  
8 additional person under Sections 6.15E, either the landlord or the tenant may file a petition with  
9 the Board to determine if the landlord's withholding of consent ~~denial of the request~~ was  
10 reasonable.

11 ~~(g)~~ **(h)** Any petition filed under subsection ~~6.15E(e)~~ or **6.15E(f) or (g)** shall be expedited.  
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