



Edwin M. Lee
Mayor

DAVID GRUBER
PRESIDENT

Delene Wolf
Executive Director

**AMENDED NOTICE OF THE REGULAR MEETING OF
THE SAN FRANCISCO RESIDENTIAL RENT
STABILIZATION & ARBITRATION BOARD,**

CALVIN ABE
DAVE CROW
SHOBA DANDILLAYA
RICHARD HUNG
POLLY MARSHALL
CATHY MOSBRUCKER
NEVEO MOSSER
KENT QIAN
DAVID WASSERMAN

Tuesday, November 10, 2015
at 6:00 p.m.
25 Van Ness Avenue, **ROOM 610**

- I. Call to Order
- II. Roll Call
- III. Approval of the Minutes
- IV. Remarks from the Public

NOTE: Pursuant to Section 2.13(e) of the Rules and Regulations, members of the public shall be limited to comments of no more than 3 minutes' duration.

V. Consideration of Appeals

A. 416 Monterey Blvd. AL150120

The landlord appeals the decision granting rent reductions due to decreased housing services.

B. 1401 Ocean Ave. #2 AL150117

The landlord appeals the decision granting claims of unlawful rent increase and improper passthroughs.

C. 969 Dolores St. AL150118

The landlord appeals the decision granting claims of decreased housing services.

D. 633 Lincoln Way #3 AL150115

The landlord appeals the decision granting a claim of unlawful rent increases.

E. 142 Tiffany Ave. AL150116

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The landlord appeals the decision denying a rent increase based on comparable rents.

F. 1600 Filbert #35

AL150119

The landlord appeals the decision granting a claim of decreased housing services.

IV. Remarks from the Public (cont.)

NOTE: Pursuant to Section 2.13(e) of the Rules and Regulations, members of the public shall be limited to comments of no more than 3 minutes' duration.

VI. Communications

VII. Director's Report

VIII. Old Business

A. Implementation of Eviction Protection Legislation (Kim: Eviction 2.0, Ordinance No. 171-15): Issues and Possible Amendments to the Rules and Regulations

B. Replacement of the Executive Director

IX. Potential Closed Session: Conference With Legal Counsel – Anticipated Litigation as Defendant (One Case): Implementation of Eviction Protection Legislation (Kim: Eviction 2.0, Ordinance No. 171-15): Issues and Possible Amendments to the Rules and Regulations

A. Vote on whether to go into closed session (S.F. Admin. Code 67.10{d})

B. Closed session (Gov't Code 54956.9{d}{2}, {e}{2}; S.F. Admin. Code 67.10{d}{2})

C. Vote on whether to disclose and possible disclosure of any/all conversations held in closed session (S.F. Admin Code 67.12{a})

D. Report on any actions taken in closed session {Gov't Code 54957.1{a}{2}; S.F. Admin. Code 67.12{b}{2}}

X. Potential Closed Session: Public Employee Appointment/Hiring – Rent Board Executive Director

A. Vote on whether to go into closed session (S.F. Admin. Code 67.10{d})

B. Closed session (Gov't Code 54957.9{b}{1}; S.F. Admin. Code 67.10{b})

C. Vote on whether to disclose and possible disclosure of any/all conversations held in closed session (S.F. Admin Code 67.12{a})

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D. Report on any actions taken in closed session {Gov't Code 54957.1{a}{2}; S.F. Admin. Code 67.12{b}{4}}

XI. New Business

XII. Calendar Items

XIII. Adjournment

NOTE: If any materials related to an item on this agenda have been distributed to the Commission after distribution of the agenda packet, those materials are available for public inspection at the office of the Rent Board during normal office hours.



ACCESSIBLE MEETING POLICY

For questions about the meeting, please contact 415-252-4628. The ringing of and use of cell phones, pagers and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing electronic devices.

KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils, and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For information on your rights under the Sunshine Ordinance (Chapters 67 of the San Francisco Administrative Code) or to report a violation of the ordinance, please contact:

Sunshine Ordinance Task Force Administrator
City Hall – Room 244 1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4683
415-554-7724 (Office); 415-554-7854 (Fax)
E-mail: SOTF@sfgov.org

Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Task Force, the San Francisco Public Library and on the City's website at www.sfgov.org. Copies of explanatory documents are available to the public online at <http://www.sfbos.org/sunshine>.

LANGUAGE ACCESS

Per the Language Access Ordinance (Chapter 91 of the San Francisco Administrative Code), Chinese, Spanish and or Filipino (Tagalog) interpreters will be available upon request. Meeting Minutes may be translated, if requested, after they have been adopted by the Commission. Assistance in additional languages may be honored whenever possible. To request assistance with these services, please contact the Deputy Director, Robert Collins, at 415-252-4628 at least 48 hours in advance of the hearing. Late requests will be honored if possible.

DISABILITY ACCESS

Rent Board Commission meetings are held at 25 Van Ness Avenue, Suite 70, lower level, and are wheelchair accessible. The closest accessible BART station is located at Civic Center. All MUNI Metro lines at Van Ness and Market Street are accessible. For other accessible MUNI lines serving this location and information about MUNI accessible services, call 3-1-1 from San Francisco or (415) 701-2311 from other areas. There is accessible parking available on adjacent streets (Oak Street and Hickory). Metered street parking is also available.

Assistive listening devices, American Sign Language interpreters, readers, large print agendas or other accommodations are available upon request. Please make your requests for accommodations to the Deputy Director, Robert Collins, at 415-252-4628. Requesting accommodations at least 72 hours prior to the meeting will help to ensure availability.

LOBBYIST ORDINANCE

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign & Governmental Conduct Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Avenue, Suite 220, San Francisco, CA 94102, (415) 252-3100, FAX (415) 252-3112, website: sfgov.org/ethics.

無障礙輔助會議政策

租務委員會在方案或活動的許可及使用方面，不會對身心障礙者有任何差別待遇。Robert Collins 已被指派為協調者，負責確保本機構遵循《美國身心障礙人士法》(ADA) 第二條款不得歧視身心障礙者的規定。有關 ADA 規定的資訊以及根據該法案所提供的權利，皆可向 ADA 協調者索取。租務委員會的聽障專線 (TTY) 為 554-9845。

本會議備有助聽器、美國手語口譯員、朗讀裝置、放大字體的議程及其他協助工具，若有需要，請提出要求。請致電 415-252-4628 向委員會秘書 Robert Collins 申請協助工具。請至少在會議前 72 小時提出申請，如此有助於確保順利提供相關工具。

了解你在陽光政策下的權益

政府的職責是為公眾服務，並在具透明度的情況下作出決策。市及縣政府的委員會，市參事會，議會和其他機構的存在是為處理民眾的事務。本政策保證一切政務討論都在民眾面前進行，而市政府的運作也公開讓民眾審判。如果你需要知道你在陽光政策 (San Francisco Administrative Code Chapter 67) 下擁有的權利，或是需要舉報違反本條例的情況，請聯絡：

陽光政策 專責小組行政官
地址：City Hall – Room 244 1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4683
電話號碼：415-554-7724；傳真號碼415-554-5163
電子郵件：SOIF@sfgov.org

陽光政策的文件可以通過陽光政策專責小組秘書、三藩市公共圖書館、以及市政府網頁www.sfgov.org等途徑索取。民眾也可以到網頁<http://www.sfbos.org/sunshine> 覽有關的解釋文件，或根據以上提供的地址和電話向委員會秘書索取。

語言服務

根據語言服務條例(三藩市行政法典第91章)，中文、西班牙語和/或菲律賓語(泰加洛語)傳譯人員在收到要求後將會提供傳譯服務。翻譯版本的會議記錄可在委員會通過後透過要求而提供。其他語言協助在可能的情況下也將可提供。上述的要求，請於會議前最少48小時致電415-252-4628委員會秘書Robert Collins提出。逾期提出的請求，若可能的話，亦會被考慮接納。

殘障通路

房屋管理處委員會會議在Van Ness Avenue 25號70室舉行，位於建築物下層，方便輪椅出入。可供傷殘人士使用的最就近BART車站位於市政中心 (Civic Center)。位於Van Ness及Market Street的所有MUNI Metro路線都方便傷殘人士使用。附近的街道 (Oak Street及Hickory) 並設有傷殘人士專用車位。街上也有咪表停車位。

遊行者法令

依據「三藩市遊行者法令」 (SF Campaign & Governmental Conduct Code 2.100) 能影響或欲影響本地立法或行政的人士或團體可能需要註冊，並報告其遊行行為。如需更多有關遊行法令的資訊，請聯絡位於 Van Ness 街 25號 220室的三藩市道德委員會，電話號碼：415-252-3100，傳真號碼 415-252-3112，網址：sfgov.org/ethics。

POLÍTICA DE REUNIÓN ACCESIBLE

La Junta del Control de Rentas no discrimina sobre la base de discapacidad en la admisión y el acceso a sus programas o actividades. Robert Collins ha sido designado para coordinar el cumplimiento de este organismo con el requisito de no discriminación estipulado en el Título II de la Ley de Estadounidenses con Discapacidades (ADA, por sus siglas en inglés). Puede solicitarle información sobre las disposiciones de la ADA y los derechos que surgen de esta al Coordinador de ADA. El número TTY de la Junta del Control de Rentas es 554-9845.

Puede solicitar dispositivos de asistencia auditiva, intérpretes del Lenguaje Americano de Señas, lectores, programas con letra grande y otras adaptaciones. Solicite las adaptaciones que necesite al subdirector, Robert Collins, al 415-252-4628. Solicitar adaptaciones por lo menos 72 horas antes de la reunión ayudará a garantizar su disponibilidad.

CONOZCA SUS DERECHOS BAJO LA ORDENANZA SUNSHINE

El deber del Gobierno es servir al público, alcanzando sus decisiones a completa vista del público. Comisiones, juntas, concilios, y otras agencias de la Ciudad y Condado, existen para conducir negocios de la gente. Esta ordenanza asegura que las deliberaciones se lleven a cabo ante la gente y que las operaciones de la ciudad estén abiertas para revisión de la gente. Para obtener información sobre sus derechos bajo la Ordenanza Sunshine (capítulo 67 del Código Administrativo de San Francisco) o para reportar una violación de la ordenanza, por favor póngase en contacto con:

Administrador del Grupo de Trabajo de la Ordenanza Sunshine (Sunshine Ordinance Task Force Administrator)
City Hall – Room 244 1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4683
415-554-7724 (Oficina); 415-554-5163 (Fax);
Correo electrónico: SOTF@sfgov.org

Copias de la Ordenanza Sunshine pueden ser obtenidas del Secretario del grupo de Trabajo de la Ordenanza Sunshine, la Biblioteca Pública de San Francisco y en la página web del internet de la ciudad en www.sfgov.org. Copias de documentos explicativos están disponibles al público por Internet en <http://www.sfbos.org/sunshine>; o, pidiéndolas al Secretario de la Comisión en la dirección o número telefónico mencionados arriba.

ACCESO A IDIOMAS

De acuerdo con la Ordenanza de Acceso a Idiomas “*Language Access Ordinance*” (Capítulo 91 del Código Administrativo de San Francisco “*Chapter 91 of the San Francisco Administrative Code*”) intérpretes de chino, español y/o filipino (tagalo) estarán disponibles de ser requeridos. Las minutas podrán ser traducidas, de ser requeridas, luego de ser aprobadas por la Comisión. La asistencia en idiomas adicionales se tomará en cuenta siempre que sea posible. Para solicitar asistencia con estos servicios favor comunicarse con el subdirector Roberto Collins al 415-252-4628 por lo menos 48 horas antes de la reunión. Las solicitudes tardías serán consideradas de ser posible.

ACCESO DE DISCAPACITADOS

Las reuniones de la Comisión de La Junta del Control de Renta, se llevan a cabo en el 25 Van Ness Avenue, Suite 70, en la planta baja y tienen acceso para sillas de ruedas. La estación accesible de BART más cercana está localizada en el Civic Center. Todas las líneas del MUNI METRO de las calles Van Ness y Market, son accesibles. Existe estacionamiento accesible en las calles, (Oak Street y Hickory). También puede estacionarse en las calles con parquímetros.

ORDENANZA DE CABILDEO

Individuos y entidades que influyen o intentan influenciar legislación local o acciones administrativas podrían ser requeridos por la Ordenanza de Cabildeo de San Francisco (SF Campaign & Governmental Conduct Code 2.100) a registrarse y a reportar actividades de cabildeo. Para más información acerca de la Ordenanza de Cabildeo, por favor contactar la Comisión de Ética: 25 de la avenida Van Ness, Suite 220, San Francisco, CA 94102, 415-252-3100, FAX 415-252-3112, sitio web: sfgov.org/ethics.

MADALING MAKUHANG POLISIYA NANG PULONG-PULONG

Hindi nag didiskrimina ang Lupon ng Upa na pinagbabasehan ang kapansanan sa pagtanggap at pagpasok sa mga aktibidad at mga programa nito. Si Robert Collins ay naitalaga ng ahensyang ito na magkoordinong magpatupad sa walang diskriminasyon na kailangan sa Titulo II na Akto nang mga Amerikanong may Kapansanan (ADA). Ang inpormasyon hinggil sa mga probisyon ng ADA at ang mga naibigay na karapatan sa ilalim ng Akto ay makukuha sa ADA Koordinator. Ang TTY na numero ng Lupon ng Upa ay 554-9845.

Ang mga kagamitang pandinig na tumutulong, mga tagasalin ng Lengwaheng Senyales ng Amerikano, mga tagabasa, mga adyendang malalaki ang printa o mga ibang akomodasyon ay makukuha ayon sa kahilingan. Paki gawa ang iyong mga kahilingan para sa mga akomodasyon sa Diputadong Direktor, Robert Collins, sa 415-252-4628. Ang paghiling ng mga akomodasyon na hindi liliit sa 72 na mga oras bago ang pulong-pulong ay makakatulong para seguradong magkakaroon.

ALAMIN ANG INYONG MGA KARAPATAN SA ILALIM NG SUNSHINE ORDINANCE

Tungkulin ng Pamahalaan na paglinkuran ang publiko, maabot ito sa patas at medaling maunawaan na paraan. Ang mga komisyon, board, kapulungan at iba pang mga ahensya ng Lungsod at County ay mananatili upang maglingkod sa pamayanan. Tinutiyak ng ordinansa na ang desisyon o pagpapasya ay ginagawa kasama ng mamamayan at ang mga gawaing panglungsod na napagkaisahan ay bukas sa pagsusuri ng publiko. Para sa impormasyon ukol sa inyong karapatan sa ilalim ng Sunshine Ordinance (Kapitulo 67 sa San Francisco Administrative Code) o para mag report sa paglabag sa ordinansa, mangyaring tumawag sa Administrador ng Sunshine Ordinance Task Force .

City Hall – Room 244 1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4683
415-554-7724 (Opisina); 415-554-7854 (Fax)
E-mail: SOTF@sfgov.org

Ang mga kopya ng Sunshine Ordinance ay makukuha sa Clerk ng Sunshine Task Force, sa pampublikong aklatan ng San Francisco at sa website ng Lungsod sa www.sfgov.org. Mga kopya at mga dokumentong na nagpapaliwanag sa Ordinance ay makukuha online sa <http://www.sfbos.org/sunshine> o sa kahilingan sa Commission Secretary, sa address sa itaas o sa numero ng telepono.

PAG-ACCESS SA WIKA

Ayon sa Language Access Ordinance (Chapter 91 ng San Francisco Administrative Code), maaaring mag-request ng mga tagapagsalin sa wikang Tsino, Espanyol, at/o Filipino (Tagalog). Kapag hiniling, ang mga kaganapan ng miting ay maaring isalin sa ibang wika matapos ito ay aprobahan ng komisyon. Maari din magkaroon ng tulong sa ibang wika. Sa mga ganitong uri ng kahilingan, mangyaring tumawag sa Deputy Director Robert Collins sa 415-252-4628 sa hindi bababa sa 48 oras bago mag miting. Kung maari, ang mga late na hiling ay posibleng pagbibigyan.

ACCESS PARA SA MAY KAPANSANAN

Ang mga pulong-pulong sa Komisyon ng Renta ng Lupa ay isinasagawa sa 25 Van Ness Avenue, Suite 70, ibabang palapag, at madadaan ng upuang de gulong. Ang pinakamalapit na mapupuntahang BART na estasyon ay nasa Civic Center. Lahat ng linya ng MUNI Metro sa Van Ness at Market Street ay madadaan. Mayroong mapupuntahang paradahan sa magkalapit na mga kalye (Oak Street at Hickory). Mayroon ding de metrong paradahan sa kalye.

LOBBYIST ORDINANCE

Ayon sa San Francisco Lobbyist Ordinance [SF Campaign & Governmental Conduct Code 2.100], ang mga indibidwal o mga entity na nag iimpluensiya o sumusubok na mag impluensiya sa mga lokal na pambatasan o administrative na aksyon ay maaring kailangan mag register o mag report ng aktibidad ng lobbying. Para sa karagdagan na impormasyon tungkol sa Lobbyist Ordinance, mangyaring tumawag sa San Francisco Ethics Commission at 25 Van Ness Avenue, Suite 220, San Francisco, CA 94102, (415) 252-3100, FAX (415) 252-3112, website: sfgov.org/ethics.
bos.org/sunshine.

MEMORANDUM

TO: Rent Board Commissioners
FROM: Rent Board Senior Staff
RE: Proposed Amendments to Rules and Regulations §§ 6.15A, 6.15B, 6.15D and Proposed Addition of New Rules and Regulations §6.15E
DATE: November 6, 2015

At a special meeting on October 26, 2015, the Board discussed a proposed new regulation, Section 6.15E, and proposed amendments to existing Sections 6.15A, 6.15B and 6.15D, all of which were drafted by staff to implement changes to Ordinance Section 37.9(a)(2) regarding eviction protections and additional occupants. At the meeting, there was general consensus by the Board to make certain changes to the proposed amendments.

Prior to the meeting on October 26th, Commissioner Abe submitted two proposed amendments for which no consensus was reached and the Board requested staff to seek an opinion from the City Attorney. The City Attorney's opinion has been forwarded to you by separate email and is a confidential attorney-client communication. You should not disclose it or its contents to anyone.

Attached to this memorandum is a third draft of new regulation 6.15E and a second draft of the amendments to Sections 6.15A, 6.15B and 6.15D reflecting the changes that were agreed upon at the October 26, 2015 meeting. Deletions from the 10-23-15 drafts are shown in double strikethrough. Additions to the 10-23-15 drafts are shown in Times New Roman double underline/italic/bold, like this: **the tenant's request**. Please note that the proposed Abe amendments are not included in these new drafts.

Senior ALJ Gartzman, ALJ Peter Kearns and Deputy City Attorney Manu Pradhan will be available at the meeting on November 10th to discuss the proposed amendments to the Rules and Regulations. Feel free to contact Senior ALJ Gartzman before the meeting if you have any questions regarding the proposed amendments.

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

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 the landlord, the*
6 *request is considered received on the date of service. For purposes of this subsection 6.15A(c),*
7 *the 14-day period begins to run on the day after the tenant's written request is received by the*
8 *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 (i) The tenant has requested in writing the permission of the landlord
17 to the sublease or assignment prior to the commencement of the proposed new tenant's or new
18 subtenant's occupancy of the unit; ~~and~~

19 (ii) *After receipt of the tenant's written request, the landlord has five*
20 *calendar days to request the tenant to submit a* ~~The proposed new tenant or new subtenant, if~~
21 ~~requested by the landlord, has completed the landlord's standard form application; for the~~
22 *proposed new tenant or subtenant* ~~or, in the event the landlord fails to provide an application or~~
23 ~~has no standard form application, the proposed new tenant or new subtenant has, upon request,~~
24 ~~provided sufficient information to allow the landlord to conduct a typical background check,~~
25 ~~including credit information, income information, references, and background information; The~~
26 *5-day period begins to run on the day after receipt of the tenant's written request for*
27 *permission to replace a departing tenant or subtenant.* ~~provided, however, that~~ The landlord may
28

1 request credit or income information only if the new tenant or new subtenant will be legally
2 obligated to pay some or all of the rent to the landlord; . *Nothing in Section 6.15A shall be*
3 *construed as allowing a landlord to require a replacement roommate to pay some or all of the*
4 *rent to the landlord.*

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

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

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

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

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

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

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 landlord has unreasonably withheld consent to such change. Withholding of consent by the
2 landlord shall be deemed to be unreasonable if denied, pursuant to subsection (d) below, the
3 tenant's request to replace a departing tenant and the tenant has met the following
4 requirements:

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

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

21 (iii) The tenant has five calendar days after receipt of the landlord's
22 timely request pursuant to subsection 6.15B(c)(1)(ii) to provided the landlord five (5) business
23 days to process with the proposed new tenant's or new subtenant's application or typical
24 background check information. ~~within xx days of receipt of the landlord's request; The 5-day~~
25 period begins to run on the day after actual receipt of the landlord's request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 (c) The tenant's inability to obtain the landlord's consent to the addition of a ~~person~~
22 family member specified in subsection 6.15D(a) above shall not constitute a breach of the lease
23 or rental agreement for purposes of eviction under Ordinance Section 37.9(a)(2), where the
24 additional ~~person~~ family member is deemed approved pursuant to subsection (b) above, or
25 where the additional person family member is a minor child allowed under subsection 6.15D(a)
26 above, or where the landlord has unreasonably withheld consent to such denied, pursuant to
27 subsection (d) below, the tenant's request to add an additional person family member allowed
28 under subsection 6.15D(a) above who ~~Withholding of consent by the landlord shall be deemed~~

1 to be unreasonable if the tenant has notified the landlord of the addition of a minor child, or if the
2 additional person is not a minor child and the tenant has met the following requirements:

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

6 (ii) (2) After receipt of the tenant's written request, the landlord has five
7 calendar days to request the tenant to submit a ~~The additional occupant, if requested by the~~
8 ~~landlord, has~~ completed the landlord's standard form application for the proposed additional
9 family member or provided sufficient information to allow the landlord to confirm the relationship
10 of the person to the tenant and to conduct a typical background check, including references and
11 background information; The 5-day period begins to run on the day after receipt of the tenant's
12 written request for permission to add an additional family member to the unit. ~~provided,~~
13 ~~however, t~~ The landlord may request credit or income information only if the additional person
14 family member will be legally obligated to pay some or all of the rent to the landlord. Nothing in
15 Section 6.15D shall be construed as allowing a landlord to require an additional family
16 member to pay some or all of the rent to the landlord.

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

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

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

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

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

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

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

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

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

22 (3) where *the landlord has made a timely request for the proposed additional*
23 ***family member 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~~ ***family member*** does not comply within *five calendar* days of *actual* receipt
26 ***by the tenant*** of the landlord's request; ~~complete the landlord's standard form application or~~
27 ~~provide sufficient information to allow the landlord to conduct a typical background check;~~
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1 (4) where the landlord can establish that the proposed additional ~~occupant~~ *family*
2 *member* has intentionally misrepresented significant facts on the landlord's standard form
3 application or provided significant misinformation to the landlord that interferes with the
4 landlord's ability to conduct a typical background check;

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

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

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

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

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

7 (g) (h) Any petition filed under subsection 6.15D(e) ~~or (f)~~ or (g) shall be expedited.
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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. For purposes of this Section 6.15E, the term
9 "additional occupant" shall not include persons who occupy the unit as a Tourist or Transient
10 Use, as defined in Administrative Code Section 41A.5 or persons who are considered family
11 members under Section 6.15D(a).

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

24 (c) The tenant's inability to obtain the landlord's consent to the addition of a person
25 specified in subsection 6.15E(a) above shall not constitute a breach of the lease or rental
26 agreement for purposes of eviction under Ordinance Section 37.9(a)(2), where the additional
27 person is deemed approved pursuant to subsection (b) above or where the landlord has
28 unreasonably withheld consent to such additional person denied, pursuant to subsection (d)

1 below, ~~the tenant's request to add an additional person allowed under subsection 6.15A(a)~~
2 6.15E(a) above and the tenant has met the following requirements:

3 (1) The tenant has requested in writing the permission of the landlord to ~~the~~
4 add an additional person's occupancy of family member to the unit.

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

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

20 (4) The additional occupant meets the regular reasonable application
21 standards of the landlord, except that creditworthiness may not be the basis for refusal denial of
22 the tenant's request for an additional occupant if the additional occupant will not be legally
23 obligated to pay some or all of the rent to the landlord.

24 (5) The additional occupant, if requested by the landlord, has agreed in
25 writing to be bound by the current rental agreement between the landlord and the tenant.

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

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

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

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

9 (i) two persons in a studio unit, three persons in a one-bedroom unit, four
10 persons in a two-bedroom unit, six persons in a three-bedroom unit, or eight persons in a four-
11 bedroom unit; or

12 (ii) the maximum number permitted in the unit under ~~state law and/or other~~
13 ~~local codes such as the Building, Fire, San Francisco Housing and Planning Codes Code~~

14 **Section 503;**

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

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

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

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

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

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

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

18 (f) A landlord's unreasonable refusal to consent to **denial of** a tenant's written
19 request for the addition to the unit of a person specified in subsection 6.15E(a) above, subject to
20 subsections 6.15E(c)(1)-(6) above, may constitute a decrease in housing services pursuant to
21 Section 10.10 of these Regulations. ~~A landlord may choose not to have any screening~~
22 ~~requirements or not to respond in any way when the tenant makes a written request to~~
23 ~~add an additional occupant to the unit pursuant to this Section 6.15E. The landlord's~~
24 ~~choice not to screen a proposed additional occupant or not to respond to the tenant's~~
25 ~~written request. For purposes of subsection 6.15E(f), a landlord's non-response to a tenant's~~
26 ~~written request shall not be deemed an unreasonable denial of a tenant's request for the~~
27 ~~addition to the unit of a person specified in subsection 6.15E(a) above.~~
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(f) ~~(g)~~ In the event the landlord ~~withholds consent to~~ denies a tenant's request for an additional person under Sections 6.15E, either the landlord or the tenant may file a petition with the Board to determine if the landlord's ~~withholding of consent~~ denial of the request was reasonable.

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