

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 December 4, 2015)

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 or rental agreement
9 includes neither a limit on the number of occupants nor any restriction on subletting or
10 assignment.

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

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

1 add an additional family member allowed under subsection 6.15D(a) above who is not a minor
2 child and the following requirements have been met:

3 (1) The tenant has requested in writing the permission of the landlord to add
4 an additional family member to the unit, and stated the relationship of the person to the tenant.

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

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

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

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

1 codes (e.g., Planning, Housing, Fire and Building Codes).

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

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

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

10 (ii) the maximum number permitted in the unit under San Francisco
11 Housing Code Section 503;

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

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

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

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

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

28 (e) Nothing in this Section shall prevent the landlord from providing an additional

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

8 (f) A landlord's unreasonable denial of a tenant's written request for the addition to
9 the unit of a tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or
10 domestic partner (as defined in Administrative Code Sections 62.1 through 62.8) of such
11 relatives, or the spouse or domestic partner of a tenant, subject to subsections 6.15D(c)(1)-(6)
12 above, may constitute a decrease in housing services pursuant to Section 10.10 of these
13 Regulations. For purposes of subsection 6.15D(f), a landlord's non-response to a tenant's written
14 request within 14 calendar days shall be deemed an approval pursuant to subsection 6.15D(b)
15 and shall not be deemed an unreasonable denial of a tenant's request for the addition to the unit
16 of a family member specified in subsection 6.15D(a) above.

17 (g) In the event the landlord denies a tenant's request for an additional family
18 member under Section 6.15D, either the landlord or the tenant may file a petition with the Board
19 to determine if the landlord's denial of the request was reasonable.

20 (h) Any petition filed under subsection 6.15D or (g) shall be expedited.
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