



November 22, 2011

NOTICE OF PUBLIC HEARING

DATE: December 13, 2011

TIME: 6:30 P.M.

PLACE: 25 VAN NESS AVENUE (AT MARKET ST.)
SUITE 70, LOWER LEVEL
SAN FRANCISCO, CALIFORNIA

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 THE ATTACHED PROPOSED AMENDMENT TO RULES AND REGULATIONS SECTION 12.20. THE AMENDMENT PROVIDES THAT A TENANT MAY NOT BE EVICTED FOR VIOLATION OF A UNILATERALLY IMPOSED CHANGE IN THE TERMS OF A TENANCY UNLESS THE TENANT ACCEPTED THE NEWLY IMPOSED TERM IN WRITING OR THE NEWLY IMPOSED TERM IS AUTHORIZED BY THE RENT ORDINANCE, AND ALSO PROVIDES THAT A LANDLORD'S INABILITY TO EVICT A TENANT FOR VIOLATION OF A NEWLY IMPOSED TERM SHALL NOT CONSTITUTE A DECREASE IN HOUSING SERVICE UNDER THE RENT ORDINANCE AS TO ANY OTHER TENANT.

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 **5 p.m. on Tuesday, December 6, 2011**, so that the Commissioners can be mailed your comments and review them prior to the hearing. Written comments may also be submitted at the hearing. Please submit 12 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.

PROPOSED AMENDMENTS TO THE RENT BOARD RULES AND REGULATIONS

SECTION 12.20

[additions in underline; deletions in strikethrough]

Section 12.20 Evictions under Section 37.9(a)(2)

(a) Unilaterally Imposed Obligations and Covenants

~~For purposes of an eviction under Section 37.9(a)(2) of the Ordinance, a landlord shall not endeavor to recover possession of a rental unit because of the tenant's alleged violation of an obligation or covenant of the tenancy, if such obligation or covenant was unilaterally imposed by the landlord and not agreed to by the tenant and either was not included, or is not materially the same as an obligation or covenant in the rental agreement mutually agreed to by the parties. The foregoing shall not apply to: (1) changes in obligations or covenants that are not material; (2) changes in material obligations or covenants required by law or to protect the health, safety and quiet enjoyment of the occupants of the building or adjoining properties; and (3) rent increases or other changes in the terms of a tenancy authorized under the Rent Ordinance and Rules and Regulations.~~

Notwithstanding any change in the terms of a tenancy pursuant to Civil Code Section 827, a tenant may not be evicted for violation of a covenant or obligation that was not included in the tenant's rental agreement at the inception of the tenancy unless: (1) the change in the terms of the tenancy is authorized by the Rent Ordinance; or (2) the change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new term as part of the rental agreement. The landlord's inability to evict a tenant under this Section for violation of a unilaterally imposed change in the terms of a tenancy shall not constitute a decrease in housing service under the Rent Ordinance as to any other tenant.