

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
28

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
28

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.~~
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(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.