

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 December 4, 2015)

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 receipt of the tenant's written request, the
18 subtenancy is deemed approved pursuant to Ordinance Section 37.9(a)(2)(A). If the tenant's
19 request is sent to the landlord by mail, the request shall be deemed received on the fifth
20 calendar day after the postmark date. If the tenant's request is sent to the landlord by email, the
21 request shall be deemed received on the second calendar day after the date the email is sent. If
22 the tenant's request is personally delivered to the landlord, the request is considered received on
23 the date of delivery. For purposes of this subsection 6.15B(b), the 14-day period begins to run on
24 the day after the tenant's written request is received by the landlord.

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

1 landlord has unreasonably denied, pursuant to subsection (d) below, the tenant's request to
2 replace a departing tenant and the following requirements have been met:

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

6 (ii) The landlord has five calendar days after receipt of the tenant's
7 written request to request the tenant to submit a completed standard form application for the
8 proposed new tenant or subtenant or provide sufficient information to allow the landlord to
9 conduct a typical background check, including full name, date of birth and references if
10 requested. The 5-day period begins to run on the day after receipt of the tenant's written request
11 for permission to replace a departing tenant or subtenant. The landlord may request credit or
12 income information only if the new tenant or new subtenant will be legally obligated to pay some
13 or all of the rent to the landlord. Nothing in Section 6.15B shall be construed as allowing a
14 landlord to require a replacement roommate to pay some or all of the rent to the landlord.

15 (iii) The tenant has five calendar days after receipt of the landlord's
16 timely request pursuant to subsection 6.15B(c)(1)(ii) to provide the landlord with the proposed
17 new tenant's or new subtenant's application or typical background check information. The 5-day
18 period begins to run on the day after actual receipt of the landlord's request.

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

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

26 (vi) The tenant has not, without good cause, requested landlord
27 consent to replacement of a departing tenant pursuant to this section 6.15B more than one time
28 per existing tenant residing in the unit during the previous 12 months;

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

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

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

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

11 (2) where the landlord has made a timely request for the proposed new tenant or
12 subtenant to complete the landlord's standard form application or provide sufficient information
13 to allow the landlord to conduct a typical background check and the proposed new tenant or
14 subtenant does not comply within five calendar days of actual receipt by the tenant of the
15 landlord's request;

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

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

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

24 (e) 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 occupant as defined in Section 6.14(a)(1) and that when the last original
27 occupant vacates the premises, a new tenancy is created for purposes of determining the rent
28 under the Rent Ordinance. Furthermore, nothing in this Section 6.15B shall serve to waive, alter

1 or modify the landlord's rights under the Costa-Hawkins Rental Housing Act (California Civil
2 Code §§1954.50 *et seq.*) to impose an unlimited rent increase once the last original occupant(s)
3 no longer permanently resides in the unit.

4 (f) Where a lease or rental agreement specifies the number of tenants to reside in a
5 unit, or where the open and established behavior of the landlord and tenants has established
6 that the tenancy includes more than one tenant, a landlord's unreasonable denial of a tenant's
7 written request to replace one or more of the tenants by an equal number of tenants, subject to
8 subsections 6.15B(c)(1)(i)-(vii) above, may constitute a decrease in housing services pursuant to
9 Section 10.10 of these Regulations. For purposes of subsection 6.15B(f), a landlord's non-
10 response to a tenant's written request within 14 calendar days shall be deemed an approval
11 pursuant to subsection 6.15B(b) and shall not be deemed an unreasonable denial of a tenant's
12 request to replace a departing tenant.

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

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