

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 December 4, 2015)

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. This Section 6.15E does not apply when a  
9 lease or rental agreement includes neither a limit on the number of occupants nor any restriction  
10 on subletting or assignment. For purposes of this Section 6.15E, the term "additional occupant"  
11 shall not include persons who occupy the unit as a Tourist or Transient Use, as defined in  
12 Administrative Code Section 41A.5 or persons who are considered family members under  
13 Section 6.15D(a).

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

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

1 unreasonably denied, pursuant to subsection (d) below, the tenant's request to add an additional  
2 person allowed under subsection 6.15E(a) above 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 occupant to the unit.

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 occupant or provide sufficient information to allow the landlord to conduct a typical  
8 background check, including full name, date of birth and references if requested. The 5-day  
9 period begins to run on the day after receipt of the tenant's written request for permission to add  
10 an additional occupant to the unit. The landlord may request credit or income information only if  
11 the additional occupant will be legally obligated to pay some or all of the rent to the landlord.  
12 Nothing in Section 6.15E shall be construed as allowing a landlord to require an additional  
13 occupant to pay some or all of the rent to the landlord.

14 (3) The tenant has five calendar days after receipt of the landlord's timely  
15 request pursuant to subsection 6.15E(c)(2) to provide the landlord with the additional occupant's  
16 application or typical background check information. The 5-day period begins to run on the day  
17 after actual receipt of the landlord's request.

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

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

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

28 (d) Denial by the landlord of the tenant's written request to add an additional person

1 allowed under subsection 6.15E(a) above shall not be considered unreasonable in some  
2 circumstances, including but not limited to the following:

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

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

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

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

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

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

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

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

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

27 (8) where an additional occupant would require the landlord to increase the  
28 electrical or hot water capacity in the building, or adapt other building systems or existing

1 amenities, and payment for such enhancements presents a financial hardship to the landlord, as  
2 determined by a Rent Board Administrative Law Judge.

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

11 (f) A landlord's unreasonable denial of a tenant's written request for the addition to  
12 the unit of a person specified in subsection 6.15E(a) above, subject to subsections 6.15E(c)(1)-  
13 (6) above, may constitute a decrease in housing services pursuant to Section 10.10 of these  
14 Regulations. For purposes of subsection 6.15E(f), a landlord's non-response to a tenant's written  
15 request within 14 calendar days shall be deemed an approval pursuant to subsection 6.15E(b)  
16 and shall not be deemed an unreasonable denial of a tenant's request for the addition to the unit  
17 of a person specified in subsection 6.15E(a) above.

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

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