

SAN FRANCISCO RENT ORDINANCE FAQs

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1. Does the San Francisco Rent Stabilization and Arbitration Ordinance (SFRO) provide rent control protection?

Yes. This means that the San Francisco Rent Stabilization and Arbitration Ordinance (“SFRO”) restricts the amount rent can be increased for an occupied unit and establishes procedures for rent increases. In addition to limiting how much the rent can be increased, the SFRO also limits how often, and for what reasons the rent can be increased.

Some rent increases do not require approval from the Rent Board. The SFRO allows a landlord to increase a tenant’s rent once a year without approval from the Rent Board. This allowable increase percentage is computed as 60% of the increase of the San Francisco - Oakland Consumer Price Index from the previous year (the residential rent component of the Bay Area Cost of Living Index) but is capped at 7% of the tenant’s base rent. A tenant’s base rent is the amount of rent charged upon initial tenancy, plus any allowable annual rent increases later added by the landlord. The Rent Board publishes the allowable percentage increase each January for the period from March through the following February; for example, a publication on January 2016 will reflect the allowable percentage increase for March 2016 through February 2017. That percentage increase can be given only once every twelve months, on or after a tenant’s “anniversary date” (i.e., one year after tenant’s current rent becomes effective).

It is not mandatory for a landlord to raise a tenant’s rent; a landlord may choose to leave the tenant’s base rent as is even after the tenant’s anniversary date has passed. However, a landlord does not forfeit the ability to raise a tenant’s rent in any subsequent year, and may “bank” past annual rent increases. This means that a landlord may choose to save up the annual rent increases that were not imposed in prior years (looking as far back as April 1982) and then increase the rent for the accumulated amount in a later year. These increases may be given in addition to the current allowable annual rent increase without approval from the Rent Board. For example, a landlord who chooses not to increase the rent in the years 2013 (1.9%), 2014 (1.9%), and 2015 (1.0%), can then decide to add the allowable percentage increases for those years (1.9% + 1.9% + 1.0%), plus the allowable percentage increase for 2016 (1.9%), and raise the base rent by a total percentage of all years (6.7%).

This increase must still occur only once per year, on or after the tenant’s anniversary date, and with proper notice. The banked amounts apply only to the base rent at the time of the increase; a landlord cannot calculate what the increased rent would have been for each year and then apply the banked total to what the base rent would have been if all had been applied. The landlord does not have to apply all banked percentages at once; a landlord may decide to apply only some years of banked percentages and save the rest to apply in a later year.

2. Does the SFRO provide eviction control protection?

Yes. A landlord must comply with the rules and procedures of both state law and the SFRO when evicting a tenant. The major difference between state law and the SFRO is that the SFRO requires that the landlord have a recognized, justifiable reason for evicting a tenant. In addition, the landlord must also comply with the terms of the rental agreement.

The SFRO allows a landlord to evict a tenant only if a one or more of the sixteen “just causes” for eviction applies, or if the landlord shares the unit with you. If the tenant is covered by the SFRO, the

landlord must always serve on the tenant a notice to terminate the tenancy before evicting the tenant. For terminations of tenancy due to the fault of the tenant, the landlord must first serve a Three-Day Notice to Pay or Quit or a Three-Day Notice to Cure or Quit. Service of this notice does not mean the tenancy has terminated yet. If the tenant cures, the landlord may not proceed with the eviction. The Notice to Quit does not have to be a formal correspondence, but must be in writing and properly identify the rental unit by providing its complete address. An oral Notice to Quit will not be recognized by the courts.

For no-fault evictions, if a tenant has lived in the unit for less than a year, the landlord must provide a written thirty-day notice of termination of tenancy; if a tenant has lived in the unit for a year or more, the landlord must provide a sixty-day notice of termination of tenancy. In both cases, the landlord must include in the notice the no-fault just cause for eviction.

Service of the eviction notice must comply with California state, the rental agreement, and the SFRO. Under the SFRO, the landlord must file a copy of the eviction notice with the Rent Board, within ten days of serving the tenant, with the exception of three-day notices for nonpayment of rent. Additionally, for the eviction notice to be valid, the notice must include language such as, “advice regarding this notice is available from the San Francisco Rent Board.” Other language is required based on the type of eviction.

3. What rental units are protected by the SFRO?

The SFRO applies to “[non-exempt] residential dwelling units in the City and County of San Francisco together with the land and appurtenant buildings thereto, and all the housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities.” S.F. Admin. Code § 37.2(r).

The term “rental unit” applies to a residential dwelling, regardless of zoning or legal status. This means that “in-laws,” rented commercial space used for residential purposes with the implied or express consent of the landlord, or parking supplied in connection with the use of a rental unit, are covered by the SFRO. The SFRO lists some types of property as “exempt” from coverage (i.e., not covered); if the residential unit does not fall within one of the exempted categories listed in the SFRO, then the unit is protected. Residential dwellings that are exempt from the eviction protections of the SFRO include the following:

- **Rental units with the initial certificate of occupancy issued for new construction after June 13, 1979 are exempt from the SFRO.** However, in-law units that have been constructed after such date are still covered by the SFRO if they are constructed in a rental unit that is not otherwise exempt. Illegal units that existed before June 13, 1979 and were brought up to code after that date are still covered under the SFRO.
- **Residential units that are public housing projects of the San Francisco Housing Authority Developments, Section 8 projects, and United States Department of Housing and Urban Development (HUD) subsidized buildings (such units have their own protections governed by HUD or by the San Francisco Housing Authority).** Buildings that are HUD-insured but without subsidized rents have always been covered by the SFRO. If a tenant receives tenant-based rental assistance, like Section 8 vouchers, Housing Opportunities for Persons With AIDS, or HUD-Veterans Affairs Supportive Housing, then the tenant is protected by the eviction protections of the SFRO, and in some cases, the rent increase protections as well. If the rent is

not a fixed percentage, then whenever the rent goes above the “Payment Standard” set by the Housing Authority, rent increases are subject to the annual and banked rent increase controls of the SFRO. Landlords are not permitted to refuse to accept a tenant solely because his or her rent comes from a housing subsidy program. For more information on subsidized housing you can contact Bay Area Legal Aid or the Housing Rights Committee of San Francisco.

- **Transient Housing.** Rooms in hotels, motels, inns, tourist houses, rooming and boarding houses, are not covered by the SFRO. However, after the occupant has resided in a room of these types for 32 or more consecutive days, the room is no longer exempt, and the tenant is entitled to the protections of the SFRO.
- **Substantially Rehabilitated Housing.** Substantial rehabilitation is renovation work on a building that is at least 50 years old and essentially uninhabitable (not suitable for living). Buildings that have undergone substantial rehabilitation as certified by the Rent Board are exempt from the SFRO.
- **Unusual Residences.** Unusual residences, such as units in a hospital, convent, monastery, extended care facility, asylum, residential care facility for elders, or school dormitory are exempt from the SFRO. Employee housing, where the employee lives in the unit only as part of the employment and not with any separate claim as a tenant, are exempt from the SFRO. Units solely owned by a nonprofit public benefit corporation, or nonprofit cooperatives owned and controlled by a majority of the residents, are exempt from the SFRO.
- **Sharing Rental Unit with Landlord.** A tenant residing in the same rental unit as the landlord is exempt from the SFRO and can be evicted without “just cause.” If the tenant is the only tenant living in the unit with the owner, and the owner has the right of access to all areas of the rental unit occupied by the tenant, then the tenant is considered a lodger. The owner must provide appropriate notice when evicting the tenant, but is not required to go to court and does not have to have a “just cause” to evict the tenant. If the owner rents to more than one tenant, the court may find that each room in the unit is a separate rental unit and is not exempt from the SFRO; the owner will need a just cause to evict a tenant.
- **Costa-Hawkins Rental Housing Act Exception for SFRO.** The Costa-Hawkins rental Housing Act, a state law effective in 1996, created significant exceptions to rent control. Tenants who began renting a single-family home (i.e., a rental unit which is separate from title to any other rental unit) after 1995, lost rent-control protections under the SFRO. Effective January 1, 1999, tenants of those single-family homes no longer enjoyed rent control protections of the SFRO. Eviction control protections of the SFRO still apply to these single-family homes. If the tenancy began before 1996, the SFRO protections remain in place until the tenant moves out. This includes tenants who moved in with the pre-1996 tenants and pay rent directly to the landlord. Such tenants are considered part of the pre-1996 tenancy for purposes of this exception. Another exception to the Costa-Hawkins Act arises when the landlord terminates the preceding tenant at no fault of the tenant, or makes changes to the rental agreement that are beyond a legal increase of rent or fees. In this instance, the new tenant’s rent will be protected by the SFRO until they move out. A final exception arises when there is a serious code violation, not caused by a disaster, that remains unabated for at least sixty days after being cited by a city agency before a tenant vacated the unit. In this situation, the remaining or replacement tenants will enjoy the SFRO rent protections. Even if a landlord is permitted to raise the rent, if the increase is substantially above market rate, a tenant may be able to successfully sue the

landlord for wrongful eviction since the excessive rent increase could amount to an eviction without just cause.

4. What are the legal justifications (just causes) for eviction under the City of San Francisco SFRO?

The sixteen “Just Causes” for eviction under the SFRO are as follows:

1. **Nonpayment of rent**, habitual late payment, or frequent bounced checks;
2. **Breach (violation) of the rental agreement** that has not been corrected after written notice from the landlord (Notice to Cure or Quit);
3. **Nuisance or substantial damage** to the unit (waste), or “creating a substantial interference with the comfort, safety, or enjoyment of the landlord or other tenants in the building”;
4. **Illegal use** of the unit;
5. **Termination of the rental agreement** and the tenant refuses to execute a written extension for *materially the same terms*;
6. **Refusing landlord’s lawful entry** to the unit, after landlord provides tenant a written notice to cease;
7. **Subtenant holdover**, where an unapproved subtenant (approval can be either stated or implied) is the only person remaining in the unit;
8. **Landlord move-in**, or a close relative of the landlord (if the landlord lives in the building) who will move in within 3 months and will remain a minimum of 36 consecutive months. Most long-term seniors, disabled tenants or, during the school year, tenants who have resided in the unit for at least a year and have a child residing in the unit have some protection from this type of eviction;
9. **Sale of a unit for conversion into a condominium**. Protections occur before the sale, during the conversion process. Seniors and permanently disabled tenants cannot be evicted for condo conversions;
10. **Demolition** or removal of the unit from housing use with all necessary permits;
11. **Capital improvements** or rehabilitation that causes *temporary* removal of the unit from housing use, with all the necessary permits. The tenant has the right to re-occupy the unit once the work is complete at the prior rent with allowable Rent Board increases (such as the annual rent increase);
12. **Substantial rehabilitation** of a building that is essentially uninhabitable with all the necessary permits;
13. **Ellis Act** evictions which require withdrawal from rental housing use of *all* the units in the building or a unit detached from another structure on the same lot, (e.g., a cottage). Seniors (over 62 years old) and disabled tenants get a one-year notice. Other tenants get 120-day notice;

14. **Lead paint abatement** which allows temporary removal of the unit from housing use for less than 30 days, for abatement required by the San Francisco Health Code;
15. **Demolition by the City** or to otherwise permanently remove the rental unit from housing to use in accordance with the terms of a development agreement entered by the City under Chapter 56 of the San Francisco Administrative Code;
16. **Expiration of Good Samaritan Occupancy Status** (i.e., the status of a tenant who lost their home due to a disaster and the landlord has rented another temporary unit to the tenant for low rent), and the landlord serves a termination of tenancy notice within 60 days after expiration of the status.

These just causes can be divided into categories of “fault” and “no fault” evictions. The fault referred to is that of the tenant, meaning that the landlord has decided to evict the tenant based on some wrongdoing or inaction by the tenant. For example, a tenant who fails to pay rent is at fault for either wrongfully failing to pay rent, habitually failing to pay rent on time, or providing the landlord with rent checks that frequently bounce for lack of funds. The landlord may evict this tenant for the first just cause, “Nonpayment of rent,” without violating the SFRO. The “no fault” evictions are those where the tenant has not done anything to cause the eviction. For example, a landlord who decides to move into the unit himself or herself can do so without violating the SFRO. The landlord must follow the rules and procedures for eviction (both state law and the SFRO), but does not violate the SFRO simply because the landlord decides to live in the unit instead of continuing to rent to the tenant.

5. Am I entitled to relocation payments for certain just cause evictions under the SFRO?

Under the SFRO, specified tenants are entitled to relocation payments for certain just cause evictions. Those just causes are: landlord move-in, demolition, capital improvements, substantial rehabilitation, and Ellis Act.

Evictions caused by landlord move-in, demolition, capital improvements, or substantial rehabilitation, entitle specified tenants to relocation payments of certain amounts. All tenants—meaning each authorized occupant, including children—who have been a tenant in the unit for one year or more, will receive \$6,281.00, half at the time of notice of eviction, and the remaining half upon move-out. There is a maximum of \$18,843.00 per unit. However, that limit does not apply to the additional amount for seniors, disabled persons, or children. Each senior tenant receives an additional \$4,188.00, half of which is due within fifteen days of tenant notifying landlord of tenant’s protected status as a senior, and the remaining half upon move-out. Each person who is disabled (under California Government Code section 12926) receives an additional \$4,188.00, half within fifteen days of notifying landlord of tenant’s protected status as a disabled person, and the remaining half upon move-out. If a tenant is both a senior and disabled, the tenant only receives one additional payment, not both. Each “household” with at least one minor child (under age eighteen) receives an additional \$4,188.00, half within fifteen days of notifying the landlord that the household includes at least one minor child, and the remaining half upon move-out.

Evictions based on the Ellis Act entitle each tenant to a relocation payment in the amount of \$6,286.03; a maximum of \$18,858.07 is applied per household. Seniors or disabled persons receive an additional \$4,190.67 (but cannot double if both a senior and disabled). There is no additional payment for households with minor children.

For tenants who are displaced for less than twenty days due to temporary capital improvements, California law entitles the displaced tenants to \$341.00 per day, plus actual moving expenses. Alternatively, a landlord may provide comparable living arrangements instead of the relocation payment.

6. How do I know if I have been wrongfully evicted?

Eviction is a legal process called “unlawful detainer.” Although the process is through the court system, it moves much quicker than other lawsuits. There are more protections under the SFRO than there are under California law, but a landlord must follow the state and local rules for the eviction process to avoid wrongfully evicting a tenant.

The first important thing tenants must understand is that a tenant is legally entitled to remain in the rental unit until the landlord has obtained a judgment from the court that says otherwise, and a sheriff to remove the tenant from the premises. State laws apply to all tenants, and SFRO protections provide an additional layer of protections to tenants who reside in non-exempt rental units (See “What rental units are covered by the SFRO”); all tenants have the right to defend themselves against eviction unless the tenant is a lodger (a tenant who lives with the landlord, where the landlord has right of access to all areas of the unit occupied by the tenant).

Under the SFRO, a landlord must have a just cause for evicting a tenant (See “What are the legal justifications (“just causes”) for eviction under the SFRO). If a landlord does not have a just cause for evicting a tenant, or if a landlord alleges a “no fault” just cause but is not acting in good faith (i.e., landlord is acting with ulterior motives and without honest intent), then the eviction is a wrongful eviction. Basically, whatever the just cause a landlord asserts as the reason for evicting a tenant, the landlord must comply with the requirements of that reason to make the eviction legal. For example, if a landlord claims to be evicting tenant to move-in himself (a no-fault just cause eviction) but does not actually move-in and instead rents the unit to another tenant, the evicted tenant can sue the landlord for wrongful eviction.

A tenant who vacates a rental unit against his or her will and without just cause (e.g., due to severely dilapidated conditions or in response to a fraudulent owner-move-in eviction) has been wrongfully evicted. If a landlord changes the locks, cuts off utilities, or physically removes tenant belongings out of the unit, the tenant has been wrongfully evicted.

7. What damages may a tenant who has been wrongfully evicted recover?

A tenant who has been wrongfully evicted may recover money damages for one or more of the following:

- Loss of use of a rent-controlled unit,
- Partial or full refund of rent paid,
- Mandatory relocation payments,
- Out-of-pocket (e.g., moving or medical) expenses,
- Damaged and/or destroyed property (e.g., due to water damage),
- Lost wages,
- Bodily injury, and

- Mental and emotional injury (e.g., anxiety, depression, and fear)

Tenants should be sure to gather as much evidence as possible to strengthen their case. This includes copies of any notices, pictures of the complained of conditions of the rental unit, receipts of rents or other payments made to landlord or for repairs, written records of landlord's stated reason for eviction, and so on.

In some cases, depending on the situation and reason for eviction, a tenant may be able to stay in the rental unit or collect money damages for their harm suffered. The basic types of damages recoverable for wrongful eviction are: actual "out-of-pocket" damages, emotional distress damages, punitive damages, statutory damages, and attorneys' fees and costs. The type and amount of damages recoverable will always depend on the facts of each tenant's case, but the SFRO offers additional layers of protection for tenants seeking damages against landlords who have wrongfully evicted them.

Actual damages refer to the out-of-pocket costs incurred by the tenant because of the landlord's conduct. This includes money spent on repairs that were the landlord's duty to repair, temporary relocation costs (e.g., hotel expenses), the difference in rent between the old rent and the new rent, moving costs, medical expenses for injuries resulting from landlord's conduct, and replacement costs for any personal property belonging to tenant that was damaged because of landlord's actions (or inactions).

Emotional distress damages vary from case to case, but can be recovered with clear proof that tenant experienced symptoms of discomfort, pain, humiliation, depression, anxiety, or some other emotional disability as a result of the landlord's conduct. Usually a psychologist or psychiatrist would need to document these symptoms to demonstrate that these symptoms are "severe," meaning more than a normal day-to-day stress.

Punitive damages are available to punish willful conduct. These types of damages are appropriate and available when the tenant proves that landlord's behavior was so outrageous to a reasonable person that society should punish him by making him pay a large amount of money, which in turn will discourage him (and ideally, others as well) from behaving in that manner in the future. In addition to being outrageous, the landlord's behavior must also be intentional or grossly (extremely) reckless; mere absent-minded conduct will not support a claim for punitive damages.

Statutory damages are automatic amounts of punitive damages for violations of certain laws. If a landlord acted in a way that violated a statutory provision (a law) that was put in place to protect against that type of conduct, then the tenant will be awarded the amount provided by the statute. Under the SFRO, statutory damages are available for evictions without just cause; harassment; lead paint hazard violations; illegal lockouts; maintenance required by law was not provided and landlord's bad faith can be proven; subdivision code violations; and other applicable California laws.

Attorneys' fees and costs may be awarded if the rental agreement or law provides for recovery of these expenses. Laws that provide for an award of attorneys' fees and costs are buyout agreement that did not provide the required disclosures to the tenant; evictions without just cause; illegal rent increases; retaliation; rights under the SFRO interfered with by landlord; and other applicable California laws.

Tenants can also sue for injunctive relief, a court-order that the landlord act or stop acting in a particular manner, including a restraining order. Again, recovery will depend on the type of damage the tenant suffered and the extent to which the tenant can prove these damages.

8. Am I entitled to interest on my security deposit?

The law defines a “security deposit” as any money that a tenant gives to the landlord on or before initial occupancy, except for first month’s rent, an application screening fee, or a holding deposit. Under California law, such deposit is refundable. The landlord must give the tenant, by personal delivery or by first-class mail, an itemized statement indicating the reason for and the amount of any security deposit received, any use of the deposit, and return any remaining portion to the tenant, no later than twenty-one calendar days after the tenant has moved out of the rental unit.

Since 1983, the City of San Francisco has required landlords to pay simple annual interest on security deposits held for one year or longer (including deposits collected before 1983). This interest requirement is for all residential units—including those not covered by the SFRO—except where the rental unit is paid for with assistance by a government agency. Interest is owed on the deposit on the anniversary date the deposit was paid and must be given to the tenant in the form of a direct payment or a credit against the tenant’s rent and is due within three weeks of the tenant move-out date. Landlords are allowed to prorate the interest for a partial year if the tenant has lived in the unit for at least one year, and can keep the interest only if the security deposit is not enough to cover either unpaid rent, damage to the unit, or both.

The Rent Board announces a new interest rate every January. The interest rate takes effect from March to February of the following year. As of June 15, 2003, the rate in effect when the payment is due should be used to calculate the interest. If the landlord fails to pay the tenant interest, state law says that the interest becomes a lump sum that is due on the anniversary date, and if it is not paid the landlord should pay interest on the lump sum; and the interest rate will be 10% per year unless the rental agreement provides a specified amount.

9. Is there a rent board that regulates the SFRO? If so, what are its functions?

The San Francisco Rent Board regulates the SFRO. The Rent Board has the authority to make rules and regulations to ensure the purpose of the SFRO (i.e., to alleviate the rental crisis in San Francisco and to ensure landlords get fair and adequate rents) is being carried out; hire staff, including administrative law judges; and conduct rental arbitration hearings, mediations and investigatory hearings on Reports of Alleged Wrongful Eviction.

The Rent Board’s primary function is to conduct hearings and mediations of tenant and landlord petitions regarding any changes to rent that are governed by the rent control protections of the SFRO. Although the Rent Board investigates Reports of Alleged Wrongful Evictions, their power is limited because only a court can decide whether an eviction is legal or illegal. The Rent Board provides counseling information on subjects that are covered by the SFRO, however the Rent Board does not offer legal advice or refer to individual attorneys.

The Rent Board is limited to dealing with matters that are part of the SFRO. This means that state law matters, such as evictions for discrimination, retaliation, harassment, or a breach of contract (i.e., violation of the rental agreement/lease), are matters that are beyond the power of the Rent Board. The Rent Board can direct you to appropriate resources for advice and assistance on issues that are beyond the scope of the SFRO.

10. If I am sued for unlawful detainer (eviction), do I still have a case for wrongful eviction, tenant harassment, and/or any other claims against my landlord?

Yes, unless your right to assert those claims was waived as part of a settlement of your unlawful detainer (eviction) action. If a tenant has evidence to support a claim for wrongful eviction, tenant harassment, and/or any other claims against the landlord, the tenant does not lose the ability to assert those claims when a landlord sues the tenant for unlawful detainer (eviction). In an unlawful detainer lawsuit, the court holds a hearing and the parties can present their evidence and explain their case. If the court determines that the tenant has provided sufficient evidence in support of their arguments, the court will decide in favor of the tenant. If the court decides in favor of the tenant, the tenant will not have to move, and the landlord may be ordered to pay court costs (for example, the tenant's filing fees). The landlord also may have to pay the tenant's attorney's fees, if the rental agreement contains an attorney's fee clause and if the tenant was represented by an attorney. Because tenants (always defendants in unlawful detainer cases) can never countersue landlords (always plaintiffs in unlawful detainer cases), the tenant's claims must be asserted in either a separate lawsuit. If right of possession of the rental unit is no longer at issue in the unlawful detainer lawsuit (i.e., the tenant moves out while the unlawful detainer is pending and the landlord does not dismiss it), that lawsuit may be converted into a regular civil lawsuit and the tenant may countersue for damages.

11. If the SFRO protects tenants from harassment, what constitutes harassment?

The SFRO sets forth specific actions that constitute tenant harassment. A landlord has harassed a tenant if the landlord or any person acting on behalf of the landlord, in bad faith, engages in any of the following behaviors:

1. Interrupt, terminate or fail to provide housing services that the landlord is legally required to provide (i.e., shutting off utilities).
2. Fail to perform repairs and maintenance that the landlord is legally required to perform (i.e., failing or refusing to fix a dangerous condition of the rental unit).
3. Fail to complete repairs and maintenance in a timely manner, once those projects are undertaken, or failing to follow appropriate industry repair, containment, or remediation protocols designed to minimize exposure to noise, dust, lead, mold, asbestos, or other building materials with potentially harmful impacts.
4. Abuse the landlord's legal right to enter the rental unit (i.e., not providing adequate notice, repeated entry, or entering without reason, etc.).
5. Influence or attempt to influence a tenant to move-out of the rental unit through fraud, intimidation, or coercion.
6. Attempt to coerce the tenant to vacate with offer(s) of payments to vacate which are accompanied with threats or intimidation.
7. Threaten the tenant, by word or gesture, with physical harm.
8. Discriminate based on actual or perceived race, gender, sexual preference, sexual orientation, ethnic background, nationality, place of birth, immigration or citizenship status, religion, age, parenthood, marriage, pregnancy, disability, AIDS or occupancy by a minor child.
9. Interfere with a tenant's right to quiet use and enjoyment of a rental housing unit (as defined by California law).
10. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment.
11. Refuse to cash a rent check for over 30 days.
12. Interfere with a tenant's right to privacy.

13. Request information that violates a tenant's right to privacy, including but not limited to residence or citizenship status or social security number.
14. Any repeated acts or omissions that significantly and substantially interfere with or disturb the comfort, repose, peace or quiet of any lawfully entitled tenant of the rental unit, and that cause, are likely to cause, or are intended to cause that person to move-out, surrender, or waive any rights related to the rental unit and their tenancy.

12. How long do I have to pursue a claim under the SFRO?

A tenant suing a landlord for wrongful eviction or tenant harassment under the SFRO must file a lawsuit within one year of the wrongful eviction or harassing event or the right to do so may be lost forever!

13. Are subtenants protected under the SFRO?

Yes. The SFRO defines "tenant" as "[a] person entitled by written or oral agreement, **sub-tenancy** approved by the landlord, or by sufferance, to occupy a residential dwelling unit to the exclusion of others." S.F. Admin. Code § 37.2(t). The SFRO defines "landlord" as "[a]n owner, lessor, sublessor, who receives or is entitled to receive rent for the use and occupancy of any residential rental unit or portion thereof in the City and County of San Francisco, and the agent, representative or successor of any of the foregoing." S.F. Admin. Code § 37.2(h). In other words, in disputes between subtenants and master tenants, the subtenant assumes the role of tenant and the master tenant assumes the role of landlord.

14. Does the SFRO provide specific rules for adding roommates or subtenants?

Yes. San Francisco Rent Board Rules & Regulations section 6.15 governs the rules for adding roommates and subtenants even where a rental agreement includes an absolute prohibition on subletting. Generally, if a tenant makes a written request to the landlord for permission to sublease in accordance with these regulations, and the landlord fails to deny the request in writing with a description of the reasons for the denial of the request, including specific facts supporting the reasons for the denial, within fourteen days of receipt of the tenant's written request, the subtenancy is deemed approved.

15. What are my rights under the SFRO if I live in an illegal unit?

Rental units that are "illegal" are protected by the SFRO unless the unit is exempt for another reason. If the unit does not fall within any of the exemptions of the SFRO then the tenants enjoy the same protections as if the unit was legal. If the unpermitted unit is cited by the San Francisco Department of Building Inspection and ordered to be demolished, the landlord may lawfully evict the tenant but only after obtaining all necessary permits for the demolition.

16. Is there anything else I should know about the SFRO?

The SFRO is a complex piece of legislation that has been expanded and modified repeatedly since its enactment in 1979. One of its key components is that any waiver by a tenant of rights under the SFRO shall be void as contrary to public policy. S.F. Admin. Code § 37.9(e). This means that no lease term

can overrule or override any rights under the SFRO, even if both the landlord and tenant have agreed to them!