FAQs
(frequently asked questions)

Tenant Evictions in San Francisco

April 2015 Edition, by Jeanne Grove, Arthur Meirson and Ashley Klein

Breaking News

1) On November 7, 2014, the City enacted a law that regulates buyout negotiations and buyout agreements between landlords and rent-controlled tenants. The law became effective December 7, 2014, and fully operative March 7, 2015. Beginning March 7, 2015, landlords are required to provide tenants specific written disclosures and file a form with the Rent Board certifying that the statutory written disclosures were provided to the tenants before initiating a buyout negotiation with the tenants. Buyout agreements are now required to be in writing and include specific statements in order to take effect. Landlords will have to file a copy of the buyout agreement with the Rent Board and keep certain records for up to 5 years. Tenants will have 45 days to rescind any buyout agreement even if the landlord follows all of the new rules and procedures. If a landlord either fails to provide the written disclosures to the tenant, or fails to follow the filing and record keeping rules of the new law, or if the buyout agreement fails to conform to the new law, the tenant, the City, or certain non-profit groups will be able to sue the landlord for actual and statutory damages and recovery of attorney fees. In addition, beginning October 31, 2014, any buyout agreement of an elderly or disabled tenant with more than 10 years of occupancy, or a catastrophically ill tenant with more than 5 years of occupancy, will bar the property forever from condo conversion. The buyout of "two or more tenants" beginning October 31, 2014, will delay condo conversion by a minimum of 10 years. The legislation is ambiguous as to whether the law limits condo conversion for 10 years when there is only one buyout agreement of two or more tenants, or buyout agreements of two or more tenants *from two or more units*. There is also an ambiguity as to whether the limits on condo conversion due to buyout agreements apply to lottery condo conversions only, or include non-lottery condo conversions, as well. Litigation regarding the validity of the entire law, as well as specific ambiguous and/or overreaching provisions of the law, has already begun.

2) On June 1, 2014, the San Francisco Rent Ordinance was amended to increase the relocation payments for tenants evicted under the Ellis Act to up to two years' of market rate rental differential as determined by a formula published by the San Francisco Controller's office. On October 21, 2014, Judge Breyer of the federal district court for the Northern District of California ruled that this amendment was an unconstitutional taking and enjoined the City of San Francisco from enforcing the law. The City has appealed to the Ninth Circuit Court of Appeals. The future validity of this amendment remains uncertain. Currently, the relocation entitlement owed to tenants evicted under the Ellis Act, beginning March 1, 2015, until February 29, 2016, is $5,555.21 per Eligible Tenant, up to a maximum of $16,665.59 per unit, plus $3,703.46 as an additional amount due for each eligible tenant aged 62 years or older or disabled. More within.

3) The San Francisco Planning Department has recently announced new regulations restricting tenant evictions to "demolish" unwarranted units where such units could be "legalized" safely and consistent with

Breaking News, continued

certain requirements. A new burden is now placed on property owners to justify why they wish to demolish the unit rather than legalize it. The change is part of an effort by Mayor Edwin M. Lee to add 30,000 units of new or rehabilitated housing to the city over the next six years to ease what has been perceived recently as a growing affordability crunch that has made San Francisco one of the most expensive places in the nation to live.

4) In the summer of 2013, the San Francisco Subdivision Code was amended to significantly limit future lottery-based condo conversions. Please consult our companion FAQs on Condominium Conversions.

5) Reminder – Owner Move-In Evictions (OMIs) and Relative Owner Move-In Evictions (ROMIs) of a tenant with a minor child may ***only*** take place during the summer school break (currently from June 1, 2015 to August 16, 2015) unless there is only one unit owned by the landlord in the building or the owner will move in with his or her own minor child. More within.

6) In January 2014, the Board of Supervisors passed amendments to the Planning Code penalizing property owners who exercise their right to evict tenants for no-fault purposes, such as Owner Move-In and Ellis Act, by subjecting their properties to additional scrutiny, and prohibiting certain mergers and improvements for a period of 5 or 10 years. These amendments were promptly challenged with lawsuits. On November 25, 2014, the San Francisco Superior Court granted a petition brought by property owners enjoining the City from enforcing the 10-year post-eviction merger prohibition following an Ellis Act eviction. The City has filed an appeal. The future enforceability of these punitive amendments remain uncertain.

Is My San Francisco Residential Rental Property Subject to Rent Control?

A property is subject to the San Francisco Rent Ordinance if a Certificate of Occupancy for the structure was first issued on or before June 13, 1979. Under recent legislation, ***all rental properties*** that are in ***foreclosure*** are subject to limited eviction controls set by the state.

What are the Effects of Rent Control?

There are two main features of Rent Control in San Francisco: ***rent increase*** limitations and ***eviction*** restrictions.

Rent Increase Limitations. The San Francisco Rent Ordinance limits the amount of annual rent increases. Landlords may not seek to impose a rent increase more than ***once every twelve months.*** Also, landlords can only raise a tenant's rent by the amount set each year by the Rent Board. The current allowable maximum annual rent increase (March 1, 2015 through February 29, 2016) is 1.9%. Landlords can also petition for rent increases for capital improvements or increased operating and maintenance costs, but these increases are severely limited, and must first be approved by the Rent Board. For a more comprehensive discussion of landlord-tenant matters in San Francisco, such as rent increases, please consult our companion FAQs on LANDLORD-TENANT ISSUES in SAN FRANCISCO.

Eviction Restrictions. The San Francisco Rent Ordinance provides that a landlord may not endeavor to recover possession of a rental unit absent one of sixteen (16) "just causes" for eviction. The San Francisco Rent Ordinance also requires landlords to show "just cause" in order to recover possession of driveways, storage spaces, laundry rooms, decks, patios, gardens, garage facilities or parking facilities on the same lot, supplied in connection with the use or occupancy of a dwelling unit.

Some of the sixteen "just causes" are tenant-motivated: nonpayment or habitual late payment of rent, nuisance, unlawful purpose, refusal to renew lease, failure to provide access, and holdover of an unapproved subtenant. The other "just causes", which are the principal focus of this article, are landlord-motivated: owner move-in, owner's relative move-in, sale of a newly-converted condominium, demolition of a rental unit, permanent removal of a rental unit from housing use, capital improvements, substantial rehabilitation, lead paint remediation, and removal of the entire property from residential rental use under the state Ellis Act. The newest "just cause," added in 2011, permits a landlord and displaced tenant to agree to a temporary Good Samaritan occupancy with a reduced rental rate following a certified emergency such as fire, earthquake, landslide, etc., allowing for a rent increase or eviction after expiration of the Good Samaritan Status period.

Are All Rent-Controlled Properties Subject to Both Rent Increase Limitations and Eviction Restrictions?

No. Many single-family homes and condominiums are not subject to ***rent increase*** limitations. ***All rent-controlled*** properties, however, are subject to ***eviction*** restrictions.

Do Foreclosure Properties Have Different Rules for Rent and Eviction Control?

The rights of tenants under the San Francisco Rent Ordinance remain intact, regardless of a foreclosure. A foreclosure is ***not*** a "just cause" for eviction under the San Francisco Rent Ordinance. A foreclosure also does ***not*** affect the tenant's rental rate, and the tenant is still entitled to ***all the utilities and housing services*** associated with the tenancy regardless of the foreclosure. If utilities or housing services are interrupted or terminated at any time during the tenancy, the tenant may file a petition for substantial decrease in housing services or a claim of attempted wrongful eviction for "termination of a housing service without just cause." Moreover, ***rental units which were not subject to eviction control become subject to eviction control*** if a tenant is residing in the unit at the time of foreclosure; the person or entity who takes title through foreclosure may ***not*** evict a tenant except for "just cause" as provided under the San Francisco Rent Ordinance. The new landlord also must serve a "post-foreclosure" notice on the tenant within 15 days of the foreclosure. Further, effective January 1, 2013, a residential month-to-month tenant in possession of a rental unit ***not subject to eviction control*** at the time of a foreclosure must be given a 90-day written notice to terminate tenancy. For a fixed-term residential lease, the tenant can remain until the end of the lease term, subject to certain exceptions. This new law does not apply to borrowers who remain in possession after foreclosure.

Owner Move-In Evictions (OMI)

May I Evict My Tenant so I Can Reside in My Property?

In most situations, an owner may recover possession of a rental unit to use or occupy the unit as the owner's principal place of residence for at least three years. A tenant who has resided in the rental unit for twelve months or more is entitled to a 60-day eviction notice; a tenant who has resided in the rental unit for less than twelve months is entitled to a 30-day eviction notice. There are several requirements and restrictions on performing an owner move-in (OMI) eviction, including:

Requisite Ownership. Pursuant to the San Francisco Rent Ordinance and the San Francisco Superior Court Appellate Division, the evicting owner must own at least a **25%** interest in the property. The evicting owner may own as little as 10% interest in the property *only* if the interest was recorded on or before February 21, 1991.

Present Intent to Establish Principal Place of Residence. The evicting owner must have the present intent of establishing the unit as the owner's principal place of residence within three months of gaining possession of the property, and thereafter occupying the unit as the owner's principal place of residence for at least the next three consecutive years. If the evicting owner fails either to move into the unit within three months, or to occupy the unit thereafter as the owner's principal residence for at least three consecutive years, the law presumes that the tenant was evicted in bad faith, and the owner may be held liable for wrongful eviction, at a substantial cost.

Restriction to One Owner Move-In Eviction Per Building. An OMI eviction may be used to gain possession of ***only one unit per building***. An OMI eviction creates an "owner's unit," and any future OMI in the building may be used only to gain possession of that same "owner's unit." This restriction affects only those OMI evictions carried out after December 18, 1998. The "owner's unit" can only be changed under extraordinary circumstances by filing a special petition with the Rent Board.

Ownership of a Comparable Unit. If the landlord owns a comparable unit that is vacant and available, the landlord may not attempt an owner move-in eviction.

Ownership of a Non-Comparable Unit. If the landlord owns a non-comparable unit that is available, the landlord may attempt the owner move-in eviction, but must offer the displaced tenant the opportunity to relocate to the non-comparable unit, albeit at market rent.

Tenants with Children May Not Be Evicted During the School Year. Owner move-in evictions of a tenant (who has been residing in the unit for 12 months or more) with a minor child (under age 18) are prohibited during the school year (unless there is only one unit owned by the landlord in the building or the owner will move in with his or her own minor child). "School year" means the Fall Semester through the Spring Semester, as posted on the San Francisco Unified School District website for each year. The summer school break for 2015 is from June 1 to August 16. 2105.

Relocation Assistance. As of March 1, 2015, the evicting owner must pay $5,551 in relocation assistance to each authorized occupant ("Eligible Tenant"), regardless of age, who has resided in the rental unit for twelve months or more, up to a maximum of $16,653 per unit. The evicting owner must also pay an additional $3,701 to each household with an Eligible Tenant who has at least one child under the age of 18 years living in the unit, and to each Eligible Tenant who is over 60 years of age or disabled. The required relocation assistance is inflation-adjusted annually, every March.

Protected Tenants. A tenant is protected from an owner move-in eviction if he or she falls into one of three "protected" classes: tenants who are 60 years of age and have resided in the rental unit for 10 years or more; tenants who are disabled and have resided in the rental unit for 10 years or more; and tenants who are catastrophically ill and have resided in the rental unit for 5 years or more. This protection does ***not*** apply to tenants in a unit which is the ***only*** unit owned by the landlord in the building, or to single-family homes.

Relative Owner Move-In Evictions (ROMI)

May I Evict a Tenant so My Relative Can Reside in My Property?

An owner may recover possession of a rental unit to allow the owner's close relative to use or occupy the unit as that relative's principal place of residence ***only*** if the owner lives in the building or is simultaneously seeking to recover possession of a unit in the building through the owner move-in process. All other OMI-related requirements and restrictions described above apply to ROMI evictions.

Does My Elderly Relative Get Special Treatment?

An exception to the protected tenant rule gives special treatment to an elderly relative: If ***all*** rental units in the building where the owner resides are occupied by protected tenants, then the owner may evict an otherwise protected tenant to provide a home to the owner's elderly relative.

Sale of Condominium Evictions

May I Evict a Tenant from My Condominium?

An owner who completes a conversion of his or her property into condominium units may evict a non-protected tenant in order to have the unit vacant for sale. Tenants have special rights under the San Francisco Subdivision Code, which govern when, and under what circumstances, this eviction may take place. This option is not available for landlords who convert under the Expedited Conversion Program

Demolition / Permanent Removal of Rental Unit Evictions

May I Evict a Tenant to Remove an Unwarranted "In-Law" Unit?

If an owner has obtained permits to remove an unwarranted "in-law" unit, the owner may evict tenants from that unit in order to demolish or otherwise permanently remove the rental unit from housing use. As of March 1, 2015, the evicting owner must pay $5,551 in relocation assistance to each authorized occupant ("Eligible Tenant"), regardless of age, who has resided in the rental unit for twelve months or more, up to a maximum of $16,653 per unit. The evicting owner must also pay an additional $3,701 to each household with an Eligible Tenant who has at least one child under the age of 18 years living in the unit, and to each Eligible Tenant who is over 60 years of age or disabled. The required relocation assistance is inflation-adjusted annually, every March.

Attorneys for landlords and tenants disagree as to whether the vacated space may then be converted to general living area, or whether it must be used for a non-housing purpose such as storage or parking. There is also a state law which requires an owner to give notice to a tenant before applying for building permits to demolish a rental unit; the applicability of this law to this type of eviction in San Francisco is undecided. Finally, tenants who are evicted from unwarranted units have been known to seek compensation for the rent that they had paid pursuant to a rental contract with an illegal subject matter.

Most recently, the San Francisco Planning Department announced new regulations restricting tenant evictions to "demolish" unwarranted units where such units could be "legalized" safely and consistent with certain requirements. A new burden is now placed on property owners to justify why they wish to demolish the unit rather than legalize.

Capital Improvement/Lead Remediation Evictions

May I Ask My Tenant to Vacate so I Can Remodel the Unit?

If an owner has obtained permits to perform capital improvements to a rental unit, and the work will render the unit uninhabitable for a period of time, the owner may temporarily evict the tenant for a period of up to three months. If the work is likely to require longer than three months, the owner must first petition the Rent Board for permission to evict for a longer period of time. If the work was originally estimated to take less than three months but runs overtime, the owner may petition the Rent Board for an extension. In addition, as of March 1, 2015, the evicting owner must pay $5,551 in relocation assistance to each authorized occupant ("Eligible Tenant"), regardless of age, who has resided in the rental unit for twelve months or more, up to a maximum of $16,653 per unit. The evicting

owner must also pay an additional $3,701 to each household with an Eligible Tenant who has at least one child under the age of 18 years living in the unit, and to each Eligible Tenant who is over 60 years of age or disabled. The required relocation assistance is inflation-adjusted annually, every March. When the tenant returns, the rent remains as it was, subject only to limited "pass-through" increases allowed by the Rent Board.

If an owner receives an order of abatement from the City to effect lead remediation or abatement work, then the owner also may temporarily recover possession of a unit solely to comply with the City's order. The owner may temporarily evict the tenant for this purpose only for the minimum time required to do the work, and each tenant who is a member of the household shall be entitled to relocation assistance based upon the length of time the tenant will be displaced from the unit.

Effective January 1, 2013, a new law, Civil Code Section 1947.9, permits property owners to temporarily displace their tenants for up to 19 days. This new state law is an alternative to the existing temporary capital improvement eviction that is permitted by the San Francisco Rent Ordinance. The new state law requires compensation to tenant households, rather than individual tenants, at the rate of $302 per day, plus actual moving expenses, or alternatively, a property owner has the right to offer to the tenant household a comparable temporary replacement unit, plus actual moving expenses.

Ellis Act Evictions

What Is the Ellis Act?

The Ellis Act is a state law which provides that a property owner may cease being a landlord. If an owner invokes the Ellis Act in a building containing 3 or fewer rental units, the owner must evict all tenants ***from all rental units on the entire property***. If an owner invokes the Ellis Act in a building containing more than 3 rental units, the owner must evict all tenants from all rental units ***in that building only.***

On June 1, 2014, the San Francisco Rent Ordinance was amended to increase the relocation payments for tenants evicted under the Ellis Act to up to two years' of market rate rental differential as determined by a formula published by the San Francisco Controller's office. On October 21, 2014, Judge Breyer of the federal district court for the Northern District of California ruled that this amendment was an unconstitutional taking and enjoined the City of San Francisco from enforcing the law. The City has appealed to the Ninth Circuit Court of Appeals. The future validity of this amendment remains uncertain. Currently, the relocation entitlement owed to tenants evicted under the Ellis Act, beginning March 1, 2015, until February 29, 2016, is $5,555.21 per Eligible Tenant, up to a maximum of $16,665.59 per unit, plus $3,703.46 as an additional amount due for each eligible tenant aged 62 years or older or disabled.

Tenants are given ***120 days*** to vacate, except as noted below. The property is then subject to certain re-rental limitations.

What Are the Consequences of Invoking the Ellis Act?

The theory behind the Ellis Act is that the units are being taken off the rental market and will not be re-rented for at least a number of years. If a unit is re-rented, there are consequences. ***No rentals are allowed in any unit during the first two years following Ellis Act evictions.*** If any unit in the building is re-rented within ***two*** years, the owner will be liable for damages to the displaced tenant(s) and subject to other civil and criminal penalties brought by the city. If a unit from which a tenant was evicted is re-rented any

time within the first ***five*** years, the owner must re-rent that unit at the displaced tenant's original rent. The five-year restriction creates a price freeze on the rental value of the unit and is the most restrictive consequence. If a unit is re-rented within ***ten*** years, the owner must offer the unit first to the displaced tenant, however, it is only during the first five years of this period that the owner must re-rent the unit at the original rent; during years 6 through 10, the displaced tenant gets the first right to re-occupy, but at market rent.

Can I Evict "Protected Tenants" with the Ellis Act?

Yes; while some tenants are entitled to special treatment, no tenants are protected from an Ellis Act eviction. Tenants 62 years of age or older and tenants who are disabled, regardless of the length of tenancy, are entitled to additional relocation payments as described above. In addition, tenants 62 years of age or older and tenants who are disabled and have resided in the unit for at least one year are entitled to ***12 months'*** notice to vacate. .

Unlawful Detainer (UD) Procedures

When Must the Tenant Move?

Most tenants are entitled to 3 days', 30 days' or 60 days' notice to vacate; however, tenants being evicted using the Ellis Act are given *120* days' notice to vacate; elderly and disabled tenants being evicted using the Ellis Act are typically entitled to one year's notice to vacate.

What if the Tenant Does Not Vacate Within the Notice Period?

If a tenant does not vacate by the end of the notice period, and if the landlord and tenant have not come to an agreement as to when the tenant will move, the landlord must stop accepting rent and must file an eviction lawsuit called an Unlawful Detainer, or UD, action. The landlord is the plaintiff, the tenant is the defendant, and the lawsuit seeks to recover possession of the property and damages in the form of the rental value of the property during the lawsuit. Most UD lawsuits go to trial in one to three months after the notice period expires. Many landlords find it beneficial to settle with the tenant rather than incur court expenses and attorney fees and the risks of a trial. Settlements often involve giving the tenant more time to vacate and/or helping the tenant financially, if the tenant is having trouble paying for moving costs or a higher market rent.

Single-Family Homes and Condominium Units

How Are Single-Family Homes and Condominium Units Treated Differently for Rent Increase Limitations?

Pursuant to the Costa-Hawkins Rental Housing Act, single-family homes are not subject to rent increase limitations if the tenancy began after January 1, 1996. This is also true for units that were ***originally built*** as condominiums. If the units were **converted** to condominiums, then this special treatment generally applies ***only*** to condominiums which have been sold to bona fide purchasers, and to the ***one*** condominium retained by the subdivider after ***all other*** condominiums in the building have been sold, if the unit has been occupied by the subdivider for at least one year.

How Are Single-Family Homes and Condominium Units Treated Differently for Eviction Restrictions?

There is generally no "protected" tenant status preventing the eviction of an elderly or disabled tenant from an owner move-in eviction where the owner owns only one unit in the building or a single-family home. Note that a single-family home with a separately rented in-law unit is still considered to be a ***2-unit*** property, and is not eligible for this special rule. Case law also prohibits Ellis Act evictions of individual condominium units.

Negotiated Settlements

May I Pay My Tenant to Vacate?

As noted above, many landlords prefer to settle eviction lawsuits by paying the tenant to vacate rather than incur court expenses and attorney's fees and the risks of a trial. Other

landlords attempt to circumvent the eviction process by offering money to a tenant to vacate, regardless of whether the landlord has a "just cause" to terminate the tenancy.

Are Tenant "Buyouts" Legal?

The City enacted a law on November 7, 2014, that regulates buyout negotiations and buyout agreements between landlords and tenants. Buyout negotiations are any discussion or bargaining, whether oral or written, between a landlord and tenant regarding the possibility of entering into an agreement wherein the landlord pays the tenant money or other consideration to vacate the rental unit. (An agreement to settle a pending unlawful detainer action is not considered a buyout agreement and therefore not subject to the new law). The law became effective December 7, 2014, and fully operative March 7, 2015. Beginning March 7, 2015, landlords are required to provide tenants specific written disclosures and file a form with the Rent Board certifying that the statutory written disclosures were provided to the tenants before initiating a buyout negotiation with the tenants. In addition, buyout agreements are now required to be in writing and must include specific statements in order for the agreement to be valid. Landlords will have to file a copy of the buyout agreement with the Rent Board and keep certain records for up to 5 years. Tenants will have 45 days to rescind any buyout agreement even if the landlord follows all of the new rules and procedures. Even if a tenant has already vacated the unit pursuant to a buyout agreement, the tenant will have the absolute right to return to the unit within 45 days of execution of the buyout agreement. If a landlord either fails to provide the written disclosures to the tenant, or fails to follow the filing and record keeping rules of the new law, or if the buyout agreement fails to conform to the new law, the tenant, the City, or certain non-profit groups will be able to sue the landlord for actual and statutory damages and recovery of attorney fees. The new law also sets restrictions on some condo conversion when there is a buyout agreement beginning October 31, 2014, as described in more detail below.

In addition to the rules under the new buyout law, the San Francisco Rent Ordinance prohibits a landlord from endeavoring to recover possession of a rental unit unless the landlord has a just cause to terminate a tenancy. Proposition M, the "Landlord Harassment" provision of the Rent Ordinance, also prohibits landlords and their agents from, among other things, influencing a tenant to vacate a rental unit through fraud, intimidation or harassment, or attempting to coerce the tenant to vacate with offer(s) of payments which are accompanied with threats or intimidation. On the other hand, constitutional law prohibits statutes which infringe on a landlord's freedom of speech. Therefore, a landlord's oral request that a tenant vacate for compensation can be seen as an exercise of the landlord's free speech rights. The distinction may lie in the tone of the request. If a tenant is pressured into vacating, the landlord may have committed a wrongful act. If a landlord asks a tenant to consider moving out, while at the same time expressing or acknowledging the tenant's legal right to stay, the landlord has probably exercised his or her free speech rights without violating the law.

There is also some question about the enforceability of a buyout agreement. A settlement agreement in which a tenant agrees to vacate the property in exchange for dismissal of a lawsuit has been found by at least one court to be enforceable. However, outside this context, the enforceability of buyout agreements and stipulations to enter judgments against the tenant in order to recover possession of the property are uncertain. Nevertheless, buyout agreements are extraordinarily common in San Francisco and historically have relied on the motivation of the tenants to collect the agreed monetary payment from the landlord in exchange for vacating the property.

What if My Tenant Offers to Vacate for Compensation?

Under the new buyout law, a landlord must satisfy the statutory prerequisites for buyout negotiations described above, even if the tenant initiates the discussion. If a tenant approaches a landlord about a buyout, the landlord should politely delay the discussion until after the landlord has complied with the disclosure and Rent Board reporting rules.

Effect of Evictions on Condominium Conversion

What Effect Will an Eviction or Buyout Have on a Future Condominium Conversion?

As a result of a law passed by the Board of Supervisors in the summer of 2013, the condo conversion lottery is in moratorium until at least 2024. During this moratorium, certain properties are eligible to participate in the Expedited Conversion Program. Any no-fault eviction beginning March 31, 2013, of any tenant, regardless of age or disability, disqualifies the applicant from conversion through this program. Tenants in occupancy of units converted through this program may be entitled to an offer of a lifetime lease. For a more comprehensive discussion of the Expedited Conversion Program, please consult our companion FAQs on CONDOMINIUM CONVERSION in SAN FRANCISCO.

If the lottery resumes in 2024 or later, any no-fault eviction of any tenant, regardless of age or disability, that occurred within 7 years of registration for the lottery, will disqualify the applicant from condo conversion. An exception to this rule is for temporary evictions for capital improvements and lead remediation as long as the evicted tenant is given an offer to resume the tenancy. Another exception will be provided for demolition evictions if the owner had to evict a tenant to perform the demolition in compliance with an order of abatement from the Department of Building Inspection. Another exception for OMI and ROMI evictions will be provided if there has only been one OMI or ROMI within the 7 years prior to the registration, the surviving owner or relative of owner applies for conversion, and the owner or relative occupied the unit as a principal residence for 3 years prior to the registration. However, since November 2004, any no-fault eviction of a tenant aged 60 or older with 10 years of tenancy, or a disabled tenant, no matter the length of tenancy, will permanently bar a lottery condo conversion. Two or more evictions of unprotected tenants from two or more units will, at a minimum, delay conversion by 10 years from the most recent eviction.

With respect to duplex conversions which were unaffected by the 2013 amendments to the Subdivision Code, the following restrictions apply. **A single eviction** of a protected tenant based on owner move-in or owner's relative move-in, demolition / permanent removal of a rental unit from housing use, capital improvements, and removal of the entire property from residential rental use under the Ellis Act, with a notice date on or after ***May 1, 2005***, renders the building ineligible for condo conversion ***forever***. In addition, the eviction of ***two or more tenants from two or more units*** renders the building ineligible for applying for condo conversion for ***ten years of separate owner-occupancy***.

Beginning October 31, 2014, any buyout agreement of an elderly or disabled tenant with more than 10 years of occupancy, or a catastrophically ill tenant with more than 5 years of occupancy, will bar the property forever from condo conversion. The buyout of "two or more tenants" beginning October 31, 2014, will delay condo conversion by a minimum of 10 years. The legislation is ambiguous as to whether the law limits condo conversion for 10 years when there is only one buyout agreement of two or more tenants, or buyout agreements of two or more tenants from two or more units. There is also an ambiguity as to whether the limits on condo conversion due to buyout agreements apply to lottery

condo conversions only, or include non-lottery condo conversions, as well. Litigation regarding the validity of the new buyout law, in its entirety, as well as specific ambiguous and/or overreaching provisions of the law, has already begun.

How do I Choose a Lawyer to Assist Me in Eviction Matters?

A Law Firm Specializing in Landlord/Tenant Issues Should Offer You:

- Experienced attorneys knowledgeable in all aspects of both the creation and termination of landlord/tenant relationships;
- Attorneys skilled at negotiating win-win settlements;
- Substantial trial experience;
- Expertise in TIC and condominium conversion and dispute resolution issues.

What Sets Goldstein, Gellman, Melbostad, Harris & McSparran, LLP ("G3MH") Apart?

EXPERIENCE:

G3MH has been a respected member of San Francisco's real estate community for over thirty years. During that time we have provided guidance to, and represented thousands of property owners in a wide range of landlord/tenant matters, including lease negotiations, voluntary termination of tenancy, evictions, and wrongful eviction defense. G3MH attorneys have handled most of the condominium conversion applications in San Francisco, representing over three thousand units, and have provided guidance to over five hundred Tenancy-In-Common groups, representing more than two thousand homeowners.

SOCIAL CONSCIENCE:

G3MH does not represent landlords in landlord-motivated evictions of elderly, disabled, or catastrophically ill tenants.

REASONABLE FEES:

G3MH provides landlord/tenant services on an hourly basis. The hourly rate charged will be based upon the level of experience of the attorney you work with, which we will endeavor to match to the task at hand. Because the extent to which a tenant will cooperate in the termination of her or his tenancy varies widely, it is not possible to estimate costs in advance.

SERVICE:

G3MH is a full-service law firm, which means that our attorneys and paralegals are available to offer additional guidance in tenancy-in-common issues, condominium conversion, title transfer and vesting, trust and estate matters, easements, property tax issues, and all other real estate matters. No other firm in San Francisco offers the staffing and resources to meet your needs in every aspect of residential real estate management.

About the Authors:

A. Jeanne Grove's primary practice areas are co-ownership and real property disputes, as well as landlord-tenant matters. Her experience includes litigating purchase/sale disputes, nondisclosure claims, condominium and tenancy-in-common issues, title disputes, partitions, insurance coverage matters, boundary disputes and leases. Jeanne acquired her J.D. at the University of California, Hastings College of the Law in 2004. She received her B.A. in Political Science and French at the University of California at Los Angeles, where she graduated an Alumni Scholar. In 2013, Jeanne received the California State Bar Real Property Section Morning Star award. In 2012-2014, she served as the American Bar Association Young Lawyer Division District Representative for Northern California, representing 13 affiliates throughout the state. She also serves as an Adjunct Professor at her law school alma mater, the University of California, Hastings College of Law, teaching legal writing, research and oral advocacy skills to first- and second-year law students. Jeanne is currently a member of the California State Bar Real Property Section, the American Bar Association Torts, Trial, and Insurance Practice, Business Litigation Committee, the Bar Association of San Francisco, the Filipino Bar Association of Northern California, and the Marin County Bar Association.

Jeanne has practiced business and real estate law in San Francisco and Los Angeles and is admitted to practice in all the state courts of California, as well as the United States District Courts of the Northern District and Central District of California. Jeanne can be contacted at (415) 673-5600 ext. 244, or via email at JGrove@g3mh.com.

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