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FAQs
(frequently asked questions)

Tenant Evictions in San Francisco

3/1/18 Edition
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This article is provided as a resource for understanding the changes which are taking place in San Francisco's real estate community, and summarizes those changes as they are understood on the publication date. Updated versions of this article may appear on the firm's website at www.g3mh.com

Revised Owner Move-In Requirements. On July 11, 2017, the San Francisco Board of Supervisors passed new legislation amending the requirements for Owner Move-In (OMI) Evictions effective January 1, 2018 (see within).

Third-Party Lawsuits. New rules allow non-profit organizations to sue landlords when the organization believes a tenant has been illegally evicted, and if they prevail, to collect attorney's fees from the landlord (see within).

Educator Protections Reinstated. In 2016, San Francisco adopted an ordinance barring "no-fault" evictions of families with children and educators during the school year. A law suit was filed in protest, and the trial court concluded state law preempted this ordinance. However, in 2018, the California Court of Appeal ruled that the City does have the legal authority to enforce this rule.

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. ***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, 2018 through February 28, 2019) is 1.6%. 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" arise where the tenant is "at-fault" for some wrong: nonpayment or habitual late payment of rent, breach of lease, nuisance, use of a rental unit for an unlawful purpose, refusal to renew a lease for a like term, failure to provide access, and holdover of an unauthorized subtenant. The other just causes, which are the principal focus of this article, are landlord-motivated, often referred to as "no-fault" evictions because the tenant can be evicted even though the tenant did not commit any wrong: owner move-in, owner's relative move-in, sale of a newly-converted condominium, demolition of a rental unit, capital improvements, substantial rehabilitation, removal of the entire property from residential rental use under the Ellis Act, lead paint remediation, removal of a rental unit under a development agreement with the City, and termination of a Good Samaritan tenancy created for up to two years following a certified disaster.

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

No. Many single-family homes and condominiums are exempt from local ***rent increase*** limitations (including those set forth in the San Francisco Rent Ordinance) under a State law known as the **Costa-Hawkins Rental Housing Act** (more below). All properties which fall under the San Francisco Rent Ordinance, however, remain subject to the ***eviction restrictions*** of that ordinance.

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, 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 Owner Move-In (OMI) evictions, including some ***new requirements noted at the end of this section***:

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 proper (or 10% if interest in the property 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.

Relocation Fees. Evicting owners must pay ***relocation assistance*** to tenants who have resided in the rental unit for twelve months or more (see below).

"School" Restrictions. Tenants with children may not be evicted during the school year (more below).

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 carried out after December 18, 1998, 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." 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.

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.

New OMI Rules This Year

On July 11, 2017, the San Francisco Board of Supervisors amended the requirements for Owner Move-In Evictions (and Relative Owner Move-In Evictions, which are described below). While many of the specifics, including applicable Rent Board forms, are still under revision, the new legislation makes the following changes, effective ***January 1, 2018***:

Vacancy Control. Extends the time period after an eviction that a landlord desiring to rent out the unit must first offer the unit back to the evicted tenant, and to charge market rent to new tenants, from three to ***five*** years (matching Ellis Act evictions).

Criminal Penalties. Makes it a ***misdemeanor*** for a landlord ***to charge above the maximum allowable rent*** during the five-year period following an eviction;

Landlord Declaration and Additional Filings. Requires a landlord to (1) ***file a declaration*** swearing under penalty of perjury that landlord intends to occupy the unit for use as the principal place of residence of the landlord (or the landlord's relative) for at least five years; (2) ***provide the displaced Tenant with a form*** to be used to advise the Rent Board of any change in address; and (3) ***file documentation*** with the Rent Board ***regarding the status of the eviction***, with penalties for failing to file such documentation.

Rent Board to Monitor Compliance. Requires the Rent Board to (1) transmit a random sampling of landlord documentation to the District Attorney; (2) annually notify a new tenant of the maximum rent for the unit for five years after the eviction; and (3) authorize a new tenant to sue for ***three times any excess rent charged***.

Non-Profits may Litigate on behalf of Evicted Tenants. Authorizes interested non-profit organizations ***to sue landlords*** for Wrongful Eviction or collection of excess rent.

Extends the Statute of Limitations for Wrongful Eviction. The time in which a law suit may be brought for Wrongful Eviction claims based on an unlawful OMI or ROMI is extended from one to ***five*** years.

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?

Some owners who complete a condominium conversion 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. Owners who participate in the current Expedited Conversion Program, however, must offer ***lifetime leases*** to their tenants, and are not permitted to evict a life-tenant in order to have the unit vacant for sale. For a more comprehensive discussion of matters relating to tenants in condominium conversions in San Francisco, please consult our companion FAQs on CONDOMINIUM CONVERSION IN SAN FRANCISCO.

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" or legally non-conforming unit, the owner may evict tenants from that unit in order to demolish or otherwise permanently remove the rental unit from housing use. Evicting owners must pay relocation assistance to tenants who have resided in the rental unit for twelve months or more. Restrictions on evicting educators and students will also apply. (see below)

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. By contrast, landlords have relied on common law principles that tenants should be required to pay the reasonable value of the premises, irrespective of the legality of the unit. The law on this matter is largely undecided.

Pending legislation and regulations by the San Francisco Planning Department may restrict tenant evictions to "demolish" unwarranted units where such units could be legalized safely and consistent with certain requirements. A new burden may be placed on property owners to justify why they wish to demolish the unit rather than legalize it.

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, 2018, the evicting owner must pay $6,627 in relocation assistance to each authorized occupant ("Eligible Tenant"), regardless of age, who has resided in the rent al unit for twelve months or more, up to a maximum of $19,881 per unit. Evicting owners must pay relocation assistance to tenants who have resided in the rental unit for twelve months or more. Restrictions on evicting educators and students also apply (see below). 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.

Civil Code Section 1947.9, permits property owners to temporarily displace their tenants for up to 19 days. This 2013 state law is an alternative to the existing temporary capital improvement eviction that is permitted by the San Francisco Rent Ordinance. The law requires compensation to tenant households, rather than individual tenants, at the rate of $320 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.

Are Certain Evictions Prohibited During the School Year?

Yes. **Tenants with children or who are themselves educators may not be evicted during the school year.** Generally, eviction of a tenant (who has been residing in the unit for 12 months or more) with a minor child (under age 18), or of a tenant who is an "educator," is prohibited during the school year. "Educator" means any person who works at a school in San Francisco as an employee or independent contractor of the school or of the school district, including teachers, aides, administrators, staff, counselors, social workers, psychologists, nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants. "School year" means the Fall Semester through the Spring Semester, as posted on the San Francisco Unified School District website each year (currently, August 21, 2017, to June 6, 2018).

The above eviction restrictions do not apply to Ellis Act evictions (see below), or temporary evictions for seismic work.

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. That law was also challenged in the Superior Court of San Francisco where it was invalidated. The City has appealed the state trial court ruling to the California Court of Appeal. The City passed a second law again increasing relocation payments for tenants evicted under the Ellis Act, albeit with a cap and certain restrictions on how the money can be used. The City voluntarily stayed implementation of the second law pending the state and federal court litigation and appeals. The future validity of these amendments remains uncertain. Evicting owners must pay relocation assistance to tenants who have resided in the rental unit for twelve months or more (see below).

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 many 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 evicted 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 evicted 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 (the City is now applying this restriction to certain other "no-fault" evictions). If a unit is re-rented within ***ten*** years, the owner must offer the unit first to the evicted 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 evicted tenant has

the first right to re-occupy, but at market rent. ***Buildings subject to Ellis Act evictions after Nov. 1, 2014, are also ineligible to offer "vacation" (Airbnb, etc.) rentals.***

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 below. 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.

RELOCATION ASSISTANCE

What Statutory Relocation Fees Must I Pay to my Evicted Tenants?

As of March 1, 2018, for an Owner Move-In, Relative Owner Move-In, Demolition, Capital Improvement or Substantial Rehabilitation eviction, an evicting owner must pay $6,627 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 $19,881 per unit. The evicting owner must also pay an additional $4,419 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 fees are slightly higher for Ellis Act evictions. The required relocation assistance is inflation-adjusted annually.

UNLAWFUL DETAINER (UD) PROCEDURES

When Must the Tenant Move?

Most tenants are entitled to 3-days', 30-days', or 60-days' notice to vacate. Tenants being evicted for a subletting violation are now entitled to a 10-day notice to cure or quit. 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 & 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 & 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 considered to be a ***2-unit*** property, and is not eligible for this special rule. Case law also prohibits Ellis Act evictions from individual condominium units.

Negotiated Settlements

May I Pay My Tenant to Vacate?

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?

A City ordinance 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 ordinance). Landlords are now 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 must be in writing and must include specific statements in order for the agreement to be valid. Landlords must file a copy of the buyout agreement with the Rent Board and keep certain records for up to 5 years. Tenants have 45 days to rescind any buyout agreement; even if a tenant has already vacated the unit pursuant to a buyout agreement, the tenant may have the 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 can sue the landlord for actual and statutory damages and recovery of attorney fees. Failure to comply with these regulations can invalidate the buyout agreement. The new Buyout Law also sets restrictions on certain condo conversions when there is a buyout agreement beginning October 31, 2014, as described in more detail below.

In late 2015, a federal judge upheld the Buyout Law following a lawsuit brought by certain property owners and advocacy groups alleging the law violates constitutional rights of free speech, and on other grounds. The decision is under appeal.

In addition to the rules under the 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 influencing a tenant to vacate a rental unit through fraud, intimidation or harassment, or attempting to coerce the tenant to vacate with offers of payments which are accompanied with threats or intimidation. Yet, constitutional law prohibits statutes which infringe on a landlord's freedom of speech, and 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 to recover possession of the property are uncertain, although the new Buyout Law offers strong support that such agreements are legal and enforceable. Buyout agreements are 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, 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?

The condo conversion lottery currently is under 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 will be granted for temporary evictions for capital improvements and lead remediation as long as the evicted tenant is given an offer to resume the tenancy. An exception will also 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.

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 also bar the property from condo conversion. The buyout of "two or more tenants" beginning October 31, 2014, will delay condo conversion by a minimum of 10 years. ***However, neither restriction affects 2-unit "bypass" condo conversions.*** 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. The restrictions on condo conversion due to buyout agreements seem to apply to future ***lottery*** condo conversions only, but do not appear to cover Expedited Conversions. To repeat, it is clear ***the damaging effects of buyout agreements do not apply to condo conversions of owner-occupied 2-unit buildings***.

With respect to "bypass" condo conversions (***owner-occupied 2-unit buildings*** (so-called "bypass" 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. In addition, the eviction of ***two or more non-protected tenants from two or more units*** renders the building ineligible for applying for condo conversion for ***ten years of separate owner-occupancy.***

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 and who will not be bullied by aggressive tenant-rights advocates;
- Substantial trial experience;
- Expertise in TIC and condominium conversion and dispute resolution issues.

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

EXPERIENCE:

G3MH has been a respected member of San Francisco's real estate community for nearly thirty-five 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:

Ashley E. Klein's practice focuses on real estate litigation, including landlord-tenant matters, property management, purchase and sale and co-ownership disputes. She is an experienced advocate in Alternative Dispute Resolution, settlement conferences and private mediations. Ashley represents clients in matters involving residential and commercial breach of contract, quiet title actions, unlawful detainer, fraud and misrepresentation, professional negligence, the Costa-Hawkins Rental Housing Act, and the San Francisco Residential Rent Stabilization and Arbitration Ordinance. Ashley has developed an extensive knowledge of the legal issues surrounding service animals, emotional support animals (comfort animals), and therapy animals in both residential and commercial settings. A 2013 graduate of the University of North Carolina School of Law, Ashley has been recognized for her oral advocacy and writing skills, and was awarded the Gressman-Pollitt Award for Outstanding Oral Advocacy; her article describing the prospect of class arbitration in Canada was published in the North Carolina Journal of International Law and Commercial Regulation. Ashley is fluent in Spanish (B.A. in Spanish and History summa cum laude, 2010, UNC) and has traveled extensively in Latin America and Spain. She is admitted to practice in California and before the United States District Court for the Northern District of California. Ashley can be reached at (415) 673-5600 ext. 222, or via e-mail at AKlein@g3mh.com.

Laura Campbell is a litigation associate, focusing on landlord/tenant matters. She represents G3MH clients in unlawful detainer lawsuits, negotiating tenant buy-outs, and resolving property management issues. Laura received her law degree with honors from the University of North Carolina School of Law, where she was Managing Editor of the North Carolina Journal of International Law, President of the Carolina Health Law Organization, and a member of the Corporate Appellate Moot Court team. Laura received her undergraduate degree with honors from Northwestern University, majoring in Political Science and International Studies, the latter of which afforded her the opportunity to become fluent in Spanish.

A. Jeanne Grove is a partner of G3MH who oversees the litigation practice for the firm. She has practiced in San Francisco Rent Control law for 12 years, litigating unlawful detainer cases, negotiating buyouts and counseling property owners in all landlord-tenant matters. Jeanne also handles purchase/sale and nondisclosure disputes, co-ownership, tenant-in-common and homeowners association matters. Jeanne is also a licensed real estate broker with the state of California. Jeanne received in 2017 the Minority Bar Coalition Unity Award for her work advancing the cause of diversity in the legal community. In 2013, Jeanne received the California State Bar Real Property Section Morning Star award for her excellence in leadership in the real property legal community. Jeanne can be contacted at (415) 673-5600 ext. 244, or via email at JGrove@g3mh.com.