

Mayor's Office of Housing and Community Development
City and County of San Francisco



London N. Breed
Mayor

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Director

Temporary Moratoriums on Residential Evictions

Rules and Regulations for Tenants and Landlords

Updated September 21, 2020

BACKGROUND: The Mayor has issued several orders concerning residential evictions. See Second Supplement to the Emergency Proclamation, sections 1–2 (March 13, 2020); Fifth Supplement to the Emergency Proclamation, sections 1–2 (March 23, 2020); and Twelfth Supplement to the Emergency Proclamation, section 1 (April 30, 2020). Section 1 of the Twelfth Supplement (hereafter, the “**Order**”) updated and replaced all of the prior orders and applies retroactively to March 13, 2020. Through Executive Order Extending Residential Eviction Moratorium (August 25, 2020), the Order will expire on September 30, 2020 (the “**Expiration Date**”), unless the Mayor directs otherwise. If the Mayor extends the Expiration Date, these Rules and Regulations shall be extended as allowed by law.

APPLICABILITY: These Rules and Regulations apply to the following types of residential units: (1) all rental units as defined in Administrative Code section 37.2 (including without limitation single-family homes, new construction, and owner/master tenant-occupied units); (2) all residential units in residential hotels, regardless of how long the unit has been occupied, notwithstanding the 32-day period in Administrative Code sections 37.2(r)(1) and 41.4; and (3) all units where the rent is controlled or regulated by the City, including without limitation privately-operated units regulated by the Mayor’s Office of Housing and Community Development (MOHCD) or the Department of Homelessness and Supportive Housing. These Rules and Regulations do not apply to (1) tourist units operated by the City in its emergency response, which are subject to section 4 of the Fifth Supplement; and (2) privately-operated tourist units, which are subject to section 1 of the Tenth Supplement, for which MOHCD has published guidance (<https://sf.gov/information/about-hotel-guest-removal-moratorium-due-covid-19>).

SUSPENSION OF EVICTIONS GENERALLY: No landlord shall recover possession of a residential unit unless necessary due to violence, threats of violence, or health and safety issues, until at least two months after the Order’s Expiration Date (currently December 1). Evictions under the Ellis Act are not covered under this moratorium. If the landlord attempts to evict prior to that date, the tenant may claim the protections of this Order as an affirmative defense. Additional rules for evictions due to nonpayment are provided below.

SUSPENSION OF EVICTIONS DUE TO NONPAYMENT: A landlord may not evict for the nonpayment of rent that was originally due between March 13, 2020 and August 31, 2020, if the tenant could not pay due to the financial impacts of the COVID-19 crisis, until March 1, 2021. Any written or oral waiver of these protections by a tenant shall not be enforceable. (Note: The Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020 (AB-3088) was signed into law on August 31, and preempted this particular provision of the August 25 Executive Order Extending Residential Eviction Moratorium causing the applicable dates for this provision to be rolled back one month.)

A. NOTICE/DOCUMENTATION

- Tenants should provide their landlords written notice and documentation showing their inability to pay. However, failure to do so shall not affect the rent due date which shall be March 1, 2021. If the landlord attempts to evict for nonpayment prior to that date, the tenant may claim the protections of this Order as an affirmative defense.
- The tenant may provide the notice and documentation to the landlord or to whomever normally acts on the landlord's behalf with respect to the collection of rent (e.g., a property manager). Any form of objectively verifiable documentation that explains the financial impact the tenant has experienced is sufficient. For example, a tenant may provide a letter, email, or other communication. Third-party documentation such as a letter from an employer or an unemployment insurance record is allowed but not required.
- Tenants should retain copies of relevant documentation in case they need it in court.
- "Financial impacts related to COVID-19" means a substantial loss of household income due to business closure, loss of compensable hours of work or wages, layoffs, missing work because the tenant or a family member was sick with a suspected or confirmed case of COVID-19, missing work to care for a child for whom there was no school or childcare due to COVID-19, or out-of-pocket extraordinary expenses related to COVID-19.

B. PAYMENT PLANS

The City strongly encourages landlords and tenants to develop payment plans for the tenant to pay any missed rent due to COVID-19. At a minimum, a payment plan must comply with the following:

- A payment plan may waive portions of what the tenant owes, and may grant the tenant additional time to pay beyond the minimum requirements of the Order. If the parties do not agree on a payment plan, then the landlord may have just cause to evict the tenant based on the unpaid amounts as soon as those amounts are due, which is March 1, 2021, unless the tenant avails themselves of other protections under which they may be covered.
- A landlord shall apply payments according to when the rent is due under these rules. For example, if a tenant has missed a rent payment due in August, such payment is due no sooner than March 1, 2021. Thus, a payment received on September 1 would be applied to the September rent. The landlord may not apply the September payment to the August rent and claim that the September rent is still unpaid.
- The landlord shall not condition a payment plan on changes to lease terms.

- A payment plan may allow partial rent payments or temporarily discounted rent, without affecting the maximum allowable base rent that the landlord may charge at the close of the payment plan period.
- A tenant's failure to comply with a payment plan prior to March 1, 2021 is not just cause to evict.

C. MISCELLANEOUS

- These rules apply to any payments that a tenant may owe to a landlord, including payments under existing stipulations/payment plans for back rent, and including any late fees, security deposit, interest or similar amounts.
- As used herein, the term "landlord" includes, without limitation, master tenants or any individual who has the right to recover possession of a residential unit. The term "tenant" includes master tenants, a subtenant, or any other individual who has the right to possess all or a portion of a residential unit.
- Notwithstanding Administrative Code Section 37.9(b), if a landlord resides in the same rental unit with their tenant, and the landlord attempts to evict after the tenant failed to pay rent, it shall be rebuttably presumed that the eviction is due to the nonpayment and the eviction shall be subject to these rules, unless and until the landlord can demonstrate an alternative, non-pretexual reason for recovering possession (e.g., turning the unit over to a new tenant under a previously executed agreement, previously executed agreement to deliver premises vacant to a new owner, planned renovations).

RIGHT TO RETURN FROM COVID-19-RELATED ABSENCE: A temporary absence that was the result of COVID-19-related hospitalization, off-site isolation or quarantine, or similar public health advice related to COVID-19 shall not affect whether the person was continuing to occupy the unit during the period of the temporary absence.

ADDITIONAL RULES FOR RESIDENTIAL HOTEL UNITS: If the landlord of a residential hotel unit attempts to recover possession after the occupant of the unit has failed to pay rent, it shall be rebuttably presumed that the eviction is due to the nonpayment and the eviction shall be subject to the rules herein, unless and until the landlord can demonstrate an alternative, non-pretexual reason for recovering possession. It is unlawful to move an occupant from one unit to another, or otherwise interrupt an occupant's continuous stay, to avoid allowing the occupant to stay in the unit for 32 continuous days.

TEMPORARY MORATORIUM ON RENT INCREASES FOR CITY-CONTROLLED OR CITY-REGULATED UNITS: Certain units are exempt from the City's Rent Ordinance on the basis that their rent is controlled or regulated by another City agency (for example, privately held units regulated by the Mayor's Office of Housing and Community Development or units under the Department of Homelessness and Supportive Housing). No owner of such a unit may impose a rent increase on an existing tenant, either under an existing lease (including a lease modification), or through renewal of an expired lease. This suspension of rent increases will last for one month after the Order's Expiration Date (currently November 1).

SUSPENSION OF LATE FEES AND INTEREST: Landlords shall not impose late fees and interest for rent payments missed due to financial impacts of COVID-19 for the period March 13 – September 30, 2020.

OTHER LOCAL, STATE, & FEDERAL PROTECTIONS: There are a number of COVID-19-related tenant protections that may be available to tenants depending on their situation. Every situation is unique, and it may be difficult to discern what protections are strongest and what protections apply. Please note that none relieve tenants of the obligation to pay rental debt. Tenants and landlords are advised to consult with a mediator, counselor, or attorney to understand their options.

The City enacted COVID-19 Tenant Protections for SRO Residents ([Ordinance No. 89-20](#)) and COVID-19 Tenant Protections ([Ordinance No. 93-20](#)) on June 12 and 26, 2020, respectively. These ordinances cover the period March 16 – September 30, 2020. In summary, these ordinances also prohibit landlords from evicting tenants for nonpayment of rent that was not paid due to the COVID-19 pandemic, and from imposing late fees, penalties, or similar charges on such tenants. In the event of a conflict between these ordinances and the Order, the measure that provides greater tenant protections shall apply.

The City also reenacted an ordinance that created a temporary moratorium on rent increases for rent-controlled units through October 21, 2020. Information is available on the Rent Board's [website](#).

The Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020 (AB-3088) was signed into law by Governor Newsom on August 31. AB-3088 governs procedures relating to nonpayment of rent for the period March 1, 2020 – January 31, 2021. AB-3088 also preempts certain provisions of the Order. To learn more about this and other statewide protections, please visit the State of California's Department of Real Estate's [website](#).

Under an order issued by the U.S Department of Health and Human Services Centers for Disease Control and Prevention that went into effect on September 4, 2020, landlords are temporarily prohibited from evicting for any reason (there are exceptions) before January 1, 2021 tenants who meet income and other eligibility requirements. To learn more about this federal protection, visit the Centers for Disease Control and Prevention's [website](#), or the National Housing Law Project's [website](#).

Information & Resources

For tenants who have been served with a Summons and Complaint for Unlawful Detainer, seek legal help immediately by contacting Eviction Defense Collaborative's legal intake line: 415-659-9184.

For additional tenant assistance, please contact Housing Rights Committee of San Francisco at 415-703-8644, Chinatown Community Development Center at 415-984-2728, San Francisco Tenants Union at 415-282-6622, or visit the San Francisco Anti-Displacement Coalition's website: www.sfadc.org.

For additional landlord assistance, please contact San Francisco Apartment Association at 415-255-2288.

For mediation services, tenants or landlords may contact the Bar Association of San Francisco helpline at 415-782-8940 or cis@sfbar.org.

For more information, visit our website and check back regularly for updates: <https://sf.gov/information/about-eviction-moratorium-residents-due-covid-19>.

For general information, contact the Mayor's Office of Housing and Community Development at eviction.moratorium@sfgov.org or visit the San Francisco Rent Board's website: www.sfrb.org.