

Rent Board

Rules and Regulations §12.20 Effective 12/14/2011

The Rent Board Commission amended Rules and Regulations Section 12.20 effective December 14, 2011 to provide that a tenant may not be evicted for violation of a unilaterally imposed change in the terms of a tenancy unless the tenant accepted the newly imposed term in writing or the newly imposed term is authorized by the Rent Ordinance. The amendment also provides that a landlord's inability to evict a tenant for violation of a unilaterally imposed term shall not constitute a decrease in house service under the Rent Ordinance as to any other tenant.

Numerous individuals testified at the public hearing on December 13, 2011 concerning the amendment to Section 12.20. The Rent Board Commissioners voted to adopt the proposed amendment and to calendar the amendment for further discussion at the next Rent Board meeting, which is on January 31, 2012. At that time, the Rent Board will discuss whether to adopt any specific health and/or safety exceptions to the prohibition on evictions for violation of a unilaterally imposed change in the terms of a tenancy. Anyone who wishes to weigh in on this topic is encouraged to do so by submitting written comments or proposed language to amend Section 12.20 to Executive Director Delene Wolf at least one week prior to the Jan. 31st meeting. Submissions can be mailed or faxed to Ms. Wolf at the Rent Board's office located at 25 Van Ness Avenue, Room 320, San Francisco, CA 94102. The fax number is 415.252.4699. All timely submissions will be distributed to the Rent Board Commissioners prior to the January 31st meeting.

The following paragraph constitutes the full text of Rules and Regulations Section 12.20, as amended effective December 14, 2011:

Notwithstanding any change in the terms of a tenancy pursuant to Civil Code Section 827, a tenant may not be evicted for violation of a covenant or obligation that was not included in the tenant's rental agreement at the inception of the tenancy unless: (1) the change in the terms of the tenancy is authorized by the Rent Ordinance; or (2) the change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new term as part of the rental agreement. The landlord's inability to evict a tenant under this Section for violation of a unilaterally imposed change in the terms of a tenancy shall not constitute a decrease in housing service under the Rent Ordinance as to any other tenant.