

1 [Prohibiting operators of Residential Hotels from: (1) charging visitor fees for persons visiting
2 guests and occupants of such hotels; and (2) restricting visitors to such hotels except in
3 accordance with an approved visitors policy.]

4 **Amending the Police Code by adding a new Section 919.1 to prohibit charges for**
5 **visitors to guests and occupants of Residential Hotels, and to prohibit operators from**
6 **restricting visitors to guests and occupants of Residential Hotels except in accordance**
7 **with a Residential Hotel Visitor Policy approved by the Single Room Occupancy Safety**
8 **and Stabilization Task Force; amending Administrative Code Sections 37.9(a)(1) and (2)**
9 **to provide that a Residential Hotel occupant's failure to pay a charge prohibited by**
10 **Police Code Section 919.1 shall not constitute non-payment of rent or violation of a**
11 **condition or obligation of tenancy; and amending the Administrative Code by adding a**
12 **new Chapter 41D to authorize the Single Room Occupancy Safety and Stabilization**
13 **Task Force to establish criteria for, and to approve Residential Hotel Visitor Policies.**

14 Note: Additions are *single-underline italics Times New Roman*;
15 deletions are *strikethrough italics Times New Roman*.
16 Board amendment additions are double underlined.
17 Board amendment deletions are ~~strikethrough normal~~.

18 Be it ordained by the People of the City and County of San Francisco:

19 Section 1. The San Francisco Police Code is hereby amended by adding a new
20 Section 919.1, to read as follows:

21 **Sec. 919.1 PROHIBITING RESIDENTIAL HOTEL OPERATORS FROM CHARGING**
22 **VISITOR FEES; LIMITING RESIDENTIAL HOTEL RESTRICTIONS ON VISITORS.**

23 No operator, employee or agent of a Residential Hotel, as defined in San Francisco
24 Administrative Code Section 41.4(p), may impose or collect a charge for any person to visit a guest or
25 occupant of the hotel. No operator, employee or agent of Residential Hotel may implement or impose
any policy restricting persons from visiting guests or occupants of a Residential Hotel except in

1 accordance with the provisions of a Residential Hotel Visitor Policy approved by the Single Room
2 Occupancy Safety and Stabilization Task Force pursuant to Administrative Code Chapter 41D. The
3 provisions of this Section shall be posted on an 8 1/2 inch by 11 inch sign in the lobby of each such
4 Residential Hotel in an area visible to guests and occupants.

5 Section 2. Chapter 37 of the San Francisco Administrative Code is hereby amended
6 by amending Section 37.9, to read as follows:

7 **SEC. 37.9. EVICTIONS.**

8 Notwithstanding Section 37.3, this Section shall apply as of August 24, 1980, to
9 all landlords and tenants of rental units as defined in Section 37.2(r).

10 (a) A landlord shall not endeavor to recover possession of a rental unit
11 unless:

12 (1) The tenant:

13 (A) ~~h~~Has failed to pay the rent to which the landlord is lawfully entitled under
14 the oral or written agreement between the tenant and landlord, *except that a tenant's*
15 *nonpayment of a charge prohibited by Section 919.1 of the Police Code shall not constitute a*
16 *failure to pay rent;* or

17 (B) ~~h~~Habitually pays the rent late; or,

18 (C) ~~g~~Gives checks which are frequently returned because there are
19 insufficient funds in the checking account; or

20 (2) The tenant has violated a lawful obligation or covenant of tenancy other
21 than the obligation to surrender possession upon proper notice *or other than an obligation to pay*
22 *a charge prohibited by Police Code Section 919.1,* and failure to cure such violation after having
23 received written notice thereof from the landlord, provided further that notwithstanding any
24 lease provision to the contrary, a landlord shall not endeavor to recover possession of a rental
25 unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably

1 withheld the right to sublet following a written request by the tenant, so long as the tenant
2 continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of
3 the departing tenant(s). If the landlord fails to respond to the tenant in writing within fourteen
4 (14) days of receipt of the tenant's written request, the tenant's request shall be deemed
5 approved by the landlord; or

6 (3) The tenant is committing or permitting to exist a nuisance in, or is causing
7 substantial damage to, the rental unit, or is creating a substantial interference with the
8 comfort, safety or enjoyment of the landlord or tenants in the building, and the nature of such
9 nuisance, damage or interference is specifically stated by the landlord in writing as required
10 by Section 37.9(c); or

11 (4) The tenant is using or permitting a rental unit to be used for any illegal
12 purpose; or

13 (5) The tenant, who had an oral or written agreement with the landlord which
14 has terminated, has refused after written request or demand by the landlord to execute a
15 written extension or renewal thereof for a further term of like duration and under such terms
16 which are materially the same as in the previous agreement; provided, that such terms do not
17 conflict with any of the provisions of this Chapter; or

18 (6) The tenant has, after written notice to cease, refused the landlord access
19 to the rental unit as required by State or local law; or

20 (7) The tenant holding at the end of the term of the oral or written agreement
21 is a subtenant not approved by the landlord; or

22 (8) The landlord seeks to recover possession in good faith, without ulterior
23 reasons and with honest intent:

24 (i) For the landlord's use or occupancy as his or her principal residence for a
25 period of at least 36 continuous months;

1 (ii) For the use or occupancy of the landlord's grandparents, grandchildren,
2 parents, children, brother or sister, or the landlord's spouse, or the spouses of such relations,
3 as their principal place of residency for a period of at least 36 months, in the same building in
4 which the landlord resides as his or her principal place of residency, or in a building in which
5 the landlord is simultaneously seeking possession of a rental unit under Section 37.9(a)(8)(i).
6 For purposes of this Section 37.9(a)(8)(ii), the term spouse shall include domestic partners as
7 defined in San Francisco Administrative Code Sections 62.1 through 62.8.

8 (iii) For purposes of this Section 37.9(a)(8) only, as to landlords who become
9 owners of record of the rental unit on or before February 21, 1991, the term "landlord" shall be
10 defined as an owner of record of at least 10 percent interest in the property or, for Section
11 37.9(a)(8)(i) only, two individuals registered as domestic partners as defined in San Francisco
12 Administrative Code Sections 62.1 through 62.8 whose combined ownership of record is at
13 least 10 percent. For purposes of this Section 37.9(a)(8) only, as to landlords who become
14 owners of record of the rental unit after February 21, 1991, the term "landlord" shall be defined
15 as an owner of record of at least 25 percent interest in the property or, for Section 37.9(a)(8)(i)
16 only, two individuals registered as domestic partners as defined in San Francisco
17 Administrative Code Sections 62.1 through 62.8 whose combined ownership of record is at
18 least 25 percent.

19 (iv) A landlord may not recover possession under this Section 37.9(a)(8) if a
20 comparable unit owned by the landlord is already vacant and is available, or if such a unit
21 becomes vacant and available before the recovery of possession of the unit. If a comparable
22 unit does become vacant and available before the recovery of possession, the landlord shall
23 rescind the notice to vacate and dismiss any action filed to recover possession of the
24 premises. Provided further, if a noncomparable unit becomes available before the recovery of
25 possession, the landlord shall offer that unit to the tenant at a rent based on the rent that the

1 tenant is paying, with upward or downward adjustments allowed based upon the condition,
2 size, and other amenities of the replacement unit. Disputes concerning the initial rent for the
3 replacement unit shall be determined by the Rent Board. It shall be evidence of a lack of good
4 faith if a landlord times the service of the notice, or the filing of an action to recover
5 possession, so as to avoid moving into a comparable unit, or to avoid offering a tenant a
6 replacement unit.

7 (v) It shall be rebuttably presumed that the landlord has not acted in good
8 faith if the landlord or relative for whom the tenant was evicted does not move into the rental
9 unit within three months and occupy said unit as that person's principal residence for a
10 minimum of 36 continuous months.

11 (vi) Once a landlord has successfully recovered possession of a rental unit
12 pursuant to Section 37.9(a)(8)(i); then no other current or future landlords may recover
13 possession of any other rental unit in the building under Section 37.9(a)(8)(i). It is the intention
14 of this Section that only one specific unit per building may be used for such occupancy under
15 Section 37.9(a)(8)(i) and that once a unit is used for such occupancy, all future occupancies
16 under Section 37.9(a)(8)(i) must be of that same unit, provided that a landlord may file a
17 petition with the Rent Board, or at the landlord's option, commence eviction proceedings,
18 claiming that disability or other similar hardship prevents him or her from occupying a unit
19 which was previously occupied by the landlord.

20 (vii) If any provision or clause of this amendment to Section 37.9(a)(8) or the
21 application thereof to any person or circumstance is held to be unconstitutional or to be
22 otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other
23 chapter provisions, and clauses of this Chapter are held to be severable; or
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1 (9) The landlord seeks to recover possession in good faith in order to sell the
2 unit in accordance with a condominium conversion approved under the San Francisco
3 subdivision ordinance and does so without ulterior reasons and with honest intent; or

4 (10) The landlord seeks to recover possession in good faith in order to
5 demolish or to otherwise permanently remove the rental unit from housing use and has
6 obtained all the necessary permits on or before the date upon which notice to vacate is given,
7 and does so without ulterior reasons and with honest intent; provided that a landlord who
8 seeks to demolish an unreinforced masonry building pursuant to Building Code Chapters 14
9 and 15 must provide the tenant with the relocation assistance specified in Section 37.9A(f)
10 below prior to the tenant's vacating the premises; or

11 (11) The landlord seeks in good faith to remove temporarily the unit from
12 housing use in order to be able to carry out capital improvements or rehabilitation work and
13 has obtained all the necessary permits on or before the date upon which notice to vacate is
14 given, and does so without ulterior reasons and with honest intent. Any tenant who vacates
15 the unit under such circumstances shall have the right to reoccupy the unit at the prior rent
16 adjusted in accordance with the provisions of this Chapter. The tenant will vacate the unit only
17 for the minimum time required to do the work. On or before the date upon which notice to
18 vacate is given, the landlord shall advise the tenant in writing that the rehabilitation or capital
19 improvement plans are on file with the Central Permit Bureau of the Department of Building
20 Inspection and that arrangements for reviewing such plans can be made with the Central
21 Permit Bureau. In addition to the above, no landlord shall endeavor to recover possession of
22 any unit subject to a RAP loan as set forth in Section 37.2(m) of this Chapter except as
23 provided in Section 32.69 of the San Francisco Administrative Code. The tenant shall not be
24 required to vacate pursuant to this Section 37.9(a)(11), for a period in excess of three months;
25 provided, however, that such time period may be extended by the Board or its Administrative

1 Law Judges upon application by the landlord. The Board shall adopt rules and regulations to
2 implement the application procedure. Any landlord who seeks to recover possession under
3 this Section 37.9(a)(11) shall pay the tenant actual costs up to \$1,000 for moving and
4 relocation expenses not less than 10 days prior to recovery of possession; or

5 (12) The landlord seeks to recover possession in good faith in order to carry
6 out substantial rehabilitation, as defined in Section 37.2(s), and has obtained all the necessary
7 permits on or before the date upon which notice to vacate is given, and does so without
8 ulterior reasons and with honest intent. Notwithstanding the above, no landlord shall endeavor
9 to recover possession of any unit subject to a RAP loan as set forth in Section 37.2(m) of this
10 Chapter except as provided in Section 32.69 of the San Francisco Administrative Code; or

11 (13) The landlord wishes to withdraw from rent or lease all rental units within
12 any detached physical structure and, in addition, in the case of any detached physical
13 structure containing three or fewer rental units, any other rental units on the same lot, and
14 complies in full with Section 37.9A with respect to each such unit; provided, however, that a
15 unit classified as a residential unit under Chapter 41 of this Code which is vacated under this
16 Section 37.9(a)(13) may not be put to any use other than that of a residential hotel unit without
17 compliance with the provisions of Section 41.9 of this Code; or

18 (14) The landlord seeks in good faith to temporarily recover possession of the
19 unit for less than 30 days solely for the purpose of effecting lead remediation or abatement
20 work, as required by San Francisco Health Code Article 26. The relocation rights and
21 remedies, established by San Francisco Administrative Code Chapter 72, including but not
22 limited to, the payment of financial relocation assistance, shall apply to evictions under this
23 Section 37.9(a)(14).

24 (b) A landlord who resides in the same rental unit with his or her tenant may
25 evict said tenant without just cause as required under Section 37.9(a) above.

1 (c) A landlord shall not endeavor to recover possession of a rental unit
2 unless at least one of the grounds enumerated in Section 37.9(a) or (b) above is the landlord's
3 dominant motive for recovering possession and unless the landlord informs the tenant in
4 writing on or before the date upon which notice to vacate is given of the grounds under which
5 possession is sought and that advice regarding the notice to vacate is available from the
6 Residential Rent Stabilization and Arbitration Board, before endeavoring to recover
7 possession. A copy of all notices to vacate except three-day notices to vacate or pay rent and
8 a copy of any additional written documents informing the tenant of the grounds under which
9 possession is sought shall be filed with the Board within 10 days following service of the
10 notice to vacate. The District Attorney shall determine whether the units set forth on the list
11 compiled in accordance with Section 37.6(k) are still being occupied by the tenant who
12 succeeded the tenant upon whom the notice was served. In cases where the District Attorney
13 determines that Section 37.9(a)(8) has been violated, the District Attorney shall take whatever
14 action he deems appropriate under this Chapter or under State law.

15 (d) No landlord may cause a tenant to quit involuntarily or threaten to bring
16 any action to recover possession, or decrease any services, or increase the rent, or take any
17 other action where the landlord's dominant motive is retaliation for the tenant's exercise of any
18 rights under the law. Such retaliation shall be a defense to any action to recover possession.
19 In an action to recover possession of a rental unit, proof of the exercise by the tenant of rights
20 under the law within six months prior to the alleged act of retaliation shall create a rebuttable
21 presumption that the landlord's act was retaliatory.

22 (e) It shall be unlawful for a landlord or any other person who wilfully assists
23 the landlord to endeavor to recover possession or to evict a tenant except as provided in
24 Section 37.9(a) and (b). Any person endeavoring to recover possession of a rental unit from a
25 tenant or evicting a tenant in a manner not provided for in Section 37.9(a) or (b) without

1 having a substantial basis in fact for the eviction as provided for in Section 37.9(a) shall be
2 guilty of a misdemeanor and shall be subject, upon conviction, to the fines and penalties set
3 forth in Section 37.10. Any waiver by a tenant of rights under this Chapter shall be void as
4 contrary to public policy.

5 (f) Whenever a landlord wrongfully endeavors to recover possession or
6 recovers possession of a rental unit in violation of Sections 37.9 and/or 37.10 as enacted
7 herein, the tenant or Board may institute a civil proceeding for injunctive relief, money
8 damages of not less than three times actual damages, (including damages for mental or
9 emotional distress), and whatever other relief the court deems appropriate. In the case of an
10 award of damages for mental or emotional distress, said award shall only be trebled if the trier
11 of fact finds that the landlord acted in knowing violation of or in reckless disregard of Section
12 37.9 or 37.10A herein. The prevailing party shall be entitled to reasonable attorney's fees and
13 costs pursuant to order of the court. The remedy available under this Section 37.9(f) shall be
14 in addition to any other existing remedies which may be available to the tenant or the Board.

15 (g) The provisions of this Section 37.9 shall apply to any rental unit as
16 defined in Sections 37.2(r)(4)(A) and 37.2(r)(4)(B), including where a notice to vacate/quit any
17 such rental unit has been served as of the effective date of this Ordinance No. 250-98 but
18 where any such rental unit has not yet been vacated or an unlawful detainer judgment has not
19 been issued as of the effective date of this Ordinance No. 250-98.

20 (h) With respect to rental units occupied by recipients of tenant-based rental
21 assistance, the notice requirements of this Section 37.9 shall be required in addition to any
22 notice required as part of the tenant-based rental assistance program, including but not limited
23 to the notice required under 24 CFR Section 982.310(e)(2)(ii).

24 (i) The following additional provisions shall apply to a landlord who seeks to
25 recover a rental unit by utilizing the grounds enumerated in Section 37.9(a)(8):

1 (1) A landlord may not recover possession of a unit from a tenant under
2 Section 37.9(a)(8) if the landlord has or receives notice, any time before recovery of
3 possession, that any tenant in the rental unit:

4 (A) Is 60 years of age or older and has been residing in the unit for 10 years
5 or more; or

6 (B) Is disabled within the meaning of Section 37.9(i)(1)(B)(i) and has been
7 residing in the unit for 10 years or more, or is catastrophically ill within the meaning of Section
8 37.9(i)(1)(B)(ii) and has been residing in the unit for five years or more:

9 (i) A "disabled" tenant is defined for purposes of this Section 37.9(i)(1)(B) as
10 a person who is disabled or blind within the meaning of the federal Supplemental Security
11 Income/California State Supplemental Program (SSI/SSP), and who is determined by
12 SSI/SSP to qualify for that program or who satisfies such requirements through any other
13 method of determination as approved by the Rent Board;

14 (ii) A "catastrophically ill" tenant is defined for purposes of this Section
15 37.9(i)(1)(B) as a person who is disabled as defined by Section 37.9(i)(1)(B)(i), and who is
16 suffering from a life threatening illness as certified by his or her primary care physician.

17 (2) The foregoing provisions of Sections 37.9(i)(1)(A) and (B) shall not apply
18 where there is only one rental unit owned by the landlord in the building, or where each of the
19 rental units owned by the landlord in the same building where the landlord resides (except the
20 unit actually occupied by the landlord) is occupied by a tenant otherwise protected from
21 eviction by Sections 37.9(i)(1)(A) or (B) and where the landlord's qualified relative who will
22 move into the unit pursuant to Section 37.9(a)(8) is 60 years of age or older.

23 (3) The provisions established by this Section 37.9(i) include, but are not
24 limited to, any rental unit where a notice to vacate/quit has been served as of the date this
25

1 amendment takes effect but where the rental unit has not yet been vacated or an unlawful
2 detainer judgment has not been issued.

3 (4) Within 30 days of personal service by the landlord of a written request, or,
4 at the landlord's option, a notice of termination of tenancy under Section 37.9(a)(8), the tenant
5 must submit a statement, with supporting evidence, to the landlord if the tenant claims to be a
6 member of one of the classes protected by Section 37.9(i). The written request or notice shall
7 contain a warning that a tenant's failure to submit a statement within the 30 day period shall
8 be deemed an admission that the tenant is not protected by Section 37.9(i). The landlord shall
9 file a copy of the request or notice with the Rent Board within 10 days of service on the tenant.
10 A tenant's failure to submit a statement within the 30 day period shall be deemed an
11 admission that the tenant is not protected by Section 37.9(i). A landlord may challenge a
12 tenant's claim of protected status either by requesting a hearing with the Rent Board or, at the
13 landlord's option, through commencement of eviction proceedings, including service of a
14 notice of termination of tenancy. In the Rent Board hearing or the eviction action, the tenant
15 shall have the burden of proof to show protected status. No civil or criminal liability under
16 Section 37.9(e) or (f) shall be imposed upon a landlord for either requesting or challenging a
17 tenant's claim of protected status.

18 (5) This Section 37.9(i) is severable from all other sections and shall be of no
19 force or effect if any temporary moratorium on owner/relative evictions adopted by the Board
20 of Supervisors after June 1, 1998 and before October 31, 1998 has been invalidated by the
21 courts in a final decision.

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1 Section 3. The San Francisco Administrative Code is hereby amended by adding a
2 new Chapter 41D, to read as follows:

3 **CHAPTER 41D. RESIDENTIAL HOTEL VISITOR POLICIES**

4 **SEC. 41D.1. Title**

5 **SEC. 41D.2. Purpose.**

6 **SEC. 41D.3. Authority of the Single Room Occupancy Hotel Safety and Stabilization Task**
7 **Force.**

8 **SEC. 41D.4. Development of Criteria for Approval of Visitor Policies.**

9 **SEC. 41D.5. Approval of Visitor Policies**

10 **SEC. 41D.6. Review and Modification of Criteria**

11 **SEC. 41D.7. Implementation**

12 **SEC. 41D.8. Limitation of Liability**

13 **SEC. 41D.9. Severability.**

14
15 **SEC. 41D.1. TITLE**

16 **This Chapter shall be known as the Residential Hotel Visitor Policy Ordinance.**

17 **SEC. 41D.2 PURPOSE.**

18 **The purpose of this ordinance is to establish a mechanism for the review and approval**
19 **of Visitor Policies for the City's Residential Hotels. Such policies shall be designed to protect the**
20 **safety, welfare and dignity of guests and occupants of Residential Hotels in the City. Pursuant to**
21 **Police Code Section 919.1, operators, employees or agents of Residential Hotels may not impose or**
22 **collect a fee for any person to visit a guest or occupant of the hotel, nor restrict visitors to guests or**
23 **occupants of these hotels except in accordance with an approved Visitor Policy, as set forth in this**
24 **Chapter.**

1 **SEC. 41D.3. AUTHORITY OF THE SINGLE ROOM OCCUPANCY HOTEL SAFETY**
2 **AND STABILIZATION TASK FORCE.**

3 (a) The Single Room Occupancy Hotel Safety and Stabilization Task Force ("SRO Task
4 Force") was created by Board of Supervisors Resolution No. 869-99. In addition to the duties and
5 obligations imposed by that resolution, the Task Force is hereby authorized to carry out the
6 requirements of this Chapter for the review and approval of Residential Hotel Visitor Policies ("Visitor
7 Policies"). For purposes of this Chapter, "Residential Hotel" shall have the same meaning as that set
8 forth in Administrative Code Section 41.4(p).

9 (b) The SRO Task Force is authorized to establish criteria and procedures for approval of
10 Visitor Policies. The Task Force is also authorized to approve a Uniform Residential Hotel Visitor
11 Policy that may be adopted by hotel operators in lieu of the operator submitting a separate policy for
12 approval. No Visitor Policy may be implemented or enforced prior to its approval by the SRO Task
13 Force in accordance with this Chapter. The Housing, Transportation, and Land Use Committee of the
14 Board of Supervisors, or a successor committee, shall review and approve the Task Force's proposed
15 criteria and procedures, and all proposed amendments thereto, and any Uniform Residential Hotel
16 Visitor Policy, and all proposed amendments thereto, that may be proposed by the Task Force.

17 **SEC. 41D.4. DEVELOPMENT OF CRITERIA FOR APPROVAL OF VISITOR**
18 **POLICIES.**

19 (a) Not later than sixty(60) days from the effective date of this Chapter, the SRO Task Force
20 shall promulgate procedures for the approval of Visitor Policies and appropriate guidelines for
21 operators of Residential Hotels who wish to implement a Visitor Policy.

22 (b) The Visitor Policy criteria shall further the following goals:

23 (1) To enhance the safety and welfare of guests and occupants of Residential Hotels;

1 (2) To ensure the dignity and personal freedom of guests and occupants of Residential
2 Hotels and their visitors by eliminating unnecessary restrictions on the ability of guests and occupants
3 of Residential Hotels to conduct their personal and social lives in the manner that they choose.

4 (3) To prevent harassment or other inappropriate interference by Residential Hotel
5 operators, employees or agents with the personal and social lives of Residential Hotel guests and
6 occupants and their visitors.

7 (4) To respect the privacy rights and right to quiet enjoyment of other Residential Hotel
8 guests and occupants.

9 (5) To recognize the obligation of SRO operators to maintain the safety of the premises.

10 (c) The criteria may take the form of templates for acceptable policies and/or specific
11 requirements and limitations for policies. If the SRO Task Force chooses to promulgate a Uniform
12 Residential Hotel Visitor Policy, such policy shall be consistent with these criteria.

13 (1) The SRO Task Force shall hold at least one public hearing on the proposed goals
14 (including any Uniform Visitor Policy). Notice and hearing procedures shall conform to the
15 requirements of Administrative Code Chapter 67, the "Sunshine Act."

16 (2) Not later than one year following the date of approval of the criteria, and annually
17 thereafter, the SRO Task Force shall review the criteria and the Uniform Visitor Policy, if any, and
18 consider whether revisions or modifications are necessary. The Task Force may approve any revisions
19 or modifications only after a public hearing in accordance with the requirements of Administrative
20 Code Chapter 67.

21 **SEC. 41D.5. APPROVAL OF VISITOR POLICIES.**

22 (a) The operator of a Residential Hotel wishing to implement a Visitor Policy other than the
23 Uniform Residential Hotel Visitor Policy shall submit the proposed policy in writing to the SRO Task
24 Force. The SRO Task Force may promulgate forms for this purpose.

1 (b) Not later than [60] days from the date a proposed Visitor Policy is submitted to the SRO
2 Task Force, and following the opportunity for public hearing on the proposed policy, the Task Force
3 shall either approve the proposed policy and notify the operator in writing, or disapprove and return
4 the proposed policy to the operator with a written explanation of the reasons why the proposed policy
5 does not meet the requirements for approval. Once approved, a Visitor Policy shall be subject to
6 annual review by the SRO Task Force. The Task Force may require revisions to an approved Visitor
7 Policy where necessary in order to bring the policy into conformity with updated or modified approval
8 criteria.

9 (c) The operator of a Residential Hotel wishing to implement the Uniform Residential Hotel
10 Visitor Policy shall submit written certification to the SRO Task Force of the operator's adoption of the
11 Uniform Policy. Such certification shall be signed by the owner or operator, and shall state the date, at
12 least five calendar days after the date of the certification, on which the Visitor Policy becomes effective.
13 The Task Force may promulgate a form for this purpose. An operator who has provided this
14 certification to the Task Force shall not be required to submit a separate Visitor Policy.

15 (d) Once approved, or, in the case of an operator using the Uniform Residential Hotel
16 Visitor Policy, once the certification of adoption has been submitted, the Visitor Policy shall be posted
17 on a minimum 8 1/2 inch by 11 inch sign in the lobby of each Residential Hotel in an area accessible to
18 guests and occupants. The approved Visitor Policy shall not be effective, and may not be implemented
19 unless and until it has been posted in the lobby for a minimum of five (5) calendar days. During the
20 period the approved Visitor Policy is posted but not effective, it shall include a conspicuous notice
21 indicating the date on which the Visitor Policy shall become effective.

22 (e) An operator or occupant of a Residential Hotel may appeal the decision of the SRO Task
23 force regarding a proposed Visitor Policy for that hotel to the Housing, Transportation and Land Use
24 Committee of the Board of Supervisors ("Housing Committee"). An operator or occupant wishing to
25 appeal the SRO Task Force's decision shall submit written notice to the Clerk of the Board of

1 Supervisors within ten (10) business days from the date the Task Force's written decision is issued.
2 Such notice shall state the basis for the challenge. The Clerk of the Board shall schedule the appeal for
3 the next available meeting of the Housing Committee, in conformance with the requirements of
4 Administrative Code Chapter 67, and shall send written notice of the date and time of the hearing to the
5 operator and guests and occupants of that Residential Hotel. The Housing Committee shall review the
6 decision of the SRO Task Force for conformity with the criteria and procedures for approval
7 promulgated by the Task Force. The operator and the guests and occupants shall have the opportunity
8 to submit written and oral testimony. Following such testimony and comment from interested members
9 of the public, the Housing Committee shall vote to either affirm, reverse, or reverse with changes, the
10 decision of the SRO Task Force. The decision of the Housing Committee shall be final.

11 **SEC. 41D.6. REVIEW AND MODIFICATION OF CRITERIA**

12 (a) The SRO Task Force may amend the criteria and procedures for approving Visitor
13 Policies at a meeting noticed pursuant to the requirements of Administrative Code Chapter 67. Any
14 such modifications shall be consistent with the requirements of this Chapter.

15 (b) Interested parties, including, but not limited to, operators, guests and occupants,
16 visitors, law enforcement, health and human service agencies and interested organizations may request
17 request that the SRO Task Force amend the criteria and procedures for approval of Visitor Policies. If
18 the SRO Task Force puts such a request on a meeting agenda, the amendment or modification shall be
19 handled in accordance with Subsection (a).

20 **SEC. 41D.7. IMPLEMENTATION**

21 The requirements of Section 41D.3, prohibiting visitor policies except where such policies have
22 been approved pursuant to this Chapter, shall not apply until ninety (90) days after the SRO Task force
23 has promulgated criteria and procedures for approval of Visitor Policies.

1 **SEC. 41D.8. LIMITATION OF LIABILITY**

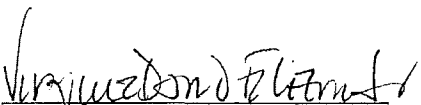
2 By adopting this Residential Hotel Visitor Policy Ordinance, the City and County of San
3 Francisco is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it
4 imposing on its officers and employees, an obligation for breach of which it is liable in money damages
5 to any person who claims that such breach proximately caused injury.

6 **SEC. 41D.9. SEVERABILITY.**

7 If any provision, subdivision, section, paragraph, phrase or clause of this Chapter or the
8 application thereof is for any reason held to be invalid or unconstitutional by a court of competent
9 jurisdiction, such decision shall not affect the validity of the remainder of this Chapter. The remainder
10 of this Chapter shall remain effective and enforceable to the fullest extent allowed by law. All clauses
11 and provisions of this Chapter are hereby declared to be severable.

12
13 APPROVED AS TO FORM:

14 LOUISE H. RENNE, City Attorney

15
16 By: 
17 VIRGINIA DARIO ELIZONDO
18 Deputy City Attorney



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails Ordinance

File Number: 010526

Date Passed:

Ordinance amending Police Code by adding a new Section 919.1 to prohibit charges for visitors to guests and occupants of Residential Hotels, and to prohibit operators from restricting visitors to guests and occupants of Residential Hotels except in accordance with a Residential Hotel Visitor Policy approved by the Single Room Occupancy Safety and Stabilization Task Force; amending Administrative Code Sections 37.9(a)(1) and (2) to provide that a Residential Hotel occupant's failure to pay a charge prohibited by Police Code Section 919.1 shall not constitute non-payment of rent or violation of a condition or obligation of tenancy; and amending the Administrative Code by adding a new Chapter 41D to authorize the Single Room Occupancy Safety and Stabilization Task Force to establish criteria for, and to approve Residential Hotel Visitor Policies.

June 18, 2001 Board of Supervisors — AMENDED

June 18, 2001 Board of Supervisors — PASSED ON FIRST READING AS AMENDED

Ayes: 9 - Ammiano, Daly, Gonzalez, Hall, Leno, Maxwell, Newsom, Peskin, Yee
Absent: 2 - McGoldrick, Sandoval

June 25, 2001 Board of Supervisors — FINALLY PASSED

Ayes: 11 - Ammiano, Daly, Gonzalez, Hall, Leno, Maxwell, McGoldrick,
Newsom, Peskin, Sandoval, Yee

File No. 010526

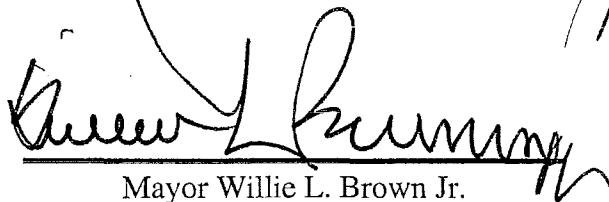
I hereby certify that the foregoing Ordinance was **FINALLY PASSED** on **June 25, 2001** by the Board of Supervisors of the City and County of San Francisco.

JUL 06 2001

Date Approved



Gloria L. Young
Clerk of the Board



Mayor Willie L. Brown Jr.