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## **San Francisco Good Samaritan Tenancy Information For Tenants Who Are Displaced Following An Emergency**

*Pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance Section 37.2(a)(1)(D)*

**NOTE: A Good Samaritan Tenancy is a temporary rental for a maximum period of 24 months, after which the tenant may have to move out or pay higher rent, at the landlord's option. See below.**

1. If a tenant's rental unit is in such unsafe or unhealthy condition following a fire, earthquake, landslide, or similar emergency situation that the tenant cannot and should not reside there, the tenant may be entitled to rent a **temporary** replacement unit at a **reduced rent rate** using Good Samaritan Status. If the damaged unit was under rent control, the displaced tenant has the right to return to the former unit after repairs are completed, even if the tenant occupies a replacement unit using Good Samaritan Status.

2. Good Samaritan Status may only be utilized if the tenant receives written certification by one of the following officials, or his or her designee, that as a matter of public health and safety and as a matter of habitability, the tenant cannot and should not reside in the affected rental unit until it has been appropriately repaired: Mayor, Fire Chief, Director of the Department of Building Inspection, Director of the Department of Public Health, or Other Official as authorized by law.

3. Good Samaritan occupancy status occurs when a displaced tenant and the landlord of the replacement unit agree in writing for the tenant to commence temporary occupancy in a rent-controlled rental unit following a qualifying emergency such as fire, earthquake, landslide, or similar emergency situation, that required the tenant to move out of the tenant's previous rental unit. The written agreement must: (a) include a **reduced rent rate** for the replacement unit for a specified period of time up to 12 months (the "Original Good Samaritan Status Period"); (b) include a statement that the agreement is **temporary** in nature; (c) refer to Rent Ordinance Section 37.2(a)(1)(D); and (d) state that the tenant has been displaced from his or her previous unit as a result of an emergency, as certified in writing by one of the officials specified in paragraph 2, above.

4. The **reduced rent rate** for the Original Good Samaritan Status Period means the base rent the tenant was paying for the previous unit at the time of the emergency or an amount up to 10% above that amount. If the owner of the previous unit is the same as the owner of the replacement unit, then **reduced rent rate** means the rent the tenant was paying for the previous unit at the time of the emergency.

5. The landlord and tenant may agree, in writing, to extend the **reduced rent rate** for a period of time beyond the Original Good Samaritan Status Period, for a period of time up to 24 consecutive months from the beginning to the end of all Good Samaritan Status Periods (known as "Extended Good Samaritan Status Period").

6. Within 60 days after expiration of the Original and any Extended Good Samaritan Status period, the landlord may: (a) Serve the tenant with an eviction notice to terminate the temporary tenancy pursuant to Rent Ordinance Section 37.9(a)(16); **OR** (b) Increase the tenant's rent by issuing a legal notice of rent increase, **but only if** the Good Samaritan rental agreement stated the dollar amount of initial base rent that could be imposed after expiration of all Good Samaritan Status Periods and the notice of rent increase states that the rent will increase from the temporary reduced rent rate to [no more than] the previously agreed upon initial base rent for the unit.

7. If 60 days elapse after expiration of the Original and any Extended Good Samaritan Status Period without the landlord serving an eviction notice to terminate the tenancy under Rent Ordinance Section 37.9(a)(16) or serving a notice to increase the rent to [no more than] the previously agreed upon initial base rent for the unit, the tenant's occupancy is no longer temporary under Rent Ordinance Section 37.2(a)(1)(D) and the landlord cannot evict the tenant from the rental unit unless there is a just cause reason stated in Section 37.9(a) (other than Section 37.9(a)(16)). Moreover, the tenant's current reduced rent rate will become the tenant's initial base rent for the unit and the landlord may not increase the tenant's base rent by more than the allowable rent increase amounts published by the San Francisco Rent Board.

