

Changes to the 2020 SFAA Residential Tenancy Agreement

AB 1482 Compliance

New Addendum Under Item #56- AB 1482 Addendum: Civil Code Sec. 1946.2(f) says that an owner of residential property subject to the Tenant Protection Act of 2019 shall provide notice to the tenant (1) for any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, the following:

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

This disclosure is only required if the property is subject to the Act. If the property is exempt, no notice is required. We have agreed to include the disclosure in all SFAA leases. Including the disclosure does not place the unit being rented subject to the Act.

New Disclosure Under Item #56- Notice of Exemption from AB 1482 for Single-Family Homes and Condominiums:

“YOU ARE HEREBY NOTIFIED IN ACCORDANCE WITH CIVIL CODE 1946.2:

This property is not subject to the rent limits imposed by §1947.12 of the Civil Code and is not subject to the just case requirements of §1946.2 of the California Civil Code. This property meets the requirements of §1947.12 (d)(5) and §1946.2 (e)(8) of the Civil Code and the owner is not any of the following (1) a real estate investment trust, as defined by §856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

Other Edits and Updates

Edit: Item 24: Parking: add language around not blocking parking/curb cuts or access

“Tenant and their guests may not park in, block or interfere with ease of use of any access areas, curb cut(s) or driveway(s) for parking at the Property at any time. Blocking of these areas shall result in a towed vehicle, irrespective of any parking rights granted by this Agreement.”

Edit: Item 19: Pets: Add language to require DNA Testing for Dogs

Revised as follows:

“No animals are allowed in or about the Premises, or in, on or about the Property in which the Premises is located, even temporarily or with a visiting guest, except as allowed by law or by the express written consent of Owner. Tenant is hereby informed that there may be rental units in the Building where animals are currently allowed or may be allowed in the future. Owner shall not be liable for any damage or injury to Tenant’s health or personal property or any other persons’ health or personal property occurring on the Premises or any part thereof in connection with the presence of animals in or around the Building.

Prior to occupancy by the Tenant and/or of the animal, any animals allowed at the Premises or in the Building or on the Property pursuant to this provision or as required by law shall obligate Tenant to deliver the results of a DNA test of the animal, at Tenant’s expense. Testing and results via Wisdom Panel, Viaguard, Basepaws, or similar services/products or via a veterinarian are all acceptable. For service animals as defined by the Americans with Disabilities Act, the fee for said DNA testing shall be refunded to Tenant within ten (10) days of delivery to Owner of the DNA test results and proof of payment by Tenant for said service, said refund not to exceed \$50.

Prior to occupancy by the Tenant and/or of the animal, any animals allowed at the Premises or in the Building or on the Property pursuant to this provision or as required by law shall obligate Tenant to provide written documentation to Owner confirming liability insurance policy coverage to provide for the inclusion of the animal in reference to the insurance policy required pursuant to Section 42 of this Agreement.”

Edit: Item 19: Pets: Add language to require the CAA Assistive Animal packet to be completed if the tenant needs an assistive or emotional support animal.

If Tenant requires an Assistive Animal as a reasonable accommodation for a disability as defined by the California Government Code and United States Code, Tenant agrees to complete Assistive Animal Request and Documentation form and to provide written verification from a health care provider or other credible party regarding the Tenant’s disability and disability-related need for the Assistive Animal, unless the disability and/or disability-related need for the Assistive Animal is obvious.

Edit: Item 23: Storage: Prohibit tenants from receiving mail for their commercial businesses at their apartment.

Revise as follows:

“Tenants must accept delivered packages, mail, or letters directly into the Premises or other authorized area(s) for receipt of same as approved by Owner. The placement of packages, mail or letters in an area that is not authorized exclusively for Tenant’s storage use shall be a violation of this provision. Tenants may not receive packages pertaining to any commercial activity in tenant’s unit.”

New Provision Under Item 53: House Rules: Give landlords the ability to relocate parking and storage within the garage.

Relocation of Services or Replacement of Services: “With respect to any housing service which Owner may provide to Tenant outside of the Premises in which Tenant resides, including, but not limited to, (1) garage facilities, (2) parking facilities, (3) driveways, (4) storage spaces, (5) laundry rooms, (6) decks, (7) patios, or (8) gardens on the same lot, or (9) kitchen facilities or lobbies in single room occupancy (SRO) hotels, and regardless whether such housing service is provided at the inception of the tenancy or at any point in time thereafter, Owner reserves and retains the right to relocate such service to any other location on the lot which contains the Premises, in Owner's sole and absolute discretion. In the event of such relocation, Tenant shall be given at least 3 days' notice of any such relocation, and, to the extent that any personal property (e.g., vehicle or stored items) must be moved, Tenant shall move all such personal property to the newly-designated location within 7 days of the service of such notice of relocation by the Owner. Any failure by Tenant to timely move all such personal property shall be a material breach of this Agreement, warranting termination of the tenancy. Owner shall provide a comparable housing service. Tenant has no right to have any such housing service located in any particular part of the building which contains the Premises.”

Edit Item 34: Entry and Inspection: add language to clarify that tenants cannot require that they be present when repairs are made

“Tenant agrees and understands that if the landlord gives 24 hours written notice under California Civil Code, tenant cannot require tenant to be present.”

Edit: Item 34: Entry and Inspection: Allow 24 hour access with email

“Tenant agrees and understands that landlord can give 24 hour notice to enter via email. Tenant agrees to inform landlord in writing if Tenant changes their email address.

Edit to Item 43. Hazard Notice:

Pursuant to Government Code Section 8589.45. Tenant may obtain information about hazards, including flood hazards that may affect the property from the internet website of the Office of Emergency Services at <http://myhazards.caloes.ca.gov/>. Owner's insurance does not cover the loss of Tenant's personal possessions and it is strongly recommended that the Tenant consider purchasing renter's insurance and flood insurance to insure all personal possessions from loss due to fire, flood, or other risk of loss. Owner is not required to provide additional information concerning the flood hazards to the property and the information provided pursuant to this section is deemed adequate to inform Tenant.

(Check box if applicable) The property is located in a special flood hazard area or an area of potential flooding.

Remove Item 39: Hazardous Materials Disclosure:

Language no longer provides a Safe Harbor under Proposition 65.

Recology Suggested Edit: Item 53.6 Refuse:

Add the following language:

“No cost removal of bulky items such as furniture, appliances or electronics is available to residents. Contact Recology at www.recology.com or call (415) 330-1300 for program information, limitations or to make a Bulky Item Recycling appointment.”

SF Fire Department Suggested Edits:

Edit to Item 21: Roofs/Fire Escapes: Add “stairs” throughout

ROOF/FIRE ESCAPES/STAIRS: Use of the stairs/stairwells, fire escapes and/or roof by tenant.....No storage of any kind will be permitted on the roof, fire escapes, or in/on the stairs/stairwells or in other common areas.

Edit to Item 32:Satellite Dishes:

Satellite dishes shall not be attached to or obstruct the immediate use of fire escapes, nor shall the wires from the satellite dish to the tenant unit be attached to or across the fire escape, nor shall they create a tripping hazard on the roof.