

A lease or rental agreement is a contract between the landlord and the tenant specifying the rights and obligations of each party. It may be oral or written. Usually a written agreement will spell out the rights and duties of the parties, such as the amount of rent, length of the tenancy, and other terms such as subletting, alterations, and pets. If the agreement is not in writing, then the terms of the rental agreement are usually simple: the tenant will pay the rent, and the landlord will provide the tenant with possession of the premises.

As will be discussed later in this chapter, a tenant has legal rights and duties when she enters into a rental agreement, such as her right to habitable premises and her duty to notify the landlord of repairs that need to be made. These legal rights and duties are "implied" in every rental agreement or lease. In other words, they are treated as if they are part of the contract between the tenant and the landlord whether or not they are expressly stated in the agreement. (See Repairs and Maintenance chapter for more information on implied agreements such as the Implied Warranty of Habitability.)

Types of Rental Contracts

What type of rental contract do you have? The legal rights and obligations of both tenants and landlords will depend on the kind of rental contract between the parties. Is it a lease? A month-to-month agreement? Is it an oral agreement? There are three basic types of rental contracts:

- The written lease for a term of longer than 30 days (usually 6 months to a year);
- The written rental agreement, usually from month-to-month;
- The oral rental agreement (which is simply a verbal "handshake" with nothing written down), also usually from month-to-month.

The distinguishing characteristics of each will be discussed below. At the outset, however, it is important to keep in mind that as soon as your landlord accepts rent from you, a binding rental contract is created. This means that both you and your landlord have certain legal rights and responsibilities towards one another. Since you have paid rent to the landlord, you have acquired the right to occupy the premises: the so-called "right to possession." This means that your landlord cannot kick you out or otherwise regain possession of your place without taking you to court. In fact, no one but the sheriff, acting on an order from a judge, can evict you from your home for any reason—this includes the police and/or your landlord. In most neighborhoods in San Francisco (unlike many other cities) the police have been given clear instructions about this fact in their training bulletins and actually have a better understanding of this legal process than many landlords. (See Appendix for SFPD Training Bulletin)

We will discuss evictions more fully later, but it is worth saying now that if you're having a particularly bad problem with your landlord, it pays to carry something on your person which will quickly establish your tenancy in case the landlord should call the police and accuse you of trespassing. This could include identification such as a driver's license, a California ID card, recent mail addressed to you or anything else with your name and current address. This will throw the task of dealing with the police right back on the landlord where it belongs! (See *Evictions*.)

No matter what kind of rental agreement you have with your landlord, if the building is sold the new owner "steps into the shoes" of the old landlord, and all of the provisions of the original agreement remain. This means, for example, that any security deposit held by the original landlord would now be owed to you by the new landlord (see Security Deposits). It also means that in a

rent-controlled unit if the original landlord could have given a banked rent increase, the new landlord can now give the same rent increase if they know the rent history of the unit. (If this is Greek to you, see *Using the Rent Control Law*.)

Leases vs. Month-to-Month Rental Agreements

What's the difference? If you have a month-to-month rental agreement, you can terminate it at any time, upon thirty days written notice to the landlord. A lease is an agreement to rent for a specified period of time. In order to be considered a lease, the contract must specify a date upon which the tenancy commences and the date that the lease term ends, i.e., from January 1, 1999 to December 31, 2000. Another identifying characteristic of a lease is that it usually states the full amount of rent due during the lease period. A lease for a period of a year or more must be in writing (California Civil Code §1624). Thus an oral agreement to rent a place from January 1, 2001 to December 31, 2001 is not a lease to which the landlord can hold the tenant. Rather, it is an oral month-to-month rental agreement that the tenant can terminate with thirty days written notice.

If everyone seems to be on good terms, signing a contract may at first seem overly formal. But remember

Remember to look for a specified date for the contract to terminate. If you have a lease for a stated period of time (say one year), then the landlord cannot change any term of the agreement during that time without your permission. Can the landlord refuse to renew the lease at the end of the year and evict the tenant? The answer to this question in San Francisco depends on whether the rental unit is covered by the San Francisco Rent Ordinance. If, like most units in San Francisco, it is protected by Rent Control, then the landlord cannot evict because expiration of a lease is not, by itself, a "just cause" for eviction. If the unit is not covered by Rent Control (if it was built after 1979, for example), then the landlord can refuse to renew the lease and evict at the end of the lease period if the tenant has not vacated. (See *Using the Rent Control Law and Evictions* for more information.)

There are pros and cons to all three types of rental agreements. A lease can have definite advantages under some circumstances. If, for example, you have a stable source of income and lifestyle and you truly love the home you've found, a lease assures you that you will be able to live in your place for the entire period of the lease term as long as you keep up with your rent and other lease obligations. Remember, however, that if circumstances change and you have to - or want to - move, you will be liable for all money due during the remaining lease period if your landlord is not able, with best efforts, to re-rent your unit or cannot re-rent at the current rent, in which case you would be liable for the difference.

You should never sign a lease or rental agreement without getting your own copy at the same time. State law provides you with some additional protections in this regard. The landlord is required to provide you with a copy of your lease or rental agreement within 15 days after you sign it, and you also have the right to be provided an addition copy once each calendar year upon request. California Civil Code §1962.

In addition, the landlord or his agent is required to provide, and keep current, information disclosing (1) the name, telephone number and "usual" street address of the owner or of all persons who are authorized to manage the premises, and upon whom service of process, notices and demands can be made; (2) the name, telephone number and address of the person to whom rent payments shall be made, the form(s) in which rent payments are to be made and the days and hours that person shall be available to receive rent payments; or alternatively (3) the financial institution and account number into which rent payments may be made, provided that financial institution is within five miles of the rental property, or the information necessary to establish rent payment by electronic transfer.

If the landlord or his agent no longer has a copy of the lease or rental agreement, or if the rental agreement is oral, the landlord or agent must still provide the tenant with a copy of the information listed above in (1) through (3) once a year, within 15 days of the tenant's request. Alternatively, the name, telephone number and "usual" street address of the owner or of all persons who are authorized to manage the premises, and upon whom service of process, notices and demands can be made may be posted in at least two conspicuous places in the tenant's building. The landlord must still, however, disclose to the tenant the rest of the information in (2) and (3). California Civil Code §1962 and §1962.5.

You can get this handbook by joining the SF Tenants Union. See www.sftu.org for more information or to join on line.

Tenants Rights Handbook
8th Edition
Excerpt
Renting Basics
"Leases & Rental Agreements"
The new 8th Edition Handbook is over 240 pages of all the information you need as a renter in San Francisco. This is an excerpt from the Renting Basics chapter. The handbook comes with your Tenants Union membership (see below to join).

that later, if there are problems and push comes to shove with your landlord, it will be up to you to prove both the fact and the terms of your tenancy. If your agreement is in writing, you will not need to depend on your memory—which invariably will be different from your landlord's. Insist for everyone's protection that the rental agreement be written down (as well as any later changes), signed and dated by both landlord and tenant and that everyone gets their own copy. In addition, during the term of a lease, the landlord can't evict you unless you have broken a term of the agreement.

For rent-controlled units with month-to-month rental agreements, however, tenants are often better off with an oral agreement than a standard form rental agreement. Most standard rental forms have clauses that are unfavorable to the tenant, while the rent control law provides protections for the tenant, including restrictions on evictions without a good reason. (See "Dangerous Rental Agreement Clauses" below for more on this.) If you do have a long-term lease and are protected by rent control, "just causes" for eviction numbers 5 - 14 do not apply until your lease runs out. (See the *Evictions* chapter.)

Most rental agreements are "month to month." This means that the agreement continues indefinitely until it is terminated by either the landlord or the tenant. A good way to think of this is to imagine that at the end of each month the agreement expires mysteriously at midnight and just as magically renews itself in the same instant. In essence, it is a rental agreement with no termination date specified.

Sometimes a rental contract will be entitled "Lease" when it is actually a month-to-month rental agreement.

I WANT TO JOIN THE SFTU!

NAME: _____

ADDRESS _____ ZIP: _____ DISTRICT: _____

PHONE: (H) _____ (W) _____ E-MAIL: _____

LANDLORD'S NAME: _____ DATE MOVED IN: _____

OF UNITS IN BLDG: _____ # OF BEDROOMS IN UNIT: _____ CURRENT RENT: _____

1 YEAR: \$55 HOUSEHOLD \$40 REGULAR \$75 SUSTAINER \$25 LOW INCOME

2 YEARS: \$100 HOUSEHOLD \$75 REGULAR \$140 SUSTAINER \$45 LOW INCOME

MAIL WITH YOUR CHECK TO: SFTU, 558 CAPP ST., SF, CA, 94110

WE WILL MAIL BACK YOUR HANDBOOK AND THE MEMBER PHONE NUMBER

Have Landlords Bought Peskin?

Have the landlords bought Aaron Peskin? They are bragging that they have, to the tune of \$30,000 bundled and delivered by Rent Board Commissioner and mega-landlord Bart Murphy.

A review of Peskin's campaign finance filings does indeed raise concern that they certainly seem to be bidding for him. How Peskin votes in his next term will certainly be indicative of whether he/Es been bought or if the landlords just made an unwise investment.

Peskin's financial reporting for the periods ending June, 2004, and September, 2004, shows \$20,000 in readily identifiable landlord and realtor money, and there/Es probably at least \$10,000 more there. The readily identifiable money is from well-know landlords and landlord groups as well as those donors who self-identified as landlords. The harder to identify are the many individuals who list incomplete occupations or use the typical landlord occupation as simply öself-employedö or öretiredö (to get at these requires painstaking name by name property searches).

Just reviewing the obvious ones, though, is very much a cause for concern, not just because of the number of donations but also because of the prominence of many of them. These are not ömom and popö landlords.

Here are some of the more notable:

- California Apartment Association (\$500). This is alarming since it/Es rare that the California landlord group gets involved in making donations to local races.

- SF Apartment Association (\$500) plus another \$500 from the Director of the SF Apartment Association, Janan New. To effectively make their donation \$1,000.

- Golden Gateway (\$500), the largest apartment complex in Peskin's district and one of the biggest in the city.

- Bart Murphy/Murphy Investments (\$500)

- Brooke Turner (\$500) and Russ Flynn (\$500), both leaders of the Coalition of Better Housing.

- Bill Rosetti (\$500), J & R Associates and long-time landlord industry leader

- Walter & Doug Shorenstein (\$1,000)

- Northpoint Apartments (\$500)

- Neveo Mosser, (\$750 through Mosser Group and Mosser Victorian), large landlord and recent Rent Board Commissioner who resigned after being sued by city attorney for multiple wrongful evictions.

- Makras Real Estate (\$1,000 through Victor Makras and his wife).

Peskin, who owned and lived in a condo when first elected, became a landlord in late 2002, buying a 2 unit building in North Beach. His record during his first term has been as a moderate supporter of tenants rights. He notably voted against reforming how the Rent Board gets appointed, voting against an elected Rent Board in 2003 and then against a modest reform measure in 2004 which would have mixed appointment power between the Mayor and Supervisors and would have raised the number of öneutralsö from 1 to 3. Both measures were strongly opposed by landlords.

He did author two pieces of legislation, providing for modest rent control reforms. The first provided that tenants have a right to leaflet their neighbors and the second limited öoperating & maintenanceö rent increase petitions to once every five years (very rarely do such petitions happen more than once in 5 years, though). He also voted for legislation regulating TIC type condominium conversions and voted for the measure to ban demolitions of large apartment buildings.

Overall, he's been considered a pro tenant vote, albeit a swing vote on a Board which has 3 strongly pro-tenant Supervisors (Ammiano, Daly, & Gonzalez) and 4 strongly pro-landlord Supervisors (Alioto-Pier, Dufty, Elsbrend, & Ma). If a pro-tenant Supervisor, such as McGoldrick, were lost and were Peskin to switch from leaning pro-tenant to leaning pro-landlord, it would give the landlords a solid 6-5 majority on the Board.

Judge Refuses To Let Voters Vote on Prop M

In another blow to democracy from Republicans, Republican Judge James Warren tossed Proposition M—the anti-demolition initiative—off the ballot based on a technicality. Unable to defeat pro-tenant measures at the ballot, landlords have increasingly challenged such measures in court. They have tried to get the last 3 measures which tenants all taken off the ballot, but were previously unsuccessful with this strategy until finally they found a judge willing to do it for them.

Over 20,000 voters signed to get Prop M on the ballot. The measure would have banned the demolition of sound housing and stemmed from the proposed demolition of the 360 unit Trinity Towers, owned by Angelo Sanguicomo. The technicality was a missing disclosure that names collected on the petitions would not be used for any other purpose. The requirement was put in place as a temporary measure as part of a larger voters' rights bill passed by the legislature last year. Warren ignored years of rulings by higher courts that have held petitions to be invalid only when the flaws have been related to the actual text or summary of the measures, and not for omissions unrelated to the legislation which the public would be voting on. Warren also rejected tenant arguments that the petitions had been reviewed by the Department of elections and approved both prior to when signatures were collected and then again when they were submitted.

With no time to appeal and just more Republican judges in the higher courts, tenant groups decided to simply re-collect the signatures and aim for the measure to be on a June, 2005, election. Signatures for that measure will be collected again starting in November. Passage of the measure in June would be soon enough to stop the demolition of Trinity, as well as another 100 unit building now slated for demolition.

Ellis Evictions Up—Condo Wars Heating Up Again

In the past year, Ellis evictions have soared back to the record high levels seen during the dot-com years, with most of the evictions involving senior tenants. The increase has come as real estate speculators try to take advantage of interest rates remaining low and they're buying up buildings and evicting the tenants, trying to get as many TIC-type condos on the market as soon as possible.

Unsurprisingly, the condo conversion wars are heating up at City Hall again with three separate measures proposed in the last few months to expand or reign in the number of condo conversions.

In the long-run, tenant groups frustrated by the unlimited number of TIC conversions, are looking to place a measure on the November, 2005, ballot to create a 5 year moratorium on all condominium conversions while measures are explored to bring TIC conversions into the condominium conversion law.

Eviction-Free Condo Conversions

In an attempt to reign in the TIC conversions, Sup. Chris Daly has introduced legislation which would allocate the bulk of the 200 condominium conversions allowed each year to buildings which have had no no-fault evictions in the 5 years preceding condominium conversion application. This would impact TICs since real estate speculators evict tenants in order to create the unregulated TIC-type condominium. The TIC-type condominium is a risky form of ownership, though, so these TICs apply to become condominiums as soon as possible. Most of the 200 units allowed to become condos each year are, in fact, existing TICs becoming condominiums. The legislation says that 175 of the 200 units allowed to be converted each year are reserved for eviction-free buildings. The legislation also closes a loophole which lets some 2 unit buildings become condo without being subject to the 200 unit cap.

Tony Hall's HOPE II

Prior to leaving office, Sup. Tony Hall re-introduced his massive condo conversion legislation, HOPE, with just a few tweaks. This measure was Proposition R on the 2002 ballot and was soundly defeated by the voters by a 2-1 margin. The newest version is almost identical and will still allow for the conversion of over 4,000 units a year, in buildings of any size. And it still allows landlords to use the state Costa-Hawkins law to convert buildings to condominiums solely for the purpose of removing rent control from those buildings. Hall's appointed successor, Sean Elsbrend, has said he will move HOPE II forward, but so far there's no movement on the measure. It would likely be defeated by the current Board and would certainly be defeated if brought to the voters. However, if landlords got control of the Board post-November, then it could be passed at the Board. Tenants would then place the measure on the ballot as a referendum.

Land Trust Condo Conversions

Another measure from Sup. Chris Daly would allow the conversion of up to 10,000 apartments into limited equity condominiums owned by community land trusts. Daly sees the measure as an alternative to HOPE II, in that the converted units would become permanently affordable units. However, tenant groups have expressed opposition to the measure as written. Daly' has now asked for the legislative analyst to review the impact of the land trust conversions on the rental housing stock.

Vote November 2—TU Endorsements

Continued From Page 2

Proposition 61 (Children's Hospital Projects Bond): No Position

Proposition 62 (Elections & Primaries): No This establishes an open primary but says that the two top vote getters only would be on the ballot. This effectively closes the door on any third parties.

Proposition 63 (Tax on Wealthy For Mental Health Services): Yes This would establish a tax on people making over \$1,000,000.00 a year to fund mental health services.

Proposition 64 (Limit Unfair Business Practices Lawsuits): No No This measure is sponsored by California's biggest businesses who want to limit their liability when they poison people, pollute the earth and rip off customers and tenants. This law is the primary enforcement mechanism for environmental and consumer rights and is also used to enforce tenants rights.

Proposition 65 (Local Government Funds): No Position This measure was placed on the ballot during budget negotiations and subsequent events have made it essentially a dead issue.

Proposition 66 (Limit Three Strikes): Yes Yes Yes The 3 strikes law should be repealed altogether, if for no other reason than to save money on prisons. This at least exempt property and drug crimes from the 2 strikes law.

Proposition 67 (Emergency Health Care Funding): Yes This provides funding for hospital emergency rooms—effectively the public health care system for low and moderate income people without health insurance. The funding comes through a modest surcharge on telephone services.

Propositions 68 and 70 (Gaming Initiatives) No Position

Proposition 69 (DNA Database): No This would authorize the establishment of a DNA database of Californians. An Orwellian nightmare.

Proposition 71 (Stem Cell Research): No Position
Proposition 72 (Health Care Coverage Referendum): Yes This is a referendum on existing law which requires large businesses to offer health care plans for employees. A Yes vote ensures the continuance of this law, which California's large corporations want repealed.

Vote November 2 – Rent Control Could Be At Stake

Continued From Page 1

1998 landlord rent control repeal ballot measure (Prop E). Currently on the Democratic County Central Committee, he continues to lead the fight for tenants and has been intricately involved in nearly every piece of tenant legislation or ballot initiative over the past seven or so years. He's walked precincts, collected signatures to get measures on the ballot and been arrested protesting the eviction of 86 year old Lola McKay. Landlords stay awake at night envisioning the horror of Robert on the Board of Supervisors. He's also the leading candidate in District 5, having compiled the most endorsements and waging a strong and well funded grass roots campaign. Even if landlords got a majority on the Board, having Robert here would at least ensure it would not be an enjoyable experience for them. Lisa Feldstein is the Tenants Union 2nd choice; Feldstein is a former Planning Commissioner (just recently resigned to run for Supervisor) where she was always the strongest pro-tenant voice at Planning. She has strong pro-tenant positions and a background in affordable housing advocacy. Dan Kalb is our 3rd choice. Kalb has long been active in progressive issues in San Francisco and his strong pro-tenant views are buttressed by the fact that he has been active in promoting pro-tenant legislation and ballot initiatives.

District 7: Vote For Dr. Milton (Rennie) O'Brien. For 2nd Choice, Christine Linnenbach. Leave 3rd Choice Blank. This race is similar to District 2. Vehemently anti-tenant Supervisor Tony Hall resigned and Newsom appointed Hall's aide Sean Elsbread to replace Hall. Now Elsbread has to actually get elected. If tenants were able to grab a seat here, it would offset any loss in District 1 or 11. While Elsbread is seen as the favorite, the fact remains that Hall was not widely popular in his District and thus his aide gets as much incumbency baggage as incumbency good will. District 7 is easily the most conservative district in San Francisco and is one of the few districts where tenants are actually a minority (but just barely). Sadly, the tenants at the 3,600-unit Park Merced were disenfranchised under Hall (and Elsbread) as were the tenants at other large complexes like Stonestown and Lakewood. Rennie O'Brien has good pro-tenant positions and would be pro-tenant vote most of the time tenants brought legislation to the Board and—importantly—would not be a pro-landlord vote when landlords brought their agenda to City Hall. Elsbread could be defeated and the key constituency here are the tenants. If the thousands of tenants at Park Merced and the other large complexes get behind O'Brien as a bloc, then that would likely tip the scales in favor of O'Brien. Evidence of that was seen in 2000 when Prop R (Hall's HOPE measure) actually lost in District 7 as a result of tenants in that district voting as a bloc. Christine Linnenbach is the second choice of the Tenants Union—she, too, has solid pro-tenant positions and a strong background as a neighborhood activist.

District 9: Vote For Tom Ammiano. For 2nd Choice, Renee Saucedo. Leave 3rd Choice Blank. Tom is one of three solid pro-tenant voters on the Board and for years he has been one of the strongest tenant champions at City Hall with along record of both sponsoring pro-tenant legislation and voting for pro-tenant legislation. Just this year, the Tenants Union inducted him onto the Tenants Hall of Fame for his work on behalf of tenants, so this was a pretty easy choice. Renee Saucedo was our 2nd choice and she would be as strong a pro-tenant Supervisor as Tom has been with her long background in progressive neighborhood issues and her historic support of every pro-tenant legislation or initiative proposed in the last 20 years. This will be Ammiano's last term and when he retires then Saucedo will be a wonderful successor to him.

District 11: Vote For Gerardo Sandoval. For 2nd Choice, Dr. Anita Grier. Leave 3rd Choice Blank. Along with District 1, this is the other race where landlords are hoping to pick up a vote on the Board. McGoldrick in District 1 is the landlords' first target because he's perceived as most vulnerable. Sandoval is their next target. Representing a mostly homeowner district, Sandoval has been a good pro-tenant vote. He's supported all the major pro-tenant legislation, such as the McGoldrick TIC legislation, the anti-demolition measure, and Daly's eviction threats measure. In fact, he even voted for Rent Board reform in 2004 (but not in 2003), so his record is essentially better than McGoldrick or Peskin. He hasn't authored any pro-tenant legislation, but coming from District 11 he has been good pro-tenant vote. Anita Grier, formerly of the Community College Board is our second choice. She's been long active in progressive politics and has a solid track record in

supporting tenant legislation and ballot measures. The main contenders against Sandoval are all from the right, however. Myrna Lim has all the landlord endorsements (and money) and will probably give Sandoval his biggest threat. Rebecca Silverberg is another longtime ally of the real estate industry and could also pose a challenge to Sandoval. Replacing Sandoval with either of these two would switch a pro-tenant vote to a pro-landlord vote.

School Board

(Vote For All 3)

Jane Kim

Eric Mar

Mark Sanchez

Realistically, there are two criteria for School Board races in San Francisco: First are the candidates' stands on education issues. Since School Board is historically a jumping off point for further office, there's also the criteria of a commitment to progressive causes. As incumbents on the Board, Eric Mar and Mark Sanchez have been standouts, advocating for greater teacher and parental involvement in the schools, fighting off charter schools, and leading the fight to allow non-citizens to vote in School Board elections. Each also has strong pro-tenant views and understand that affordable housing and rent control actually helps parental involvement by minimizing the need for parents to get 2nd and 3rd jobs. Newcomer Jane Kim, the Youth Education Director at Chinatown Community Development Corporation brings to the race very strong experience working directly with San Francisco's students (especially those from immigrant households). She sees quality education as a basic civil right and will be a solid progressive voice on the School Board to replace Sara Lipson, who is not running for re-election.

San Francisco Initiatives

Proposition A (Affordable Housing Bond): Yes There is no doubt that San Francisco needs more affordable housing and this will provide the funds needed to leverage federal and state dollars to build more housing. The bulk of the money is for affordable rental housing. Some also goes to home ownership programs. Luckily, the Supervisors scaled back Mayor Newsom's original ideas and have limited the home ownership opportunities to people earning median income (Newsom wanted to include subsidizing ownership for above-average income households) and prohibited the use of the funds for any condo or TIC conversions.

Proposition B (Facilities Upgrade Bonds): No This is a pretty ill-timed proposal during tough economic times to finance improvement projects for several nonessential public buildings, like the cable car barn and the old mint. Not only are the improvements not particularly needed (there's no emergencies here), but bonds are the worst way to finance any such capital improvements, with the interest costs of the bond meaning taxpayers will pay almost \$2 for every \$1 spent in improvements. Plus it will raise your rent: half of the bond cost can be passed on to tenants.

Proposition C (Health Service System): No Position This is a bureaucratic reorganization of how the city internally manages its health care services for employees. We took no position.

Proposition D (Various Charter Reforms) Yes: These are mostly procedural reforms regarding the Board of Supervisors. Two are important: Currently, when Supervisors are excused from voting because of conflict, the number of votes needed to pass an ordinance remains at 6 (the majority of the full 11 member board). Thus the recusal is effectively a no vote. This has impacted tenants adversely a number of times over the years when Supervisor/landlords conflicted out of rent control votes and their recusal simply became a no vote against a tenant proposed measure. Prop D would change that so the majority votes needed to adopt an ordinance would be the majority of voting Supervisors, no all Supervisors (for example, if Chris Daly proposed an ordinance requiring landlords to reduce rents by 20% and there were 4 landlords conflicted out on the Board, the number of votes needed to pass Daly's proposal would be 4 votes from the 7 voting Supervisors, not 6 votes from all 11 Supervisors). The other important provision would let Supervisors decide how many aides they wanted to hire. Right now, Supervisors get an allocation for the operating expenses of their office and fixed into that are 2 aides. This would simply give Supervisors the same allocation and let each Supervisor decide if they wanted to allocate it for 3 aides and less office expenses or 1 aide and more office expenses.

Proposition E (Police & Fire Retirement Benefits): No Position Some say the Police and Firefighters are using post World Trade Towers goodwill to milk as many benefits enhancements as possible; others say Police and Firefighters deserve more, so we took no position.

Proposition F (Non Citizen School Board Voting): Yes Yes Yes Clearly, parents of school age children going to San Francisco schools should have a say in how the schools are run, even if they are not citizens. You could argue that a non-citizen parent with children in the public schools has more of a right to vote in School Board elections than a citizen without children in the public schools. This measure is modeled after what is done in Cambridge, Massachusetts and Ann Arbor Michigan. It will greatly increase parental involvement in the schools (which everyone agrees is the most important factor for better schools).

Proposition G (Authorize Establishment of Health Plans for City Residents): No Position In our late, late, late night endorsement meeting, we needed more information on this measure. It would initiate a process to eventually make available to all city residents the health care plans which city employees have. It would not do that now but, if the city sometime chose to do that and allocate the money to do that, it would set up the preliminary steps to do it.

Proposition H (Rename Candlestick Park or Not): No Position We couldn't decide. On one hand, the idea of corporations buying up naming rights to city owned facilities is a bad idea. On the other hand, the naming rights money for candlestick goes directly to the Recreation and Parks Department and they need the money.

Proposition I (Analyze Impact on Businesses of Proposed Legislation): No This was put on the ballot by the right wing of the Board of Supervisors. It would provide for the hiring of an analyst to analyze the impact on business of proposed legislation. We're sure rent control would have a negative impact on the real estate industry and we're sure this position would just be used to fight against legislation the downtown corporations didn't like. We probably need an analyst to analyze the impact on people more.

Proposition J (Sales Tax Increase): No The city does need more money right now. This is not the way to do it. Sales taxes are the most regressive form of taxation and until businesses and landlords start paying something close to their own fair share then we need to say no to more regressive taxes.

Proposition K (Gross Receipts Tax on Big Businesses): Yes Now this is getting closer to what we need to do to raise funds—tax businesses. It does have its flaws. It exempts landlords, for instance, and it sunsets out and it's not a graduate tax. Still, it taxes those larger corporations which can afford it and exempts out small businesses (though Chevron and Bank of America and Bechtel and all won't tell you it hurts them—their mailers will say it hurts mom and pop businesses).

Proposition L (Allocate 15% of Hotel Tax To Preserve Theatres): No This is an interesting idea with a noble cause of saving neighborhood theatres. It would allocate 15% of the Hotel Tax fund to a no-profit to buy up such theatres and convert them to artistic use. Unfortunately, it takes the portion of the Hotel Tax which goes into the General Fund and is desperately needed by social and health services, including tenant services like the Eviction Defense Clinic.

Proposition M (Ban Demolition of Rent Controlled Housing): Yes Yes Yes Unfortunately, the Republican Judges have decided that San Franciscans would ban the demolition of rent controlled buildings if this were brought before the voters, so they took Prop M off the ballot.

Proposition N (Withdraw Troops From Iraq): Yes Clearly the war in Iraq was wrong from day one and thousands of deaths later and billions of dollars later it remains wrong.

Proposition O (Spend Sales Tax Increase on Health and Social Services): Yes An advisory measure saying that if the voters approve the sales tax increase (Prop J) the fund should be used for health and social services. We don't like the sales tax but if it gets passed then the funds should be used for this purpose.

California Initiatives

Proposition 60A (Sell State Property To Pay Bonds): No This measure earmarks the proceeds of the sale of any state property to go to pay off the bonds issued to get us through the recent fiscal crisis. Selling state property to pay off those ill-advised bonds makes a bad idea even worse.

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Tenant Times

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Fall, 2004

Landlords Aiming To Get Control of City Hall

This is not an election about making things better...this is an election about trying to keep things from getting worse.

That's obvious on the national level but it's also painfully true on the local level: the landlords are aiming—and stand a real chance—to get a majority of the votes on the Board of Supervisors. Couple that with a pro-landlord Mayor, and it could be the worst news for tenants in decades.

If the landlord can defeat Jake McGoldrick in District 1 (who's been savagely targeted) along with Gerardo Sandoval in District 11, then there would be a solid pro-landlord majority on the Board (unless an upset in District 2 or 7 switched those pro-landlord Supervisors to pro-tenant).

There have been bad Boards in the past, but never potentially as bad as the 2005 Board could be for tenants. Historically, past pro-landlord Boards have never been absolutely solid and coupled with a pro-landlord Mayor. Tenants could always shake out one or two Supervisors who weren't exactly pro-tenant but nor wanted to be seen as pro-landlord. Such Board didn't advance any tenants rights, but nor did they advance landlord oppression.

The 2005 Board, though, could have Supervisors Alioto-Pier, Dufty, Elsbernd, Mareturning—all of whom vote against tenants every time and with enthusiasm. Replacing McGoldrick, if he loses, would most likely be Lillian Sing, who has come out against rent control and supports most landlord proposals to repeal or scale back rent control. Replacing Sandoval, if he loses, would be most likely Myrna Lim, who's supported strongly by all of the city's landlord and realtor groups (anti-tenant candidates Rebecca Silverberg and Jose Medina could also eke out a win here).

That would give landlords a solid 6 vote majority on the Board. Tenants would have just 3 solid votes: Ammiano (the most likely winner in District 9), Daly, and Robert Haaland (the most likely winner in District 5). And there would be two swing votes: Sophie Maxwell and Aaron Peskin. Even if tenants were to collar the two swing votes, it would result in a meaningless 5 votes on an 11 member Board. Not having to worry about Newsom vetoing pro-landlord legislation, the 6 solid votes would be enough and when landlords could swing Peskin and Maxwell they would win decisively 8-3.

What would a landlord majority mean?

It's scary to think of all the ramifications. Previously, landlords have had to pursue their agenda via the pro-landlord Rent Board and, given the Rent Board's limited power, have had to pursue a moderate agenda, winning such things as the "principal place of residency" requirement for rent control. Their big stuff—like HOPE, the massive rent control repeal/condo conversion measure—they've had to take to the ballot, where tenants have been able to defeat them soundly.

With their new majority, the landlords would immediately pursue their first rent control rollback proposal, means testing for rent control. This would take rent control away from tenants who's income or assets exceeded a certain level. This would be a nightmare as tenants would have to give their private financial records to landlords, would put seniors (whose retirement funds would trigger rent control repeal for them) at great risk, and would ultimately result in landlords only renting to the wealthiest so that they would not be bound by rent control.

Next up—and sitting at the Board right now—would be HOPE II, another measure to repeal rent control from large apartment buildings by converting thousands of units every year to condominiums (which just happen to be exempt from rent control).

In 2005, a landlord-run Board would almost certainly pass those two proposals and tenants could only sit by and watch it happen. Our only recourse in both cases will be to collect signatures to place the adopted measures on the ballot for repeal.

With those two immediate agenda items under their belt, who knows what would next for the landlord agenda. Wholesale rent control repeal would be difficult because of the many voter approved amendments to the rent control ordinance (which can only be amended by the voters). However, with the courts already solidly

they're wealthier than most other tenants, they're still a hell of a lot poorer than landlords and they still get unfairly evicted and are paying too much for rent. Alioto-Pier has ignored the tenants in her district and voted against them every single time. If elected, she will be solidly pro-landlord. David Pascal is a newcomer, but has a strong knowledge of tenant and housing issues. He has been endorsed by the TU, the Bay Guardian and many other progressive groups. Because Alioto-Pier was appointed and just recently moved into District 2, she is seen as the favored candidate but also potentially vulnerable. Some polls have shown the race to be closer than political insiders initially thought it would be. If Pascal could defeat Alioto-Pier, it would be huge. That would offset McGoldrick losing, for example, and leave the landlords short one vote on the Board.

District 3: Vote for Aaron Peskin only. Leave your second and third choices blank. Peskin has been generally pro-tenant on the big issues: he voted for McGoldrick's TIC legislation and for the anti-demolition ordinance for example. He even sponsored two relatively minor pieces of tenant legislation (one giving tenants the right to leaflet in their buildings and the other limiting the frequency of "operating & maintenance" passthroughs. He also voted against the two proposals for reform of the Rent Board. Hopefully, he will continue to be a mostly pro-tenant swing vote. There is some concern, however, that he could turn. Landlords have pumped a huge amount of money into his campaign and are bragging that they "own" him now (see accompanying article). Peskin has no real opposition in this race (and his opponents are unquestionably owned by the landlords!) and will likely win.

District 5: Vote For Robert Haaland. For 2nd Choice, Lisa Feldstein; for 3rd Choice, Dan Kalb. The progressive and mainly tenant District 5 needs a Supervisor who will not just vote pro-tenant but who will lead the fight for tenants. Robert Haaland is far and away that choice. Haaland is currently a labor organizer and prior to that spent years doing tenant organizing here at the Tenants Union as well as at the Housing Rights committee. While at the Tenants Union he was instrumental in such important rent control reforms such as Proposition G in 1998, which banned OMI evictions of senior, disabled and catastrophically ill tenants and in fighting back the

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MAIN ENDORSEMENTS

Supervisors (1st Choice)

District 1 – Jake McGoldrick

District 2 – David Pascal

District 3 – Aaron Peskin

District 5 – Robert Haaland

District 7 – Rennie O'Brien

District 9 – Tom Ammiano

District 11 – Gerardo Sandoval

**YES on A – Affordable Housing
NO on 64 – Unfair Business Practices**

pro-landlord, it's easy to envision some judge's convoluted ruling that since the Supervisors adopted the original rent control law, they retain the power to repeal it all, even those provisions added or cemented in via initiatives.

In San Francisco, rent control is on the line in the 2004 election and it all boils down to whether or not the landlords can capture two currently pro-tenant seats held by Jake McGoldrick (District 1) and Gerardo Sandoval (District 11). And they stand a real chance of doing so. Thus probably the two most important Tenants Union endorsements are for Jake McGoldrick for Supervisor in District 1 and Gerardo Sandoval for Supervisor in District 11. The other seats up for grabs in Districts 2, 3, 5, 7 and 9 are all interesting, particularly District 5 where strongly pro-tenant Robert Haaland has a strong chance of winning. But all the other races pale compared to the big races in District 1 and 11.

Following are the Tenants Union endorsements in those districts, the school board race and local and state initiatives.

Board of Supervisors

District 1: Vote for Jake McGoldrick only. Leave your second and third choices blank. Former Judge Lillian Sing is the leading contenders to McGoldrick. She has Newsom's endorsement, the landlords' endorsement and the support of downtown big businesses. She has lots of money and is seriously challenging McGoldrick. Rose Tsai, also vehemently anti-rent control (she founded San Francisco neighbors with Julie Lee) is also running but will likely end up out of the running. On nearly all the big issues, McGoldrick has been strongly pro-tenant. Notably, he introduced and got passed the ordinance which would have ended Ellis evictions by bringing TIC-type condo conversions into the condo conversion law (that ordinance is tied up in the courts and will be before the California Supreme Court sometime soon). He did vote against 2 measures reforming how the pro-landlord Rent Board Commissioners get appointed, however, which made the Tenants Union have to think hard about his endorsement. Given the totality of his record and the stark difference between him and Sing, though, ultimately made his endorsement easy.

District 2: Vote for David Pascal only. Leave your second and third choices blank. Appointed by Newsom, Michela Alioto-Pier now has to run for Supervisor on her own. Since being appointed, she has voted against tenants every single time. She was against the anti-demolition ordinance and against the Rent Board reform proposals. She has voted a straight downtown business line. It's a shame that this new generation of the Aliotos has rebuked the concept for fairness and justice for people in favor of towing the line for big corporate interests. District 2 has a lot of tenants, and though

Four Inducted Into Tenant Hall of Fame

Four people were inducted into the San Francisco Tenants Hall of Fame in October: Sup. Tom Ammiano, longtime-Tenants Union counselor Roger Levin and longtime tenant activists Iris Biblowitz and Fran Taylor. The 4 were honored for their work on behalf of tenants spanning well over the last 15 years.

Ammiano, running for his final term on the Board of Supervisors, has a perfect voting record in tenants rights issues over his years at the Board of Supervisors. In addition to his voting record, he has authored numerous pieces of tenant legislation, including the original prohibition on the OMI evictions of tenants who are seniors, disabled or catastrophically ill.

Levin began volunteering for the Tenants Union as a counselor over 25 years ago when a student at SF State and is active in all areas of the Tenants Union. He was instrumental in transforming the Tenants Union Tenants Rights Handbook from a xeroxed pamphlet many years ago to the 240 page bound book it is today.

Iris and Fran, who are partners, became active in the Tenants Union in the 1970s and have committed tens of thousands of hours working on legislative and initiative campaigns, eviction defense and monitoring campaigns, tenants rights outreach and then even finding time to do the more boring work of mailings and phoning.