FAQs
(frequently asked questions)

Landlord-Tenant Issues in San Francisco

April 2015 Edition, by Jeanne Grove, Arthur Meirson and Ashley Klein

Breaking News

On November 7, 2014, the City enacted a law that regulates buyout negotiations and buyout agreements between landlords and rent-controlled tenants. The law became effective December 7, 2014, and fully operative March 7, 2015. Beginning March 7, 2015, landlords are required to provide tenants specific written disclosures and file a form with the Rent Board certifying that the statutory written disclosures were provided to the tenants before initiating a buyout negotiation with the tenants. Buyout agreements are now required to be in writing and include specific statements in order to take effect. Landlords will have to file a copy of the buyout agreement with the Rent Board and keep certain records for up to 5 years. Tenants will have 45 days to rescind any buyout agreement even if the landlord follows all of the new rules and procedures. If a landlord either fails to provide the written disclosures to the tenant, or fails to follow the filing and record keeping rules of the new law, or if the buyout agreement fails to conform to the new law, the tenant, the City, or certain non-profit groups will be able to sue the landlord for actual and statutory damages and recovery of attorney fees. In addition, beginning October 31, 2014, any buyout agreement of an elderly or disabled tenant with more than 10 years of occupancy, or a catastrophically ill tenant with more than 5 years of occupancy, will bar the property forever from condo conversion. The buyout of "two or more tenants" beginning October 31, 2014, will delay condo conversion by a minimum of 10 years. The legislation is ambiguous as to whether the law limits condo conversion for 10 years when there is only one buyout agreement of two or more tenants, or buyout agreements of two or more tenants from two or more units. There is also an ambiguity as to whether the limits on condo conversion due to buyout agreements apply to lottery condo conversions only, or include non-lottery condo conversions, as well. Litigation regarding the validity of the entire law, as well as specific ambiguous and/or overreaching provisions of the law, has already begun.

In a recent case at the California Court of Appeal, Second District (Dromy v. Lukovsky (2013) 219 Cal.App. 4th 278), the court defined the meaning of "normal business hours" in the context of allowing a landlord to show the rental unit to prospective purchasers under Civil Code Section 1954. The issue was whether the landlord could conduct weekend open houses. The court held that "normal business hours" are "those hours during which persons in the community generally keep their places open for the transaction of business." The court thus concluded that the relevant community in this context was determined to be licensed professionals in real estate whose custom and practice is to hold open houses on the weekend.

Effective February 1, 2015, a new law permits owners and tenants to rent out certain units on less than 30 day terms to tourists, subject to numerous regulations. The units must be the principal residence of the

owner or tenant. The owner or tenant must register the unit with the City, pay a registration fee, follow reporting and auditing rules, and remain in good standing. The owner or tenant must also carry sufficient liability insurance and post certain safety disclosures within the unit. The short term tourist rentals generally may not occur for more than 25% of the days in the year the owner or tenant principally resides in the unit. Tenants may not charge more rent to tourist renters than they pay proportionally to their landlords. Landlords are restricted from evicting tenants who take advantage of this law as long as the tenants follow all the new regulations. However, the law does not restrict a landlord's ability to evict a tenant on the basis of breach of lease, including breach of a prohibition on subletting or assignment, or creation of a nuisance. A landlord may also evict a tenant for unlawful use of the unit if the tenant fails to cure a violation of the new law within 30 days, or repeatedly violates the provisions of the new law.

In July 2014, a new section, 65A, was added to the San Francisco Administrative Code and requires landlords to provide tenants at least 30 days' notice before severing housing services for the purpose of performing mandatory seismic work of wood-frame buildings. The notice must disclose to tenants which housing services will be affected and the duration of time. The notice may only be served once the landlord has obtained all necessary permits. The landlord is also required to compensate the tenant affected by the loss of the housing service, either according to a pre-set amount stated in the lease, or the replacement value of that service, not to exceed 15% of the base rent, pro-rated on a daily basis. Alternatively, the landlord may provide the tenant a comparable replacement housing service.

In April 2014, the Board of Supervisors passed a new law creating a pilot program for adding "in-law" units in the Castro District. The in-law units must be within the envelope of the existing building as it existed three years prior to the application. The Zoning Administrator will grant complete or partial waivers with respect to density limits, parking, yard, exposure, and open space standards. The City will set certain rental limits and reporting requirements, and monitor and evaluate the pilot program for broader expansion to other City neighborhoods.

Also in April 2014, the Board of Supervisors passed a law providing for the legalization of certain unwarranted "in-law" units. Property owners wishing to take advantage of this law will benefit from the suspension of certain code enforcement provisions. However, units with no-fault eviction histories on or after March 13, 2014, may not be eligible for participating in this program. The cost of legalization, including bringing the in-law unit up to code cannot be passed onto the tenant in occupancy. A non-conforming in-law unit legalized through this program may not be condo-converted and sold or financed as a separate unit. A future merger of the secondary in-law unit with the original unit may be possible.

Effective July 1, 2014, battery-operated smoke alarms are not legal unless they contain a nonremovable, nonreplaceable battery that is capable of powering the alarm for at least 10 years. The new law allows for a phase-out period until July 1, 2015, for property owners and managers whose non-compliant battery-operated smoke alarms were ordered by or in inventory on or before July 1, 2014.

Landlords and tenants can now agree to use electronic communications for discussions on security deposits, including the notice of right to inspection prior to termination of the tenancy. However, landlords are still required to deliver the notice and itemized statement of security deposit deductions via first class mail or personal delivery.

Landlords must now allow tenants to engage in personal agriculture in the tenant's private rental area provided certain conditions are met. Among other things, the landlord may require that the agriculture be maintained in a pre-approved portable container.

What Constitutes a "Rental Unit"?

The San Francisco Residential Rent Stabilization and Arbitration Ordinance (the "San Francisco Rent Ordinance") defines a "rental unit" as the residential dwelling used and occupied by a tenant, along with the land, other parts of the building, housing services, privileges, furnishings, and facilities supplied in connection with the tenancy. Garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, or gardens on the same lot, or kitchen facilities or lobbies in single room occupancy (SRO) hotels, supplied in connection with the tenancy, may not be severed from the tenancy by the landlord without "just cause." For a more comprehensive discussion of matters relating to tenant evictions in San Francisco, please consult our companion FAQs on TENANT EVICTIONS IN SAN FRANCISCO. Rental units do not include housing accommodations in hotels occupied by a guest for fewer than 32 continuous days, dwelling units in certain types of non-profit cooperatives, housing accommodations in any hospital, convent, monastery, extended care facility, asylum, state-licensed residential care or adult day health care facility for the elderly or in school-operated dormitories.

What Is Being Rented?

A rental agreement – written or oral – defines the areas that are subject to the tenancy. Most residential rental units are located in multi-unit buildings with shared hallways, stairs, garage or storage spaces, yards, and other common areas. All parties should have a clear understanding, reduced to writing, of the boundaries of the leased premises (including parking and storage areas), and what common areas the tenant may access under specified conditions, as well as areas that are "off limits" except in an emergency, like roofs and fire escapes.

What Are the Advantages of a Written Lease?

A written lease defines the rules, responsibilities, and obligations of both landlord and tenant. A written lease can remove ambiguities that might otherwise become the subject of litigation. Examples include whether assignment/subletting is allowed, the number of occupants permitted, which areas are off-limits to tenants, where notices should be sent, whether smoking is prohibited in or around the premises, what constitutes habitual late payment of rent, etc. The San Francisco Rent Board Rules and Regulations severely limit a landlord's ability to evict a tenant for breaching a unilaterally imposed new term of tenancy to which the tenant did not expressly provide consent; therefore, all tenant responsibilities and prohibitions should be clearly defined at the beginning of the tenancy. Finally, when property owners sell tenant-occupied properties, written leases allow for easier transitions, and reduce disputes between existing tenants and new landlords regarding their respective obligations and responsibilities.

Is My San Francisco Residential Rental Property Subject to Rent Control?

A property is subject to the San Francisco Rent Ordinance if a Certificate of Occupancy for the structure was first issued on or before June 13, 1979. Units in hotels, motels, tourist houses, and rooming houses, where the unit has not been occupied by the same tenant for ***32*** or more continuous days, are ***not*** covered by the San Francisco Rent Ordinance. Units whose rents are regulated by another government authority, such as subsidized housing projects and senior housing may be subject to certain provisions of the Rent Ordinance. Many single-family homes and condominiums are exempt from the rent increase limitations of the San Francisco Rent Ordinance, but are still subject to eviction restrictions. Under recent legislation, ***all rental properties*** that are in ***foreclosure*** are subject to limited eviction controls set by the state.

What Are the Effects of SF's Rent Control Law?

There are two main features of San Francisco Rent Ordinance: Rent increase limitations and eviction restrictions. The San Francisco Rent Ordinance also restricts changes in the terms of a rental agreement once a tenant has moved in.

Rent Increase Limitations The San Francisco Rent Ordinance limits the amount of annual rent increases. Landlords may not seek to impose a rent increase more than ***once every twelve months.*** Also, landlords can only raise a tenant's rent by the amount set each year by the Rent Board. The current allowable maximum annual rent increase (March 1, 2015 through February 29, 2016) is 1.9%.

Eviction Restrictions The San Francisco Rent Ordinance provides that a landlord may not endeavor to recover possession of a rental unit absent one of sixteen (16) "just causes" for eviction. The San Francisco Rent Ordinance also requires landlords to show "just cause" in order to recover possession of driveways, storage spaces, laundry rooms, decks, patios, gardens, garage facilities or parking facilities on the same lot, supplied in connection with the use or occupancy of a dwelling unit. The "just causes" are either tenant-motivated (nonpayment or habitual late payment of rent, nuisance, unlawful purpose, refusal to renew lease, failure to provide access, and holdover by an unapproved subtenant) or landlord-motivated (owner move-in, demolition of a rental unit, capital improvements, lead paint remediation, Ellis Act/withdrawal from rental use). For a more comprehensive discussion of matters relating to tenant evictions in San Francisco, please consult our companion FAQs on TENANT EVICTIONS IN SAN FRANCISCO.

Are *All* Rent-Controlled Properties Subject to Both Rent Increase Limitations and Eviction Restrictions?

No. Many single-family homes and condominiums are not subject to ***rent increase limitations.*** However, there are exceptions to this rule and owners should not simply assume that a single-family home or condominium is exempt from rent increase limitations in every case. Also, single-family homes or condominiums that are exempt from rent increase limitations and were originally built before June 13, 1979 ***are*** subject to ***eviction restrictions***.

What Happens After a Lease Term Expires?

If the property is subject to SF Rent Ordinance ***eviction restrictions,*** the tenant is entitled to continue renting the unit after expiration of a lease term ***regardless*** of any language in the lease agreement stating otherwise. If the landlord does nothing, the tenancy automatically converts to a month-to-month tenancy, and the same terms and conditions of the original lease agreement will apply, subject to the landlord's right to increase rent in accordance with the limitations set by the Rent Board, as discussed above. If, however, the landlord asks the tenant to renew the lease for another fixed term of the same duration, and the tenant ***refuses***, the landlord may seek to terminate the tenancy on the basis of the tenant's refusal.

Can My HOA Prohibit Me From Leasing My Condo?

Effective January 1, 2012, ***prohibitions*** by condo and co-op Homeowners Associations ("HOAs") against ***renting*** a unit are ***unenforceable***, unless the prohibition was already in effect before the owner acquired title to his or her unit. Rental prohibitions already in effect before 2012 are grandfathered in and remain effective.

What if the Tenant Dies?

If a tenant dies in the middle of a fixed-term rental agreement, the tenancy continues until the end of the fixed term. Responsibility for the rest of the lease term passes to the tenant's executor or administrator. On the other hand, if a tenant dies during a month-to-month tenancy, a landlord is still required to return any security deposit to the administrator of the tenant's estate within 21 days of regaining possession of the rental unit, less permitted deductions for unpaid rent, damages, excepting ordinary wear and tear, and cleaning costs. Finally, if the death occurred on the premises, an owner or the owner's agent is required to disclose to prospective renters and buyers of the property that a death occurred and the manner of the death. The disclosure is mandatory for 3 years. Thereafter the disclosure is only required if asked. One important exception to this disclosure

requirement is that the owner or owner's agent may not disclose that the decedent was ill with, or died as a result, of HIV/AIDS.

Do Foreclosure Properties Have Different Rules for Rent and Eviction Control?

The rights of tenants under the San Francisco Rent Ordinance remain intact, regardless of a foreclosure. A foreclosure is ***not*** a "just cause" for eviction under the San Francisco Rent Ordinance. A foreclosure also does not affect the tenant's rental rate and the tenant is still entitled to ***all the utilities and housing services*** associated with the tenancy regardless of the foreclosure. If utilities or housing services are interrupted or terminated at any time during the tenancy, the tenant may file a petition for substantial decrease in housing services or a claim of attempted wrongful eviction for "termination of a housing service without just cause." Moreover, San Francisco rental units which were ***not*** subject to eviction control ***become*** subject to eviction control if a tenant is residing in the unit at the time of foreclosure, and the person or entity who takes title through foreclosure may ***not*** evict a tenant except for "just cause" as provided under the San Francisco Rent Ordinance. The new landlord must also serve a "post-foreclosure" notice on the tenant within 15 days of the foreclosure.

What Are "Banked" Rent Increases?

As described above, the Rent Board limits annual rent increases by small percentages which are announced every year on March 1. These rent increases can be imposed once annually on the tenant's "anniversary date" which is typically the date on which the tenancy began. For a variety of reasons, current and past landlords may have chosen not to impose some or all of these rent increases. The San Francisco Rent Ordinance permits landlords to "bank" these uncharged amounts and impose them later. Rent increases that are "banked" are calculated by adding the simple percentages of missed years, going as far back as 1982. That sum is then multiplied by the current rental rate, which yields the new rental rate. The increases are ***not*** compounded. New landlords are permitted to impose "banked" rent increases that were not imposed by their predecessors. To impose a "banked" rent increase, a landlord must follow the same rules as for any other rent increase, that is, by serving a thirty- or sixty-day notice depending on whether the increased amount is up to 10% or greater than the rent for the preceding 12 months. "Banked" rent increase should be calculated very carefully to make sure a landlord does not accidently overcharge for rent. If the increase is imposed on some date other than the "anniversary date" the landlord may lose one year's increase and the "anniversary date" for future rent increases will shift.

What Fees and Expenses Can be Passed Through to Tenants?

Landlords can petition the SF Rent Board for rent increases for ***capital improvements, increased operating and maintenance costs, and utility, water, and property tax pass-throughs***, but these increases are severely limited, and must first be approved by the Rent Board. Many pass-through expenses are amortized over a period of 10, 15, or 20 years. The Rent Board has a number of special petitions and forms that must be utilized and completion of these documents often requires the input of an expert. Tenants are also entitled to notice and an opportunity to object to these types of increases at a Rent Board hearing. While there is no fee for a landlord to file a Rent Board petition for pass-through rent increases, legal and expert fees often can become expensive. On the other hand, landlords may pass through to their tenants half of the annual Rent Board fee without a petition. The Rent Board fees are assessed on rental units covered by the San Francisco Rent Ordinancel. The tenant's portion of the current fee is $18 per apartment unit ($9 per residential hotel unit).

What Are My Obligations to Subtenants?

A landlord may place ***reasonable restrictions*** on subletting, except in the case of family members, who are allowed to live with the tenant regardless of any lease restrictions. Such restrictions must be set forth in a written lease to be enforceable. Landlords are generally required to permit tenants a one-for-one replacement of departing roommates ***once annually*** per existing tenant residing in the unit. These rules trump a blanket prohibition against subtenants in a lease. Also, landlords may be found to have waived any valid prohibitions on subletting if the landlord knew or should have known about the subtenant and did not promptly seek to remove the unauthorized subtenant. A lawful subtenant in a rent-controlled unit is entitled to all of the same protections as a tenant under the San Francisco Rent Ordinance, including rent increase limitations; however, in instances when ***all*** original tenants no longer permanently reside in the unit, a landlord ***may*** be able to charge a new rent to the hold-over subtenants as if they were moving into a vacant unit (see below).

What Are the Subtenants' Rights When All Originals Tenants Vacate?

Generally, a landlord has the right to evict any unauthorized subtenant when all the original tenants vacate. Also, under both state and local law, a landlord has the right to re-set the rent for the unit as if it were vacant, when all original tenants no longer permanently reside in the unit. However, a landlord's actions, or failure to act, can affect these rights. Usually, if the lease allows subletting, then subtenants are ***not*** "unauthorized" and may not be evicted. Even if the lease agreement prohibits subletting, the landlord's knowledge of an unauthorized subtenant can constitute a waiver of a landlord's right to evict when the original tenants vacate. These issues are further complicated when a landlord is forced to allow a one-for-one replacement of a tenant, or must accept family members of a tenant notwithstanding a lease prohibition.

A subtenant may inherit the original occupant's rent control if that subtenant establishes a direct relationship with the landlord. Landlords are strongly advised against accepting rent directly from subtenants, adding them to agreements, or even responding to repair/maintenance requests, all of which tend to create a direct landlord-tenant relationship. When a landlord approves a subtenant or becomes aware that a subtenant has taken possession of the rental unit, the landlord should consider providing the original occupant(s) and subtenant(s) a notice under Rent Board Rule 6.14 in order to preserve the landlord's right to increase the rent to market once all original occupants no longer reside there. These "6.14 notices" are highly controversial. Landlords should consult with an attorney about subletting issues and preserving their rights.

What Rights and Obligations Do "Master Tenants" Have?

"Master Tenants" are treated like landlords in some respects with regard to their subtenants, and as a result they have many similar rights and obligations. For instance, Master Tenants can evict their subtenants without "just cause," but only if they give their subtenants a written disclosure of this right at the beginning of the subtenancy relationship. Master Tenants are required to disclose to subtenants in writing, before the beginning of the subtenancy relationship, the amount of rent they pay to the property owner. With regard to setting a rental rate, Master Tenants are not allowed to charge a rent that is greater than the subtenant's proportional share of the rent paid to the property owner. This proportional share is based on the shared value of common spaces and exclusive use spaces (such as bedroom size or value, access to garage or storage, or private bathroom), shared or exclusive amenities and utilities, and other reasonable special obligations. A Master Tenant may be able to charge a subtenant more than the proportional share the Master

Tenant pays the property owner if the Master Tenant provides additional furnishings, services, or takes on additional obligations which are not provided by the property owner; however, a Master Tenant may not charge subtenants more rent than the Master Tenant pays to the property owner.

Do Rent & Eviction Control Protections Apply to a Landlord's Roommates?

A landlord who is an owner of the property who resides in the same rental unit as his or her tenant is not subject to eviction restrictions and can evict the tenant without "just cause." However, the landlord is still subject to the rent increase limitations described above. Where a landlord resides with more than one tenant-roommate "just cause" to evict may be required if the property is operated akin to a "boarding house." Litigation or legislative amendments to the San Francisco Rent Ordinance are expected to clarify this uncertainty.

When Can I Enter the Tenant's Unit?

Landlords and their agents have limited rights of access to tenant-occupied units, but may not abuse those rights to harass a tenant. A landlord may enter a dwelling unit without the tenant's permission and without a Court order only in cases of emergency, to make repairs or improvements, to supply necessary or agreed services, to exhibit the unit to buyers, tenants, lenders, etc., to make certain move-out inspections, or when the tenant has abandoned or surrendered the premises. Generally, entry may only be made during normal business hours following reasonable ***written*** notice (24 hours is presumed reasonable). No notice is required in the case of an emergency. The law does not specify what "normal business hours" are and unless there is a written lease defining those hours more broadly, "normal business hours" will typically be from 9:00 a.m. to 5:00 p.m., Monday through Friday. However, a recent California Court of Appeal case defined "normal business hours" in the context of showing the rental unit to prospective purchasers. In that case, "normal business hours" is determined by licensed professionals in real estate and the hours they generally keep their places open for the transaction of business. Based on this case, "normal business hours" would include weekend open houses and evening showings. Written evidence of each entry must be left inside the unit if the tenant is not present during the entry. If the property is being sold, a written notice to the tenant can require access to show the unit to buyers for 120 days on 24 hours' ***verbal*** notice, in person or by phone. Tenants may waive these rights and allow a landlord or the landlord's agent to enter without first providing 24 hours' notice or for a reason not listed above.

Can I Restrict Smoking in My Building?

Yes. Effective January 1, 2012, residential landlords can prohibit tobacco smoking within any unit, common space, and interior and exterior portions of their buildings. For new tenants, the smoking restrictions and prohibitions must be described in the rental agreement. For existing tenants with pre-existing permission to smoke tobacco within their units or around the property, a prohibition would constitute a change in the terms of tenancy requiring mutual consent to be enforceable.

How Can I Deal with Noisy or Disruptive Tenants?

Written leases should contain rules that address acceptable tenant behavior, e.g., a provision limiting excessive noise during certain hours of the day. Tenants who violate such terms of tenancy subject themselves to the possibility of eviction for breaching lawful obligations of their lease or for creating or permitting a nuisance. Landlords owe an implied covenant of quiet use and enjoyment to other tenants on the property and could be liable to neighbors for permitting a nuisance if they are not proactive in addressing noisy or disruptive tenant issues. Landlords should issue warnings to their tenants before serving 3-day

notices to cure or quit, and if necessary, promptly pursue unlawful detainer lawsuits to evict noisy or disruptive tenants. Sometimes noise issues can be resolved or substantially improved by requiring carpeting over padding on hardwood floors or adding insulation between floors and walls; such investments can substantially reduce costly disputes in the future.

Must I Provide a Recycling Service for My Tenants?

Effective July 1, 2012, residential buildings with ***five or more units*** (or any multi-family residential dwelling or business that generates more than four cubic yards of commercial solid waste per week) is required to arrange for recycling services. Property owners may require tenants to separate their recyclable and compostable materials.

Do I Have to Compost?

In 2009, San Francisco passed an aggressive environmental law mandating every residence and business to have three separate color-coded bins for waste: blue for recyclables (e.g., cans, bottles, paper); green for compost (e.g., food scraps, leaves, dirty paper napkins); and black for trash (e.g., plastic bags, Styrofoam, diapers). Failing to properly sort refuse could result in warnings followed with a fine up to $1,000 per offense.

Do Units Require Carbon Monoxide Detectors?

State law requires owners of all rental units to install carbon monoxide devices in each dwelling unit having fossil fuel burning heaters or appliances, fireplaces, and/or attached garages.

What Are the Rules on Security Deposits?

A security deposit is essentially a sum of money collected by a landlord from a tenant at the beginning of the tenancy to be used for the advance payment of rent (such as "last month's rent") or to compensate the landlord for a tenant's default in payment of rent, to repair damages to the premises, except ordinary wear and tear, caused by a tenant or the tenant's guests, or to clean the premises upon termination of the tenancy. For unfurnished units, the security deposit may not exceed two month's rent; for furnished units, the security deposit may not exceed three month's rent. A landlord must notify the tenant of his or her right to a pre-move-out inspection within 14 days of the tenant's move-out date, allowing the tenant to remedy possible deductions from the security deposit. Within 21 days after a tenant vacates, the landlord is required to return the security deposit. Local law also requires all San Francisco landlords, including owners of units that do not fall under the jurisdiction of the San Francisco Rent Ordinance, to pay interest on the security deposit. The current interest rate for the period from March 1, 2015, to February 29, 2016, is 0.1%. The interest on security deposit must be paid annually. Any interest payments that were "banked" must be paid to a tenant within 14 days following the tenant's move-out. Deducting $125 or more requires an itemized statement indicating the basis for, and the amount of deductions.

Disputes over the return of security deposits between landlords and tenants are frequent. It is important for landlords to understand the timing and notice requirements required under state and local law to avoid or prevail in litigation. Effective January 1, 2012, the jurisdictional limit of **Small Claims** court for actions brought by individuals increased from $7,500 to **$10,000**. This change allows for a quicker and more cost-effective resolution of security deposit disputes.

How do I Choose a Lawyer to Assist Me in Landlord/Tenant Matters?

A Law Firm Specializing in Landlord/Tenant Issues Should Offer You:

- Experienced attorneys knowledgeable in all aspects of both the creation and termination of landlord/tenant relationships;
- Skills in drafting and reviewing leases;
- Substantial experience appearing before the San Francisco Rent Board;
- A thorough understanding of the San Francisco Rent Ordinance.

What Sets Goldstein, Gellman, Melbostad, Harris & McSparran, LLP ("G3MH") Apart?

EXPERIENCE:

G3MH has been a respected member of San Francisco's real estate community for over thirty years. During that time we have provided guidance to, and represented thousands of property owners in a wide range of landlord/tenant matters, including lease negotiations, voluntary termination of tenancy, evictions, and wrongful eviction defense.

SOCIAL CONSCIENCE:

G3MH does not represent landlords in landlord-motivated evictions of elderly, disabled, or catastrophically ill tenants.

REASONABLE FEES:

G3MH provides landlord/tenant counsel on an hourly basis. The hourly rate charged will be based upon the level of experience of the attorney you work with, which we will endeavor to match to the task at hand.

SERVICE:

G3MH is a full-service law firm, which means that our attorneys and paralegals are available to offer additional guidance in evictions, tenancy-in-common issues, condominium conversion, title transfer and vesting, trust and estate matters, easements, property tax issues, and all other real estate matters. No other firm in San Francisco offers the staffing and resources to meet your needs in every aspect of residential real estate management.

About the Authors:

A. Jeanne Grove's primary practice areas are co-ownership and real property disputes, as well as landlord-tenant matters. Her experience includes litigating purchase/sale disputes, nondisclosure claims, condominium and tenancy-in-common issues, title disputes, partitions, insurance coverage matters, boundary disputes and leases. Jeanne acquired her J.D. at the University of California, Hastings College of the Law in 2004. She received her B.A. in Political Science and French at the University of California at Los Angeles, where she graduated an Alumni Scholar. In 2013, Jeanne received the California State Bar Real Property Section Morning Star award. In 2012-2014, she served as the American Bar Association Young Lawyer Division District Representative for Northern California, representing 13 affiliates throughout the state. She also serves as an Adjunct Professor at her law school alma mater, the University of California, Hastings College of Law, teaching legal writing, research and oral advocacy skills to first- and second-year law students. Jeanne is currently a member of the California State Bar Real Property Section, the American Bar Association Torts, Trial, and Insurance Practice, Business Litigation Committee, the Bar Association of San Francisco, the Filipino Bar Association of Northern California, and the Marin County Bar Association.

Jeanne has practiced business and real estate law in San Francisco and Los Angeles and is admitted to practice in all the state courts of California, as well as the United States District Courts of the Northern District and Central District of California. Jeanne can be contacted at (415) 673-5600 ext. 244, or via email at JGrove@g3mh.com.

Arthur Meirson's practice focuses on San Francisco's Rent Control Law, landlord/tenant disputes, and general real estate, business and tort litigation matters. Arthur received his J.D., cum laude, from the University of California, Hastings College of the Law in 2009, where he was Senior Notes Editor of the Hastings Law Journal. Upon graduation, Arthur was inducted into the U.C. Hastings Pro Bono Society for his dedication to providing services to underrepresented communities and nonprofit organizations. He received his B.A., summa cum laude and Phi Beta Kappa, in history, political science, and Jewish studies from Rutgers University in 2005. Arthur served as an Assistant District Attorney with the San Francisco District Attorney's Office, handling numerous jury and bench trials, preliminary hearings, pretrial case settlements, and participating in policy development, and is admitted to practice in California and before the United States District Court for the Northern District of California. Arthur can be reached at 415/ 673-5600 ext. 237, or via e-mail at AMeirson@g3mh.com.

Ashley E. Klein's practice focuses on real estate litigation, including landlord-tenant matters, property management, purchase and sale and co-ownership disputes. She is an experienced advocate in Alternative Dispute Resolution, settlement conferences and private mediations. Ashley represents clients in matters involving residential and commercial breach of contract, quiet title actions, unlawful detainer, fraud and misrepresentation, professional negligence, the Costa-Hawkins Rental Housing Act, and the San Francisco Residential Rent Stabilization and Arbitration Ordinance. Ashley has developed an extensive knowledge of the legal issues surrounding service animals, emotional support animals (comfort animals), and therapy animals in both residential and commercial settings. A 2013 graduate of the University of North Carolina School of Law, Ashley has been recognized for her oral advocacy and writing skills, and was awarded the Gressman-Pollitt Award for Outstanding Oral Advocacy; her article describing the prospect of class arbitration in Canada was published in the North Carolina Journal of International Law and Commercial Regulation. Ashley is fluent in Spanish (B.A. in Spanish and History summa cum laude, 2010, UNC) and has traveled extensively in Latin America and Spain. She is admitted to practice in California and before the United States District Court for the Northern District of California. Ashley can be reached at (415) 673-5600 ext. 222, or via e-mail at AKlein@g3mh.com

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