

Good Samaritan Status Form and Lease Addendum

1. Pursuant to San Francisco Residential Rent Stabilization and Arbitration Ordinance Section 37.2(a)(1)(D), Good Samaritan occupancy status occurs when a landlord and a new tenant agree in writing for the tenant to commence temporary occupancy following an emergency such as fire, earthquake, landslide, or similar emergency situation, that required the unexpected vacation of the tenant's previous rental unit.

2. The Landlord is renting this temporary unit to you at a reduced rate. The term of this temporary occupancy shall begin on _____ and end on _____, which equals or is less than a twelve month period of time. This initial term is referred to as the Original Good Samaritan Status Period.

3. The "reduced rent rate" for the Original Good Samaritan Status Period is \$_____ per month, which is (check one) ☐ the base rent you were paying for your previous unit at the time of displacement; OR ☐ an amount up to ten percent above the amount of the rent you were paying at the time of displacement, if the owner was not your landlord for the previous unit. If the owner of the previous unit is the same as the owner of the replacement unit, then "reduced rent rate" means the rent you were paying for the previous unit at the time of the emergency.

4. **PLEASE NOTE:** This rental agreement is temporary in nature, and is made in accordance with Section 37.2(a)(1)(D) of the San Francisco Residential Rent Stabilization and Arbitration Ordinance. This rental agreement is entered into solely due to your displacement from your previous rental unit as a result of a certified emergency situation. See paragraph 6 below. Advice regarding this agreement is available from the San Francisco Rent Board, 25 Van Ness Avenue #320, San Francisco, CA 94102 (415.252.4602).

_____(Tenant's initial) _____(Tenant's initial)

5. **PLEASE FURTHER NOTE:** The Landlord and you may agree, in writing, to extend the reduced rent rate for a period of time beyond the Original Good Samaritan Status Period, for a period of time up to twenty-four consecutive months from the beginning to the end of all Good Samaritan Status Periods (known as "Extended Good Samaritan Status Period"). Please apprise the Landlord should you desire such an extension.

6. **PLEASE FURTHER NOTE:** Good Samaritan Status may only be utilized if you provide the Landlord, before moving into the temporary unit, with a written certification by one of the following San Francisco City Officials (or his/her designees), that, as a result of a fire, earthquake, landslide, or similar emergency situation, your previous unit is in such a condition that, as a matter of public health and safety and as a matter of habitability, you cannot or should not reside there until appropriate repairs have been made: (i) Mayor; (ii) Fire Chief; (iii) Director of the Department of Building Inspection; (iv) Director of the Department of Public Health; or (v) Other Official as authorized by law. You must submit this form to the Landlord prior to signing this lease addendum.

7. **PLEASE FURTHER NOTE:** The rent increase anniversary date for a Good Samaritan occupancy is the date that your temporary occupancy began. The first annual allowable increase, as permitted by the Rent Ordinance, shall take effect no less than one year from the tenancy's commencement, but when imposed after one year shall set a new anniversary date for the imposition of future increases. The base rent used for calculation of the annual allowable increase pursuant to Section 37.3(a)(1) during a Good Samaritan occupancy, shall be the reduced rent rate in effect on the day the Good Samaritan occupancy commences.

8. **LANDLORD'S OPTION TO TERMINATE OCCUPANCY OR TO DISCONTINUE GOOD SAMARITAN RENT:** The Landlord, at his/her sole discretion, may either:

(a) Serve a notice terminating your tenancy within 60 days after expiration of the Original and any Extended Good Samaritan Status Period;

OR

(b) Increase your rent by issuing a rent increase notice within 60 days after expiration of the Original and any Extended Good Samaritan Status Period, provided the rental agreement states the dollar amount of your initial base rent that can be imposed after expiration of the Original and any Extended Good Samaritan Status Period, and thereby raise your rent from the temporary reduced rate to this previously agreed upon initial base rent for the unit. The Landlord is stating that the initial base rent for this unit, without the reduced amount for Good Samaritan Status, is \$ _____ per month, which includes all services provided in connection with your tenancy.

OR

(c) Allow 60 days to elapse after expiration of the Original and any Extended Good Samaritan Status Period without serving a notice to terminate the tenancy under Rent Ordinance Section 37.9(a)(16) or serving a notice to increase the rent to the previously agreed upon initial base rent for the unit. In such case: (1) the tenant's occupancy is no longer temporary under Rent Ordinance Section 37.2(a)(1)(D) and the landlord will not evict the tenant from the rental unit unless there is a just cause reason (other than Section 37.9(a)(16)); (2) the tenant's "reduced rent rate" will become the tenant's base rent for the unit; and (3) the landlord will not increase the base rent by more than the allowable rent increase amounts published by the San Francisco Rent Board.

ACCEPTED AND AGREED TO BY:

Landlord

Dated: _____

Tenant

Dated: _____

Tenant

Dated: _____