Q&As for Evicting Tenants in San Francisco

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San Francisco imposes a number of restrictions on owners looking to evict their tenants. Learn more about these restrictions through our Q&As.

What restrictions does the San Francisco Rent Ordinance impose on landlords attempting to evict a tenant?

There are a number of eviction restrictions imposed on landlords who own properties that fall under the ambit of the San Francisco Rent Ordinance. Specifically, even if a lease has expired or become month-to-month, a landlord cannot ask a tenant to leave unless they can satisfy one of 16 "just causes" for an eviction.

The 16 just causes for an eviction can be further split into two different subcategories — those in which the tenant's misconduct justifies the eviction, and those in which the landlord has their own independent reasons to push for an eviction that have nothing to do with the tenant's conduct. Stated even more simply: there are fault evictions and "no fault" evictions. Let's take a brief look at each, in turn.

Tenant Misconduct Justifying an Eviction

- Nonpayment or habitual late payment of rent
- Failure to Cure a Lease violation (a substantial or material breach of lease agreement)
- Nuisance or waste
- Use of a rental unit for an illegal purpose
- Refusal to renew a lease with materially similar terms
- Failure to provide the landlord access to the unit
- Holdover of an unauthorized subtenant after the Master Tenant has left

Eviction for Reasons Unrelated to Tenant Conduct

- Owner move-in
- Move-in of owner's relative
- Sale of a newly-converted condominium
- Demolition of a rental unit, capital improvements, substantial rehabilitation
- Removal of the entire property from residential rental use pursuant to the Ellis Act
- Lead paint remediation
- Removal of a rental unit under a development agreement with the City
- Expiration of a Good Samaritan tenancy (created for up to two years following a certified disaster)

It's important to note that a landlord — even if they have "just cause" to evict a tenant — may not move forward with an eviction until and unless they have gone through the proper procedures. For example, if a tenant has breached a term in the lease agreement (e.g. a prohibition on subletting), the landlord must provide written notice and an opportunity for the tenant to "cure" the problematic conduct. Even informal actions, like asking a tenant to leave, or implying that a tenant should leave, can constitute an attempt to evict a tenant and may subject a landlord to substantial liability.

How long in advance must I provide the tenant with a notice to vacate, and what happens if the tenant refuses to vacate the unit in a timely manner?

Notice requirements vary depending on the cause for evicting the tenant and range anywhere from three days to a full year. Nonpayment of rent evictions, for example, require a three-day notice period. Owner move-in evictions, by contrast, require a sixty-day notice period (and under some circumstances must not expire during the school year).

Generally speaking, tenants must be given either a 3-day notice, 10-day notice, 30-day notice, or 60-day notice to vacate the property at issue, though even longer notice periods are not uncommon for some eviction processes (e.g., the Ellis Act, where tenants must be given at least 120 days' notice to vacate, which can and will be extended to a full year's notice).

Except for three-day notices, all notices must include information regarding the basis for the eviction and must advise the tenant that the Residential Rent Stabilization and Arbitration Board can provide guidance.

Tenants must vacate the property before the notice period ends. If they do not vacate the property (or resolve the dispute with the owner through some alternate means), the owner is entitled to file an eviction lawsuit through which they can recover possession of the property at issue and potentially seek other damages. Eviction Notices in San Francisco undergo strict scrutiny in court, and even minor errors may make or break your case—we recommend you always consult with a lawyer before serving one.

As an eviction lawsuit may soak up time and resources that the owner is uninterested in spending, a tenant buyout agreement can sometimes be negotiated in situations where the tenant opposes the eviction. These discussions may or may not be governed by a different portion of the Rent Ordinance.

Is my rent-controlled property also subject to eviction restrictions under the Rent Ordinance?

Yes. In San Francisco, the Rent Ordinance imposes the "just cause" eviction restrictions on all rent-controlled properties, i.e. properties with a certificate of occupancy dated on or before June 13, 1979. If your property is "new construction," however, it may be exempt from both sets of restrictions—see the next question for more information.

Are all properties subject to these San Francisco Rent Ordinance eviction restrictions?

No, not all properties are subject to the San Francisco Rent Ordinance (and therefore the eviction restrictions). Generally speaking, most building-based residential units that were built prior to June 13, 1979 are subject to the San Francisco Rent Ordinance, while most commercial and residential units with a certificate of occupancy issued after June 13, 1979 are exempt. Some buildings with newer certificates of occupancy may still be subject to the San Francisco Rent Ordinance, however, if there is evidence they were used residentially before 1979. This new construction rule may seem like a rather broad exemption, but in truth, industry observers believe that more than 4/5ths of residential units in San Francisco were built before the June 13, 1979 cutoff date.

This date-based cutoff is not the only route to exempt status, however. A variety of properties in the city are granted exempt status based on other factors. **Exempt status includes, but is not limited to, the following:**

- Units in hotels, motels, inns, tourist houses, or other short-term rentals, etc. (i.e., where a tenant does not occupy a unit continuously for 32 or more days at a time)
- Dwelling units in non-profit co-ops
- Dwelling units solely owned by a non-profit public benefit corporation (with a number of additional requirements, such as bylaws that prohibit rent hikes without majority resident approval)
- Housing accommodations in hospitals, convents, monasteries, extended care facilities, asylums, residential care, educational dormitories, high schools, or elementary schools
- Dwelling units in which the rent is regulated by another government unit, agency, or authority (i.e., one that is regulated and controlled by the federal government)
- 50-year old or older dwelling units in a building that underwent substantial rehabilitation after June 13, 1979 (though the landlord has to file an exemption petition and go through the necessary hearing process)
- Dwelling units that have been completely and permanently withdrawn from the rental housing market (i.e., not intended to be occupied by tenants) in accordance with the Ellis Act and Ordinance Section 37.3(d) (although these dwelling units may be subject to other Rent Ordinance based requirements).
- Live/work units in a building that has been properly converted to live/work use and has a Certificate of Occupancy issued after June 13, 1979 (in addition to other requirements, such as no residential tenancy in the building between June 13, 1979 and the issuance of the Certificate)
- Commercial spaces with incidental or infrequent residential use

If your property qualifies for one of the exemptions, then the San Francisco Rent Board Ordinance eviction restrictions may not apply to your unit. However, other limitations and procedures will apply with respect to eviction. For example, a landlord cannot evict a tenant without giving prior notice.

Can I evict my tenant in order to sell the Property?

Typically, neither selling nor purchasing a residential property constitute "just cause" under the San Francisco Rent Ordinance, except in limited circumstances, such as when an original developer plans to sell a converted condominium. In these situations, an Owner should consult with an attorney to see what options they have.

How does a foreclosure impact my ability to evict a tenant?

Assuming that your property falls under the San Francisco Rent Ordinance, foreclosure will have no "positive" impact on your ability to evict a tenant. As per the Rent Ordinance, foreclosure cannot be used as a just cause to pursue an eviction. Instead, you will have to identify an alternative path for evicting the tenant.

Perhaps most concerning is the fact that a foreclosure will lead to the forced application of eviction controls, even if the foreclosure property was not previously subject to eviction controls. In San Francisco, if a tenant is residing in the unit at issue over the course of the foreclosure process, the new owner who takes on title of the foreclosure property will have to satisfy the "just cause" eviction requirements imposed by the Rent Ordinance. It is irrelevant whether the unit was exempt prior to foreclosure.

Foreclosure properties may seem like a reasonable investment at first glance, but the regulatory burdens placed on owners in San Francisco can quickly undermine your real estate strategy. For example, a foreclosure will not have any impact on the tenant's rental rate, and further, the tenant will continue to have a right to all services and utilities (those described in the lease agreement and implied by law) previously guaranteed by their tenancy. When one considers the imposition of new eviction controls for foreclosure properties that were not previously subject to such controls, this can put the owner in quite a bind.

Is it possible to evict my tenant so that I can move in the unit myself?

Yes. It is not only possible, but it is a rather common procedure in San Francisco. Evicting a tenant so that the owner can live in the unit as a resident is referred to as an "Owner Move-in Eviction" or OMI eviction. Though the OMI eviction process is a powerful tool, there are a number of restrictions and requirements imposed on owners.

Let's explore these in brief:

Tenants Are Entitled to Notice and Fees

As a landlord, if you are planning to move forward with an OMI eviction, you must abide by certain procedural requirements with respect to giving the tenant advance notice of the intended eviction and with respect to paying out a relocation assistance fee. The degree of advance notice required (and whether you owe relocation fees) depends on the length of time that the tenant has resided in the unit at issue.

For tenants who have resided in a rental unit for at least 12 months, you must give them a minimum 60-day eviction notice, as well as relocation assistance fees.

For tenants who have resided in a rental unit for less than 12 months, you must give them a minimum 30-day eviction notice. No relocation assistance fees are owed to such tenants, however. These notice periods may need to be strategically timed so as not to fall during the school year, if there are school aged children or qualifying school employees in occupancy at the time of the eviction.

Not All Tenants Can Be Evicted Through an OMI

In San Francisco, the following tenants are granted "protected status" and are therefore shielded from evicted via an Owner Move-In:

- Tenants with minor children or who work at a school in San Francisco (though this restriction applies only during the school year itself)
- Tenants who are at least 60 years of age (or who meet the disability guidelines for SSI benefits) and who have lived in the unit for at least 10 years
- Catastrophically ill tenants who have lived in the unit for at least 5 years

It is worth noting that if you are a landlord with just one property in a particular building, you are not prohibited from going forward with an OMI eviction of any of the previously-listed tenants. These protections do not apply when the owner in question has only a single unit in the building that they are attempting to move into.

San Francisco law requires the tenant to provide notice of their protected status within just 30 days of having received a notice to vacate from the landlord (or alternatively, within 30 days of having received a written request from the landlord to declare whether they have protected status). If the tenant is claiming that they have protected status, they must include sufficient evidence that supports their claim. For example, if the tenant is suffering from a disability, they will have to include proof thereof, perhaps through documentation that clearly indicates their receipt of government disability benefits.

Failure of a tenant to provide timely notice (with sufficient evidence to support their claim of protected status) will be deemed an admission of a lack of such status. Now, in the event that the tenant does provide notice in a timely manner, the landlord has the option of contesting the tenant's claim of protected status by petitioning the San Francisco Rent Board or, alternatively, by pursuing an eviction lawsuit through the courts.

Primary Residence Must Be Established

Importantly, an OMI eviction is allowed only if the owner has the present intent of establishing the unit as their primary residence (within just three months of gaining possession of the unit in question) and will subsequently intends to occupy the unit as their primary residence for a minimum period of three years. Failure to abide by either of these two requirements could lead to the imposition of liability on the basis of having performed a wrongful eviction (as the OMI eviction will be deemed to have been in bad faith).

For example, suppose that you evict a tenant and move into the unit for two years, then choose to leave before the three-year period has run its course. Or suppose renovations after the tenant vacated were delayed and you were unable to fully move in until six months later. Despite the fact that you endeavored to make the unit your primary residence for a significant period of time, you could still be held liable for wrongful eviction.

Additional Owner Limitations

Owners who have conducted an Owner Move-In eviction are subject to a number of additional limitations, the applicability of which is dependent on the building and the landlord's ownership of other units. Specifically, these limitations are as follows:

- Landlords cannot gain possession of any unit in a building after they have already carried out an OMI eviction — the first OMI eviction creates a designated "owner's unit." Once the "owner's unit" has been designated, that is the only unit in the building that the landlord is allowed to gain possession of using the OMI eviction process.
- Landlords are prohibited from carrying out an OMI eviction if they own a comparable, available unit. Whether the unit is comparable is a fundamentally fact-dependent issue.
- Landlords may carry out an OMI eviction if they only own a non-comparable unit, but they are required by San Francisco law to offer the to-be-evicted tenant the opportunity to rent that non-comparable unit (assuming that the unit is vacant and available).

What about if my relative wants to move into the unit? Can I evict the tenant, and what restrictions apply?

Just as with OMI evictions, landlords have a right to move a close relative into a currently occupied unit, though this right is subject to a number of restrictions and requirements. This process is known as a relative owner move-in eviction (ROMI).

As the landlord, you are free to pursue an ROMI eviction. However, keep in mind that you will have to satisfy all the requirements imposed on landlords in OMI evictions (of course the relative must occupy the unit, not the landlord), in addition to showing that you live in the target building or are simultaneously making an attempt to perform an OMI eviction of a unit in the target building so that you can establish it as your primary place of residence.

Even Protected Tenants May Be Evicted if an Owner Seeks to Move in an Elderly Relative

It is worth noting that if your relative is elderly (specifically, if they are 60 years of age or older), you will be given additional powers to evict protected tenants in the target building.

Tenants with protected status — such as elderly tenants, disabled tenants, catastrophically ill tenants, and tenants with school-age children during the school year — may be evicted pursuant to a ROMI eviction if you are attempting to move-in an elderly relative. You may only do so, however, if all your units in the targeted building are already occupied by protected tenants. If you own five units in a building, and four are occupied by protected tenants while one is occupied by a "standard" tenant, you will have to evict the "standard" tenant.

How does a capital improvement eviction work?

If you wish to update your unit through remodeling, you will have to petition the San Francisco Rent Board to give you a permit to perform capital improvements on the unit. With the permit in-hand, you are entitled to temporarily evict a tenant for up to three months. If the remodeling process is likely to take more than three months to complete, you will have to petition for a longer permit (which may be more difficult to obtain).

If you do evict a tenant temporarily for remodeling/capital improvements, you will have to pay relocation assistance fees to tenants who have resided in the unit for at least 12 months prior to the eviction. This can be quite expensive (up to a maximum of $20,939 in fees per unit).

Once the tenant moves back into the unit (after the temporary eviction), the owner is not allowed to increase the rent beyond the amount permitted by the Rent Board. An owner may need to see a "pass-through" expert to determine whether any costs can be passed through to the tenant.

How does a capital improvement eviction work?

These are known as "unwarranted" units. Assuming that you have secured the necessary permits (after petitioning the San Francisco Rent Board), then yes, you may be entitled to evict the tenants from the unit in question. Importantly, you will have to pay out a relocation assistance fee if the tenant has resided in the unit for at least 12 months.

Looking to the future, legislators in San Francisco are proposing new regulations that may change how unwarranted units must be handled by owners. Where the unwarranted unit can be converted into a legal, compliant unit, the owner may have to do so rather than evicting the tenant. San Francisco public policy tends to favor keeping tenants in occupancy, and so it may be difficult to obtain permission to destroy a unit, even where making a unit conform in the alternative presents a substantial burden to the owner.

I don't quite understand the protected status granted to tenants with schoolchildren. Am I allowed to evict them or not?

An owner is prohibited from serving an OMI eviction which expires during the school year if the unit contains (1) tenants with minor school-age children residing in the same unit; or (2) tenants who are employed by a public, private or parochial school in the City or County of San Francisco. category But, this prohibition does not apply for the entire term of the lease — an owner may move forward with an eviction that is timed to expire during the summer.

Tenants with School-Age Children

Only tenants with school-age children who are minors (and who reside with the tenant) qualify for protected status. If the child is 18 years old and attending school, for example, the tenant will lose their protected status and may be evicted.

Educator Tenants

Tenants who work as educators are similarly granted protected status. The term "educator" is rather broad under the San Francisco Rent Ordinance and includes any individual who works at a school in San Francisco, either as an employee or as an independent contractor. Educator examples include, but are not necessarily limited to, the following:

- Teachers
- School nurses
- Counselors
- Social workers
- Cafeteria workers
- Janitorial staff
- Security guards
- Administrators
- And more

It is worth noting that the school year protection is an objective standard that is posted on the San Francisco Unified School District website. It does not conform to minor scheduling differences and runs from Fall through Spring.

So, what does this mean for you as a landlord? Well, your tenant is not entitled to eviction protection simply because their child is attending summer remedial classes. You could ostensibly evict that tenant, as the traditional school year is no longer in session.

I recently completed a condominium conversion. Can I evict a tenant so that I can market and sell the unit to prospective buyers?

Tenants may be evicted through various processes after a condominium conversion has taken place (assuming all the requirements have been met), though it's important to point out that the introduction of the Expedited Conversion Program — with its mandatory lifetime lease offer (for pre-existing tenants) — has muddied the waters, so to speak. The tenants granted lifetime leases as per the Expedited Conversion Program cannot be evicted for the purpose of vacating the unit for a sale.

However, this anti-landlord rule may not be a permanent feature of the San Francisco condo conversion landscape. As of 2017, a lawsuit was filed challenging the legality of the mandatory lifetime lease requirement, and litigation is ongoing. As such, it remains uncertain whether landlords who have jumped the necessary hurdles for completing a condo conversion under the Expedited Conversion Program will be able to eventually evict those "lifetime tenants."

Am I allowed to negotiate a payment with a tenant so that they will vacate the unit?

Yes, that is a perfectly legal option and, in fact, for many landlords who are struggling with a complex eviction scenario, it may be the best option from a cost, effort and timeliness perspective. Rather than pursuing litigation through an eviction lawsuit, you can have a rational discussion with the tenant about your different expectations and whether a mutually beneficial arrangement may be reached.

Paying the tenant so that they will vacate a unit is commonly referred to as a "buyout," and even discussions relating to buyouts are strictly governed by the Rent Ordinance.

Litigation is best avoided in many eviction cases. There are a number of reasons: it may be time consuming, additional costs and fees can become extensive, and it creates uncertainty with respect to the status of the unit in question until the dispute is resolved. Further, litigation could make your dispute a public matter. Depending on the nature of the eviction and the ways in which media/community members present the dispute, the publicity could damage your reputation and lead to nasty consequences in your career and social life.

When negotiating a settlement to an eviction dispute, it's important that you work with an attorney who is willing and able to push for litigation when necessary. The stronger your legal arguments (backed by a perceived willingness to litigate), the more likely it is that the settlement payout for eviction will be favorable to your interests. Many tenants would rather receive some payment after all than risk the possibility of being evicted without having received anything.

It is similarly important to consult with a lawyer before commencing "buyout" discussions, to ensure you have properly served the tenant with mandatory disclosures and filed appropriate paperwork with the Rent Board. As further explained below, failure to do so can subject landlords to penalties and ongoing liabilities.

What sort of limitations are there on buyout negotiations and agreements between landlords and tenants?

Buyout negotiations are discussions (oral or written) between the landlord and tenant as to the prospect of the landlord paying the tenant to vacate a unit. Even small payments, rent waivers, or "consideration" of any kind will count as a "buyout" in the eyes of the Rent Board. As discussed in our answer above, negotiating and executing a payment with a tenant so that they will vacate a unit is legal under prevailing San Francisco law. There are a number of regulations that govern these processes, however. Landlords should be aware of various procedural requirements, as well as certain entitlements granted to tenants that could interfere with their ability to smoothly execute a buyout. Failure to adhere to these requirements could expose you to substantial civil liability.

Disclosures

Before you — the landlord — are entitled to begin buyout negotiations with the tenant, you must first provide a set of written disclosures concerning the buyout offer and eventual agreement. You must also certify with the San Francisco Rent Board that you have made the required written disclosures.

This disclosure requirement applies even when the landlord has been approached by the tenant. You must abide by the legal requirements and hold off further conversation as to the buyout issue until you have an opportunity to provide the necessary disclosures.

Reporting and Recordkeeping

Once you have entered into a buyout agreement, you must provide a copy of the final agreement to the San Francisco Rent Board and maintain certain documentary records for a period lasting up to five years. The agreement itself must contain certain statements and further disclosures, with even the font size mandated at points. Accordingly, we advise you consult with an attorney before drafting an agreement yourself.

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Tenants Have a Right to Change Their Mind

Unfortunately, you can do everything "right" — to the point where you have actually entered into a buyout agreement with the tenant — and still be subjected to the uncertain will of the tenant. In San Francisco, the tenant has up to 45 days to rescind the buyout agreement. In fact, they may rescind the agreement even after they have vacated the unit, so long as the 45-day period has not passed. After they have rescinded, the tenant may attempt to renegotiate the buyout agreement, which can further delay the process and cause additional administrative hassles.

No Threats, Coercion, Intimidation, Fraud or Harassment

Landlords cannot bully their tenants into accepting a buyout against their will. If a landlord harasses the tenant by threat, fraud, coercion or intimidation (for example, by implying that the tenant's living situation will be worsened somehow if they decide not to accept a buyout agreement), they could be exposed to liability under the San Francisco Rent Ordinance, which prohibits such conduct.

How much relocation assistance do I have to pay?

The amount of relocation assistance you may have to pay will vary, depending on the nature of the eviction. Changing regulations further complicate the issue. Fees are updated on an annual basis to keep up with inflation (recently, on March 1, 2019, relocation assistance was updated for several eviction categories).

For evictions based on OMI, ROMI, demolition, capital improvement or substantial rehabilitation, the owner must provide $6,980 in relocation assistance fees to every authorized occupant who has been living in the unit for a period of at least 12 months. The maximum amount of relocation assistance is capped at $20,939 per unit—but the cap does not include payments required for the presence of minor children or tenants with disabilities. If there is at least one minor child in the household residing in the same unit, an additional $4,654 relocation assistance fee must be paid. Further, if one of the authorized occupants is 60 years of age or older, or is disabled, then an additional $4,654 relocation assistance fee must be paid.

Relocation assistance fee schemes differ for other evictions. Evictions brought under the Ellis Act involve similar relocation assistance fees but will likely entail more legal work.

Does the Ellis Act allow me to evict a tenant?

Yes, it does. Permanently removing a property from the rental market pursuant to the Ellis Act is a "just cause" under the San Francisco Rent Ordinance, though many limitations and restrictions apply. While the Ellis Act is a California state regulation, the City of San Francisco does impose additional requirements and fees on owners who move forward with an Ellis Act eviction.

However, before we jump in and explore what an Ellis Act eviction looks like, it's important to understand what the Ellis Act is meant to accomplish.

The Ellis Act is a state law created with the intention of protecting a landlord's ultimate right to go out of the rental market business. This is a critical regulation for owners, as local ordinances might otherwise force them to remain in the rental market, putting an enormous financial and administrative burden on them (considering the yearly costs associated with landlord services, property taxes, etc.). The powers granted by the Ellis Act allow an owner to evict any tenant, including tenants who enjoy "protected status." Simply put: no tenant is protected from an Ellis Act eviction.

In order to invoke the Ellis Act and evict a tenant, the owner must permanently stop being a landlord in a building or property. Ellis Act evictions involving buildings with a maximum of three rental units require that the owner evict their tenants from all applicable rental units on the property, while evictions involving buildings with more than three rental units require that the owner evict their tenants from all rental units in that particular building (this may be helpful to know if a landlord has multiple buildings on a single lot). Typically, a landlord cannot enact and Ellis Act eviction on only one unit of a multi-unit building.

When you evict a tenant pursuant to the Ellis Act, you will have to pay relocation assistance fees.

When moving forward with an Ellis Act eviction of elderly tenants (60 years of age or older) and disabled tenants who have resided in the unit at issue for at least 12 months, you will have to provide them a full 12 months' notice of your intent to evict them pursuant to the Ellis Act. Almost all tenants will claim to have at least a qualifying disability, and Ellis Act evictions in San Francisco are rarely accomplished in only 120 days. As this lengthy "notice to vacate" can put a damper on your plans to remove a unit from the rental market, an Ellis Act eviction should be considered far in advance.

Once served and filed, Ellis Act evictions cannot easily be rescinded, and a "Notice of Constraints" will attach to the property, as a matter of public record. Given the somewhat "all-in" eviction requirements (as demonstrated by the need to permanently exit the rental market in that building/property), it's important that you carefully evaluate the economic ramifications before moving forward with an Ellis Act eviction. We encourage you to contact an experienced San Francisco attorney for expert guidance on how to proceed with an Ellis Act eviction.

What are the post-eviction rental restrictions associated with an Ellis Act eviction?

Owners utilizing the Ellis Act to move forward with an eviction are expected to remove those units from the rental market permanently (or at the very least, for a substantial number of years), and so the laws are designed to disincentivize a premature re-entry into the rental market.

The following restrictions are in place:

- If a unit is vacant at the time of an Ellis Act Eviction, the landlord cannot re-rent it for the next two years. After two years, the landlord may re-rent the unit without further restrictions.
- For tenant occupied units, the landlord is under certain restrictions for the next ten years. Specifically
    - The landlord cannot re-rent the unit for the next two years.
    - After two years, the landlord can re-rent the unit, but they must first offer it back to the original tenants at their rent-controlled rate.
    - After the fifth year a landlord can re-rent the unit but must first offer it back to the original tenants at market rent.
- Ten years after an Ellis Act eviction, a landlord may re-rent any unit without restriction.
- During the ten years following an Ellis Act eviction, a landlord has affirmative, periodic filing requirements with the Rent Board. Consult with a lawyer about these regular filing requirements.

Also noteworthy is that units that have been subjected to an Ellis Act eviction after November 1, 2014 may not be converted into an Airbnb, VRBO or other short-term vacation rental property. This restriction is permanent.

Why should I choose KDV to handle my eviction matter?

We operate a sophisticated real estate legal practice out of our San Francisco office, with attorneys who have extensive experience handling complicated eviction matters on behalf of landlords, management companies, developers and many others.

All too often, individual owners believe that they are equipped to engage with the eviction process unaided, but San Francisco ranks among the most regulated real estate markets in the country, with a complex web of local ordinances and competing interest groups that can interfere with whatever plans you may have originally had for the property.

Simply put, we have demonstrated expertise in the City. Our attorneys have woven themselves into the very fabric of San Francisco real estate law and are particularly well-equipped to represent your interests in difficult eviction matters. Practice Group Attorney Ashley Klein was appointed by Mayor London Breed to serve as one of just two lawyers on the San Francisco Rent Board. This Board plays a major role in influencing eviction law and gives us a front-seat ticket to understanding the future of regulation in the City and what it means for our clients.

When representing clients, we believe that the most effective way to secure a favorable result is to truly understand their goals and limitations. We engage closely with clients as collaborative partners and aim to identify the many different avenues through which they can obtain a favorable result — some of which may not require hostilities with the tenant. Of course, in the event that litigation is necessary, our team is ready and able to try the dispute in the courtroom.

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