

## Sample Just Causes for Eviction

1. Nonpayment of rent, habitual late payment, or frequent bounced checks.
2. Breach (violation) of a term of the rental agreement that has not been corrected after written notice from the landlord.
3. Nuisance or substantial damage to the unit, or “creating a substantial interference with the comfort, safety, or enjoyment of the landlord or other tenants in the building.”
4. Illegal use of the unit.
5. Termination of the rental agreement and the tenant refuses to execute a written extension for materially the same terms.
6. The tenant has, after written notice to cease, refused the landlord access to the unit as required by law.
7. Unapproved subtenant (approval can be either stated or implied) is the only person still remaining in the unit (subtenant holding over).
8. Move-in of the landlord or a close relative of the landlord (if the landlord lives in the building) who will move in within 3 months and live a minimum of 36 months in the unit. Most long-term seniors, disabled tenants or, during the school year, tenants who have resided in the unit for at least a year and have a child residing in the unit have some protection from this type of eviction. The tenant has a right to relocation payments.
9. Sale of a unit which has been converted to a condo. Seniors and permanently disabled tenants cannot be evicted for condo conversions. Other tenants have a right to a 1-year lease or 120 days with relocation payments.
10. Demolition or removal of the unit from housing use with all the necessary permits. The tenant has a right to relocation payments.
11. Capital improvements or rehabilitation with all the necessary permits that allows temporary removal of the unit from housing use. The tenant has the right to re-occupy the unit once the work is completed at the prior rent, adjusted by the Rent Board’s allowable rent increases such as the annual rent increase. The tenant has a right to relocation payments.

12. "Substantial rehabilitation" of a building that is essentially uninhabitable with all the necessary permits. The tenant has a right to relocation payments.
13. Ellis Act evictions which require withdrawal from rental housing use all of the units in the building or a unit detached from another structure on the same lot (e.g. a cottage). Seniors (over 62) and disabled tenants get a one year notice. Tenants evicted for this cause have a right to a relocation payment, and disabled and senior tenants (over 62) get one year notice. All tenants get at least 120 days' notice.
14. Lead abatement as required by the San Francisco Health Code with temporary removal of the unit from housing use for less than 30 days. The tenant has a right to a relocation payment.
15. Demolition or to otherwise permanently remove the rental unit from housing use in accordance with the terms of a development agreement entered into by the City under Chapter 56 of the San Francisco Administrative Code.
16. Good Samaritan Occupancy Status for the tenant expires, and the landlord serves an eviction notice within 60 days after expiration of the status. (The Good Samaritan Occupancy Status is when a tenant loses their home due to a disaster and the landlord rents another temporary unit to the tenant for low rent.)