

Revisions to the 2022 SFAA Residential Tenancy Agreement

Edit Section #2: The tenancy terminates when all occupants permanently vacate the premises.

New Clause #12: Application-Any rental application or related form submitted by a tenant is incorporated herein as though set forth in full. Any misrepresentation contained therein shall be considered a material fraud that may be actionable in any legal proceeding.

Edit Section #15: Use of areas of property exterior or premises- Notwithstanding the separate written agreement between parties confirming the use by tenant of property area or building elements outside the premises, tenant acknowledges that owner retains unilateral control, in owners sole discretion, of said area and/or elements for the benefit of the owner and all current future occupants of the building accordingly, owner may from time to time, change the location of the tenants use of these areas or elements outside the premises that are identified in the written agreement. Tenant confirms the change of location shall not be deemed a reduction in housing services nor a lack of consistency in application of owners' standard operating procedures. The areas include, but are not limited to, those used for parking and storage, or use of areas to accommodate ingress/egress of pets, as well as locations of common area utilities access and the placement of utilities, communications, mailings or technology equipment of any sort, including the designated areas for receipt of packages and other items. Should the area change serve to negate relocation of the use entirely tenant confirms that a rent reduction equivalent to the amount identified in the written agreement in the time of execution shall serve as appropriate for the loss of said use, subject, however to annual increases in the amount equivalent to what is permitted by law.

Clause Change #17: Short term rental section has been changed to section 20 in the lease.

Edit Section #30: Video Surveillance: following language has been added, "and that Tenant has no expectation of privacy in the common areas of the building or the interior of the Premises that can be seen from the common

areas of the building when doors to the Premises are open or window coverings are open or removed. Tenant may not conduct video surveillance or capture video images of the common areas of the building or install “Ring” type devices and equipment outside of the Premises.

New Clause #41: Electricity Safety: Tenant shall not recharge more than one lithium-ion battery powered personal transporter (electric skateboards, kick scooters, self-balancing unicycles, hover boards, and Segways) in the Premises at a time. A GFCI or AFCI outlet or power strip shall be used when charging personal transporters. Tenant shall reduce the risk of fire by never using wall taps or outlet adapters to increase the number of installed outlets available. Tenant shall avoid overloading circuits by ensuring multiple high amperage devices are not plugged into the same outlet. Per the SF Fire Code, extension cords shall not be a substitute for permanent wiring and shall not be routed through walls, ceilings, or floors, or under floor coverings or doors, and shall never be affixed to the Premises. Issues with electrical wiring of the Premises shall be reported to Owner. Tenant shall not alter or tamper with outlets, circuit breakers or wiring at any time.

Edit Section #42: Smoke & Carbon Monoxide Alarms: Most smoke and CO alarms are now 10-year units that no longer require battery changes, but if the alarm in the Premises is battery operated, Tenant is responsible for changing the alarm’s battery as necessary.

New Clause #51: Unit Registration: Tenant acknowledges that the Premises may be in jurisdiction where periodic unit registration is required. Tenant shall cooperate with Owner’s efforts to comply with the requirements of any governmental agency that requires or oversees apartment unit registration. Tenant acknowledges that Tenant’s rent and other information regarding Tenant’s tenancy at the Premises may be requested by the process, placed in the public forum and available for viewing on-line. For example, such information may include, but not be limited to, the following: (i) the name and business contact information of Owner or Owner’s managing agent for the Premises; (ii) the business registration number of the Premises; (iii) the approximate square footage of the Premises, including the bedrooms and

bathrooms within the Premises; (iv) the date that the tenancy at the Premises commenced; (v) the base rent of the Premises, and whether the base rent includes specified utilities such as water/sewer, refuse/recycling, natural gas, etc.; (vi) vacancies or occupancies that have occurred withing the Premises during the 12 months; and (vii) any other information that the Rent Board deems appropriate. Tenant shall cooperate with Owner's efforts to annually supply required unit registration information, including permitting access to the Premises as needed in order to compile information sought during the annual registration process.

New Clause #53: Neighborhood Disclosure language has been added: Tenant understands and agrees that neighborhood conditions are not under the control of the Owner, and changes to neighborhood conditions from traffic, construction or other causes shall not be considered a basis for a claim of decrease in housing services. The same is true of the conduct of other occupants in, or visitors to, the building. While Owner will seek enforcement of building rules and standards in an even-handed manner and to a reasonable degree, the conduct of other people in lifestyle and personal interactions with Tenant is beyond the control of Owner and shall not be considered a basis for claim of decrease in housing services.

Edit Section #55.3: Parking: There shall be no living or residency activities in the parking areas.

Edit Section #56: Attorney Fees: In any unlawful detainer or eviction/ejectment proceeding, each side shall bear their own attorney's fees and court costs.

New Notification #58: Mold Notification and EPA Booklet

New Clause #61: Agreement: Owner and Tenant acknowledge and agree that the drafting of the Agreement was the product of negotiations. The Agreement shall not be construed against either Owner or Tenant on the ground that such person authored or drafted the Agreement.

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties except that Owner may change terms of the tenancy and the Agreement pursuant to Civil Code Section 827. If Owner changes a term of the tenancy pursuant to Section 827, then by remaining in possession of the Premises when the change takes effect, Tenant is deemed by such affirmative act to have consented to the change.