San Francisco Residential Rent Stabilization and Arbitration Board

NOTE: If your building was constructed after June 13, 1979, the rental unit is not subject to the Rent Ordinance and we cannot process your petition.

Rent Board Date Stamp

SUBTENANT PETITION

Use this form only if you pay rent to a master tenant rather than to the owner or manager.

⬇Rental Unit Information⬇

_____ San Francisco, CA _____
Street Number of Unit | Street Name | Unit Number | Zip Code

_____ _____ _____
Name of Building Complex (If Applicable) | Entire Building Address (lowest & highest numbers) | Number of Units

Was the building constructed before June 13, 1979? ☐ Yes ☐ No ☐ Don't Know

The monthly rent I pay to the master tenant is: $_____

The total monthly rent received by the owner or manager for the unit is: $_____

Please list the case numbers of prior relevant Rent Board petitions: _____

⬇Subtenant Information⬇

First Name | Middle Initial | Last Name

Mailing Address: Street Number | Street Name | Unit Number | City | State | Zip Code

Primary Phone Number | Other Phone Number

⬇Subtenant Representative Information⬇ ☐ Attorney ☐ Non-attorney Representative ☐ Interpreter

First Name | Middle Initial | Last Name

Mailing Address: Street Number | Street Name | Unit Number | City | State | Zip Code

Primary Phone Number | Other Phone Number

⬇Master Tenant Information⬇

First Name | Middle Initial | Last Name

Mailing Address: Street Number | Street Name | Unit Number | City | State | Zip Code

Primary Phone Number | Other Phone Number

517 Subtenant Petition 10/11

SUBTENANT PETITION

PLEASE CHECK THE APPLICABLE BOX BELOW AND ATTACH ALL RELEVANT EVIDENCE THAT SUPPORTS YOUR CLAIM THAT THE AMOUNT OF RENT IS UNLAWFUL*

☐ **A.** **For Partial Sublets Only:**
I share the rental unit with the master tenant, who is charging me more than a proportional share of the total rent, in violation of Rules and Regulations Section 6.15C(3).

☐ **B.** **For Sublet of Entire Unit Only:**
The master tenant sublets the entire unit and does not occupy the unit. The rent I was charged by the master tenant at the beginning of my subtenancy, either individually or in combination with other subtenants, is more than the master tenant pays the owner/manager, in violation of Rent Ordinance Section 37.3(c).

I believe my rent is excessive because:

_____

_____

_____

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* If you are claiming that the master tenant substantially decreased housing services or failed to perform requested maintenance and repairs that are required by law, you must also attach Tenant Petition Form A and/or Tenant Petition Form B to this Subtenant Petition.

INFORMATION REGARDING SUBTENANT PETITIONS

Who Is a Subtenant?

If you are not a party to the rental agreement with the property owner/manager but you pay rent to a master tenant, you are a subtenant and the master tenant is your landlord. Since you do not have a landlord-tenant relationship with the owner/manager, you must assert any claims concerning your rent against the master tenant.

A. FOR PARTIAL SUBLETS ONLY (where a subtenant shares the unit with the master tenant):

Claims Regarding Disproportional Rent Under Rules and Regulations Section 6.15C(3)

A master tenant who shares a rental unit with one or more subtenants cannot charge any subtenant more than a proportional share of the total rent the master tenant pays to the owner/manager. For tenancies that commenced after May 24, 1998, the master tenant is required to provide each subtenant a written disclosure of the amount of rent the master tenant is obligated to pay the owner/manager, prior to commencement of the subtenancy. [Rules and Regulations Section 6.15C(2)] Any subtenant who believes that s/he is paying more than his or her proportional share of the total rent may file a Subtenant Petition against the master tenant for adjustment of the rent and a refund of past overpayments.

The master tenant may calculate the subtenant's allowable proportional share of the total rent based on the number of occupants or bedrooms, or the square footage of exclusively occupied living space. In addition, housing services provided by the master tenant (such as furnishings, utilities, parking, storage, cable or internet) can be taken into account. An increase in the number of occupants should decrease the subtenant's proportional share of rent, but a decrease in the number of occupants cannot result in an increase in the subtenant's proportional share of rent absent the agreement of the subtenant.

If the total rent paid by the master tenant to the owner/manager increases due to a lawful rent increase or passthrough, the subtenant's share of the rent may be increased even if it has been less than 12 months since the last rent increase, as long as the subtenant's share remains proportional. Similarly, if the total rent owed to the owner/manager by the master tenant decreases, the subtenant's proportional share of rent should be decreased accordingly.

B. FOR SUBLET OF ENTIRE UNIT ONLY:

Claims Under Ordinance Section 37.3(c) for Sublet of the Entire Rental Unit

Where a master tenant sublets the entire unit to one or more subtenants and does not occupy the unit, the master tenant may not charge the subtenant(s) more rent upon their initial occupancy than the total rent which the master tenant is paying to the owner/manager. For tenancies that commenced after May 24, 1998, the master tenant is required to provide each subtenant a written disclosure of the amount of rent the master tenant is obligated to pay the owner/manager, prior to commencement of the subtenancy. [Rules and Regulations Section 6.15C(2)] If a subtenant believes that the initial rent paid to the master tenant, either individually or in combination with other subtenants, is more than the master tenant is paying to the owner/manager, he or she may file a Subtenant Petition against the master tenant for adjustment of the rent and a refund of past overpayments.

NOTE: Where a master tenant incurs out-of-pocket expenses such as utilities that are not paid by the owner/manager, an agreement by the subtenant(s) to share these expenses proportionally is permissible, even though it may result in a total payment to the master tenant that exceeds the rent paid to the owner/manager.