



EAST PALO ALTO EVICTION MORATORIUM

Addendum to Notice re: San Mateo County Emergency Regulation 2020-001

The City of East Palo Alto and the County of San Mateo have each adopted laws that establish a temporary prohibition on certain residential evictions until May 30, 2020. Specifically, both the City and the County have adopted laws that prohibit any landlord in the City of East Palo Alto to attempt to evict a Tenant in either of the following situations: (1) for non-payment of rent if the Tenant demonstrates that inability to pay rent is due to the COVID-19 pandemic or the federal, state or local government response to the COVID19 pandemic, or (2) for a no-fault termination of tenancy as defined herein unless necessary for the health and safety of the Tenant, other residents of the building at which the Tenant resides, or the Landlord, or the Landlord's family.

Under these laws, East Palo Alto landlords must first provide the affected Tenant(s) with written notice of these laws prior to taking any action to endeavor to evict a Tenant for non-payment of rent or under any circumstance that constitutes a no-fault termination of tenancy. To facilitate the issuance of these required notices, the City of East Palo Alto has added this notice, as an addendum to the County's notice, so landlords can comply with both laws if the landlord decides to pursue a termination of tenancy while the laws are in effect.

NOTE: Although the City and the County laws are similar, the City version includes the following differences (indicated below in underline):

1. **Section 2 (Applicability)** – The City's law applies to eviction notices based on non-payment of rent and no-fault termination of tenancy and unlawful detainer actions based on such notices, served, filed, or expiring on or after the date of adoption of this Ordinance through the Termination Date.
2. **Section 4(c)** – The City's law provides a 30-day period for a Tenant to provide the Tenant's Landlord notice and documentation of the Tenant's inability to pay full rent due to COVID-19 or the government's response thereto.
3. **Section 4(d)** – The City's law provides Tenants 180 days following termination of the State of Emergency to repay any Delayed Payments.

NOTE: Landlords are still required to issue a three-day notice for non-payment that complies with state law and local rent control laws and regulations before starting any court action for unlawful detainer for no payment of rent.

A complete copy of the City's Moratorium Ordinance can be found at the following link:
www.cityofepa.org/RSPcovid-19

Landlords shall provide this City Notice as a cover page to the County Notice prior to taking any action to endeavor to evict a Tenant for non-payment of rent or under any circumstance that constitutes a no-fault termination of tenancy.



NOTICE RE: SAN MATEO COUNTY EMERGENCY REGULATION 2020-001

On March 24, 2020, the San Mateo County Board of Supervisors adopted Emergency Regulation 2020-001, which places a temporary Countywide moratorium on evictions from residential units for (1) non-payment of rent by tenants directly impacted by the novel coronavirus (COVID-19) pandemic; and (2) certain no-fault causes unless the eviction is necessary for the health and safety of the tenant, other residents in the tenant's building, the landlord, or the landlord's family.

The Emergency Regulation will be effective until May 31, 2020, unless it is extended by the Board of Supervisors. The Emergency Regulation is Countywide, which means it applies in all cities located within the County as well as in the unincorporated area.

While the Emergency Regulation remains in effect, if a tenant does not make a rent payment when it is due and the landlord wishes to move forward with an eviction for that failure to timely pay rent, the landlord must first send the tenant a copy of this "Notice Re: San Mateo County Emergency Regulation 2020-001".

After the landlord provides the tenant with a copy of this Notice, the tenant has **14 days** to **(1)** notify the landlord in writing (e.g., letter, email or text message) that the tenant cannot pay the rent in full and on time if the tenant's ability to timely pay the full rent has been directly impacted by COVID-19, and **(2)** provide the landlord with documentation showing that the tenant's inability to pay is directly due to COVID-19 or the government's response to COVID-19, such as bank statements, pay stubs or statements under oath attesting to circumstances of inability to pay.

Examples of ways that a tenant's ability to pay rent may be directly impacted by COVID-19 include the following:

- increased out-of-pocket medical costs related to COVID-19
- loss of household income as a result of being sick with COVID-19 or as a result of caring for a household or family member who is sick with COVID-19
- loss of income because of a lay-off, loss of hours, loss of business, or other income reduction resulting from COVID-19, or in order to comply with the local shelter-in-place order issued by San Mateo County Health Officer, the statewide shelter-in-place order issued by the Governor, or any other order or recommendation from a government agency to stay home, self-quarantine, or avoid congregating with others
- inability to work because of the need to care for minor children affected by school, pre-school and/or childcare closures.

To be eligible for protection under the Emergency Regulation, tenants must make partial monthly rent payments if they are able. However, a tenant has **up to 180** days after the Emergency Regulation expires to pay the full amount of rent payments missed as a direct result of COVID-19.

Within **90 days** after the Emergency Order expires, the tenant must pay the full amount of missed payments, if able to do so. If the tenant is still unable to do so as a direct result of COVID-19, the tenant must provide the landlord another written notice and additional documentation to extend the payment date an additional **30 days**. The tenant may provide additional written notices and documentation **every 30 days** to further extend the deadline, **but under no circumstances is the landlord required to extend the deadline beyond 180 days after the Emergency Regulation expires**. The landlord cannot charge or collect a late fee for any missed payment covered by this Emergency Regulation.

The Emergency Regulation does **not** relieve the tenant of the obligation to pay current rent as it comes due after the Emergency Regulation expires.

In addition to protections against evictions based on non-payment of rent, the Emergency Regulation also temporarily suspends a landlord's ability to evict a tenant for reasons not based on the alleged fault of the tenant (i.e., no-fault evictions), **except** evictions that are **(1)** necessary for the health and safety of the tenant, other residents in the tenant's building, the landlord, or the landlord's family; or **(2)** based on the intent to occupy the residential real property by the landlord or the landlord's family.

A tenant can raise the Emergency Regulation as an affirmative defense to any unlawful detainer action initiated by a landlord in violation of the Regulation. In addition, if a landlord knowingly violates the terms of the Emergency Regulation, a tenant may bring an action against the landlord and recover money damages, including damages for mental or emotional distress. The Emergency Regulation makes clear, however, that any action taken by a landlord to evict a tenant will not be considered a violation where the action was taken before the tenant provided the landlord a written notice of inability to pay full rent due and supporting documentation, provided that the landlord does not take any further actions to evict the tenant after receiving the written notice and documentation.

A complete copy of Emergency Regulation 2020-001 can be found at the following link:

<https://housing.smcgov.org/covid-19-smc-eviction-regulations>

Dear _____,

You are receiving this notice because you are a tenant/tenants residing at _____ . Rent in the amount of \$ _____ is due as of _____ for the month(s) of _____ 2020 unless you promptly (1) notify the landlord in writing at the contact information below that the stated amount of rent due or a portion of it is covered by San Mateo County Emergency Regulation 2020-001 described in the above notice (*and the East Palo Alto Moratorium Ordinance*); and (2) provide the landlord documentation to support that claim.

Please consult the "Notice Re San Mateo County Emergency Regulation 2020-001" for more information.

LANDLORD INFORMATION:

Landlord Name: _____ Contact Person: _____

Address: _____ City: _____ State: ___ Zip Code: _____

Mobile Phone Number: _____ E-mail: _____

Sincerely,
