



*Housing*

# Webinar on Amendments to the Eviction Moratorium Ordinance and Extension of Moratorium

**May 28, 2020**

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Housing Department



# Overview of Eviction Moratorium

- Prohibits evictions for all residential units and mobilehomes
- Includes single family homes, duplexes, condos, rent stabilized and market rate apartments



# Tenant Form to Demonstrate Reduced Income Due to COVID-19

## Require tenants to:

- **Notify** landlord that tenant's income has been reduced substantially due to COVID-19
- **Provide** documentation of impact
- **Be responsible** for past due rent

**CITY OF SAN JOSE**  
CAPITAL OF SILICON VALLEY  
Housing

### NOTIFICATION TO LANDLORD OF EVICTION PROTECTION DUE TO COVID-19

The City of San José enacted an eviction moratorium that took effect March 18, 2020. The moratorium stops residential evictions for nonpayment of rent when a tenant's income has been substantially impacted by COVID-19. The moratorium runs through June 30, 2020, and the City of San José may extend it beyond that date.

If a landlord initiates an eviction for nonpayment of rent during the moratorium, the tenant should notify the landlord of her/his intention to stop the eviction. The City recommends tenants notify their landlords immediately upon receiving a landlord's Notice of Termination. The City also recommends notifications be made by email or in writing, and tenants keep copies of the notifications. The following is an example of a notification:

*My name is John Doe. I live at 123 Main Street, apt 45, in San José. I intend to seek protection against eviction for nonpayment of rent under the San José eviction moratorium.  
My income has been impacted substantially due to COVID-19.*

**TENANT IS ENCOURAGED TO COMPLETE THE SECTION BELOW AS SOON AS POSSIBLE AND PROVIDE IT TO THEIR LANDLORD NO LATER THAN WHEN SERVED WITH AN UNLAWFUL DETAINER.**  
*Tenant should keep a copy of this form.*

An unlawful detainer is a legal demand from a landlord, or a landlord's attorney, for a tenant to move out of a rental unit.

#### Tenant Information

First Name		Last Name			
San José		CA			
Street Address		City		State Zipcode Unit #	

**COVID-19 IMPACT:** My income has been substantially impacted by COVID-19 due to the following (select one):

Job loss  Missing work to care for a child due to school closure  
 Reduction of hours  State or local emergency action that prevents me from working  
 Other: \_\_\_\_\_

**DOCUMENTATION:** I am providing the following documentation of my substantial loss of income (select all that apply):

Letter from employer citing COVID-19 as a reason for reduced work hours or termination  
 Paycheck stubs from before and after the COVID-19 outbreak  
 Bank statements showing financial situation before and after the outbreak  
 Other proof of substantial loss of income: \_\_\_\_\_

**Documentation for items selected above is attached:**  Yes  No

**Tenant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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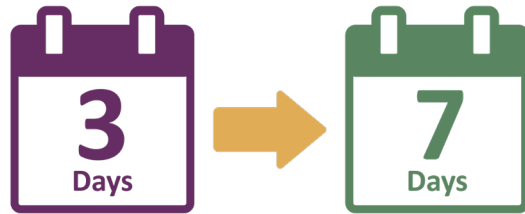


# Overview of Approved Amendments

- Extend the tenant notification period
- Provide harassment and retaliation protections
- Late fees and interest prohibited
- Affected tenant also includes being impacted by COVID-19
- Affidavit to document loss of income for undocumented residents
- Rent repayment period
- Extension of the Eviction Moratorium
- Reduction in Rent Stabilization Program per unit fees for owners



# Approved Amendments



**Extend the tenant notification period**



**Provide harassment and retaliation protections**



**Late fees and interest prohibited**



# Approved Amendments (Cont'd)



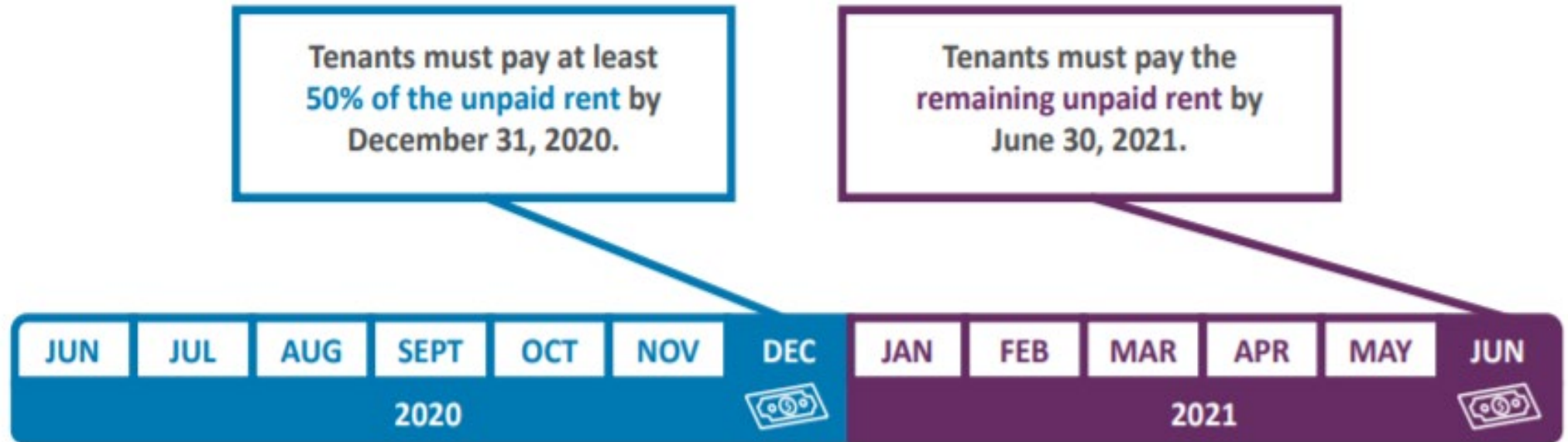
Affected tenant also includes being impacted by COVID-19

A screenshot of a form titled "2020 AFFIDAVIT OF SUBSTANTIAL LOSS OF INCOME PAGE 1" from the City of San Jose. The form includes sections for "WHO SHOULD BE USING THIS FORM:", "Affidavit of Affected Tenant" with fields for First Name, Last Name, Date, Address of Residence, City, State, Zipcode, and Unit #, "INCOME SOURCE:", "Check if Applicable" with checkboxes for Job Loss and Reduction of Hours, and a "Declaration Explaining Substantial Income Loss Due to COVID-19" section with multiple lines for text. At the bottom, it lists contact information for the San Jose Housing Department.

Affidavit to document loss of income for undocumented residents



# Approved Amendments (Cont'd)



## Rent Repayment Period



# Disclosure of Rights for Voluntary Rent Repayment Agreement

**DISCLOSURE OF RIGHTS FOR COVID-19 VOLUNTARY RENT REPAYMENT AGREEMENT**

Prior to asking tenants to sign Voluntary Rent Repayment Agreements, landlords must provide tenants with this disclosure about tenant rights and responsibilities under the City of San José COVID-19 Eviction Moratorium Ordinance ("Ordinance").

The moratorium runs through June 30, 2020, and the City Council may extend it.

Under the Ordinance, the City Council has activated an eviction moratorium that temporarily stops residential evictions of Affected Tenants for failing to pay rent when their incomes have been reduced or lost due to COVID-19. An Affected Tenant is a Tenant or Tenant Household, or Mobilehome Owner, who has suffered a substantial loss of income as a result of the COVID-19 pandemic or a government action related to the pandemic.

While Affected Tenants cannot be evicted during the moratorium for failure to pay rent, this Ordinance does not reduce or eliminate a tenant's obligation to pay rent. If the Temporary Eviction Moratorium ends on June 30, 2020, as currently scheduled, Affected Tenants will be required to meet the following repayment deadlines for any unpaid rent that accrued during the Temporary Eviction Moratorium.

Tenants must pay at least 50% of the unpaid rent by December 31, 2020.

Tenants must pay the remaining unpaid rent by June 30, 2021.

During the repayment period, landlords may not charge late fees, interest or penalties for the unpaid rent that accrued during the eviction moratorium. Retaliation or harassment against Affected Tenants for invoking their rights under the moratorium is prohibited.

Tenant should keep a copy of this form.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**DIVULGACIÓN DE DERECHOS PARA EL ACUERDO DE REEMBOLSO VOLUNTARIO DE ALQUILER DE COVID-19**

**THÔNG BÁO QUYỀN LỢI TRƯỚC KHI KÝ ĐƠN THỎA THUẬN ĐỂ TRẢ TIỀN NỢ MƯỢN NHÀ DO ẢNH HƯỞNG VÌ BỆNH COVID-19**

Antes de pedir a los inquilinos que firmen Acuerdos de Pago de Alquiler Voluntario, los propietarios deben proporcionar a los inquilinos esta divulgación con información sobre los derechos y responsabilidades del inquilino bajo la Ordenanza de Moratoria de Desalojo de la Ciudad de San José COVID-19 ("Ordenanza").

Trước khi người mượn nhà đồng ý ký Đơn Thỏa Thuận Để Trả Tiền Nợ Mượn Nhà, người chủ nhà phải cho người mượn nhà thông báo này về quyền lợi dưới Đạo Luật Cấm Đuổi Ra Người Mượn Nhà do ảnh hưởng vì bệnh COVID-19 của Thành Phố San Jose.

Bajo la Ordenanza, el Consejo ha activado una moratoria de desalojo que detiene temporalmente los desalojos residenciales de los inquilinos afectados por no pagar el alquiler cuando sus ingresos se han reducido o perdido debido a COVID-19. Un inquilino afectado es un inquilino o inquilino de hogar, o propietario de casa móvil, que ha sufrido una pérdida sustancial de ingresos como resultado de la pandemia COVID-19 o una acción del gobierno relacionada con la pandemia.

Đạo luật này cấm người chủ nhà đuổi người mượn nhà đang bị ảnh hưởng tài chính vì mất việc hoặc giảm thu nhập do bệnh COVID-19 và không đủ khả năng trả tiền nhà. Người mượn nhà bị ảnh hưởng bao gồm những ai mượn nhà hoặc chủ nhà của nhà di động mà đã bị ảnh hưởng tài chính do bệnh vì COVID-19.

La moratoria se extiende hasta el 30 de junio de 2020, y el Consejo puede extenderla.

Tuy được bảo vệ dưới đạo luật này, người mượn nhà vẫn có trách nhiệm để trả tiền nhà. Đạo luật này không có giảm tiền nhà hoặc miễn tiền mượn nhà. Sau khi Đạo Luật này hết hạn ngày 30 tháng 6 năm 2020, người mượn nhà cần phải tiếp tục đáp ứng với các thời hạn để trả tiền mượn nhà đang nợ.

Aunque los inquilinos afectados no pueden ser desalojados durante la moratoria por no pagar el alquiler, esta Ordenanza no reduce o elimina la obligación de un inquilino de pagar el alquiler. Si la Moratoria de Desalojo Temporal termina el 30 de junio de 2020, como está programada actualmente, los inquilinos afectados deberán cumplir con los siguientes plazos de reembolso para cualquier alquiler no pagado que se haya acumulado durante la Moratoria Temporal de Desalojo.

• Los inquilinos deben pagar al menos el 50% del alquiler no pagado antes del 31 de diciembre de 2020.

• Los inquilinos deben pagar el alquiler pendiente restante antes del 30 de junio de 2021.

• Người mượn nhà phải trả ít nhất 50% của tiền nhà đang nợ trước ngày 31 tháng 12 năm 2020.

• Sau đó, người mượn nhà phải trả tiền nhà đang nợ còn lại trước ngày 30 tháng 6 năm 2021.

Durante el periodo de pago, los propietarios no pueden cobrar cargos por pagos atrasados, intereses o multas por el alquiler no pagado que se acumuló durante la moratoria del desalojo. Se prohíben las represalias o el acoso contra los inquilinos afectados por invocar sus derechos bajo la moratoria.

Trong thời gian người mượn nhà đang trả tiền nhà đang nợ, người chủ nhà không thể tính thêm lệ phí, tiền phạt, hoặc tính tiền lãi. Đạo Luật này cấm sự đe dọa hoặc làm tổn hại người mượn nhà.

El inquilino debe conservar una copia de este formulario.  
Người mượn nhà nên lưu lại thông báo này.

Firma / Chữ ký của người mượn nhà: \_\_\_\_\_ Fecha / Ngày: \_\_\_\_\_

Firma / Chữ ký của người mượn nhà: \_\_\_\_\_ Fecha / Ngày: \_\_\_\_\_

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# Extension of the Eviction Moratorium

One-month extension from 5/31/2020 to 6/30/2020

	MAR	APR	MAY	JUNE
City		3/17	5/31	Approved to extend 6/30
County		3/24	5/31	
State		3/27	5/31	



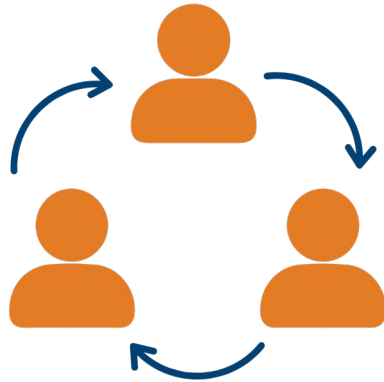
# Reduction in Rent Stabilization Program Per Unit Fees for Owners



	<b>Apartment Rent Ordinance Fee</b>	<b>Tenant Protection Ordinance Fee</b>	<b>Mobilehome Rent Ordinance Fee</b>
<b>2019-2020 Fee Levels</b>	<b>\$85.04</b>	<b>\$8.76</b>	<b>\$24.24</b>
<b>Proposed 2020-2021 Fee</b>	<b>\$55.00</b>	<b>\$5.45</b>	<b>\$20.00</b>
<b>Percent Reduction for 2020-2021</b>	<b>35%</b>	<b>37%</b>	<b>17%</b>

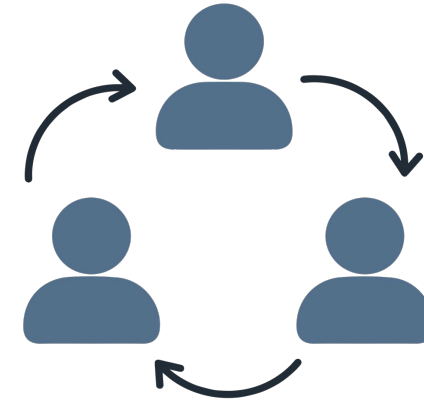


# Access to Mediation Programs



## Santa Clara County Pilot Partnership

For affected tenants, mobilehome residents, owners, and mobilehome park owners



## Rent Stabilization Program

Tenants and owners covered by the Apartment Rent Ordinance





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