



Housing

Webinar on the Eviction Moratorium Ordinance Extension & Overview

July 7, 2020

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Deputy Director

Housing Department

Overview of Eviction Moratorium

- Prohibits evictions for affected tenants
- No harassment or retaliation

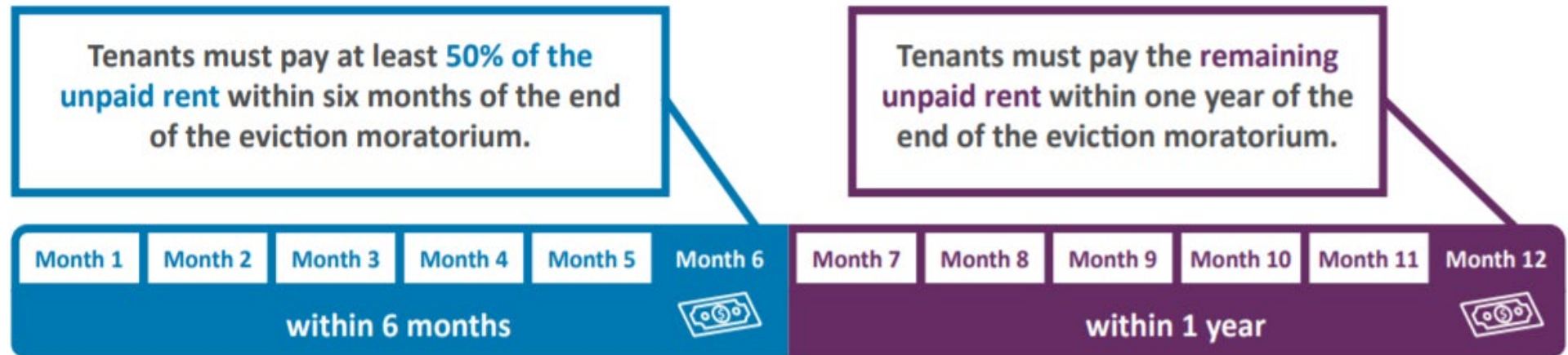


Extension until August 31, 2020


	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	
City		3/17		6/30		Extension until 8/31		
County		3/24					8/31	
State		3/27						9/30



1 Year Repayment Period



Disclosure of Rights for Voluntary Rent Repayment Agreement

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

Housing

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 August 31, 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 August 31, 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. A repayment period was established for tenants to pay the unpaid rent that accrued during the eviction moratorium. Tenants must pay at least 50% of the unpaid rent within six months of the end of the eviction moratorium. The remaining 50% must be paid within one year of the end of the eviction moratorium.

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Tenants must pay the remaining unpaid rent within one year of the end of the eviction moratorium.



Month 1 Month 2 Month 3 Month 4 Month 5 Month 6 Month 7 Month 8 Month 9 Month 10 Month 11 Month 12


within 6 months within 1 year

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: _____

 San José Housing Department • Rent Stabilization Program
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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.

Mientras 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 31 de agosto 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.

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 31 tháng 8 năm 2020, người mượn nhà cần phải tiếp tục đáp ứng với các thời hạn để trả tiền mượn nhà đang nợ.

La moratoria se extiende hasta el 31 de agosto de 2020, y el Consejo puede extenderla.

Đạo luật này hiệu lực cho đến ngày 31 tháng 8 năm 2020 và có thể được gia hạn.

Los inquilinos deben pagar al menos el 50% del alquiler no pagado de la renta impaga dentro de los seis meses posteriores al final de la moratoria de desalojo.

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El 50% restante debe pagarse dentro del año posterior a la finalización de la moratoria de desalojo.

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 khó dễ người mượn nhà.


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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: _____

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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 **August 31, 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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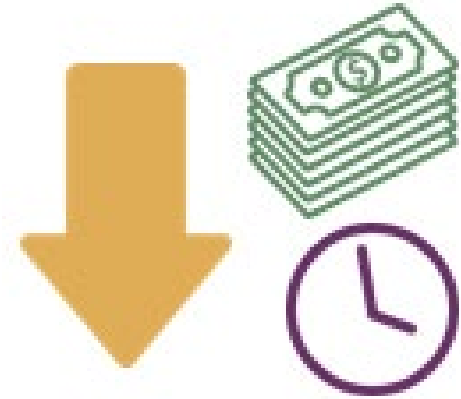
Tenant Form: Examples of Documentation



Employer letter
with reduced work
hours or
termination



Paycheck stubs
from before &
after the COVID-
19 outbreak



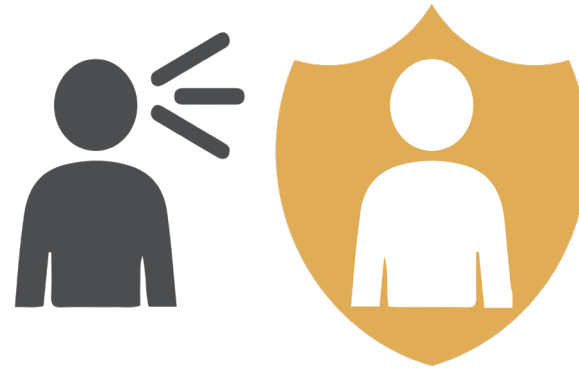
Bank statements
showing financial
situation before
and after the
outbreak



Provisions



**7 day tenant
notification
period**



**Harassment &
retaliation
protections**



**Late fees &
interest prohibited**



Provisions (Cont'd)



Affected tenant also includes being impacted by COVID-19

2020 AFFIDAVIT OF SUBSTANTIAL LOSS OF INCOME PAGE 1

WHO SHOULD BE USING THIS FORM:
Tenants affected by the COVID-19 pandemic, who are unable to provide other objectively verifiable evidence of their COVID-19 related job or income losses may use this form as documentation to demonstrate that you are a tenant who has been financially impacted by COVID-19 and do not have any documentation from your employer or your income, reduction in work hours, or job loss. Tenants who are participating in the non-traditional economy, and who may not have traditional methods of documentation of their status as affected by COVID-19 are encouraged to use this template.
Traditional methods of documentation include paycheck stubs, bank account comparisons illustrating a decrease in income and letters from an employer regarding decrease in hours or a layoff. If a tenant does not have traditional methods of documentation, the tenant may submit this form to landlords in the place of providing the above mentioned objectively verifiable documentation.

Affidavit of Affected Tenant

First Name _____ Last Name _____ Date _____
City _____ State CA _____ Zipcode _____ Unit # _____

INCOME SOURCE: _____

Check if Applicable:
 Job Loss Reduction of Hours

Declaration Explaining Substantial Income Loss Due to COVID-19

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Affidavit to document loss of income for undocumented residents



Reduction in Rent Stabilization Program Per Unit Fees for Owners



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



Access to Mediation Programs



Santa Clara County Pilot Partnership

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



Housing

Rent Stabilization Program

Tenants and owners covered by the Apartment Rent Ordinance



About the Pilot Mediation Program



**Online Neutral
Platform**



**Request Mediation
through Rent
Stabilization Program**



Free of Charge



Pilot Mediation Program: Eligibility Requirements



**Tenancy covered
by Eviction
Moratorium**



**Meet the definition
of "affected tenant"
due to COVID-19**



**Meet tenant
notification
requirement to
landlord**



Pilot Mediation Program: Types of Conflicts



Tenant and landlord issues
including non-payment of
rent, health & safety concerns,
security deposits



Individual Disputes
disagreements between
housemates & roommates





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