COMMUNITY LEGAL SERVICES IN EAST PALO ALTO

LEGAL AID SOCIETY OF SAN MATEO COUNTY

SAN MATEO COUNTY EMERGENCY EVICTION MORATORIUM FREQUENTLY ASKED QUESTIONS

On March 24, 2020, the San Mateo County Board of Supervisors unanimously enacted an emergency eviction moratorium to temporarily protect tenants from being displaced from their homes during the ongoing COVID-19 public health crisis. The emergency eviction moratorium protects eligible tenants against COVID-19 related nonpayment of rent and no-fault evictions. Please read these FAQs for more detailed information on the emergency eviction moratorium, who is protected, and how eligible tenants should make delayed payments in accordance with the law.

1. Who is an "eligible tenant" protected by this emergency eviction moratorium?

Eligible tenants include those whose income and ability to pay rent have been affected by the COVID-19 pandemic. You may be protected by the emergency eviction moratorium if you experienced any of the following:

- Loss of income as a result of being sick with COVID-19, or caring for a household or family member who is sick with COVID-19
- Loss of income as a result of a layoff, loss of hours, loss of business, or other income reduction resulting from COVID-19
- Loss of income due to compliance with the San Mateo County Shelter-in-Place Order or recommendation from a government agency to stay at home, self-quarantine, or avoid contact with others
- Loss of income as a result of having to care for minor children who were affected by school, pre-school, and/or childcare closures
- Incurred substantial medical costs related to COVID-19
- Suffered any other substantial financial hardship caused directly by COVID-19 or the governmental response to the COVID-19 pandemic

If your income or ability to pay rent has been affected by the COVID-19 pandemic, you must notify your landlord and provide documentation demonstrating the relationship between your inability to pay rent and COVID-19. The law also requires that you pay some portion of the rent, if you can afford to.

Please be aware that the emergency eviction moratorium does not provide protection for *all* nonpayment of rent — the inability to pay rent must be related to or a result of the COVID-19 pandemic or any governmental response to the COVID-19 pandemic.

Eligible tenants also include those who receive a “no-fault” eviction notice after March 24, 2020 or those who received a no-fault eviction notice prior to March 24, 2020 that has not yet expired. However, the tenant is not protected when an eviction is initiated because either the landlord or the landlord’s family needs to move into the property. Tenants can still be evicted for violating their lease.

2. I lost income as a result of COVID-19. How do I inform my landlord that I am unable to pay my rent?

Your landlord must first provide you with a written notice that will explain: (1) the amount of rent you owe, (2) that the rent is due unless you can establish in writing and through documentation that you are unable to pay rent for a reason related to COVID-19 within the applicable deadline, and (3) that you must notify your landlord as soon as possible that you are unable to pay rent.

Once you receive the written notice explaining your right to make a delayed payment, **you must inform your landlord in writing that you are unable to pay the rent and provide supporting documentation within fourteen (14) days**. Providing notice and supporting documentation to landlords beyond the 14 days is only acceptable in limited circumstances. **You may inform your landlord and provide documentation by writing a letter, sending an email, or sending a text message to your landlord or your landlord’s representative.** Ask a legal aid attorney for advice if you are unsure how to do this.

3. What kind of documentation do I need to provide my landlord to demonstrate that I cannot pay the rent as a result of COVID-19, and when do I need to provide it?

An eligible tenant must provide supporting documentation to show they cannot pay the amount of rent due because they were impacted by the COVID-19 pandemic **within fourteen (14) days** of receiving the written notice from the landlord.
Start collecting this documentation early! You need to provide it to your landlord as soon as possible, and will need to provide additional documentation later on if you need more time to pay your rent.

Acceptable documentation may include, but is not limited to:

- Letter or note from your job stating that you have been laid off, that your hours have been reduced, or that your place of business is closed due to COVID-19
- Letter or text message from your child’s school/pre-school/daycare regarding closures
- Text message or email from your employer asking you not to come to work

- Photo showing your place of employment is closed due to COVID-19
- Screenshots from Uber, Lyft, Instacart, DoorDash, etc. applications showing that you have experienced reduced income
- Pay stubs or copies of paychecks for a few months showing that your income has been reduced
- Medical documentation related to COVID-19
- Receipts for medical costs related to COVID-19
- A signed declaration under penalty of perjury certifying the reason why you have experienced a reduced income or difficulty paying your rent as a result of COVID-19 or the governmental response to COVID-19

The law requires that any medical or financial information provided to a landlord must be kept confidential and only used for the sole purpose of evaluating the tenant's claim for eligibility under the emergency eviction moratorium.

4. If I am an eligible tenant, do I still have to pay my rent?

Yes. The emergency eviction moratorium does not relieve you of your responsibility to pay rent. If you are able to pay some portion of your rent, you must pay whatever amount you can (this amount will not be considered a "delayed payment").

After the emergency eviction moratorium expires, you have at least 90 days but no more than 180 days to pay back the full amount of rent that you owe. If you are able to pay the full amount of rent due within ninety (90) days after the emergency eviction moratorium expires, or get help from an organization to pay the rent, then you must do so. During this period of time you will not be considered to be in default of your rent payment obligations, but your landlord can begin to seek the full amount of rent that you owe after the emergency eviction moratorium expires.

If, after 90 days you remain unable to pay the full amount of rent due, then you must provide your landlord with an additional written notice and documentation to demonstrate that you need an additional 30 days to pay the full amount of rent due. You may provide additional written notice and documentation every 30 days to further extend the deadline to pay the full amount of rent due, but landlords are not required to extend the deadline beyond 180 days (6 months) after the expiration of the eviction moratorium.

5. If I am an eligible tenant and have to make a Delayed Payment, can my landlord charge me late fees?

No, your landlord cannot charge or collect a late fee for any delayed payment made pursuant to the emergency eviction moratorium.

6. Does this emergency eviction moratorium apply everywhere in San Mateo County?

Yes, the emergency eviction moratorium applies to all incorporated cities and unincorporated areas within San Mateo County. If you live in Santa Clara County, there is an eviction moratorium there as well.

That means that if you are an eligible tenant and live in any of the following areas, you are protected by the San Mateo County eviction moratorium: Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, Woodside.

7. I live in a garage, rent a room, or live in an illegal rental unit. Does this emergency eviction moratorium protect me?

Yes. The emergency eviction moratorium applies to every residential tenant in San Mateo County, regardless of the type of unit they live in or how long they have lived there.

8. I received a no-fault eviction notice from my landlord prior to March 24, 2020. Am I protected by this emergency eviction moratorium?

Yes, you are protected if the no-fault eviction notice expires after March 24, 2020, provided that you did not receive an eviction notice because your landlord or your landlord's family needs to move into the property.

No-fault eviction notices that you do not have to comply with during the state of emergency include:

- Eviction notices that give you 30, 60, or 90 days to move out without giving you a reason
- Eviction notices stating that the lease has expired and the tenant continues to occupy the property
- Eviction notices stating that you provided notice to the landlord that you would move out but you failed to do so
- Eviction notices stating that the landlord is complying with an order issued by a government agency or court relating to habitability
- Eviction notices stating that the landlord is complying with an order issued by a government agency or court to vacate the property

- Eviction notices stating that the landlord is complying with a local ordinance that requires you to move out
- Eviction notices stating that the landlord intends to demolish or substantially remodel the property
- Eviction notices stating that the landlord wants to sell the property

If you received any of these “no-fault” eviction notices prior to March 24, 2020 and the eviction notice has not yet expired, then you will likely be protected. No-fault eviction notices that have not yet expired or that you receive during the state of emergency will be treated as though you received the eviction notice the day after the emergency eviction moratorium expires.

9. When does this emergency eviction moratorium take effect?

The emergency eviction moratorium is effective March 24, 2020 through May 31, 2020. The County may further extend the effective dates as necessary.

10. What do I do if my landlord violates the emergency eviction moratorium and tries to evict me?

If your landlord has served you with an eviction notice or initiated eviction proceedings against you, please contact us right away:

Community Legal Services in East Palo Alto
(650) 326-6440
(650) 422-2885
intake@clsepa.org

Legal Aid Society of San Mateo County
(650) 558-0915
(650) 517-8911

11. I still have questions, who can I contact for assistance?

Community Legal Services in East Palo Alto
(650) 326-6440
(650) 422-2885
intake@clsepa.org

Legal Aid Society of San Mateo County
(650) 558-0915
(650) 517-8911