



Moratorium on Eviction for Nonpayment of Rent - Urgency Ordinance

Frequently Asked Questions

1) When does this ordinance take effect?

The San Leandro City Council unanimously passed the Urgency Ordinance Establishing a Moratorium on Evictions for Nonpayment of Rent on March 23, 2020. It took effect immediately upon passage.

2) What types of properties are covered by the Moratorium on Eviction for Nonpayment of Rent (from this point forward “Moratorium”)?

The Moratorium applies to all residential rental housing, including apartments, owner-occupied duplexes, single family homes, condos, mobile homeowners and RV owners renting spaces in mobile home parks. The Moratorium also applies to commercial properties including businesses that lease their spaces.

3) How does the Moratorium protect me?

During the term of this Moratorium a property manager or owner cannot evict a tenant for nonpayment of rent due to a substantial decrease in their household or business income, or substantial out-of-pocket medical expenses, as a result of the COVID-19 pandemic. The tenant has to provide documentation to the landlord that they have had a “substantial decrease in household income or business income” (see question 5 below).

4) How long will the Moratorium be in effect?

The Moratorium will last until the later of:

- May 31, 2020;
- Expiration of the local emergency; *OR*
- Expiration of the Governor’s proclamation of a state of emergency.

Tenants and landlords may check with the City to determine if the moratorium is still in effect.

5) What is the definition of “substantial decrease in household income?”

A “substantial decrease in household income” due to the COVID-19 pandemic includes, but is not limited to, income loss caused by:

- Inability to work due to COVID-19 illness or symptoms
- Required to self-quarantine due to exposure to someone sick with COVID-19
- Reduction of work hours
- Job loss due to closure of business that employed the tenant(s)
- Missing work to care for a child due to school or child care closures

6) What is the definition of “substantial decrease in business income?”

A “substantial decrease in business income” due to the COVID-19 pandemic includes, but is not limited to, income loss caused by:



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- Inability to operate a non-essential business or non-essential business elements because of the Shelter-in-Place order
- Reduction of staff reporting to work
- Reduction in hours open to the public
- Lack of business due to reduction in consumer demand

7) Should I let my landlord know if I will not pay rent?

Yes. You must notify your property manager or landlord in writing **within 10 days after the rent is due**. However, you are highly encouraged to inform your landlord before your rent is due or as soon as possible. The City prepared for tenant's use a form "Notification to Property Management, Non-Payment of Rent Due to COVID-19" that tenants may use. Neither the City nor a landlord can or should require that you use this form; the City only recommends that your notification to the landlord should be in writing. Keep a copy of your completed and signed form for your future records.

8) What happens if my landlord or property manager tries to evict me even though I am protected by this Moratorium?

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

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

Tenants may raise the eviction moratorium as an affirmative defense in any eviction proceeding.

9) Does the Moratorium waive my unpaid rent?

No. Tenants are required to pay any past due rent within 120 days of the expiration of the ordinance (see question 4). This time may be extended through mutual agreement of the tenant and landlord, or under the ordinance for an additional 60 days, for a total of 180 days, with documentation as required by the ordinance. A landlord may not charge any late fees for rent that is delayed pursuant to the eviction moratorium.



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10) Since my rent will be due after the Moratorium expires and I still cannot pay my rent due to COVID-19, what can I do?

Please remain in contact with City Housing Services Division (see Question 18 for contact information) staff for housing and rental assistance resources for residential tenants. If this funding becomes available, it would likely need to be documented with the “Notification to Property Management” (noted in Question 7 above) and be a direct payment to your landlord for your documented past due rent.

11) Can I make partial rent payments to my property manager or owner to decrease rent owed after the Moratorium expires?

Please refer to your lease agreement to determine if this is allowed. If it is not allowed, then please contact your property manager or landlord to see if you may make a partial rent payment. Always keep documentation of any agreements made and request a receipt of your partial rent payment.

12) What if my landlord and I come up with a mutually agreeable plan for unpaid rent?

A voluntary mutual agreement, in writing, is encouraged to help both tenants and landlords through the COVID-19 global pandemic emergency.

13) The Alameda County Board of Supervisors also adopted an eviction moratorium, does that apply in San Leandro?

All landlords and tenants in San Leandro must comply with the San Leandro Eviction Moratorium. Landlords and tenants should contact the County regarding the application of the County ordinance, and interpretations related to the same.

14) Can I evict my tenant if they don't pay rent after the Moratorium expires?

The Moratorium requires tenants to provide documentation of loss of income due to COVID-19. City staff are working to secure resources so that tenants do not lose their housing and property managers and owners can continue servicing the debt on their property if they have it. Please be patient during this unprecedented crisis. The goal of the City's Community Development Department is to assist City residents, businesses, and owners to get back up and operating after this crisis passes.

15) My tenant had problems paying rent prior to the Moratorium so can I proceed with their eviction after the Moratorium expires?

If you are a property manager or landlord with a tenant that is in violation of their lease agreement, then you will need to contact an attorney for legal advice on how to pursue legal recourse with regard to your residential unit once the Moratorium has expired.



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16) How does the Moratorium apply to units that include HOA fees in owner-occupied condo units?

The Moratorium does not apply to HOA payments. The City Council adopted the Moratorium to prevent the immediate displacement of tenants who are unable to pay rent because of COVID-19. The Moratorium does not waive rent payments or rent due; it prevents tenants from being evicted for their inability to pay in the near-term due to COVID-19 related effects on their income.

Property owners (e.g., condominium owners) who are unable to pay HOA dues do not face the same imminent risk of displacement as a tenant unable to pay rent. The Moratorium was an emergency action taken in response to an immediate risk. The City is closely monitoring the impacts of COVID-19 and the City may consider further action in the future when the impacts are better known.

17) What if I have questions related to the Moratorium that are not covered under this FAQ?

For **residential** tenants, please visit the City Housing Services Division website at:

<https://www.sanleandro.org/depts/cd/housing/>

OR contact Housing Services Division staff:

For Maryann Sargent: msargent@sanleandro.org or 510-577-6005

For Kimberly Anderson: kanderson@sanleandro.org or 510-577-6004

For commercial tenants, please contact the City Economic Development Division at:

For Katie Bowman: kbowman@sanleandro.org or 510-577-3327

For Lars Halle: lhalle@sanleandro.org or 510-577-3311

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