Tenants’ Rights and Fair Housing Training

PRESENTED BY BAY AREA LEGAL AID
BISI MATTHEWS & LARA VERWER
AUGUST 31, 2020
Bay Area legal Aid Overview of Services & Eligibility

Tenants’ Rights
  ◦ Rental Qualifications
  ◦ Understanding Leases
  ◦ Habitability
  ◦ Criminal History Information
  ◦ Best Practices

Fair Housing Protections
  ◦ Federal and State Protections
  ◦ Reasonable Accommodations
  ◦ New Source of Income Discrimination (SB 329)
  ◦ Protection for Immigrant Tenants (AB 291)

Eviction Process Overview

Local Protections (ARO, Ellis Act, TPO)

Tenant Protection Act (AB 1482)

COVID-19 Protections
Who We Are:
Bay Area Legal Aid provides free legal services to eligible low-income residents in the Bay Area. We are the largest legal aid provider serving seven Bay Area Counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo & Santa Clara

Our 8 Practice Areas in Santa Clara County include:

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Client Eligibility

**Live in the counties of:** Alameda, Contra Costa, Napa, Marin, Santa Clara, San Francisco, or San Mateo.

**Citizen or eligible immigrant:**
- U.S. citizen, or certain family members of a citizen, with a pending application for permanent residency
- Permanent resident, refugees, asylees, etc.
- Any immigrant who is a victim of domestic violence, sexual assault, human trafficking, or other violent crime.
- We can represent eligible children in public benefits or domestic violence matters, even if their parents are not eligible

Gross income generally has to be **under 200% of federal poverty line.** EXCEPT for our health work.
Ways to Access Our Services

LEGAL ADVICE LINE
(ALL PRACTICE AREAS)
1-800-551-5554
Monday - Thursday 9:30AM - 1PM

HEALTH CONSUMER CENTER
1-855-693-7285
Monday - Friday 9AM - 5PM
Tenants’ Rights
Rental Qualifications

Application Screening
  ◦ Applications usually ask for names and contact information of current and past landlords, employers, and references
  ◦ Landlords may require applicants to provide a screening fee to cover the costs of obtaining a credit report

Financial Qualifications
  ◦ Sometimes, tenants may use proof of rent payment and proof of income to demonstrate their financial qualifications
Criminal History

Effective January 1, 2020, new California regulations interpreting anti-discrimination laws prohibit landlords from considering certain types of criminal history including:

- Arrests that did not lead to a conviction
- Participation in a pretrial or post-trial diversion program
- Any record of a conviction that has been sealed by the court, or
- Any conviction that came from the juvenile justice system

Regulations also prohibit landlords from having “blanket bans” on all applications with criminal histories:

- Landlords must look at the individual circumstances involving a conviction to decide whether it is directly related to an applicant’s ability to be a good tenant
Criminal History

Housing Provider may NOT:
◦ Access criminal or civil records older than 7 years
◦ Ask for/use information about arrests not leading to convictions
◦ Have a blanket “No felons” policy or otherwise exclude all individuals with criminal records
◦ Ask for/use information about juvenile adjudications
◦ Ask for/use information about convictions that have been “expunged”
◦ Deny someone whose qualifications are a function of a disability (“Reasonable Accommodation”)
◦ Deny someone whose qualifications are related to a history of domestic violence (VAWA, if federally subsidized housing, otherwise potentially discriminatory under fair housing laws)
Understanding Leases

A Lease agreement is a rental agreement that creates the terms and conditions around a tenant’s right to use and possess the landlord’s rental unit.

Leases can be oral or in writing. Strongly recommended that lease agreements are in writing.

Types of tenancies

- Fixed term
- Periodic (i.e., month to month)

Key Terms

- Address of the rental unit
- Amount of rent, when rent is due, to whom it is to be paid, and where it is to be paid
- Amount of the security deposit (limited to: 2 months’ rent for unfurnished unit and 3 months’ rent for furnished)
- Whether pets are allowed
- Occupancy limits
- Attorney fees
- Utilities
Habitability

A landlord has a duty to provide a habitable unit.

What does habitability mean?
- Habitable means that the rental unit is fit for occupation by human beings and that it substantially complies with state and local building and health codes that materially affect tenants’ health and safety.

What must a landlord do before renting a unit?
- Landlord must make the unit fit to live in or habitable.

What must a landlord do during the tenancy?
- Landlord must repair problems that make the rental unit unfit to live in, or uninhabitable.

What makes a unit habitable?
Habitability

What should a tenant do if repairs are needed or the unit becomes uninhabitable?
- Tenants should give notice to their landlords immediately

What if a tenant substantially cause an unlivable condition?
- Then a tenant may be responsible for the cost of the repairs

Tenants’ remedies if landlord does not conduct repairs:
- Contact Code Enforcement
- “Repair and Deduct” remedy (not recommended)
- “Abandonment”
- Withhold rent (not recommended)
- File a lawsuit for breach of implied warranty of habitability and/or constructive eviction
# Best Practices

<table>
<thead>
<tr>
<th>Icon</th>
<th>Practice</th>
<th>Description</th>
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| 🧑‍💼  | Duty of good faith and fair dealing | Parties have the obligation to engage in good faith and fair dealing  
Parties cannot unreasonably interfere with the right of the other party to receive the benefits of the agreement |
| 🔍   | Inspect the unit             | Before moving in, and upon moving out thoroughly inspect the unit  
For the move-out inspection, document the condition of the premises with pictures and videos |
| 📝   | Communicate                  | Communication is key to avoiding and resolving most problems  
All communication, especially any requests or agreements, should be made in writing |
| $     | Pay rent on time             | Best to pay by money order or check  
If paying cash, tenant should obtain receipt and keep safe for records |
Fair Housing Laws
Fair Housing Laws

Federal Law
- Fair Housing Act (FHA)
- Fair Housing Amendments Act (FHAA)
- Section 504 of the Rehabilitation Act
- Americans With Disabilities Act (ADA)

State Law
- Fair Employment and Housing Act (FEHA)
- The Unruh Civil Rights Act

Purpose of fair housing laws: to prevent discrimination in housing by making it illegal to disadvantage someone in renting, buying, or occupying a home because of that person’s membership in a protected class.
Protected Classes

Federal Law:
◦ Race
◦ Color
◦ Religion
◦ Sex
◦ Familial Status,
◦ National Origin
◦ Physical/Mental Disability

California Law includes all protected classes under federal law, plus:
◦ Marital Status
◦ Ancestry
◦ Sexual Orientation/Gender Expression/Identity
◦ Source of Income
◦ Medical Condition /Genetic Information
Prohibited Conduct

Intentional Discrimination
   Treating a member of a protected class, or a person associated with them, differently.

Disparate Impact
   Conduct that is neutral on its face but results in a discriminatory impact on a protected class.

Sexual harassment
   o Hostile environment
   o Quid pro quo

Discrimination against domestic violence survivors
Requesting a Reasonable Accommodation

Reasonable Accommodation:
A change in a rule, policy, practice, or service that is necessary to allow a person with a disability the equal opportunity to use and enjoy a dwelling.

Disability:

Mental or physical impairment that substantially* limits one or more life activities; and/or

A history of such impairment; and/or

Regarded as having such impairment.

*California law does not require a “substantial” limitation.
How to Request a Reasonable Accommodation

A reasonable accommodation may be requested verbally or in writing (preferably)

A reasonable accommodation must have a “nexus” to the disability requested. This means that the accommodation requested must be connected to the disability and be necessary for the person with a disability to use and enjoy their housing.

**Best Practices:**

a) Make request in writing

b) Attach verification from a knowledgeable professional
   a) Impairment that substantially limits or limits major life activity
   b) The need for the accommodation requested
Requesting a Reasonable Accommodation

Examples:

◦ **Parking Space**
  
  A housing provider has unassigned parking spaces for residents on a first come first serve basis. A tenant has a mobility impairment and is substantially limited in her ability to walk. She requests an assigned parking space close to the entrance of her unit. The housing provider must make an exception to its policy of not providing assigned parking spaces to accommodate this resident.

◦ **“No pets” policy**
  
  A housing provider has a no pets policy. A tenant with a hearing impairment requests that he be allowed to keep a dog as a reasonable accommodation. The dog is an assistance animal that alerts the tenant to sounds, including knocks on the door, and the sounding of smoke detectors. The housing provider must make an exception to its “no pets” policy.

  A tenant suffers from depression, and uses an emotional support animal to cope with symptoms of depression. The housing provider must make an exception to its “no pets” policy.
Source of Income Discrimination
Beginning January 1, 2020, all landlords in California will be required to accept Section 8 and VASH vouchers and other forms of rental assistance and to consider them as part of an applicant’s income.

SB 329: Redefines source of income as “lawful, verifiable income paid directly to a tenant or to a representative of a tenant, or paid to a housing owner or landlord on behalf of a tenant, including federal, state or local public assistance, and federal, state, or local housing subsidies, including, but not limited to, federal housing assistance vouchers issues under Section 8 of the United States Housing Act of 1937.”

SB 222: adds to the definition of source of income HUD Veterans Affairs Supportive Housing (VASH) vouchers and clarifies that a landlord is not considered a representative of a tenant unless the source of income is a VASH voucher. It also adds military and veteran status as new protected classes under the FEHA.
AB 291 – Protections for Immigrant Tenants
AB 291
Immigrant Tenant Protection Act

Landlords are prohibited from

◦ Asking a tenant about their immigration or citizenship status (unless to comply with federal government program, or other legal obligation)

◦ Requiring a tenant or prospective tenant to make a statement, representation, or certification about their immigration or citizenship status

◦ Disclosing any information relating to the immigration or citizenship status for purposes of
  ◦ Harassment
  ◦ Intimidation
  ◦ Retaliation
  ◦ Influencing a tenant to vacate
  ◦ Recovering possession of the dwelling
AB 291
Immigrant Tenant Protection Act

Landlords are prohibited from evicting tenants based on their immigration status.

If a landlord tries to evict a tenant based on immigration status, a tenant may use that as a defense to an unlawful detainer action.

It is considered a rebuttable presumption that a tenant or occupant has established an affirmative defense if the landlords did both of the following:

- Approved the tenant to take possession before filing the unlawful detainer.
- Included in the unlawful detainer a claim based on one of the following:
  - The failure of the previously approved tenant to provide a valid social security number.
  - The failure of a previously approved tenant to provide information required to obtain a consumer credit report.
  - The failure at any time of the previously approved tenant to provide a form of identification deemed acceptable by the landlord.
Apartment Rent Ordinance (ARO)
About the ARO

• The ARO covers most apartments built before September 7, 1979

• It limits rent increases to 5% once every 12 months, and allows landlords to receive a fair return

• Landlords of covered units are required to post a City-approved notice indicating that the ARO applies to the units contained in the property and such notice must be posted in a conspicuous location within each building that has one or more ARO units.

• Under the ARO, rent can only be increased for the following reasons:
  • Annual Allowable Rent Increase
  • Vacancy Decontrol
  • Fair Return Rent Adjustment
  • Specified Capital Improvement Adjustment (in addition to Rent)
  • One-time Payments for New Additional Housing Services
  • Voucher Holders (Section 8)
ARO – Covered vs. Uncovered Properties

**Covered Buildings**
- Apartments, with three or more units, built or rented on or before September 7, 1979.
- Units with rent that is fully or partially paid for by a government subsidy (including section 8), where the unit was built or rented on or before September 7, 1979.

**Buildings Not Covered**
- Units built after September 7, 1979
- Duplexes
- Single-family Condominiums
- Townhouses
- Single-family homes
Ellis Act Ordinance
About the Ellis Act Ordinance

The Ellis Act Ordinance applies when an owner or developer plans to demolish or remove apartments from the rental market. This Ordinance applies to apartments that are three units or more that were:

- **Before 1979 and are rent stabilized subject to the Apartment Rent Ordinance.**
- **Built after 1979 and are not rent stabilized.**

The Ordinance creates a standardized process for issuing Ellis Act withdrawal notices to tenants, recording a summary memorandum, and provides for required relocation benefits, and as well as a Tenant’s right to return and the re-control of rents for units returned to the market.

The State Ellis Act provides that all tenants can be afforded at least 120 days to relocate once they receive a Notice of Intent to Withdraw from the property manager.

The Ellis Act Ordinance also extends to apartments built after 1979, allowing landlords not subject to the Apartment Rent Ordinance to use the Ellis Act Ordinance if they provide a 120-day notification of withdrawal and relocation consultant services to impacted tenants.

**Relocation Assistance:** When the property owner withdraws a building containing a Rent Stabilized Unit from the residential rental market, the landlord must pay and the tenant household must receive Relocation Assistance made available in two installments, including a Base Assistance and, if applicable, Qualified Assistance.
San Jose Tenant Protection Ordinance (TPO)
About the TPO

The TPO went into effect June 16, 2017, and its protections are applied to all new and existing tenants. It provides substantive requirements for evicting tenants for tenants living in certain “covered” apartments, as listed below.

The Ordinance eliminates no-cause notices to vacate.

All terminations of tenancy must be based on at least one of the 13 just cause terminations listed in SJMC Section 17.23.1250(A) and described below.

Covered Units Include:

• Rent Stabilized Units
• Rental Units in any Multiple Dwelling, except permitted hotels and motels
• Guest rooms in any Guesthouse
• Unpermitted Units
# Just Cause Terminations

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<th>No-Fault Just Cause</th>
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<td>• Nonpayment of Rent</td>
<td>• Substantial Rehabilitation of the Unit</td>
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<td>• Material or Habitual Lease Violation</td>
<td>• Removal of Units under the Ellis Act</td>
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<td>• Substantial Damage to the Unit</td>
<td>• Owner Move-in</td>
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<td>• Refusal to Agree to a Similar or New Rental Agreement</td>
<td>• Order to Vacate</td>
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<tr>
<td>• Nuisance Behavior</td>
<td>• Vacation of Unpermitted Unit</td>
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<td>• Refusing Access to the Unit</td>
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<td>• Unapproved Holder Over Subtenant</td>
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**Relocation benefits** must be paid when a tenant is being removed from an apartment for no-fault cause terminations; Landlords must also provide tenants a right to return to the unit in certain circumstances.
Landlords may not disclose or threaten to disclose tenants' immigration or citizenship status to authorities for the intent of retaliation (Effective June 15, 2018). A landlord may not:

• Threaten to bring an action to recover possession,

• Cause the tenant to quit the rental unit involuntarily,

• Serve any notice to quit or Notice of Termination,

• Reduce any housing services,

• Report or threaten to report the tenant, tenant household, or individuals the landlord knows to be associated with the tenant to the immigration authorities,

• Increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of rights.
New State Just Cause and Rent Control Tenant Protections
AB 1482: Just Cause & Rent Cap

For covered properties, a landlord may not terminate the tenancy without just cause if a tenant has lived at the unit for at least 12 months.

- If other tenants are added to the lease before the existing tenant has lived at the property for 24 continuous months, then just cause requirements apply when all tenants have lived there for 12 months or one or more tenants have continuously lived there for 24 months.

Covered properties cannot increase rent more than 5% plus the percentage change in cost of living, or 10% whichever is lower.

Two types: “at fault” and “no fault”
Just Causes: At-Fault

- Non-payment of rent
- Lease violation
- Nuisance
- Waste
- Refusal to enter into similar lease agreement
- Criminal Activity
- Assigning or subletting
- Refusal to Allow Owner Enter the Premises
- Using Premises for Unlawful Purposes
- Employee, agent, or licensee’s failure to vacate after termination
- Failure to vacate after tenant provides notice
Just Causes: No-Fault

• Owner Move-In
• Withdrawal of the residential real property from the rental market
• Owner complying with an order to vacate, for example, regarding habitability
• Intent to demolish or substantially remodel

Relocation Assistance: tenant may be entitled to relocation assistance equal to one month’s rent
  ◦ Local ordinances may have greater relocation assistance requirements
Eviction Process Overview
Eviction Process Overview - Notices

Landlords in California can begin the eviction process for several reasons including (but not limited to): Nonpayment of Rent; Violation of Lease Terms/Rental Agreement; No Lease/End of Lease Term (Tenant at Will); Foreclosure of Rental Property; Illegal Activity; etc.

Types of Notices:

Three (3) Day Notice: to Pay or Quit; To Cure; To Quit

Thirty (30) Day/Sixty (60) Day Notice: for all month-to-month tenants, landlords are required to give a lease termination notice before evicting them. In California, landlords must either give thirty (30) or sixty (60) days’ notice, depending on how long the month-to-month tenant has lived in the rental unit.

Less than one year – If a month-to-month tenant has lived in the rental unit for less than one year, a landlord must provide the tenant with a Thirty (30)-Day Notice to Quit.

One year or more – If a month-to-month tenant has lived in the rental unit for a year or more, the landlord must provide the tenant with a Sixty (60)-Day Notice to Quit.

90 Day Notice: required for all rental property foreclosures and all tenants with a section 8 voucher

Local Ordinances, such as San Jose Tenant Protection Ordinance (TPO), as well as the new AB 1482, provide additional protections to tenants.
The Eviction Process

1. Written Notice Terminating the Tenancy
2. Unlawful Detainer
3. Tenant has 5 days to respond
4. Landlord Requests Trial
5. Trial/Court (within 21 days after Landlord Requests Trial)
Notice of Termination of Tenancy (3-Day, 30-Day, 60-Day, 90-Day)

Summons and Complaint (Tenant has 5 days to answer)

Answer/Response

- Landlord requests to set case for trial
  - Notice of Trial
  - Trial
  - Judgment for Tenant
  - Tenant gets to stay
  - Judgment for Landlord

No Answer or Response

- Landlord requests default
  - Default Judgment Entered
  - Sheriff’s Notice (Vacate in 5 days)
  - Tenant can request a stay from court (generally up to 40 days)
Eviction Moratorium and Tenant Protections Related to COVID-19
Evictions & COVID-19

- The CARES Act
- Governor’s Executive Order & Judicial Council Rules
- Santa Clara County Eviction Moratorium
- City Eviction Moratoria
  - San Jose
  - Palo Alto
  - Sunnyvale
  - Mountain View
On March 27, 2020, the CARES Act was signed into law that set in place a **moratorium** which provides the following protections for tenants in covered **federal housing for 120 days**:

- Tenants cannot be evicted for not paying your rent
- Tenants cannot be charged late fees for not paying your rent during this time.
- After the moratorium tenants entitled to a 30-day notice

Tenants are still responsible for any rents owed.

The moratorium applies to certain federal housing programs, including, public housing, voucher tenants, and **Low-Income Housing Tax Credit**.
California Executive Order & Judicial Council Rules

Judicial Council Emergency Rule on Evictions

The courts won’t issue a summons for a landlord who wants to evict a tenant unless the eviction is necessary for public health and safety, so most evictions won’t move forward

Expires: September 1, 2020

Executive Order on Evictions

Local governments can have eviction moratoriums in effect until September 30
Who is covered: Tenants who have lost substantial income or had substantial out-of-pocket medical costs because of COVID-19 or the public health response

Protections: Covered tenants cannot be evicted for non-payment of rent, or for any no-fault reason, until the expiration of the governor’s executive order (September 30, 2020), or November 30, 2020, whichever is sooner.

Paying back rent: Tenants who stop paying rent during this time must pay back 50% within 6 months of the end of the moratorium, and the full balance within 1 year of the end of the moratorium.

Late Fees: Landlords cannot charge or collect any interest or late fees for any rent deferred.

Tenant must: notify the landlord that they have been financially affected by COVID-19 and provide documentation before the judgement is executed.
*Tenants in these cities are also covered by the Santa Clara order, and they receive the protections of whichever order (city or county) is more protective.*

## City Eviction Moratoria

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<tr>
<th>City</th>
<th>Who is covered</th>
<th>Protects against:</th>
<th>When it expires</th>
<th>Late fees or interest?</th>
<th>When back rent is due</th>
<th>How to take advantage</th>
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<tbody>
<tr>
<td>San Jose</td>
<td>Tenants who have lost substantial income due to COVID (not tenants with medical bills)</td>
<td>Evictions for non-payment and no-cause evictions, not against no-fault evictions</td>
<td>At the expiration of the local state of emergency (Currently October 17, may be extended)</td>
<td>No</td>
<td>50% within 6 months of the end of the moratorium, and the full balance within 1 year of the end</td>
<td>Notify landlord that they they have lost income from COVID before the notice of termination expires</td>
</tr>
<tr>
<td>Palo Alto</td>
<td>Tenants who have lost substantial income due to COVID (not tenants with medical bills)</td>
<td>Evictions for non-payment and certain no-fault evictions</td>
<td>4 months after Palo Alto ends their state of emergency</td>
<td>No</td>
<td>When the ordinance expires</td>
<td>Provide documentation of lost income due to COVID before the notice of termination expires</td>
</tr>
</tbody>
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**CITY EVICTION MORATORIA** *Tenants in these cities are also covered by the Santa Clara order, and they receive the protections of whichever order (city or county) is more protective.*

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<th>How to take advantage</th>
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<tr>
<td>Mountain View</td>
<td>Tenants who have lost substantial income or have substantial medical bills due to COVID-19</td>
<td>Evictions for non-payment, not against no-cause evictions</td>
<td>November 30</td>
<td>No</td>
<td>180 days after the ordinance expires (6 months)</td>
<td>Give written notice that they can’t pay rent 7 days after rent is due, and provide documentation 14 days after rent is due</td>
</tr>
<tr>
<td>Sunnyvale</td>
<td>Tenants whose income has been impacted by COVID-19</td>
<td>Evictions for non-payment of rent, not against no-fault evictions</td>
<td>180 days (6 months) after Sunnyvale ends their state of emergency</td>
<td>No</td>
<td>180 days after the ordinance expires (6 months)</td>
<td>Provide written notice of inability to pay rent and documentation 30 days after rent is due</td>
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</tbody>
</table>
What Should I do if my landlord serves me with a notice

Available at: https://bit.ly/SCCmoratorium

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**NOTICE TO LANDLORD OF EVICTION PROTECTION DUE TO COVID-19**

(Pursuant to County of Santa Clara Ordinance No. No. 2020-037, as extended by Ordinance No. NS-9.288 and amended by Ordinance No. NS-9.289)

On March 14, 2020, the Board of Supervisors of the County of Santa Clara enacted an eviction moratorium that took immediate effect. This moratorium applies to both residential and small businesses. The moratorium temporarily halts evictions for non-payment of rent and no-fault evictions when a tenant has incurred substantial loss of income or substantial out-of-pocket medical expense due to the COVID-19 pandemic. The moratorium has been extended to run through August 31, 2020. However, the County may extend or repeal the moratorium.

If a landlord initiates an eviction for non-payment of rent or a no-fault eviction as listed under California Civil Code section 1946.2(b)(2), the tenant should notify the landlord that the tenant intends to stop the eviction. Alternatively, tenants may notify their landlords that they qualify for protection under the ordinance before any eviction is initiated. The County recommends that tenants notify their landlords in writing as soon as possible. The following is an example of a notification:

*My name is John Doe. I live at 123 Main Street, Apt. #1, in Milpitas. I am seeking protection against eviction for non-payment of rent and/or no-fault eviction under the County’s eviction moratorium because I have incurred a substantial loss of income or a substantial out-of-pocket medical expense due to COVID-19.*

**TELEPHONE NUMBER:** (408) 380-7000

**EMAIL:** info@SantaClara.gov

**WEBSITE:** https://www.sccgov.org/covid-19

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<tr>
<th>TENANTS ARE ENCOURAGED TO COMPLETE THIS FORM AND PROVIDE IT TO THEIR LANDLORD AS SOON AS POSSIBLE. TENANTS SHOULD KEEP A COPY OF THIS FORM AND ANY DOCUMENTATION FOR THEIR RECORDS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name/Entity Name</td>
</tr>
<tr>
<td>Street Address</td>
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</tbody>
</table>

**COVID-19 IMPACT:** My income has been substantially negatively impacted by COVID-19 due to the following:

- [ ] Job loss
- [ ] Missing work to care for a child due to school closure
- [ ] State or local emergency action that prevents me from working
- [ ] Missing work to care for a family member infected with COVID-19
- [ ] Substantial out-of-pocket medical expense
- [ ] Other: ___

**DOCUMENTATION:** I am providing the following documentation of my substantial loss of income or out-of-pocket medical expenses:

- [ ] Letter from employer citing COVID-19 as a reason for reduced work hours or termination
- [ ] Paycheck stubs from before and during the COVID-19 pandemic
- [ ] Bank statements showing financial situation before and during the COVID-19 pandemic
- [ ] Other proof(s) of substantial loss of income: ___

**DOCUMENTATION FOR ITEMS SELECTED ABOVE IS ATTACHED:** [ ] Yes [ ] No

Tenant Signature: ___
Date: ___

7.7.2020
Version
Self-Help Evictions are Illegal

- Landlords may not change locks or block a tenant from gaining reasonable access to their home with the intent of terminating the tenancy.
- Landlords may not shut off utilities with the intent of terminating the tenancy.
- Landlords may be liable for both civil and criminal penalties.