



San Francisco Residential Rent Stabilization and Arbitration Board

Notice to Tenant Regarding the Existence of a Temporary Eviction Moratorium due to COVID-19

Pursuant to the Mayor's Proclamation dated March 23, 2020, a copy of this Notice to Tenant must be attached to every notice to terminate tenancy until the Proclamation of Local Emergency is terminated, or upon further Order from the Mayor.

NOTICE TO TENANT

On March 13, 2020, San Francisco Mayor London Breed issued an Executive Order imposing a temporary moratorium on evictions for non-payment of rent by residential tenants directly impacted by the COVID-19 crisis. Under the temporary moratorium, a landlord cannot evict a tenant if the following requirements are met:

1. The rental payment first became due on or after March 13, 2020;
2. The tenant was unable to pay rent because of financial impacts related to COVID-19;
3. The tenant notified the landlord within 30 days of when the rent was due that the tenant is unable to pay due to financial impacts related to COVID-19; AND
4. Within 7 days after notifying the landlord, the tenant provides documentation or other verifiable information that the tenant is unable to pay rent due to the financial impacts of COVID-19.

On March 18, 2020, the San Francisco Superior Court stayed all actions of unlawful detainer cases (eviction lawsuits) for 90 days, except those resulting from violence, threats of violence, or health and safety issues, and ordered that the period from March 18, 2020, through April 15, 2020 is deemed a court holiday for purposes of computing time under Code of Civil Procedure Section 1167, with the exception of unlawful detainer cases resulting from violence, threats of violence, or health and safety issues.

On March 23, 2020, Mayor Breed amended the temporary moratorium on evictions to: 1) clarify that it also applies to rental units that are exempt from the Rent Ordinance because the tenant's rent is controlled or regulated by the City; 2) to allow tenants to obtain extensions due to expenses that are non-medical in nature; 3) to modify the notification and timing procedures that apply when a tenant requests an extension; **4) to extend the eviction moratorium to most other types of evictions (not including evictions related to violence, threats of violence, health or safety issues, and Ellis Act evictions unless authorized by the Governor or State Legislature), provided the effective date of the notice of termination of tenancy would fall within 60 days after the Mayor's Executive Order expires or is terminated;** and 5) instructing the San Francisco Rent Board to develop a form that landlords must include with any eviction notice, to notify the effected tenant of the Superior Court Order staying all unlawful detainer cases and the temporary moratorium on evictions.

Additional information and guidance regarding the temporary moratorium on evictions may be obtained by contacting the Mayor's Office of Housing and Community Development at eviction.moratorium@sfgov.org, or by calling the Rent Board's phone counseling line at (415) 252-4631.



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The relevant text of the temporary eviction moratorium effective March 23, 2020, is shown below.

I, London Breed, Mayor of the City and County of San Francisco, proclaim that there continues to exist an emergency within the City and County threatening the lives, property or welfare of the City and County and its citizens;

In addition to the measures outlined in the Proclamation and in the Supplements to the Proclamation dated March 11, March 13, March 17, and March 18, 2020, it is further ordered that:

(1) It is necessary to amend the temporary moratorium on eviction for non-payment of rent by residential tenants directly impacted by the COVID-19 crisis, as stated in Section 1 of the Second Supplement dated March 13, 2020, to clarify that it also applies to housing providers who are exempt from the Rent Ordinance because their rent is controlled or regulated by the City; to allow tenants to obtain extensions due to expenses that are non-medical in nature; and to modify the notification and timing procedures that apply when a tenant requires an extension. Accordingly, Section 1 of the Second Supplement is hereby withdrawn, and the temporary moratorium shall be as follows:

(a) Notwithstanding Section 37.9(a)(1) of the Administrative Code, if a residential tenant has not timely made a rent payment that was due on or after March 13, 2020, the landlord may not recover possession of the unit under Section 37.9(a)(1) if the tenant has provided notice to the landlord within 30 days after the date that rent was due that the tenant is unable to pay rent due to financial impacts related to COVID-19. This eviction moratorium also applies to housing providers who are exempt from Chapter 37 on the basis that the rent is controlled or regulated by the City (including without limitation privately-operated units regulated by the Mayor's Office of Housing and Community Development or the Department of Homelessness and Supportive Housing).

(b) For purposes of this Order, "financial impacts" means a substantial loss of household income due to business closure, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket expenses. A financial impact is "related to COVID-19" if it was caused by the COVID-19 pandemic, the Mayor's Proclamation, the Local Health Officer's Declaration of Local Health Emergency, or orders or recommended guidance related to COVID-19 from local, state, or federal authorities.

(c) Within one week of providing notice under subsection (1)(a), the tenant shall provide the landlord documentation or other objectively verifiable information that due to financial impacts related to COVID-19, the tenant is unable to pay rent. The landlord may attempt to proceed under Section 37.9(a)(1) if the tenant does not comply with this requirement to provide documentation of financial impact within one week. If the tenant has provided documentation, then the tenant shall automatically receive an additional month after the date the tenant provided documentation to pay the rent. If the tenant does not pay the rent at that time, the landlord must inform the tenant of the breach in writing, and the landlord and tenant shall then



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attempt to discuss the matter in good faith in order to develop a payment plan for the tenant to pay the missed rent.

(d) This Order shall last for a period of 30 days, until the Proclamation of Local Emergency is terminated, or upon further Order from the Mayor, whichever occurs sooner. The Mayor may extend this Order by an additional period of 30 days if conditions at that time warrant extension. The Mayor shall provide notice of the extension through an Executive Order posted on the Mayor's website and delivered to the Clerk of the Board of Supervisors.

(e) Upon expiration or termination of this Order, a tenant who provided the notice required under subsection (1)(a) shall have up to six months to pay the rent owed to the landlord, before the landlord may recover possession due to those missed rent payments under Section 37.9(a)(1). The foregoing sentence does not prevent a landlord from providing a tenant additional time under a payment plan. During the six-month period, a landlord may request documentation of the tenant's ongoing inability to pay, and the tenant shall pay if able to do so, but under no circumstances shall a tenant's failure to timely respond to a follow-up request for documentation invalidate the six-month extension period. At the end of the six-month extension period, if the tenant still has not paid all outstanding rent, Section 37.9(a)(1) shall apply.

(f) Nothing in this Order relieves a tenant of the obligation to pay rent, nor restricts a landlord's ability to recover rent due through means other than an eviction for non-payment.

(g) The Director of the Mayor's Office of Housing and Community Development or the Director's designee, in consultation with the Executive Director of the Rent Board as appropriate, is delegated authority to adopt regulations and to develop and publish guidelines consistent with this Order, including through development of forms and recommendations of the types of documentation that may show financial impacts related to COVID-19.

(2) There shall be a moratorium on attempts to recover possession of rental units from residential tenants, if the effective date of the notice of termination of tenancy would fall within 60 days after the date this Order expires or is terminated, except where the landlord is endeavoring to recover possession due to violence, threats of violence, or health and safety issues. This Order shall apply to evictions under Section 37.9(a)(13) only if and when the Governor or State Legislature authorize such limitations on Ellis Act evictions during this state of emergency. The Executive Director of the Rent Board is directed to develop a form that landlords shall be required to include with any eviction notices, to inform tenants of the requirements of Sections (1) and (2) of this Order, and of the Superior Court Order.

If you require this form in Spanish, Chinese or Filipino, please call 415-252-4602 or visit the Rent Board's office at 25 Van Ness Avenue, #320, San Francisco.

Si necesita este formulario en Español, por favor llame al 415-252-4602 o visite a la oficina de La Junta del Control de Rentas en 25 Van Ness Avenue, #320, San Francisco.

如果您需要此表格的中文版本，請致電 415-252-4602 或造訪租務委員會辦公室，地址是：25 Van Ness Avenue, #320, San Francisco。

Kung kailangan ninyo ng form na ito sa Filipino, mangyaring tumawag sa 415-252-4602 o pumunta sa opisina ng San Francisco Rent Board na matatagpuan sa 25 Van Ness Avenue, #320, San Francisco.