



NOTICE RE: SAN MATEO COUNTY EMERGENCY REGULATION 2020-002

On April 28, 2020, the San Mateo County Board of Supervisors adopted Emergency Regulation 2020-002, which places a temporary Countywide moratorium on rent increases on certain existing residential tenancies due to the COVID-19 pandemic (the “Emergency Regulation”).

The Emergency Regulation took effect on April 28, 2020 and will remain in place until May 31, 2020, unless it is extended by the Board of Supervisors. The Emergency Regulation is Countywide, which means it applies in all cities located within the County as well as in the unincorporated areas.

The Emergency Regulation applies to existing mobilehome tenancies, existing mobilehome spaces tenancies and existing tenancies for all residential real properties **except** those that are exempt from rent limits under California Civil Code Sections 1947.12 (AB 1482 also known as the Tenant Protection Act of 2019) and 1954.50, *et seq.* (the Costa Hawkins Rental Housing Act).

Exempt residential real properties include the following:

- New construction (i.e., residential units issued a certificate of occupancy with the previous 15 years);
 - Owner-occupied housing where the tenant shares a bathroom or kitchen facilities with the owner who uses the housing as his/her principal residence;
 - Owner-occupied duplex where one of the units is the owner’s primary residence;
 - Single-family homes and condominiums if the owner is not a real estate investment trust, a corporation, or a limited liability company in which at least one member is a corporation;
 - Affordable housing subject to deed or regulatory restriction or subject to an agreement that provides affordable housing subsidies;
 - Student dormitories; and
- Housing subject to more restrictive rent control ordinances

While the Emergency Regulation remains in effect, if a landlord seeks to increase the rent on an existing tenancy and serves the tenant(s) a written notice to increase rent on an existing tenancy for use and occupancy of certain residential units (including a lease renewal offer with increased rent proposed), the landlord must, at the same time, provide the tenant(s) affected by the rent increase a copy of this “Notice Re: San Mateo County Emergency Regulation 2020-002.”

After the landlord provides the tenant with a copy of this Notice, to receive the protections of the Emergency Regulation, the tenant has **14 days** to **(1)** notify the landlord in writing (letter, e-mail or text) that the tenant is unable to pay the proposed rent increase if the tenant’s ability to pay has been directly impacted by COVID-19; and **(2)** provide the landlord with documentation showing the tenant’s inability to pay the rent increase is directly due to COVID-19 or the government’s response to COVID-19. If the tenant complies with these notice and documentation requirements within the required time

frame, the landlord cannot raise rent until after the temporary moratorium imposed by the Emergency Regulation is no longer in effect.

Examples of ways that a tenant's ability to pay a rent increase may be directly impacted by COVID-19 include the following:

- Increased out-of-pocket medical costs related to COVID-19
- Loss of household income as a result of being sick with COVID-19 or as a result of caring for a household or family member who is sick with COVID-19
- Loss of income because of a lay-off, loss of hours, loss of business, or other income reduction resulting from COVID-19, or in order to comply with the local shelter-in-place order issued by San Mateo County Health Officer, the statewide shelter-in-place order issued by the Governor, or any other order or recommendation from a government agency to stay home, self-quarantine, or avoid congregating with others
- Inability to work because of the need to care for minor children affected by school, pre-school and/or childcare closures.

Examples of documentation/written proof that a residential tenant could provide a landlord to show the tenant cannot pay a rent increase under Emergency Regulation 2020-002:

- Letter or note from an employer or a former employer citing the COVID-19 pandemic and related government action as the basis for termination of employment or reduced work;
- Paycheck stubs or copies of paychecks from before and after the beginning of the COVID-19 emergency showing that the tenant's income has been reduced;
- Letter, text message or e-mail from the tenant's employer asking the tenant not to come to work;
- Screenshots from Uber, Lyft, Instacart, DoorDash, etc. applications showing that the tenant has experienced reduced income;
- Photo showing the tenant's place of employment is closed due to the COVID-19 pandemic;
- Bank statements before and after the COVID-19 pandemic showing that the tenant's income has been reduced;
- Letter, e-mail or text message from school in which the tenant has a child enrolled regarding COVID-19-related closures that substantially affected the tenant's income;
- Documentation of out-of-pocket medical expenses related to COVID-19; and
- Statement under oath attesting to the circumstances of the tenant's inability to pay, for example, a declaration signed under penalty of perjury explaining in detail why the tenant is unable to pay a rent increase as a direct result of the COVID-19 pandemic (i.e., lost or reduced employment, out-of-pocket medical expenses, need to care for a child or other family member, etc.).

The protection against rent increases under the Emergency Regulation applies to notices of rent increase served on or after April 28, 2020 and throughout the entire time the Emergency Regulation remains in effect. A landlord's ability to increase rent resumes once Emergency Regulation 2020-002 is no longer in effect. Thus, a landlord can reinstate a planned rent increase that was deferred because of the Emergency Regulation by serving a new notice of rent increase after the Emergency Regulation is no longer in effect.

The Emergency Regulation provides an affirmative defense to any unlawful detainer action initiated by a landlord based on a tenant's failure to pay a rent increase where the landlord increased the rent in violation of the Emergency Regulation. In addition, if a landlord knowingly violates the terms of the Emergency Regulation, a tenant may bring an action against the landlord and recover money damages, including damages for mental or emotional distress.

A complete copy of Emergency Regulation 2020-002 can be found at the following link:

<https://housing.smcgov.org/covid-19-residential-rent-increase-regulations>

DATE:

Dear _____,

You are receiving this notice because you are a tenant residing at _____ . Your monthly rent is currently \$ _____ . Effective _____, your monthly rent will increase to \$ _____ unless you promptly (1) notify the landlord in writing (i.e. letter, text or email) at the contact information below that the rent increase is covered by San Mateo County Emergency Regulation 2020-002 described in the above notice; and (2) provide the landlord documentation to support that claim. Your written response must be received within 14 days of your receipt of this Notice.

Please consult the "Notice Re San Mateo County Emergency Regulation 2020-002" for more information.

LANDLORD INFORMATION:

Landlord Name: _____ Contact Person: _____

Address: _____ City: _____ State: _____ Zip Code : _____

Mobile Phone Number: _____ E-mail: _____

Sincerely,
