

Mayor's Office of Housing and Community Development
City and County of San Francisco



London N. Breed
Mayor

Daniel Adams
Acting Director

Temporary Moratoriums on Residential Evictions

Guidance for Tenants and Landlords

Updated March 27, 2020

SUSPENSION OF EVICTIONS: On March 23, 2020, the Mayor ordered that no landlord may attempt to recover possession of a residential unit unless due to violence, threats of violence, or health and safety issues. This moratorium will last for 60 days after the Mayor's Order expires. The Order is set to expire on April 22, 2020 (the "Expiration Date"), which means the moratorium would last until June 21, 2020, unless the Mayor extends the Expiration Date further. If a landlord wishes to serve an eviction notice that would take effect after the moratorium, they must use the form prepared by the San Francisco Rent Board. The form can be found on the Rent Board's website (www.sfrb.org).

NEW RULES FOR MISSED RENT PAYMENTS: The March 23 Order replaces a prior Mayoral order (dated March 13, 2020) to establish a new and expanded procedure for when a tenant has missed a rent payment due to the financial impacts of the COVID-19 crisis. Under the March 23 Order, if a tenant misses a rent payment that becomes due before the Order's Expiration Date, the landlord is prohibited from evicting due to the missed payment, until at least six months after the Expiration Date, **PROVIDED THAT** the landlord and tenant follow the rules detailed in the Order and as noted below. These rules apply to all units that are subject to the Rent Ordinance (including single-family homes and units constructed after 1979), as well as units where the rent is controlled or regulated by the City (including privately held units regulated by the Mayor's Office of Housing and Community Development or the Department of Homelessness and Supportive Housing).

STEP ONE: NOTICE

THE TENANT MUST NOTIFY THE LANDLORD THAT THE TENANT WAS UNABLE TO PAY RENT DUE TO FINANCIAL IMPACTS OF COVID-19, EACH TIME THE TENANT MISSES A RENT PAYMENT, WITHIN 30 DAYS AFTER THE DATE THE RENT WAS DUE.

- This procedure is available for any rent payment that a tenant may owe to a landlord, including payments under existing stipulations/payment plans for back rent, and including any late fees or interest or similar amounts that a landlord may be authorized to charge due to delayed or missed payments under the express terms of a lease.

- The tenant **MUST** provide notice **EVEN IF** they have not received a late notice or “notice to pay or quit,” for **EACH** rent payment that they miss prior to the Order’s Expiration Date.
- It is advisable, though not required, for the tenant to provide notice in writing.
- The tenant must give the notice to the landlord, or to whomever normally acts on the landlord’s behalf with respect to the collection of rent (e.g., property manager). The notice is due **30 DAYS AFTER** the date the rent was due. The date rent is due is considered to be the monthly date parties have established as a matter of habit. For example, if the lease agreement indicates rent is due on the first of the month, but the longstanding pattern has been the seventh of the month, then the seventh of the month is considered to be the date rent is due. A landlord may extend this deadline.

STEP TWO: DOCUMENTATION

AFTER NOTIFYING THE LANDLORD, THE TENANT HAS ONE WEEK TO PROVIDE THE LANDLORD WRITTEN DOCUMENTATION THAT THE RENT PAYMENT WAS MISSED DUE TO FINANCIAL IMPACTS OF COVID-19.

- A tenant may satisfy this requirement with a letter, email, or other communication written by the tenant that explains the financial impact they are experiencing. The explanation should be objectively verifiable. Third-party documentation is not necessary to satisfy this step, but tenants are advised to provide supporting documents.
- The definition of “financial impact” includes reduced income due to factors such as work hours, temporary business closure or slowdown, layoffs, and/or increased expenses, related to COVID-19.
- The tenant must follow the two-step process for each rent payment they miss prior to the Expiration Date.
- A landlord may extend this deadline.

STEP THREE: SIX-MONTH PAYMENT PLAN

- If the tenant has followed the two-step process described above, then the tenant shall automatically receive an additional month after the date it provided the documentation to pay the rent. The rent owed shall not include any late charges or interest or similar amounts unless such charges are expressly authorized in the lease. If the tenant does not pay the rent at that time, the landlord or their designee must inform the tenant of the breach in writing, and the parties shall attempt to discuss the matter in good faith in order to develop a payment plan for the tenant to pay the missed rent.
- **NOTE:** The parties must follow the six-month payment plan process for each rent payment the tenant misses while the Order is in effect. In particular, a landlord must still provide the written notice of breach for each missed rent payment as noted above.
- The tenant shall have six (6) months after the Order’s Expiration Date to pay the rent owed, before the landlord may attempt to recover possession due to the missed rent payment.
- The landlord may provide the tenant additional time under a payment plan. However, a tenant’s failure to comply with a payment plan prior to the six-month mark is not just cause to evict. Similarly, a landlord may request follow-up documentation of the tenant’s inability

to pay during the six-month period, but a tenant's failure to timely respond to a follow-up request for documentation also shall not create a just cause to evict.

Information & Resources

For additional tenant assistance, please contact Housing Rights Committee of San Francisco at 415-703-8644, Chinatown Community Development Center at 415-984-2728, San Francisco Tenants Union at 415-282-6622, or visit the San Francisco Anti-Displacement Coalition's website: www.sfadc.org.

For additional landlord assistance, please contact San Francisco Apartment Association at 415-255-2288.

For mediation services, please contact the Bar Association of San Francisco helpline at 415-782-8940 or cis@sfbar.org.

For more information on this guidance as it relates to non-payment of rent, please contact the Mayor's Office of Housing and Community Development at eviction.moratorium@sfgov.org. For all other inquiries, please contact the San Francisco Rent Board (www.sfrb.org).