

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



London N. Breed
Mayor

Daniel Adams
Acting Director

**Temporary Moratorium on Eviction for Non-Payment of Rent by
Residential Tenants Directly Impacted by the COVID-19 Crisis**
(expires April 12, 2020, unless extended an additional 30 days by Executive Order)

Guidance for Tenants and Landlords

On March 13, 2020, Mayor Breed issued an Executive Order imposing a temporary moratorium on eviction for non-payment of rent by residential tenants directly impacted by the COVID-19 crisis. The Order will last 30 days unless extended by the Mayor. If a tenant misses a rent payment that becomes due while the Order is in effect, the Order will temporarily suspend a landlord's right to evict for that missed payment under Section 37.9(a)(1) of the Administrative Code, **PROVIDED THAT** the tenant follows the two-step process detailed in the Order and clarified in this Guidance.

STEP ONE: NOTICE

WITHIN THIRTY (30) CALENDAR DAYS AFTER RENT WAS DUE, THE TENANT MUST PROVIDE NOTICE TO THE LANDLORD OR THEIR DESIGNEE THAT THE TENANT IS UNABLE TO PAY RENT DUE TO FINANCIAL IMPACTS RELATED TO COVID-19.

- Tenants **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 while the Order is in effect.
- It is advisable, though not required, for the tenant to provide notice in writing.
- 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.

STEP TWO: DOCUMENTATION

WITHIN SEVEN (7) CALENDAR DAYS OF PROVIDING EACH NOTICE REQUIRED IN STEP ONE, THE TENANT MUST PROVIDE THE LANDLORD OR THEIR DESIGNEE DOCUMENTATION THAT DUE TO FINANCIAL IMPACTS OF COVID-19, THE TENANT IS UNABLE TO PAY RENT.

- This requirement may be satisfied with a letter, email, or other written communication that explains the financial impact that the tenant is 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” would include reduced income due to factors such as work hours, temporary business closure or slowdown, or layoffs, and/or increased out-of-pocket medical expenses related to COVID-19.

ADDITIONAL EXTENSIONS

If the tenant follows Steps One and Two, the landlord may not evict for non-payment unless the tenant still has not paid the rent within one month after the Order expires. At the one-month mark, the tenant must either pay the rent, or follow the same two-step process to obtain an additional one-month extension. The tenant can get further extensions by following the two-step process each month, but under no circumstances does the extension last beyond six months after the expiration of the Order. If at the end of the applicable extension period, the tenant still has not paid all outstanding rent, the landlord shall have the right to evict under Section 37.9(a)(1).

Information & Resources

For more information on this Guidance, please contact the Mayor’s Office of Housing and Community Development at eviction.moratorium@sfgov.org.

For additional tenant assistance, please contact Housing Rights Committee of San Francisco at 415-703-8644, Chinatown Community Development Center at 415-984-2728, or San Francisco Tenants Union at 415-282-6622.

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