

RICHMOND RENT PROGRAM

440 Civic Center Plaza, 2nd Floor, Richmond, CA 94804

(510) 234 - RENT (7368) | www.richmondrent.org | rent@ci.richmond.ca.us



Letter Template to Notify Landlord of Tenant's Inability to Pay Rent Due to Financial Impacts of COVID-19

Overview

The Director of Emergency Services issued an Order (Resolution 34-20), effective April 27, 2020, which provides that during the period of local emergency declared in response to COVID-19, no owner of residential or commercial real property shall terminate a tenancy: (1) for nonpayment of rent if the tenant notifies the Landlord within 30 days of the rent being due of their inability to pay rent due to the financial impacts related to COVID-19 OR (2) for any "no-fault" eviction such as Owner Move-In, Withdrawal from the Rental Market, the need to undertake substantial repairs, or a Temporary Tenancy,¹ unless necessary for the health and safety of the tenants, neighbors, or Landlord.

To access the full text of the Order and accompanying Fact Sheet, please visit www.richmondrent.org.

Important Dates

- Date of declaration of local emergency: March 17th, 2020.
- The Order is in effect for as long as the local emergency exists, or is superseded by a duly enacted Ordinance of the City Council or by a further Order by the Director of Emergency Services adopted during the local emergency expressly superseding this Order.
- The local emergency is in effect through May 31, 2020, or any extension of the local emergency proclaimed by the City Council (Resolution 34-20).
- City of Richmond issues Supplemental Order: April 27, 2020

What Impacted Tenants Must Do If Unable to Pay Rent Due to COVID-19:

1. Inform the Landlord in writing of the Tenant's inability to pay rent due to financial hardship related to COVID-19 within 30 days of the rent being due.

Rent Repayment

The Tenant must pay back all unpaid rent within six months of the expiration of the local emergency. A Landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in the Order; nor may a Landlord seek rent that is delayed, or the reasons stated in the Order, through the eviction process. Tenants and Landlords are encouraged to contact the Rent Program if they would like to work out a repayment plan through mediation.

Template Letter: On the back of this sheet is a template letter Tenants may use to notify their Landlord of inability to pay rent due to financial impacts related to COVID19. Tenants should keep a copy of the letter for their records.

¹ For a description of these "no fault" just causes, please see Sections 11.100.050(a)(5)-(8) of the Rent Ordinance, accessible at www.richmondrent.org/laws.

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Date: ___ / ___ / ___

Landlord(s) Address

Dear _____ (Landlord Name(s)),

I want to formally inform you of my inability to pay rent for the month(s) of _____
_____ due to financial impacts related to COVID-19, as required under
Resolution 34-20.

The financial impacts include:

- Caring for myself or a family member who is sick with COVID-19
- Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19
- Compliance with recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency
- Extraordinary out-of-pocket medical expenses
- Child care needs arising from school closures related to COVID-19
- Other (attach explanation if necessary): _____

Respectfully submitted,

Tenant Name

Tenant Address

Tenant Phone Number

Tenant E-mail Address

Note: This template has been provided as a courtesy and for sample purposes. This form has been created solely for use during and in response to the COVID-19 pandemic and the above-mentioned Order. Tenants may use other methods of notification as long as they comply with all the previously stated requirements. The enforceability of this form and any supporting documents may only be decided by a court of proper jurisdiction.