

- (1) Tenant and landlord discuss pro-rating rent based on documented substantial income loss stemming from COVID 19 crisis, to cover rent during moratorium period
- (1a) Tenant starts process by telling landlord they cannot make full rent
- (1b) Within one week of 1a notice, tenant must provide documents that meet substantial evidence test (such as pay stubs, note from employer, etc) to landlord that shows substantial loss of income
- (1c) Anytime during or after step 1a is initiated, and during or before
- 1b substantial evidence is submitted, tenant must request and landlord (or property manager) must accommodate discussion on rent pro-ration based on documented income loss covering the period of the moratorium
- (1c.i) If tenant does not request rent pro ration disussion, then eviction protection does not apply
1. Tenant requests for rent pro-ration meetings shall be made in accordance with procedures established by lease between tenant and landlord
2. Tenant requests for pro-ration can be memorialized by sending e-mail to office of Alameda City Attorney, indicating that a request has been made
- (1c.ii) If landlord (or property manager) does not accommodate tenant's request for pro-ration meeting, then eviction protections apply automatically
- (1c.iii) If tenant-landlord hold rent pro-ration meeting but fail to reach a mutually-agreed-upon pro-ration agreement, then the most the landlord can pro-rate the rent ("maximum pro-rated rent formula") during the time of the moratorium is by the substantial loss of income documented with substantial evidence, with the following requirement:
1. Tenant must agree to pay back any unpaid rent not covered by "maximum pro-rated rent formula"
2. Landlord must agree to a pay back period that between 6 and 12 months, or longer if mutually agreed to
- (2) Tenant and landlord can discuss and reach mutually-agreed rent payback agreement outside procedures set forth in Section 1
- (3) Any landlord-tenant who enter into a moratorium agreement shall take that agreement to the municipal utility company, which, in turn, will lower tenant's utility bill after the moratorium period is over by the amount tenant was billed during the moratorium period
- (4) Moratorium period is 30 days instead of 60
- (5) The emergency ordiannce does not apply to Section 8 program, which already has its own rent pro-ration policies due to income loss

Provided by Councilmember Daysog  
Re: D-C  
3/17/20