

NOTICE TO PAY RENT OR QUIT
(C.C.P. Section 1161 Subsection 2)

TO: _____, and all tenants in possession:

THE PREMISES herein referred to are designated as follows:

Address: _____

PLEASE TAKE NOTICE the rent has not been paid for the above described premises and is due and unpaid in the amount of \$ _____:

Said unpaid rent consists of rent that is defined as COVID-19 Rental Debt that came due during the Transition Time Period of September 1, 2020 through January 31, 2021:

Due Date of Rent: September, _____, 2020 Amount unpaid: \$ _____
Due Date of Rent: October, _____, 2020 Amount unpaid: \$ _____
Due Date of Rent: November, _____, 2020 Amount unpaid: \$ _____
Due Date of Rent: December, _____, 2020 Amount unpaid: \$ _____
Due Date of Rent: January, _____, 2021 Amount unpaid: \$ _____

WITHIN FIFTEEN (15) DAYS of the date of service of this Notice upon you, excluding weekends and judicial holidays, you are required: a) to pay said rent, or in the alternative, b) to quit and deliver up possession of said premises, or in the alternative, c) deliver a signed declaration of COVID-19-related financial distress (provided in attachment 1), and documentation thereof (provided in attachment 2), if applicable, to the Landlord by any of the methods checked below or by mail to the following address.

Payment or Declaration should be delivered to:

Name: _____
Address: _____

Telephone: _____

(Check should be made payable to: _____)

PAYMENT MAY BE MADE IN ANY OF THE CHECKED METHODS BELOW:

By personal delivery:
The usual days and hours when available to accept payments are the days of _____ between the hours of _____ and _____

By mail or courier delivery to the above address (must be postmarked within the fifteen day notice period)

By deposit into Account # _____ at Bank Name: _____ Address: _____

By electronic funds transfer pursuant to previously established procedure

SHOULD YOU FAIL to pay the rent or to deliver up possession of the premises or provide said declaration and said documentation, if applicable, within said fifteen day period, your landlord will institute legal proceedings to recover possession of said premises from you, to declare forfeiture of the lease or rental agreement by which you hold possession of said premises, and to recover all unpaid rent, unlawful detainer damages, attorney's fees (if applicable), and Courts costs.

YOU ARE ADVISED that at this time we have not been informed that your unit is in need of any repairs. We take our responsibility as a landlord to maintain your unit in good repair very seriously. If you believe that any items need to be corrected, please address those issues to us in writing and we will inspect forthwith and make necessary repairs. Of course, if we do not receive any written repair requests, we will continue to assume that there are no items that need to be corrected at this time.

To tenants who owe COVID-19 Rental Debt, that came due during the Transition Time Period of September 1, 2020 through January 31, 2021, listed above, the following notice applies:

NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below). You will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before January 31, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and January 31, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and January 31, 2021.

For example, if you provided a declaration form to your landlord regarding your decreased income or increased expenses due to COVID-19 that prevented you from making your rental payment in September and October of 2020, your landlord could not evict you if, on or before January 31, 2021, you made a payment equal to 25 percent of September's and October's rental payment (i.e., half a month's rent). If you were unable to pay any of the rental payments that came due between September 1, 2020, and January 31, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before January 31, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September through January (i.e., one and a quarter month's rent).

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org.

HIGH INCOME TENANTS:

[] If checked, your landlord has documentation on file that indicates that you are a high income tenant, because you earn more than \$100,000.00 per year and you earn more than the median income in your county for your household size. The documentation consists of; _____ . Accordingly, attachment 2 applies to you.

Dated:

By: _____

Name:

Agent /Landlord

Attachment 1: Declaration of COVID-19-related financial distress

Attachment 2: Documentation Required for High Income Tenant, if applicable

Attachment 3: Notice from the State of California

Attachment 4: City forms, if applicable

Declaration of COVID-19-related financial distress

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

Signed under penalty of perjury: _____

Print Name: _____

Dated: _____

Perjury is a crime in the state of California:

CALIFORNIA PENAL CODE, PART 1, TITLE 7. OF CRIMES AGAINST PUBLIC JUSTICE

CHAPTER 5. Perjury and Subornation of Perjury

Section 118.

(a) Every person who, having taken an oath that he or she will testify, declare, depose, or certify truly before any competent tribunal, officer, or person, in any of the cases in which the oath may by law of the State of California be administered, willfully and contrary to the oath, states as true any material matter which he or she knows to be false, and every person who testifies, declares, deposes, or certifies under penalty of perjury in any of the cases in which the testimony, declarations, depositions, or certification is permitted by law of the State of California under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury.

Documentation Required for High Income Tenant

The attachment ONLY applies to you if the box under “HIGH INCOME TENANT” above is checked.

Proof of income on file with your landlord indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020. As a result, if you claim that you are unable to pay the amount demanded by this notice because you have suffered COVID-19-related financial distress, you are required to submit to your landlord documentation supporting your claim together with the completed declaration of COVID-19-related financial distress provided with this notice. If you fail to submit this documentation together with your declaration of COVID-19-related financial distress, and you do not either pay the amount demanded in this notice or deliver possession of the premises back to your landlord as required by this notice, you will not be covered by the eviction protections enacted by the California Legislature as a result of the COVID-19 pandemic, and your landlord can begin eviction proceedings against you as soon as this 15-day notice expires.

You are required to provide documentation supporting any claim that you have suffered COVID-19-related financial distress. Any form of objectively verifiable documentation that demonstrates the COVID-19-related financial distress the tenant has experienced is sufficient to satisfy the requirements of this subdivision, including:

- a) Tax return.
- b) W-2.
- c) Written statement from a tenant’s employer that specifies the tenant’s income.
- d) Pay stubs.
- e) Documentation showing regular distributions from a trust, annuity, 401k, pension, or other financial instrument.
- f) Documentation of court-ordered payments, including, but not limited to, spousal support or child support.
- g) Documentation from a government agency showing receipt of public assistance benefits, including, but not limited to, social security, unemployment insurance, disability insurance, or paid family leave.
- h) a letter from an employer
- i) an unemployment insurance record.

NOTICE TO TENANTS who have not paid one or more rental payments that came due during the transition time period of September 1, 2020 through January 31, 2021.

NOTICE FROM THE STATE OF CALIFORNIA: The California Legislature has enacted the COVID-19 Tenant Relief Act of 2020 which protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and January 31, 2021.

“COVID-19-related financial distress” means any of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to the health impact of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit your ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and January 31, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before January 31, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and January 31, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file which indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation which shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning February 1, 2021, if you owe rental payments due between September 1, 2020, and January 31, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

For information about legal resources that may be available to you, visit lawhelpca.org.

CITY OF EAST PALO ALTO ATTACHMENT

AS TO EACH RENTAL UNIT ON THE PROPERTY, the Landlord is in substantial compliance with the implied warranty of habitability and is in compliance with Section 14.04.100 (Annual adjustments) and Section 14.04.080 (Unit registration) of this the East Palo Alto Municipal Code Chapter 14.04.

RIGHT OF TENANTS TO SEEK ADVICE

Information regarding evictions is available from East Palo Alto's Rent Stabilization Program. The Program is located at: 2415 University Ave., East Palo Alto, CA. PHONE: 650-853-3114

Website: <http://http://www.cityofepa.org/rentprogram>

Tenants seeking advice about their rights and evictions should consult with an attorney. Some attorneys' offices in the City provide free legal services to tenants who cannot afford attorney's fees.

Derecho de los inquilinos a Buscar Consejo

Informacion sobre los desalojos esta disponible en la oficina del Programa de Estabilizacion de Renta, Ciudad de East Palo Alto. El Programa esta ubicado en: 2415 University Ave., East Palo Alto, CA. TELEFONO: 650-853-3114

Sitio web: <http://http://www.cityofepa.org/rentprogram>

Los inquilinos que buscan consejo sobre sus derechos y desalojos deben consultar con un abogado. Algunas oficinas de abogados en la Ciudad proveen servicios legales gratuitos a inquilinos que no pueden pagar honorarios de abogados.

CC: East Palo Alto Rent Board

DECLARATION OF SERVICE OF NOTICE TO RESIDENT

I, the undersigned declare that at the time of service of the papers herein referred to, I was at least eighteen (18) years of age, and that I served the following notice:

[X] Notice to Pay Rent or Quit

On the following resident(s): _____, and all tenants in possession

on the _____ day of _____ 20__.

BY DELIVERING a copy for each of the above-named resident(s) PERSONALLY

OR

BY LEAVING a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;

AND MAILING by first class mail on said date a copy to each resident(s) by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.

OR

BY POSTING a copy for each of the above-named resident(s) in a conspicuous place on the property therein described there being no person of suitable age or discretion to be found at the residence or any known usual place of business of said resident(s);

AND MAILING by first class mail on said date a copy to each resident(s) by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.

I also served the same notice on the East Palo Alto Rent Board, on the _____ day of _____ 20__, as follows:

BY MAILING by first class mail on said date a copy to the City by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to
**Rent Board, East Palo Alto Government Center
2415 University Avenue, 2nd Floor, East Palo Alto, CA 94303**

OR

BY EMAILING TO: rentprogram@cityofepa.org

I declare, under penalty of perjury, that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed this _____ day of _____, 20__ at _____ California.

Declarant