

- I am a landlord of one unit and am not able to sustain the effects of COVID-19 if my tenant is not required to pay their monthly rental payment. I make my tax payments in the quarterly installments each year and am currently counting on the April payment to pay my final installment for 2019/2020 tax year. Without the monthly rental income I am not able to make this payment which will cause me to incur late fees and put me at risk of losing my home. My rental income is how I pay my monthly bills each month, pay for food and keep up with my tax payments and repairs to the unit. I cannot afford to lose the income and continue to provide housing to my tenant. Neither can I afford to be forced to contend with a non compliant tenant that may choose to use COVID-19 as an excuse to not pay rent and have my hands tied in not being able to evict that tenant. For this reason and many other reasons as noted below, I support the statements below and ask that our voices as landlords and especially the smaller landlords such as myself be heard in this matter. We cannot continue to provide housing to good paying tenants when nonpaying tenants are taking advantage of the situation. Any tenant that is currently in default due to issues prior to this epidemic should be processed as such and not considered under this urgent remedy to assist those in compliance and trying to comply but cannot sue to COVID-19.
- THEREFORE, I agree with, and support direct rent assistance payments to landlords for the the following reasons:
- Disaster relief needs to be for both tenants and landlords to ensure that renters retain their housing and landlords can continue to operate. Direct payments to landlords will keep the supply chain functioning, including mortgages,

insurance, maintenance, etc. This isn't just about making sure that landlords get their money. Housing stability for our communities should be front and center during this crisis.

- A moratorium on mortgage payments provides some relief, but it doesn't provide income. Mom and pop landlords depend on their tenants' rent payments for their main source of income for food, medicine and utilities; we don't want to create a new category of people who need help.
- Rental properties require maintenance. If landlords don't have the money to pay for needed maintenance due to the crisis, they may face punitive damage awards for failure to maintain the unit.
- As our government officials pour money into the economy to mitigate the short- and long-term impacts of this crisis, part of what needs to happen is for people to keep buying goods and services to lubricate the economy and minimize the damage we are facing. Direct payments to landlords for the tenants who need help will be a vital way to infuse funds in to the local economies.
- Not all tenants need help. While many have been temporarily suspended from working, many are working from home, or have resources available to help them weather the storm. There needs to be some sort of needs test to determine whether the inability to pay rent is related to Covid-19 or not. Tenants should have to provide some sort of documentation from their employer that there is no work available, and that unemployment benefits for the household do not meet their needs for food, shelter and utilities. Gathering this data could also provide much needed information to the state regarding impacted communities. This could help inform future planning for unexpected crises that will undoubtedly come our way.
- Other pressing issues for some landlords are current pending notices for bad behavior by tenants, or termination notices issued prior to this time. Can these evictions still be processed

and executed, or do landlords have to sit tight while the tenant continues to damage the property, disturb the quiet enjoyment of the neighbors, and even commit criminal acts while being protected from eviction? Also, under current law, once a notice of termination has expired, if the landlord accepts rent for any period beyond the termination date, they waive their right to terminate on that notice. With the implementation of SB 608 and the subsequent restrictions on termination of tenancy after the first year, a landlord could get into a real bind. Can waiver rules be temporarily suspended due to this crisis allowing landlords to accept rent, but still keep their notice valid?

- Thank you for considering our comments.

Mary Walker

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