

The ordinance includes the following provisions:

Those that are eligible must present documentation of one or more of the following:

- Loss of employment
- Loss of employment due to diagnosis of COVID-19 or recommended quarantine
- Loss or substantial reduction (30% or greater reduction in salary or hourly wages) in employment due to loss of childcare due to school closure
- Loss of employment resulting from need to care for a family member suffering from COVID-19
- Loss of income due to a state/local requirement requiring those 65 and over to stay indoors
- Compliance with any other federal, state or local COVID-19 mandate precluding the tenant from earning their normal income
- Any of the aforementioned circumstances must be reasonably evidenced with documentation including but not limited to: note or letter from employer regarding tenant's loss or substantial reduction in employment, payroll records showing substantial loss of income due to COVID-19.

Tenants must provide documentation or other objectively verifiable proof of loss of income and expenses, including:

- Copies of business records;
- Bank statements that illustrate a drop-in income;
- Employer pay stubs;
- Letter from an employer notifying tenant of reduction of compensable hours;
- Other documentation that proves that tenant has not been generating the same level of income due to COVID-19;
- Substantial out of pocket medical expenses related to COVID-19.

Timing of Notification and Documentation:

- Tenant shall notify on or before the day that rent is due.
- Tenant shall demonstrate substantial loss of income or substantial out-of-pocket medical expenses resulting from the outbreak of the COVID-19 virus or any government response to the outbreak within one week of the notification.

Tenant Repayment Plans:

- Tenants shall have up to six months from effective date of this ordinance to pay landlords all unpaid rent.
- During that time period, the protections against eviction in this ordinance shall apply.
- Landlord may not charge late fees for any rent that is delayed due to this ordinance.
- Ordinance is not a moratorium or waiver of a tenant's contractual obligation to pay rent.
- Landlord can seek rent from tenant but cannot terminate tenancy and evict tenant because of a lack payment while moratorium is in effect.

- Once eviction moratorium ends, landlord allowed to exercise rights to collect rent, demand past due rent due and evict tenant under law.

Landlord Assistance – City Council Requests:

- Work with banks and lenders to halt mortgage payments or foreclosures
- Request that local, state and federal elected leaders adopt economic aid packages to ensure landlords have minimal impacts to their operations such as:
 - Rental assistance to tenants in the form of grants
 - Suspension of the collection of property taxes
 - Forbearance on water and sewer payments as well as any other city payments that may be deferred
 - Low-Interest loans

Landlord/Tenant Responsibilities:

- Landlords are not precluded from negotiating with their tenants to resolve challenges related to a lack of income to pay rent.
- While the ordinance will protect tenants from eviction, rent will continue to be due under the rental contract.
- Tenants will be continued to be subject to any other requirements of their rental agreement.
- During the moratorium, landlords and tenants are encouraged to negotiate reasonable plan to pay the rent.