**RENT FORBEARANCE AGREEMENT THAT DEFERS ALL OR A PORTION OF THE RENT DUE WHEN OAKLAND TENANTS ARE DIRECTLY IMPACTED BY THE COVID-19 CRISIS**

This Rent Forbearance Agreement is made effective this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Landlord”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Tenant”) to accommodate rent for the residential real property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**RECITALS**

1. A local emergency was proclaimed by the Mayor and ratified by City Council on March 12 in response to the novel coronavirus (COVID-19) pandemic, On March 27, Oakland enacted an emergency ordinance that imposes a moratorium on residential evictions based on nonpayment of rent that becomes due during the local emergency when the Tenant suffers a substantial loss of income due to COVID-19. The ordinance limits rent increases, prohibits late fees for the duration of the emergency and further bans evictions when the landlord has impeded the payment of rent.
2. The tenant has indicated a hardship due to the pandemic, namely, a loss of employment, or a reduction in hours, or an inability to work because of children out of school, falling sick with COVID-19, compliance with a recommendation from a government agency to self-quarantine, or the incurrence of substantial out of pocket medical expenses due to COVID-19.
3. On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, the Tenant has furnished documentation to the Landlord or his/her designee. Said documentation, a summary of documentation received, or a description of circumstances is attached hereto.
4. As a longstanding pattern, both parties have established that the monthly rent due is on the \_\_\_\_\_\_ day of each month. Due to a demonstrated hardship from the COVID-19, both parties wish to amend the Lease on each and all of the terms, provisions, and conditions contained herein.

In order to accommodate rent for the aforementioned premises and to ease the financial burden of the Tenant without relieving the Tenant of the obligation to pay back rent in the future, both parties agree as follows:

1. Nothing in this Agreement absolves the Tenant of accrued rent due. Tenant’s obligation to pay rent shall remain in full force and effect; however, the deferred amount of rent is $\_\_\_\_\_\_\_\_\_\_ per month, effective \_\_\_\_\_\_\_\_\_\_\_, 2020, with a balance of $ \_\_\_\_\_\_\_\_\_.

2. The landlord and tenant

 **[X] Agree [X] Do not agree**

to a temporary rent reduction that lowers the base rent used for calculating rent increases under the Rent Adjustment Ordinance. Afforded the status of a Good Samaritan, the Landlord reserves the right to raise the rent back to the rate established before the temporary rent reduction. The original rent amount is $\_\_\_\_\_\_\_\_\_\_ per month. If a temporary rent reduction is agreed upon by both parties, the adjusted rent amount is $\_\_\_\_\_\_\_ per month.

(i) If applicable, the rent reduction granted is fleeting in nature and the Tenant is advised that a decrease in rent is wholly unrelated to market conditions, habitability, or a reduction in housing services.

(ii) If applicable, the original rent amount of $\_\_\_\_\_\_\_\_ will go into effect on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020. Absent a date certain, the Landlord can raise the rent back to the original amount at his or her sole discretion, with proper notice.

3. Tenant understands that the covenants of the original lease agreement are enforceable and that Oakland’s moratorium on evictions does not apply to instances when the health and safety of other occupants are compromised. An imminent threat to health or safety will constitute grounds for eviction.

4. The Landlord reserves the right to raise the rent, as allowed by law and with proper notice, except rent increases cannot exceed the CPI Rent Adjustment, which is 3.5% as of the date of this Agreement and adjusted on June 30, 2020. The tenant is not required to pay late fees for rent that became due during the local emergency declared by the City of Oakland in response to the COVID-19 pandemic if the rent was late for reasons related to the pandemic. You may contact the Rent Adjustment Program at (510) 238–3721 for additional information and referrals.

5. It is understood that the tenant may avail the financial assistance of third party non-profit organizations to pay all or a portion of the rent. The Landlord endeavors to substantially comply with reasonable requests for documentation required for the Tenant to receive rental assistance and indeed, encourages this outreach.

(i) The Landlord’s acceptance of rental payments made on behalf of the tenant by a third party shall not create a tenancy between the Landlord and the third-party payor, provided that written notice so notifies that a tenancy with the third party is naught.

6. By signing this Rent Forbearance Agreement, Tenant attests, under penalty of perjury, that the documentation or other objective information provided to the Landlord to support the loss of income due to the COVID-19 virus is true and correct.

7. This Agreement shall terminate without further action by the parties until such time that the local emergency remains in effect, including all amendments and/or extensions thereto, cease to be effective

8. Unpaid back rent is considered a debt and Landlord reserves the right to report this debt to credit reporting agencies and otherwise make a notation to third parties on past due rent.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Amendment on the date set forth below.

Landlord Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_