

Date: _____

_____ (Landlord's name and address)

RE: Tenant's Response to Landlord's Notice of Termination of Tenancy

Dear _____ (Landlord's name):

I am currently a tenant of the property located at _____ (Tenant's address).

You gave me notice of _____ on _____ (date) and told me I had to move out of the property by _____ (date).

The notice that you gave me is defective/will not support an action for unlawful detainer for the following reasons (check all that apply):

- PURSUANT TO COUNTY OF SANTA CLARA ORDINANCE NO. NS-9.287, as extended by Ordinance No. NS-9.288 and amended by Ordinance No. NS-9.289, you may not pursue an action for unlawful detainer against me. You told me that you are terminating my tenancy because **(circle one)** NON-PAYMENT OF RENT/NO FAULT REASON. However, pursuant to the above Ordinance, you are not permitted to terminate my tenancy at this time because my income has been substantially negatively impacted by COVID due to the following:
 - Job Loss
 - Missing work to care for a child due to school closure
 - Reduction of hours
 - State or local emergency action that prevents me from working
 - Missing work to care for a family member infected with COVID-19
 - Substantial out-of-pocket medical expense
 - Other: _____

DOCUMENTATION: I can demonstrate substantial loss of income or out-of-pocket medical expenses by providing:

- Letter from employer citing COVID-19 as a reason for reduced work hours or termination
- Paycheck stubs from before and during the COVID-19 pandemic
- Bank statements showing financial situation before and during the COVID-19 pandemic
- Other proof(s) of substantial loss of income: _____

DOCUMENTATION FOR ITEMS SELECTED ABOVE IS ATTACHED:

- Yes
- No

- The notice you served me during the COVID-19 pandemic is void pursuant to Santa Clara County Ordinance No. NS-9/287, as extended by Ordinance No. NS-9.288, and amended by Ordinance No. NS-9.289 because it did not include:

- A reason for the termination of tenancy
 - Notice of Tenant's rights under Santa Clara County's Ordinance No. NS-9.287, as extended by Ordinance No. NS-9.288 and amended by Ordinance No. NS-9.289
 - Notice of emergency rental assistance programs.
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- The method of service of the notice you gave me did not comply with California Code of Civil Procedure sections 1162 or 1946.1, which requires you to give the notice to the tenant personally, leaving it with another person and mailing a copy to the tenant; affixing it to the premises and delivering a copy to the tenant; or sending a copy by certified or registered mail.
 - You did not provide me with written notice of termination. *See* California Code of Civil Procedure section 1946.1(a).

Because the notice you gave me is invalid, I will not be moving out. Failure to comply with Santa Clara County's Ordinance No. NS-9.287, as extended by Ordinance No. NS-9.288 and amended by Ordinance No. NS-9.289 is an affirmative defense to an unlawful detainer case. If you continue to attempt to recover possession or recover possession of residential real property in violation of Santa Clara County's Ordinance No. NS-9.287, as extended by Ordinance No. NS-9.288 and amended by Ordinance No. NS-9.289, retaliate against me for exercising my rights, or attempt to prevent me from acquiring any rights, the aforementioned ordinance permits me to institute a civil proceeding for injunctive relief, money damages up to three times the amount of actual damages, including damages for mental or emotional distress, and attorney's fees and costs.

I have kept a copy of this letter for my records.

Sincerely,

Name: _____

Signature: _____