

From: Kevin Sharpton <sharptonhome@gmail.com>
Sent: Monday, June 8, 2020 12:00 PM
To: Williams, Das; Hart, Gregg; Hartmann, Joan; Adam, Peter; Lavagnino, Steve
Cc: sbcob
Subject: Re: SB County: Rent Eviction Moratorium Rental- Ordinance 5099 Additional language needed + Other

Caution: This email originated from a source outside of the County of Santa Barbara. Do not click links or open attachments unless you verify the sender and know the content is safe.

Hello Supervisor Williams and team,

I'm reaching out to give you an update of my tenancy issues in Montecito so you can keep track of what is probably occurring with other tenants as well. My fixed term lease ends on 06/30/20 with a clause to vacate, or if the landlord accepts rent, becomes month to month. There's no indication that they will even accept the rent as you can read, see their email below that was received yesterday.

My questions about the SB County ordinance and what the status is of the following issues that have created work arounds by legally savvy landlords who have no desire to work directly with tenants who have incurred economic despair.

SB County Ordinance:

1. Is there no clause stating that there should be no penalties nor interest applied to deferred rent?
2. Is there no length of time denoted in which deferred rent should be payed?

* The two above items are in the City Ordinance. IF there's no communication nor reply on my proposals set forth to the landlord, then we have no coverage and will incur more financial plight.

Other- I know item #3, far below in my email to your earlier, may not have been fully embraced, but what's the current update on my other proposed items...see far below?

She's only sent 1 notice, that I called and left a message for her and her husband, a entertainment lawyer not on the lease, writes these emails for her. I've only deferred 50% of April rent, paid a portion back along with full rent for May and for June. Their expenses are being covered!

I've proposed a 3 month payback of the April deferred rent, no reply. I've asked for a 12 month lease extension, that is now being dangled in front of my family as my fixed term lease expires on 06/30 to vacate. I understand as a tenant I have eviction and judicial council protections, but the accrument of interest/penalties would negate us staying and force us to move out. Housing inventory is non existent throughout the local area as most tenants are staying in their existing homes. Our local realtor friends have mentioned some owners are charging exuberant prices to people fleeing their towns, such as LA, and getting top dollar! You could probably call a few and ask them as well. The rental market affordability is sky rocketing, as there's no definitive protection measures in play. Once the order is lifted, another societal issue will develop that needs protective measures today. Time is personally running out for my situation that will have affects upon my children to possibly attend another school. How do you safeguard children and their mental well being during these times? You try and create stability!

How can you help? I'm a resident of six in Montecito.

Kevin

I have never seen my property, and especially the inside of the house, since you moved in almost three years ago, and of course doing so would weigh in my decision whether to extend the lease. I sent 2 emails requesting this visit (which is contemplated by the lease on notice), but unfortunately got no reply. If we can get that out of the way quickly, I can make a decision. I'm ready most afternoons to come over when you give me the go-ahead.

Also, as you know, the lease provides for liquidated damages in the amount of 10% of the rent (\$700) each month -if there is a default in the rent, which was the case with the April rent, and the subsequent months of May and June. The default payment of the April rent has not yet been cured (\$2,500 remains due), nor the liquidated damages for each of the preceding three months (\$2,100) while the April default continued, & has remained unpaid.

I have the right under the lease to apply your security deposit (\$6,500) to pay the amount of the default in rent in the amount of \$4,600, and upon five days written notice, which I am giving you now, to require you to top-up the security deposit (a payment of \$1,900).

On May 11, 2020, at 1:35 PM, Kevin Sharpton <sharptonhome@gmail.com> wrote:

Hello Santa Barbara County Board of Supervisors,

Thank you for your tireless efforts to keep our community safe and functional during these unprecedented times. Our experiences will make us stronger!

Ordinance 5099 needs additional definitive addendums to... Preserve housing security, increase stability and to prevent further homelessness. The CA State 37-20 does not provide these protections and we need your help!

LA City has adopted similar language as well as a few other counties.

I'm requesting you adopt the following language into this SB County Ordinance 5099 on May 12th:

1. "Automatic Housing Lease Extension" This lease extension guarantee should be for 12 months at the current rent paid. Provides protection to recently expired leases in which the tenant resides on a month-to-month term, or to a lease that is about to expire. Without this language, landlords may take action against renters who have deferred rent and force them out for a higher paying tenant. This force out will burden existing tenants to spend additional

monies for moving companies, moving expenses and increase the potential homelessness for families with and without children. This will also delay deferred rent payments to the landlord.

2. "No Fault Evictions" Prevents a landlord trying to perform a forced move-in of themselves, a family member or demolition of the rental unit to force existing tenant to move out of the premises. This should have a 12 month coverage.

3. "Landlord Accessibility to inside of Premises for emergencies only" Landlord should only have access to the inside of the property for Emergency related issues, as they arise, during the State of Emergency to prevent exposure to all tenants, but specifically to protect immune compromised individuals and our children. Protection of health is paramount and prevents harassment tactics.

4. "Rent Increase Freeze" during the state of emergency, prevents landlord from forcing out tenants due to higher rent. A 12 month coverage during phased economy reopening, potential upcoming positive spikes and future lockdowns with less income to be earned by working citizens.

5. "Private Right of Action against landlord" who violates the eviction moratorium ensures legally savvy landlords to not circumvent ordinance language gaps. A nominal fine should be applied to violating landlords.

6. "Ordinance Extension" - should follow other local regions, LA city and county, in suggesting this moratorium is extended to August 31st, 2020.

7. "Deferred payment plan" - determine this to be paid within 6 months after the Moratorium ends or is repealed

Time is of the essence for our officials to act during your scheduled meeting on Tuesday, May 12th.

Regards,

Kevin Sharpton