To [Landlord]:

I hope these trying times find you as well as can be expected. I’m reaching out in the understanding that none of us can go this alone and the continued tenancy of my business in this space operates to our mutual benefit for a number of reasons including maintaining property values and the vibrancy of our district.

To get this done, I’m asking you to consider modifying our arrangement in order to accomplish our shared goals. I’m also proposing that local and/or state governments issue regulations memorializing this compromise with protections for both the landlords and tenants in our community.

With regards to our lease, I’d like to discuss a full or partial rent abatement with a provision to compensate you for the difference when the economic situation rebounds, either on a percentage or profit sharing basis. It’s my understanding that other property owners in the district have already agreed to charging half rent for April and May in order to allow their tenant to remain while we learn the severity and duration of this crisis.

Regarding governmental action, we are asking the City of San Diego to extend protections to residential and commercial tenants by proposing the following language:

“No landlord shall evict a commercial or residential tenant in the City of San Diego during this local emergency period if the tenant is able to show an inability to pay rent due to circumstances related to the COVID-19 pandemic. These circumstances include loss of business income due to a COVID-19 related workplace closure, child care expenditures due to school closures, health care expenses related to being ill with COVID-19 or caring for a member of the tenant’s household who is ill with COVID-19, or reasonable expenditures that stem from government-ordered emergency measures.

Nothing in this ordinance shall be construed to mean that the tenant will not still be obligated to pay lawfully charged rent. Tenants will have up to 9 months following the expiration of the local emergency declared by San Diego to repay any back due rent.”

With the understanding that your financial situation is similarly perilous, we further request that:

“The City urges financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical 20-3,934 3 expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19. 5.”

I encourage you to do the same, and if desired, can provide you with a draft letter or email.

I understand that you may be dealing with multiple requests of this nature and I appreciate your time and consideration. Since we’ve been asked to maintain our distance, please call me at your convenience to discuss this in greater detail.

Sincerely