COMMUNICABILITY: LANDLORD-TENANT RELATIONS IN A PANDEMIC

When housing was a commodity in the capitalist economy of the 21st-century United States, a person known as a “tenant” would pay money, often referred to as “rent”, to a “landlord” to use their property as a home. For landlords, investment in housing was not only a way to build wealth as property values increased, but also a way to generate ongoing income in the form of rent payments from tenants.

This came with certain expectations, codified in the form of a written document known as a “lease”. Though these documents help us to see the system called “the economy” as underpinned by millions of individual, specific agreements between real people, such agreements created not just legal obligations but also structural relations between tenant and landlord that often resembled the class relations between worker and owner. And landlords who owned multiple properties or units often employed a property management company to handle maintenance and repairs, as well as advertising and communications with tenants, creating a middle layer of management common in other types of capitalist firms.

In early 2020, as the COVID-19 pandemic caused many Americans to lose regular employment income, landlords, property management companies, or others acting on their behalf, anticipating the possibility of non-payment of rent, sent out preemptive messages and notices in the form of letters or emails sent to tenants. These communications exhibited a range of tones, from friendly and understanding invitations to cooperate, to aggressive and condescending threats to retaliate.

This collection, drawn from samples gathered across the United States, shows the variety of landlord-tenant relations and offers a glimpse into the workings of rentier capitalism. It is presented as an online supplement to the exhibit of artifacts related to housing and real estate speculation that Museum of Capitalism contributed to the exhibition “After the Plaster Foundation” at Queens Museum.
Skyland Management, which managed residential properties in Florida and New York states, sent this email to tenants in early April 2020, reminding them that the pandemic will pass and rent is still due, and suggesting several businesses where they could apply for employment.

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COVID-19 IS TERRIBLE; HOWEVER. IT WILL PASS AND IN THE MEANTIME:

RENT IS STILL DUE, as it is at every other apartment building or rental in New York City and Florida. Owners still have to pay their bills including mortgages water, sewer, garbage, insurance, property taxes, salaries, etc.
If you have been laid-off from your job due to the closures of non-essential businesses, there are still several places hiring:

- Grocery stores
- A m a z o n
- W a l m a r t
- Domino's pizza / other pizza delivery stores
- Delivery drivers for food, etc.

Worst case scenario, file unemployment, and you'll receive checks from unemployment.

- Unemployment office: New York (888) 581-5812 Florida (800)204-2418
- File unemployment online at labor.ny.gov (NY) connect.myflorida.com (FL)

Additionally, the Federal government is expected to be mailing out checks to everyone soon.
Los-Angeles-based ROM Residential drafted this letter asking for tenants’ sign-off on payment plan terms. The fine print included a clause stating that if a tenant receives any government stimulus, “resident agrees to pay owner within 5 days of the receipt of payment 100% of the monies received.”
RENT DEFERRAL AGREEMENT

This Agreement is entered into on the date below between Resident, on one hand, and Owner, its Management Company, employees, agents, and assigns (collectively “Owner”), on the other, and is intended to be part of the Lease Agreement previously entered into between Resident and Owner.

Due to the COVID-19 Pandemic (“Pandemic”) and resulting governmental actions affecting businesses and the economy, Owner has determined to provide below Rent Deferral Options for those who qualify.

1. Rent Deferral. Owner and Resident agree to a deferral of the of the payment of rent for the month of April 2020 as stated in this agreement. It is acknowledged and agreed that rent is still owed. Provided the terms of this agreement as fully complied with, Owner will waive late fees for the deferred payment. The intent of this deferral is to provide temporary assistance to resident due to the direct economic effect of the COVID-19 virus. In the event the Pandemic and its effect for the Resident continue into the month of May 2020, Resident may apply for additional deferral and modification of this agreement. Nothing herein shall require owner to allow for continued deferral of rent.

2. Acknowledgement of Compliance. Resident affirms the following as of the date of this agreement:
   1. Resident is current with all payment obligations under the terms of the Lease Agreement.
   2. Resident is in full compliance with all other terms of the Lease Agreement and House Rules.
   3. There is no pending eviction or collection against Resident.

3. Acknowledgment of Default. Resident acknowledges that upon execution of this agreement, Resident will be in default of the terms of the Lease Agreement. This agreement is to allow for a cure of the default for nonpayment of rent.

4. Waiver and Release. Resident acknowledges that execution of this agreement shall constitute a complete and total resolution, release and waiver of any and all claims, of any nature, known or unknown, of resident which may exist or potentially exist against Owner as of the date of this agreement. This agreement supersedes any previous agreements, oral or written, regarding any and all claims of any nature, known or unknown, of Resident which may exist or potentially exist against Owner as of the date of this agreement.

5. Lease Agreement. The terms of the Lease Agreement shall remain in effect except as specifically amended by this agreement, included but not limited to, the terms relating to collection costs and attorney’s fees. Resident agrees to strictly abide by all such terms and conditions. Any violations shall end title owner to void the payment schedule here in and seek immediate repayment of any amount owed including any waived late fees or other fees. Owner may require as part of this agreement, the execution of a new lease agreement, that extends through the anticipated date of the repayment (or longer).

6. Subsidy or Charity. In the event, resident receives any stimulus monies from any government entity, charitable entity or other entity related to the pandemic during the pendency of the payment deferral as stated herein, resident agrees to pay owner within five (5) days of receipt of payment 100% of the monies received up to the full amount still owing under this agreement and the Lease Agreement. If resident’s conditions change (from those stated to qualify for this deferral i.e. back to employment, other financial benefits reinstated, etc.) Resident shall immediately notify owner.

TERMS OF DEFERRAL ON FOLLOWING PAGE
Residents from cities across the US posted this letter received from Alliance Property Management, which once claimed to be the seventh largest management company in the nation. The letter attempted to correct rumors of rent relief programs with a statement many recipients found particularly biting: “Nothing could be further from the truth.”

MESSAGE FROM ALLIANCE PROPERTY MANAGEMENT RE:
ORDINANCE LAMC20-0147-S19ORD186585-03.31.2020 (INFO)

April 2, 2020

Over the past few weeks we have received an increasing number of inquiries regarding emergency rules and ordinances passed in the wake of the COVID-19 pandemic, some of which supposedly relieve tenants of their obligation to pay rent. Nothing could be further from the truth. The only change is that, for COVID-19 impacted tenants, limitations have been placed on a landlord’s right to enforce payment of rent by eviction.

The Executive Orders, Council Resolutions and emergency ordinances change almost daily and vary significantly from State to County and from City to City. Nevertheless, three basic provisions are common to all. First, these new rules apply only tenants who can show an inability to pay rent resulting from job loss, reduction in hours, medical expenses, child care expenses caused by school closures, or other financial hardship caused by the COVID-19 pandemic. Second, these protections for COVID-19 impacted tenants are only temporary. And, third, any rent deferred is still owed and must still be paid eventually when the emergency ends.

For residents of the City of Los Angeles, the full text of the most recent emergency Ordinance as adopted by the City of Los Angeles on March 27, 2020 is attached for your information. We recommend that you search the internet and/or contact your local rent control board or other qualified advisor for the exact version of these emergency rules applicable to your area.

We sincerely hope that this information will be of help. Stay safe and stay healthy.

Very truly yours,

Alliance Property Management, Inc.

PLEASE DO NOT REPLY TO THIS EMAIL. THIS IS FOR INFORMATIONAL PURPOSES ONLY.

IF YOU NEED TO CONTACT US, PLEASE EMAIL RENT@ALLIANCELA.COM
Allentown, Pennsylvania based Hyman Properties threatened to disconnect tenants’ cable services if rent was not received on time, stating that “it is very offensive to us” if tenants chose to pay for utilities considered “non-essential” before paying rent.

To All Tenants:

We understand that these are difficult times and some of you may have lost your jobs and/or be on unemployment. Despite these circumstances, you are required to pay your rent on time. While this may sound like we are being uncaring, please keep in mind that all of our expenses, including bank mortgages, taxes, insurance, etc continue to be due and payable on time.

Our policies to enforce the payment of rent remain exactly as they were before:

April 1st: Rent is due

April 2nd through April 5th: Rent is due along with a $50 late charge.

April 6th: Evictions will be filed and cable service will be disconnected for all tenants who have not paid their rent in full

If you are not able to pay your rent in full, please contact the office and we will arrange a date for you to move out of your apartment.

It is very offensive to us when tenants continue to pay for a non-essential service, like cable service, but do not pay their rent in full for the essential service of shelter. Accordingly, IF YOUR RENT IS NOT RECEIVED BY APRIL 5th, YOUR CABLE SERVICE WILL BE DISCONNECTED BY US. While you do pay RCN for cable service, part of your rent payment to us includes payment for the use of our wiring from the cable connection to your apartment. Accordingly, we are well within our legal rights to disconnect the cable. Calling RCN will not resume your cable service because they will not be permitted access to our cable connections.

We hope that you and your families are safe and healthy.

Hyman Properties
Indianapolis-based RJR Ventures emailed tenants to suggest they dip into savings, borrow from relatives, or sell their car to make rent payments, even before procuring food for themselves. The email promises aggressive “removal” while appealing to a sense of group unity which if violated might “make everyone homeless.”
This email to tenants from a Brooklyn landlord called for communication and collaboration, stressing the expenses that landlords have, which make the pandemic-induced hardships “not one-sided.”

From: [Redacted]
Date: Tue, Apr 14, 2020, 11:50 AM
Subject: 04/14 Greetings from Dave Re: Mid Month check in with our Leaseholders
To: [Redacted]

Greetings Tenant,

I hope you are well and safe during this time.

I know you may be out of work or furloughed during this time which i understand, please communicate with me if you have not paid April rent and or Utilities and an explanation to discuss a payment plan. I hope you file for your unemployment during this time.

The April rent and utilities are due as mentioned(and in the press) in my e-note before the end of the month, we have to pay our mortgage, property insurance, utility bills, pay roll and other assorted expenses and we rely on our rent to pay the necessary bills to keep your property operating and maintained.

I am communicative and forthright, I want to hear from you and how we can work this out no matter of your financial situation, it is important to maintain a working relationship with communication during a hardship to work together, we are in this together it is not one sided.

Appreciate it and thanks again , be safe and have a good day,
A Milwaukee landlord whose mortgage and bills were already paid reduced his tenants’ rent for the month of April to $100, hoping the savings would be spent on local businesses and help “our economy.”

To My Tenants
March 17, 2020

I’ve been watching how people are reacting to this virus thing. It appears that the whole country is shutting down. Not exactly grinding to a halt, but contracting significantly for at least the next 2 weeks, maybe more. It occurred to me that my tenants might be affected — missing work, or even becoming infected, putting you into a financial bind.

I’m living on a fixed income (doesn’t go up much, but doesn’t go down, either). My mortgage is paid, and my bills are covered. So I’ve decided to contribute to the neighborhood’s recovery.

For the month of April, 2020 your rent will be $100.

If you are struggling financially this will give you some relief. If, however, you have the means, I suggest you use this windfall to buy food or services in Riverwest. Get a carry-out meal from one of our great restaurants (and leave a nice tip). Spend a few bucks at the hardware store. Get groceries, if you can.

Consumers sitting on their wallets for a few days crashed the stock market. Our economy only works if that cash is circulating. We all need to contribute a bit to climb back to normal.

I hope you’ll do your share.
Hey everyone,

Hope everyone is well, I know i spoke with [redacted] and i understand that its hard times right now and we are all in the same boat my friends, family and myself are also effected by everything going on. I am willing to work with everyone and come up with a plan given the circumstances and try to elevate some stress on all ends. i just need to make sure we are all on the same page inregards to the moratorium. Again, I understand that there is a lot going on right now with Layoffs and the Covid-19 issue in general but, the moratorium does not mean that rent doesn't get paid at all. There are programs to help if you are struggling financially such as unemployment and the one shot deal which is an emergency assistance program that can provide qualifying New Yorkers with a one-time payment they can put toward rent. Im also willing to do a split billing on the rent to help the best i can for half of the rent now and the other half of the rent by the 25th of this month. If you can see this from my position as well as yours I still have a mortgage to pay on the property and I have no interest in defaulting, deffering or getting anywhere close to the foreclosure process even with the provisions in place.

Talk soon!

Thanks,
FOR IMMEDIATE RELEASE
May 7, 2020
Contact: nylandlordsunite@gmail.com

“We can’t breathe:”

NEW YORK — Earlier this morning, Gov. Cuomo announced extension to the state’s previous moratorium on evictions. It is becoming a reality the State wants to put Landlords in bankruptcy. NYC Landlords United formed by small landlords across NYC formed a committee and is preparing a massive mobilization of resources to help landlords stay afloat. www.nyclandlordsunited.com launched today!

“Were done playing by the rules,” said [redacted] a member of the Landlords Unite committee. “Our entire lives, we’ve spent on buying some properties to feed our families, we don’t see a profit leave be most of us are on a loss with the vigorous laws NYS passed last year. It will only get worse with tenants encouraged not to pay rent due to covid19. Our politicians need to see the truth! Most of us are small time landlords with no extra money”

NYC Landlords Unite is organizing a class action lawsuit and looking at options of a property tax strike. More then 3,000 landlords citywide have pledged unity for the cause.
Dear Residents,

The coronavirus (COVID-19) pandemic has thrust our community into unknown territory. We recognize this is a frightening time and that many in our community have faced both health and economic impacts. We are here to try to help.

The last thing anyone wants is to lose a safe place to call home. Unfortunately, there has been misinformation circulating online and in the media about what the current crisis means for those who rent their homes. Our hope is to eliminate any confusion.

If you have suffered a job loss or other substantial loss of income due to the COVID-19 pandemic and are unable to pay rent, we encourage you to notify us as soon as possible to discuss potential alternative payment arrangements that may be made to accommodate your situation. Please be aware that if you do not contact us to let us know that you have been affected by COVID-19, we will not know that you may need assistance during these unprecedented times.

If you are not currently facing a COVID-19 related hardship, please continue to pay rent as usual. As employers, we want to ensure we are able to continue to support the personnel and staff who work every day to provide essential services to all residents. We are all in this together, and if we work together, we can weather this storm.

It is our hope that in the coming weeks and months our elected leaders will take steps to provide financial assistance to mitigate the hardships faced by residents. We value all our residents and will support efforts by our leaders to help support members of our community during this pandemic.

If you have questions or concerns, please contact ________________ at ________________.

With sincerest appreciation,
The Eviction Defense Collaborative, a San Francisco-based nonprofit dedicated to helping low-income tenants respond to eviction lawsuits, offered this sample letter for tenants. In the early months of the pandemic, as tenant organizing and widespread calls for rent strikes grew, sample letters like this were drafted and shared widely, within single buildings and among whole complexes and neighborhoods.

Tenant Name:
Tenant Address:

Dear Landlord,

I am writing to inform you that I will not be able to pay rent because of a financial impact related to the COVID-19 (coronavirus) outbreak. One or more of the following situations applies to my household.

- Loss of income due to business closure
- Loss of compensable hours of work or wages
- Layoffs
- Extraordinary out-of-pocket medical expense
- Due to the COVID-19 (coronavirus) outbreak, Rental Assistance Agencies are unable to process back rent applications and will not be able to assist until further notice.

Please note: Mayor London N. Breed announced a moratorium on residential evictions related to financial impacts caused by COVID-19. The moratorium will prevent any resident from being evicted due to a loss of income related to a business closure, loss of hours or wages, layoffs, or out-of-pocket medical costs caused by the COVID-19 pandemic. The Mayor issued this moratorium under the powers of the Local Emergency she declared on February 25th.

Please let me know if you have any questions or need any supporting documentation for your records. Thank you for your patience and collaboration.

Sincerely,

Your Tenant
These letters and emails were collected with the help of many individuals who shall remain anonymous. All identifying information of recipients has been redacted to prevent retaliation by management. Many of the letters and emails addressed to tenants were sent by individuals acting on behalf of organizations; in these cases, the names of these individuals have also been removed.

All texts in this collection are presented in full as they first appeared, though some additional formatting has been applied for consistency and readability. Some have been reconstructed in cases where samples came from reporting or were forwarded as text files. We wish to acknowledge reporters Ron Lee, James Crowley, and Caroline Reinwald, and various users of social media, for helping to share these stories.

For more information on tenant rights and housing justice advocacy, please visit Cchaya CDC (Queens), Housing Justice For All (New York City), or Alliance for Housing Justice (US). As part of their larger work to document experiences and stories around gentrification, displacement and resistance, The Anti-Eviction Mapping Project is creating an ongoing archive of post-COVID tenant-landlord communications here.