

Understanding California's COVID-19 Tenant Relief Act of 2020

What protections does the law provide?

- ▶ Renters who have COVID-19 related economic impacts (lost income, increased expenses, etc.) have protections from eviction for failure to pay rent from March 1, 2020 through January 31, 2021, as long as the tenant follows the notice requirements described below:
 - For rent due between March 1 and August 31, 2020, a renter who completes a declaration that they have COVID-related economic impacts can never be evicted because they did not pay that rent.
 - For rent due between September 1, 2020 and January 31, 2021, a renter who completes a declaration that they have COVID-related economic impacts AND pays 25% of the rent due for each month of that time period by January 31, 2021, can never be evicted because they did not pay the rest of that rent.
 - Even if a renter cannot pay this 25%, they are protected from eviction until February 1, 2021 based on rent due from September 1, 2020 to January 31, 2021 if they have completed the declaration that they have lost income because of COVID.
 - The landlord can still seek to recover any of this unpaid rent in small claims court after March 1, 2021.
- ▶ No evictions for failure to pay rent can begin before October 5th, even if the renter has not lost income because of COVID.
- ▶ All renters in the state have minimum Just Cause Eviction Protections through January 31, 2021, meaning landlords may not evict you without stating an allowable reason.
- ▶ Landlords face increased penalties if they illegally lock out tenants, shut off utilities like hot water, remove outside doors or windows, or engage in other extreme harassing behavior.
- ▶ Credit protection for tenants with COVID related financial distress.

What do renters need to do to get this protection?

- ▶ If a landlord wants to recover rent that was not paid between March 2020 and January 2021, they must give the renter a 15-business-day notice “To Pay Rent or Quit [get out]” that explains the new law, together with a blank declaration the renter can sign that says they have economic impacts from COVID, such as lost income or increased costs. If the renter is high-income and the landlord has proof of that, they can ask for documentation of economic impacts, but for most renters, no additional documentation can be required.
- ▶ If a landlord sends a notice to pay or get out, an impacted renter can return the attached “declaration of COVID-19-related economic impacts” within 15 business days (they should send it in immediately and keep a copy of the notice and the declaration).
- ▶ The renter **MUST SIGN** the declaration and return it to the landlord **EACH TIME** the renter is given a 15-day notice **TO BEST PROTECT THEMSELVES**.
- ▶ The renter should keep careful records of: all rent payments made, and ask for receipts; any communication with their landlord; and any notices sent by the landlord; any declaration given to the landlord that you have economic impacts from COVID.
- ▶ **NOTE** that expanded just cause protections apply to all renters through January 31, 2021, and do **NOT** require a declaration of COVID-related financial distress or any other action for renters to be protected.

What is NOT covered by this law?

- ▶ Unless there is a local law in place with other protections, landlords may still be able to evict renters for reasons other than nonpayment of the rent, like violating the lease, or so that the owner can move in - BUT landlords may NOT evict renters in retaliation for not paying rent or as an excuse for getting a renter out because they did not pay.
- ▶ Landlords MUST state a reason for the eviction.
- ▶ The interaction between local protections and state law can be complicated, and renters should talk to a local attorney or refer to locally-tailored educational materials if they are covered by both a state and local law.

What if the city or county where the renter lives has local protections?

- ▶ Some cities and counties have passed laws that give you more time to pay rent that you owe before it can be collected, or that do not allow landlords to file evictions based on reasons other than unpaid rent, like lease violations. While stronger local protections will generally govern, the interaction between the new state law and local laws can be complex, and renters should talk to a lawyer to be sure they are getting good advice about the local context.

IMPORTANT: Speak with a lawyer if you receive an eviction notice to make sure you know your rights.

There may be an organization that gives free legal services to low-income renters in your area. Visit www.lawhelpca.org to find a list of organizations in the area where you live.

For renters who are unable to pay rent due to COVID-related economic impacts and who submit the appropriate declaration to their landlord.	Rent Due March 1, 2020 – August 31, 2020	Rent Due September 1, 2020 – January 31, 2021
	Unpaid rent cannot be the basis for eviction, but it can be recovered in small claims court after March 1, 2021.	25% of rent for each month of this period must be paid by Jan 31, 2021 to avoid eviction for unpaid rent. The rest can be recovered in small claims court after March 1, 2021.

For renters who are unable to pay rent due to decreased income or increased out-of-pocket medical expenses, whether or not that is related to COVID, and who submit the appropriate declaration to their landlord.	Rent Due Through December 31, 2020	
	An order from the Centers for Disease Control may offer protection from eviction until December 31, 2020, but unpaid rent from this time period can be the basis for eviction after that.	

