

Understanding California's COVID-19 Tenant Relief Act

On June 28, 2021, California extended statewide renter protections and updated its system of financial help to renters and landlords.

What protections does the law provide?

- ➔ Renters who have COVID-19 related financial impacts (lost income, increased expenses, etc.) are protected from eviction for failure to pay rent due from March 1, 2020, through September 30, 2021, as long as the renter meets certain requirements:
- ➔ For rent due between March 1, 2020, and August 31, 2020, a renter who completes a specific declaration that they have “COVID-19 related financial distress” can never be evicted because they did not pay that rent.
- ➔ For rent due between September 1, 2020, and September 30, 2021, a renter who completes a specific declaration that they have “COVID-19 related financial distress” AND pays 25% of the rent due for this period by September 30, 2021, can never be evicted because they did not pay the rest of that rent.
 - The 25% can be paid each month OR in a lump sum by September 30, 2021.
 - Even if a renter cannot pay the 25%, they are protected from eviction until October 1, 2021, based on unpaid rent due between September 1, 2020, and September 30, 2021, if they have completed the declaration that they have “COVID-19 related financial distress.”
- ➔ From October 1, 2021, through March 31, 2022, a landlord seeking to evict a renter for nonpayment of rent must show the court that the landlord applied for rental assistance and either that the application was denied or that the renter has not applied for assistance within a specified time period. A renter subject to an eviction case who has

IMPORTANT: Renters should speak to a local lawyer if they receive an eviction notice to make sure they know their 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.

Can renters get money to help pay rent?

- ➔ The state has promised to pay 100% of unpaid rent for low-income renters who have COVID-19 related financial impacts for unpaid rent accrued from April 1, 2020. Renters can apply for that assistance if the landlord does not apply. There is also money to help renters pay utility bills.
- ➔ To qualify for assistance, the renter must (1) have income at or below 80% of the Area Median Income, (2) have experienced COVID-19 related financial impacts (lost income, increased expenses, etc.), and (3) be at risk of homelessness or housing instability.
- ➔ Renters are eligible for 18 months of total rental assistance and 12 months of utility assistance, including both past due rent and upcoming rent.
- ➔ If a renter has already moved out of their unit and has unpaid rent, they are still eligible for assistance for that unpaid rent.
- ➔ **For help getting rental assistance call 1- 833-430-2122 or visit HousingIsKey.com.**

been approved for rental assistance can ask the court to pause the case until funding is received. It will restart if the renter does not qualify for rental assistance.

- ➔ Landlords are prohibited from charging late fees or interest for nonpayment of rent that came due between March 1, 2020, and September 30, 2021.
- ➔ ALL renters have “just cause” eviction protections through September 30, 2021, meaning landlords may not evict a renter without stating an allowable reason.

- ➔ Landlords must use a renter's rental payment for the current month's rent unless the renter agrees in writing that the landlord can use it for past due rent. Landlords cannot use a renter's security deposit to cover COVID-19 rental debt unless the renter agrees to it in writing.
- ➔ Landlords face increased penalties if they illegally lock out renters, shut off utilities like hot water, remove outside doors or windows, or engage in other extreme harassing behavior if the renter has provided the landlord a signed declaration that they have "COVID-19 related financial distress."
- ➔ Landlords and landlord screening companies are prohibited from considering rental debt accrued between March 1, 2020, and September 30, 2021, as a negative factor when evaluating a renter's qualifications to rent. Landlords are prohibited from selling rental debt from this same period. Some COVID-19 debt recovery actions are also shielded from view by the general public.

How do renters get these protections?

- ➔ If a landlord wants to evict a renter for rent that was not paid between March 2020 and September 2021, the landlord must give the renter a notice to "pay rent or quit (move out)" that explains the new law AND a blank declaration form the renter can sign that says the renter has financial impacts from COVID, such as lost income or increased expenses. If the renter is high-income and the landlord has proof already, the landlord can ask for documentation of financial impacts, but for most renters no documentation is required.
- ➔ If a landlord sends a notice to "pay rent or quit (move out)," an impacted renter can return the attached declaration of COVID-19 related financial distress within 15 business days. The renter should send it in immediately and keep a copy of the notice and the declaration as well as proof that they sent the declaration (such as a certified mail receipt).

- ➔ The renter **MUST SIGN** the declaration and return it to the landlord **EACH TIME** the renter is given a 15-day notice.
- ➔ Renters should keep careful records of all rent payments made, signed and dated receipts for payments (ask for these if not provided), and copies of any communication with their landlord, including any notices sent by the landlord. Renters should also keep copies of any signed declarations they give to their landlord, along with documentation of how and when declarations were delivered, such as certified mail receipts.

What is NOT covered by this law?

- ➔ Unless there is a local law in place with other eviction protections, landlords may still be able to evict renters for reasons other than nonpayment of rent, like violating the lease, health and safety issues, or so that the owner can move in. 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 an allowable reason for the eviction.
- ➔ Summons may be issued in nonpayment cases for new tenancies created after October 1, 2021. This means a brand-new tenancy, not a lease renewal.

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

- ➔ Some cities and counties have passed laws that give a renter more time to pay rent before a landlord can try to collect it, that do not require a 25% rental payment to avoid eviction, 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 state law and local laws can be complex and renters should talk to a local lawyer or refer to locally tailored educational materials to be sure they are getting good advice about the local context.

