



COVID-19 Tenant Relief Act

Tenant Information Sheet Updated to reflect February 1, 2021 changes

Adapted from Merced Superior Court Self Help Center. This is intended as legal informational not legal advice. Please consult with a private attorney if you need legal advice.

The passage of SB 91 has extended the COVID-19 Tenant Relief Act (AB 3088) a statewide law that imposes a temporary moratorium on certain evictions and changes the way other evictions work between March 1, 2020 and June 30, 2021.

Evictions for non-payment of rent in residential tenancies:

If you have been unable to pay your rent due to COVID-19-related financial distress, you may be protected from being evicted for non-payment of rent.

COVID-19-related financial distress means ANY of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to the health impact of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit a tenant's ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced a tenant's income or increased a tenant's expenses.

In order to qualify for these protections there are things that you **MUST** do.

If you were unable to pay some or all of your rent between March 1, 2020 and August 31, 2020 (Protected Period):

- If your landlord gives you a notice to "pay or quit," they must also provide you a notification which explains your rights and obligations and an unsigned Declaration of COVID-19-related Financial Distress. This must now be a 15 Day Notice to Pay or Quit.
- You cannot be evicted for non-payment **IF** you return the Declaration of COVID-19-related financial distress, signed under penalty of perjury within 15 days of receiving a notice to "pay or quit".
- If you are considered a high-income tenant, then your landlord may demand proof of your COVID-19-related hardship. A high-income tenant is someone who's household income is more than 130% of the median income (<https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits/docs/Income-Limits-2020.pdf>) and more than \$100,000. Some examples of documents you can use are: tax returns, W-2 forms, a letter from your employer, or documentation from a government agency.

- This money you owe becomes civil debt and your landlord can sue you to collect. BUT you cannot be evicted in the future for the amount you owe.

If you were unable to pay some or all of your rent between September 1, 2020 and June 30, 2021 (Transitional Period):

- If your landlord gives you a notice to “pay or quit,” they must also provide you an unsigned Declaration of COVID-19-related Financial Distress. This must now be a 15 Day Notice to Pay or Quit.
- You cannot be evicted for non-payment **IF** you return the Declaration of COVID-19-related financial distress, signed under penalty of perjury within 15 days of receiving a notice to “pay or quit” **AND** pay at least 25% of the total rent that you owe during the period of September 1, 2020 – June 30, 2021. You can either pay this as a lump sum or you can pay this as a monthly amount and pay 25% each month. The 25% **MUST be paid by June 30, 2021.**
- If you do not pay the 25%, you may be evicted beginning July 1, 2021.
- If you pay the 25%, you may not be evicted for non-payment. You still owe the remaining rent and your landlord can sue you to collect. BUT you cannot be evicted in the future for the amount you owe.

If you are served with an Unlawful Detainer Summons because you did not properly provide a Declaration of COVID-19-related Financial Distress to your landlord, you **MUST** file one with the Court in the same time period that you have to respond to the Summons. In Santa Cruz County, you should file an Answer with your Declaration. The Court will schedule a hearing to determine if your failure to properly return the declaration to the landlord was the result of mistake, inadvertence, surprise, or excusable neglect. If the Judge decides you do not fall under any of these reasons, you will not qualify for protection and you may be evicted.

IMPORTANT: Beginning July 1, 2021 you must pay your rent in full. If you cannot pay your rent in full, you may be evicted for non-payment of rent.

Evictions for reasons other than non-payment of rent:

- Until July 1, 2021, an Unlawful Detainer Judgment can only be entered if there is “Just Cause” as outlined in California Civil Code §1946.2.
 - There are two types of ‘Just Cause’. At-fault and no-fault.
 - At-Fault Just Cause means any of the following: Material breach of lease; Nuisance; Committing waste; Refusal to renew or extend written lease; Criminal activity; Subletting in violation of lease; Tenant’s refusal to allow the owner to enter the premises; Failure to vacate at the end of lease term.
 - No-Fault Just Cause means any of the following: Occupation by owner or immediate family; Withdrawal of property from the rental market; Owner compliance with local ordinance or government agency or court order; Intent to demolish or substantially remodel the property – must be necessary to comply with habitability or health and safety codes (Civil Code 1941.1 or Health and Safety Codes 17920.3 or 19720.10); Entering into a contract for sale of the property with a buyer who intends to occupy the property (buyer cannot be real estate investment trust, a corporation, or an LLC in which at least one member is a corporation).

- This means a landlord cannot give a 3, 30 or 60 day notice UNLESS there is “just cause” for the eviction.

IMPORTANT INFORMATION

- Tenants are still responsible for the back rent that is owed. Beginning August 1, 2021, landlords can file in small claims court to collect the unpaid rent.
- Landlords who try to evict tenants illegally, such as changing the locks, removing personal property, or shutting off utility services, can face fines of between \$1,000 and \$2,500. Landlords can also be liable for such fines if the Court believes an eviction for reasons other than non-payment of rent is retaliatory against a tenant who claims COVID-19-related financial distress.

FOR ADDITIONAL HELP:

- E-mail us at selfhelp.information@santacruzcourt.org
- Interactive tool to see what is applicable to your situation: <https://ucilaw.neotalogic.com/a/Cal-Covid-Info-App-for-Tenants-and-Landlords>
- California Department of Real Estate <https://landlordtenant.dre.ca.gov/>
- California Rural Legal Assistance: 831-724-2253
- Santa Cruz Tenant Sanctuary – provides information about rights before the unlawful detainer process: 831-200-0704 or info@tenantsanctuary.org