

# Understanding California's COVID-19 Tenant Relief Act

On January 29, 2021, California extended statewide renter protections and adopted a framework to provide financial help to renters and landlords. This fact sheet focuses on eviction protections for renters. Once the state has released more details about its financial help program, we will provide additional educational information.

## What protections does the law provide?

- ➔ Renters who have COVID-19 related financial impacts (lost income, increased expenses, etc.) that were not remedied by public assistance are protected from eviction for failure to pay rent due from March 1, 2020, through June 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 June 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 June 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 June 30, 2021.
      - Even if a renter cannot pay the 25%, they are protected from eviction until July 1, 2021, based on unpaid rent due between September 1, 2020, and June 30, 2021, if they have completed the declaration that they have “COVID-19 related financial distress.”
  - ➔ A landlord can seek to recover any unpaid rent in court after July 1, 2021, UNLESS the landlord has received government rental assistance funding and waived any remaining rental debt (more information about rental assistance funding will be released by the state in the coming weeks).
  - ➔ Landlords are prohibited from charging late fees or interest for nonpayment of rent that came due between March 1, 2020, and June 30, 2021.
- ➔ ALL renters have “just cause” eviction protections through June 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 June 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 June 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.

**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](http://www.lawhelpca.org) to find a list.

- ➔ 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.
- ➔ **NOTE** that expanded “just cause” eviction protections apply to all renters through June 30, 2021, and do **NOT** require a declaration of COVID-related financial distress or any other action from renters.

## 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.

## What if the city or county where the 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.

|  | Rent due<br>March 1, 2020 – August 31, 2020  | Rent due<br>September 1, 2020 – June 30, 2021  |
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| For renters who are unable to pay rent due to <b>COVID-related financial impacts</b> and who submit the appropriate declaration to their landlord.   | Unpaid rent cannot be the basis for eviction, but it can be recovered in court after July 1, 2021, <b>UNLESS</b> the landlord has received government rental assistance funding and waived any remaining rental debt (more information about rental assistance funding will be released by the state in the coming weeks). | 25% of rent for each month of this period must be paid by June 30, 2021, to avoid eviction for unpaid rent. The rest can be recovered in court after July 1, 2021, <b>UNLESS</b> the landlord has received government rental assistance funding and waived any remaining rental debt (more information about rental assistance funding will be released by the state in the coming weeks). |
| For renters who are unable to pay rent due to decreased income or increased out-of-pocket medical expenses, <b>whether or not related to COVID</b> , and who submit the appropriate declaration to their landlord. | <b>Rent due through March 1, 2021</b>  |  |
|  | An <a href="#">Order from the United States Centers for Disease Control</a> may offer protection from eviction until March 31, 2021, but it does not prevent unpaid rent from this time period from being used as the basis for eviction after March 31, 2021.   |  |

