

## EVICTIONS DURING THE COVID-19 PANDEMIC:

### FAQ's on Local, State and Federal COVID-19 Tenant Protections

#### **I cannot pay rent because of COVID, job loss related to COVID, or increased expenses from COVID-related work or school closures. Can I get evicted?**

Probably not. Your landlord cannot evict you for not paying rent, if you lost income or had increased expenses because of COVID. One example is if you lost your job because of the pandemic. Another example is if you could not earn as much money as usual, because you had to care for a child or an elderly, disabled, or sick family member directly related to the COVID pandemic. Or, you performed essential work during the COVID pandemic and had increased out-of-pocket expenses directly related to that work.

**However, this protection is not automatic!** If your landlord gives you an eviction notice for nonpayment of rent (which may be called a "Notice to Quit" or "Notice of Termination of Tenancy"), **you must sign and return the "Declaration of COVID-19-related financial distress"** that is included with the notice **within 15 days** of getting it from your landlord. Your landlord is required to give you this "Declaration of COVID-19-related financial distress" form together with the eviction notice. Otherwise, their eviction notice is not valid.

You may also need to pay rent to prevent an eviction. Your landlord can never evict you for any rent you missed from **March 1, 2020 to August 31, 2020**, as long as you gave your landlord your signed COVID declaration in time. For missed rent between **September 1, 2020 and September 30, 2021**, your landlord cannot evict you, as long as you (1) give your landlord your signed COVID declaration every time your landlord asks for it AND (2) pay at least 25% (one quarter) of your rent from that time period by September 30, 2021. You should either put in writing in the memo of the check or in some other way what month you are paying for and what percentage of the rent you are paying (e.g., "25% of July 2021 rent").

#### **Do I still have to pay rent if I lost income or have more expenses because of COVID?**

Your landlord can never evict you for any rent you missed from **March 1, 2020 to August 31, 2020**, as long as you gave your landlord your signed COVID declaration in time. For missed rent between **September 1, 2020 and September 30, 2021**, your landlord cannot evict you, as long as you (1) give your landlord your signed COVID declaration every time they ask for it AND (2) pay at least 25% (one quarter) of your rent from that time period by September 30, 2021.

Even though you are protected from eviction by doing the things above, **you must eventually pay back all the rent payments you missed.** Starting November 1, 2021, your landlord can sue you in Small Claims Court for not repaying any unpaid rent from March 1, 2020 to September 30, 2021. If your landlord wins in Small Claims Court, they will have a civil judgment against you, which means the court is ordering you to pay your landlord a certain amount of money. The civil judgment may appear on your credit report, and your landlord can use the civil judgment to garnish your wages or get a lien. You may be able to avoid this by applying for rental assistance to cover 100% of the rent you owe.

**On October 1, 2021, you must pay your full rent for that month. If you do not, your landlord could evict you.**

**If I pay 25% of my rent from September 1, 2020 to September 30, 2021, what happens to the other 75%?**

To be protected from eviction for nonpayment, you have until September 30, 2021 to pay at least 25% of the rent due between September 1, 2020 and September 30, 2021. If you do not eventually pay the remaining rent that you owe during this time period, your landlord could sue you in small claims court starting November 1, 2021. If your landlord gets a civil judgment against you in Small Claims Court, you cannot be evicted, but the landlord could still try to collect this back rent you in other ways. The civil judgment may appear on your credit report, and your landlord can use the civil judgment to garnish your wages or get a lien. If your landlord does sue in Small Claims Court, make sure you get legal assistance to ensure you are protected. You may be able to avoid this by applying for rental assistance to cover 100% of the rent you owe.

**Can my landlord apply rent I pay now to rent that I owe from previous months?**

No. But, you should write on the memo line of your payment the month it should apply to.

**I told my landlord I couldn't pay rent because of COVID, but he will not accept my declaration and says he is going to lock me out. Can he do this?**

No. It is illegal for a landlord to lock a tenant out, and landlords cannot evict tenants for missing rent because of the COVID pandemic. You should give your landlord the signed declaration even if they say they will not accept it. Landlords that try to evict tenants even after the tenant has provided a COVID declaration could face penalties for doing so.

**My landlord said I have to move out, but he hasn't given me any court paperwork. Do I need to move out?**

**No.** Locking out a renter, throwing them out, or removing their stuff without first winning an eviction lawsuit is **illegal in California**. You must receive a written notice and have a chance to respond before the lawsuit starts. If you have not received any kind of written notice (which may be called a "Notice to Quit" or "Notice of Termination of Tenancy") and your landlord is saying you have to move out, seek legal assistance. Contact the Law Foundation of Silicon Valley at (408) 280-2424 or our web-based intake is at [www.lawfoundation.org/housing](http://www.lawfoundation.org/housing).

## **I signed a payment plan with my landlord. Do I still have to make payments according to this plan?**

Probably not. The new state law gives tenants a certain amount of time to pay their back rent. Any payment plan that gives tenants less time to pay is probably not valid. The payment plan might also be invalid if it says that your landlord can evict you for not making payments according to the payment plan. Seek legal assistance if you have questions about a payment plan or other agreement you have signed with your landlord. The Law Foundation's Housing intake line is (408) 280-2424 or our web-based intake at [www.lawfoundation.org/housing](http://www.lawfoundation.org/housing).

## **Can I be evicted for any other reason besides nonpayment?**

Yes. Your landlord can still evict you for reasons other than nonpayment of rent. For example, if you break the rules in your lease or cause some type of nuisance to other tenants, your landlord could try to evict you. Also, state law allows landlords to evict a tenant for any of these reasons:

- When the owner or owner's family member plans to move in
- When the owner plans to take the unit off the rental market
- When the owner plans to substantially rehabilitate the unit for health and safety reasons (evicting a tenant just to remodel a unit is not allowed)

The federal eviction moratorium from the Centers for Disease Control (CDC) prohibits tenants from being evicted for any reason that is not the fault of the tenant, but **the federal moratorium does not apply to everyone** and expires on July 31, 2021. To see if the federal moratorium applies to you, call the Law Foundation at (408) 280-2424 or our web-based intake at [www.lawfoundation.org/housing](http://www.lawfoundation.org/housing).

## **I am a tenant, but I received a Notice of Trustee's Sale and/or Notice of Default on my door. Can I be evicted if the unit I am renting is foreclosed on?**

It depends. When a house is sold at foreclosure, a new owner takes over. That new owner will act as your new landlord and must follow state law. Under state law, the new owner can only evict you for certain reasons (see question above).

As a tenant, you have the right to 90 days' notice. If you receive a 3-day/90-day notice, you must follow the steps outlined in the notice to make sure you get the full 90 days.

## **Will my credit score or rental record be impacted if my landlord tries to evict me or sues me in Small Claims Court?**

No. Any eviction cases or small claims lawsuits filed against you from March 4, 2020 to September 30, 2021 **will not go on your rental record or affect your credit**, no matter if you win or lose. Landlords are prohibited from reporting any of these cases to the credit reporting agencies or any tenant screening company.

**However, rent debt that you owe may be reported and may impact your credit score.** Contact the Law Foundation at (408) 280-2424 or [www.lawfoundation.org/housing](http://www.lawfoundation.org/housing) if you have concerns about your credit.

## Does the new state law on evictions protect small businesses or other commercial tenants?

No, the new state law does not protect small businesses or other commercial tenants. However, small business tenants in Santa Clara County who have been impacted by COVID-19 are still protected against evictions for nonpayment of rent and any no-fault cause under **Santa Clara County's commercial eviction moratorium**. This protection will last until August 18, 2021.

## Does the federal order from the Centers for Disease Control and Prevention (CDC) offer me any extra protections?

Maybe. There are ways that the CDC's order is stronger than the state law, which may help you in certain circumstances. For example:

- The CDC order protects tenants from being evicted for unpaid rent that was due before March 1, 2020.
- Tenants can tell their landlord they are protected by the law at any time (there is no requirement that the tenant respond within 15 days of receiving an eviction notice like there is under the state law).
- Protects all lower-income tenants who have lost income or had more expenses even if the reason you have lost income or had more expenses are not related to COVID.
- Prohibits all stages of the eviction process, including a sheriff's lockout after the court has ruled in favor of the landlord in an eviction case.

However, **the CDC order does not apply to everyone**, and it expires on July 31, 2021. If you think one of the protections above may apply to you, contact the Law Foundation at (408) 280-2424 or [www.lawfoundation.org/housing](http://www.lawfoundation.org/housing).

## Do I have any eviction protections after the statewide moratorium ends on September 30, 2021?

Yes. Even though the eviction moratorium ends on September 30, 2021, there will still be certain limitations on evictions in California. From **October 1, 2021 to March 31, 2022**, tenants have these two protections from eviction:

1. Your landlord can only evict you **if they show the court** that: (1) their rental assistance application was denied; (2) they tried to apply but you did not cooperate with the application; OR (3) your tenancy started after October 1, 2021 . If your landlord fails to prove one of these three conditions to the court within 60 days of filing their eviction lawsuit, the court will dismiss their case.
2. If your landlord tries to evict you, but you have an approved rental assistance application, you can ask the court to delay the eviction lawsuit until the rental assistance is received. If the rental assistance resolves the lawsuit, then the case will be dismissed.

Starting October 1, 2021, landlords are no longer required to give a 15-day notice for nonpayment of rent, so they will be allowed to give a 3-day notice for nonpayment, as they did before the pandemic. If you need help paying rent, you may qualify for rental assistance. Contact the Law Foundation at (408) 280-2424 or [www.lawfoundation.org/housing](http://www.lawfoundation.org/housing).