

Merced Superior Court Self Help Center

COVID-19 Tenant Relief Act of 2020 [Code of Civil Procedure §1179.02 & §1179.03]

Information Sheet for Landlords

The COVID-19 Tenant Relief Act of 2020 is a statewide law that imposes a temporary moratorium on certain evictions between March 1, 2020 and January 31, 2021.

Under this new law, as a landlord there are things that you **MUST** do depending on your specific scenario.

For Unlawful Detainers that accrued before March 1, 2020:

- If the basis of the Unlawful Detainer is for a reason other than non-payment of rent, then you can begin your case with the Court after 9/2/2020.
 - o A Judgment cannot be entered until 2/1/2021 unless there is 'just cause'. '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.
- If the basis of the Unlawful Detainer is for non-payment of rent, then you can begin your case with the Court after 10/5/2020

If your tenant owes rent between March 1, 2020 and August 31, 2020 (Protected Period):

- Before 9/30/2020, you **MUST** serve on each Tenant a notice from the State of California (state notice) that outlines the tenants' rights and obligations.
- You may serve a 15-day Notice to Pay or Quit based on COVID-19 rental debt either with or after the state notice (but not before). Along with this notice you **MUST** also provide the tenants with an unsigned Declaration of COVID-19-Related Financial Distress.
- The tenant has 15 days to review and sign the declaration, under penalty of perjury, and return it to you.
- If your tenant is considered a high-income tenant, then you may demand proof of 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 expect are: tax returns, W-2 forms, a letter from an employer, or documentation from a government agency.
- If the Tenant returns the declaration within 15 days, you cannot evict the tenant for failure to pay this debt.
- If the Tenant fails to return the declaration within 15 days, you can begin an unlawful detainer action after 10/5/2020. Your complaint **MUST** include allegations of serving each of the required notices, an allegation that the tenant did not timely return the declaration of financial distress or, for high income tenants, the documentation in support.

If your tenant owes between September 1, 2020 and January 31, 2021 (Transitional Period):

- You **MUST** serve a 15-day Notice to Pay or Quit based on COVID-19 rental debt. The language required in this Notice is different from the Notice required during the Protected Period. Along with this notice you MUST also provide the tenants with an unsigned Declaration of COVID-19-Related Financial Distress.
- The tenant has 15 days to review and sign the declaration, under penalty of perjury, and return it to you.
- If your tenant is considered a high-income tenant, then you may demand proof of 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 expect are: tax returns, W-2 forms, a letter from an employer, or documentation from a government agency.
- If the Tenant returns the declaration within 15 days, you cannot evict the tenant for failure to pay this debt if the tenant pays at least 25% of the total rent that is owed between September 1, 2020 – January 31, 2021. This amount is due on or before January 31, 2021, so it can be paid monthly or as a lump sum.
- If the Tenant returns the declaration within 15 days, but fails to pay 25% of the total rent that is owed between September 1, 2020 – January 31, 2021, you can begin an unlawful detainer action after 2/1/2021.
- If the Tenant fails to return the declaration within 15 days, you can begin an unlawful detainer action after 10/5/2020. Your complaint MUST include allegations of serving each of the required notices, an allegation that the tenant did not timely return the declaration of financial distress or, for high income tenants, the documentation in support.

For Tenants who are to be evicted for reasons other than non-payment of rent, that accrued after March 1, 2020:

- You can file your Unlawful Detainer case with the Court and you can begin this process.
- Until 2/1/2021, you can only obtain a Judgment to evict tenants for 'Just Cause' as outlined in California Civil Code §1946.2.
 - o 'Just Cause' can mean 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.
 - o You cannot recover COVID-19 rental debt (monies owed between 3/1/2020 – 1/31/2021) in an unlawful detainer action if it is filed before 2/1/2021.
- If you have not filed based on 'Just Cause', then you will have to wait until 2/1/2021 to have your Judgment entered.

IMPORTANT INFORMATION

- Tenants are still responsible for the back rent that is owed. Beginning March 1, 2021, you can file in small claims court to collect the unpaid rent.
- Beginning February 1, 2021, if a tenant does not pay the full amount of rent owed, you can begin an Unlawful Detainer action.
- 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. You 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.
- COVID-19-related financial distress means ANY of the following:
 - o Loss of income caused by the COVID-19 pandemic.

- Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
- Increased expenses directly related to the health impact of the COVID-19 pandemic.
- 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.
- Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
- Other circumstances related to the COVID-19 pandemic that have reduced a tenant's income or increased a tenant's expenses.

FOR ADDITIONAL HELP:

E-mail us at selfhelp@mercedcourt.org

California Department of Real Estate: <https://landlordtenant.dre.ca.gov/landlord/resources.html>

DISCLAIMER – PLEASE READ!

AB 3088 created new law. **This Guide** is intended to assist patrons with their legal research **and is in no way intended** to replace the advice and counsel of an attorney. The Merced Superior Court Self-Help Center does not provide legal advice. The Merced Superior Court Self-Help Center provides legal resources and assistance with legal research as an educational service.