

TENANTS: KNOW YOUR RIGHTS

The COVID-19 pandemic has had a huge impact on our economy and society. As part of the government response to the pandemic, several laws are now in place to prevent or delay evictions and provide support with past due rent so tenants remain housed. The following document was created as an educational tool to assist renters with their options. This form does not constitute legal advice and does not establish an attorney-client relationship.

Before a landlord can evict a renter, the landlord must first give the tenant written notice. Please contact your local legal services provider as soon as possible if you receive any notice from your landlord. Go to LawHelpCA.org to find your local legal services organization.

Most of the tenant protections in place require you to take specific steps to be protected.

None of the protections cancel rent—you will still owe your landlord for any missed payments. However, you may qualify for assistance programs that can cover some or all of your past due rent.

Local Protections

Some cities and counties have additional protections in place to help you avoid eviction. You should contact your local legal services office to learn more as soon as you receive any notice from your landlord.

State Protections

SB 91 - The COVID-19 Tenant Relief Act

Signed into law on January 29, 2021, SB 91 extends California's previous eviction moratorium (AB 3088) through June 30, 2021. SB 91 also creates a framework for distributing rental assistance for qualifying tenants who cannot pay rent because of COVID-19.

Rent that was due between March 1, 2020 and August 31, 2020 can *never* be used to evict you if you meet certain requirements and give your landlord a form called a declaration saying that you qualify for protection.

You can also be protected from eviction for rent due between September 1, 2020 and June 30, 2021 if you give your landlord a signed and dated form declaration each month and pay a total of 25% of the rent for that 10-month period by June 30, 2021. The 25% can be either 1) a monthly payment of 25% of each month's rent or 2) a lump sum payment by June 30, 2021. Even if you cannot pay this amount, July 1, 2021 is the earliest date an eviction court case can be filed against you as long as you give the form declarations to your landlord. These protections against eviction for non-payment also apply to mobile homes. Remember, whenever you get an eviction notice from your landlord, it is important to [contact legal services](#) right away.

The COVID-19 Tenant Relief Act also says that landlords cannot evict a tenant unless they have a good reason, or "just cause" until July 1, 2021. This means you cannot be evicted unless your

landlord states a specific legal reason in the eviction notice. Your lease ending does not count as a “just cause” reason for eviction.

This law also offers additional protections for tenants who cannot pay rent because of COVID-19:

1. COVID-19 rent debt cannot be used against you when you apply for new housing.
2. Your landlord must give you a notice telling you about the state’s rental assistance program.
3. Your landlord cannot charge late fees or interest on COVID-19 rent debt.
4. Your landlord must use your rent payments for the current month’s rent unless you agree in writing that they can use it for past due rent.
5. Your landlord may not use your security deposit to cover COVID-19 rent debt unless you agree in writing.
6. Your landlord cannot sue you for back-rent in court until after July 1, 2021.
7. Your landlord cannot sell your COVID-19 rent debt to a 3rd party collection agency.
8. It is illegal for your landlord to lock you out, shut off utilities, or harass you. Please contact your [local legal services agency](#) if this is happening to you.

Finally, this law creates a Rental Relief Program with \$2.61 billion of federal rental relief dollars for qualifying tenants. 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.

Federal Protections

CDC Order

On January 20, 2021, President Biden extended the Centers for Disease Control and Prevention eviction moratorium for renters who are currently struggling to pay rent. This moratorium protects certain qualifying tenants from eviction through March 31, 2021, if they provide a sworn written declaration to their landlord. See attached sheet for directions on completing the Tenant Declaration.

CARES Act

Under the CARES Act, tenants of certain covered properties may not be evicted for non-payment of rent unless the landlord gives a 30-day eviction notice. Please [contact legal services](#) to help to determine if your home is covered by the CARES Act.

Key Information for Tenants Under California’s COVID-19 Tenant Relief Act

These laws have many nuanced provisions and are complicated. To be sure you understand your rights and obligations, it is best to consult a lawyer. Go to LawHelpCA.org to find your local legal services organization.

What happens if I can’t pay my rent?

- Your landlord will give you a 15-day notice to pay rent or quit.
- This will include a copy of a declaration of Covid-related financial distress for you to sign.
 - The categories of people who can sign the declaration are very broad, but you will be signing the declaration “under penalty of perjury,” which means it is important to only sign the form if the statements are true.
 - You don’t have to wait for the landlord to give you the form. You may use the “Declaration of COVID Financial Distress” form found below and give it to your landlord.
- Unless the landlord already has evidence that you are “high income,” you do NOT need any proof about how you lost income—the signed declaration is enough.
- If you do not sign and return the declaration to your landlord within 15 days, it will be harder for you to be protected by the law, and you may need to go to court.
- Your landlord may give you another 15-day notice to pay rent or quit for each month you don’t pay. You must sign and return the attached declaration for each notice you receive. Take a picture or make a copy of the Tenant Declarations you give to your landlord and keep them safe so you can prove you gave the landlord the declaration.

I signed the declaration. Now what?

- For rent due from March 1, 2020-August 31, 2020: 100% of rent is converted to “civil debt.” This means that you still owe the money to your landlord like any other debt, but you can’t be evicted for not paying those months.
- Rent due from September 1, 2020-July 1, 2021: 75% of rent is converted into “civil debt,” but you must pay 25% of the rent for each of those months by July 1, 2021. If you don’t pay the 25% of rent for those months, you may be evicted starting on July 1, 2021.
 - How much do you have to pay in total before July 1, 2021? Calculate the total like this: $\$[your\ monthly\ rental\ rate] \times .25 = \$[amount\ to\ pay\ by\ 7/1/21]$
 - Each time you make a payment toward that 25%, write on the check or money order that the payment is for the current month of rent. You can also include a letter instructing the landlord to apply the rent to the current month. A letter template is included below.
- Starting July 1, 2021, resume paying monthly rent as it becomes due. Unless additional tenant protections are adopted or current laws extended before then, there is no right to make delayed payment of rents for July 1, 2021 or any month after June.
- For the “civil debt” mentioned above, the landlord may file a court case to collect the debt on or after August 1, 2021

What if I can't pay my full back rent in time?

- The landlord can't file an eviction lawsuit for nonpayment of rent until August 1, 2021, if you returned the signed declaration in time.

Can my landlord try to evict me for any other reason besides non-payment?

- Landlords are not allowed to evict any tenants without stating a legal reason until June 30, 2021.
- Normally landlords can evict *some* tenants without stating a reason, but during COVID, all tenants get "just cause" protections. This means that your landlord **MUST** state a legal reason for evicting you and this reason must be included in the eviction notice. Legal reasons for eviction are listed below:
 - Failure to pay part or all of the rent owed after June 30th.
 - Breach of a material term of the rental agreement.
 - Engaging in criminal activity or committing nuisance or waste at the rental unit.
 - The tenant's refusal to execute a written extension or renewal of the rental agreement with the same or similar provisions as the original agreement after the landlord's written request or demand.
 - Assigning or subletting the rental unit in violation of the rental agreement.
 - The tenant's refusal to permit the landlord to enter the rental unit as required by law or the terms of the rental agreement.
 - Using the rental unit for an unlawful purpose.
 - Failure to vacate when the tenant's employment with the landlord terminates.
 - Failure to deliver possession of the rental unit to the landlord after providing the landlord with written notice of tenant's intent to do so.
- Evictions based on a landlord's intent to demolish or substantially remodel the property are limited until June 30, 2021.
- Landlords are prohibited from retaliating against a tenant for having unpaid rent debt caused by COVID-19 by attempting to evict the tenant for other reasons.

Declaration of COVID-19-Related Financial Distress

Name of Tenant: _____

Premises Address: _____

I am currently unable to pay my rent or other financial obligations under the lease in full because one or more of the following reasons:

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 impacts 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 my 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 have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment insurance, state disability insurance (SDI), or paid family leave that I have received since the start of COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

Signed under penalty of perjury: _____

Print name: _____

Date: _____

Instructions for Tenant Declaration
Under the CDC's Order to Temporarily Halt Evictions***

These laws are complicated. To be sure you understand your rights and obligations, it is best to consult a lawyer. Go to LawHelpCA.org to find your local legal services organization.

Step 1: Make sure you qualify to sign the declaration

To qualify for protection under the CDC's Order, all of the following must be true:

- You are a residential tenant;
- You are behind on rent;
- You cannot pay your full rent for one or more of these reasons:
 - You experienced a substantial loss of household income; or
 - Your work hours were reduced or you were laid off from your job; or
 - You had unreimbursed medical expenses that will likely exceed 7.5% of your adjusted gross income for 2020;
- Your income falls within one or more of these categories:
 - You expect your individual income to be \$99,000 or less for 2020; or
 - You expect you and your spouse's joint income to be \$198,000 or less and you plan to file a joint tax return for 2020; or
 - You were not required to report any income to the IRS in 2019; or
 - You received a stimulus check;
- Eviction would result in you:
 - Becoming homeless; or
 - Moving into a shelter; or
 - Moving into housing with other people that is shared with others and crowded;
- You have done your best to get government assistance for rent:
 - You must use your "best efforts" to get rental assistance for which any of your household members qualify;
 - One way to find out about rental assistance programs in your area is to call 211 or visit 211.org.
- You are doing your best to pay as much rent as you can and to pay on time:
 - You need to use your "best efforts" to try to pay what you can, even if it's not the full amount, considering other essential expenses you have, like food and transportation.

Step 2: All adult tenants should print and sign a Tenant Declaration

If you meet the requirements in Step 1, you can print out and sign the Tenant Declaration (available [here](#)). You will be signing the Declaration "under penalty of perjury," which means that lying on this form can result in fines or jail time, and it may have serious immigration consequences. Therefore, **it is crucial that if any of the statements above do not apply to you, you should not sign the declaration.**

Every adult tenant in the household should sign their own declaration so everyone in the household is protected.

You can sign the declaration electronically and email it to your landlord if you have the technological capability to do so.

Step 3: Keep copies of the Declaration(s)

Take a picture or make a copy of the Tenant Declarations you will give to your landlord.

Step 4: Give your landlord the Tenant Declaration(s)

You are not protected until you give your landlord the declaration. You can sign and submit the declarations to your landlord at any time starting now. You can give it to your landlord in person, by mail, email, or fax. Write down when and how you delivered the Tenant Declaration. Make sure you also give your landlord the declarations of any other adult tenants in your household.

* Remember: Following these steps does NOT cancel or forgive rent that you owe. You are still legally responsible for paying your rent. This protection only prevents eviction based on nonpayment of rent through March 31, 2021.

** These instructions based on those originally crafted by Texas RioGrande Legal Aid.

Rent Template Letter

Landlord Name and Address:

RE: **(MONTH)** 2021 Rent Payment

Dear Landlord,

My name is _____ and I am a tenant at the following address:

_____.

Enclosed is payment for **(MONTH) (YEAR)** rent in the amount of \$_____. **Do not apply the enclosed payment to any rent or other debt incurred prior to (MONTH) (YEAR).**

I have enclosed an additional \$_____ towards my obligation to pay 25% of the rent owed during the COVID-19 pandemic for:

(MONTH)(YEAR) through and including (MONTH)(YEAR) (write each month you are intending to pay)

Do not apply this portion of the enclosed payment to any rent or other debt incurred prior to September 1, 2020.

Thank you for your patience during this very difficult time. If you have any questions, please contact me. My phone number is _____.

Sincerely,

Signature
Name

Enclosed:

_____ Money Order # _____

_____ Check # _____

_____ Cash, for which a receipt is requested