

The Federal Government, California's Governor and Judicial Council (sets policy for state courts) have passed some protections for tenants. The following highlights some of these protections. You should also check with your city and county for possible additional protections. These laws may change. Check for updates.

 **COURT EVICTIONS, WITH LIMITED EXCEPTIONS, ARE DELAYED! What does this mean?**

From April 6 until 90 days after the Governor ends the COVID-19 state of emergency:

- No court summons will issue: if a landlord files a complaint in court against you the court process will not start.
- No default judgments against tenants who fail to file a response to the landlord's court complaint.

Cases filed in court before April 6 and already set for trial are delayed for at least 60 days. Cases filed after April 6 are delayed for at least 90 days.

Only evictions "necessary to protect public health and safety" can move forward.

 **Watch for when the Governor ends the emergency. Seek advice to be ready to act at that time.**

 **DO I HAVE TO PAY RENT? CAN THE LANDLORD GIVE ME A NOTICE TERMINATING MY TENANCY FOR NON-PAYMENT OF RENT OR OTHER REASONS?**

- Some landlords can still serve notices terminating tenancies for **non-payment** of rent or other reasons. But evictions will not occur because of the delay in court proceedings.

PAY RENT IF YOU CAN. PROTECTIONS PROVIDE ONLY A DELAY and DO NOT FORGIVE RENT.

- As soon as you know that you cannot pay rent, inform your landlord in writing that you cannot pay rent due to the impacts of COVID-19 (sample letter on back.)
- Keep documentation showing that the non-payment of rent is connected to the impacts of COVID-19.
Examples:
 - Medical care expenses, pay-stubs showing loss of income, letters of lay-offs, hours reductions, or employment termination related to COVID-19, loss of job or reduction in hours to take care of children during school closures.

Tenants in Federally Assisted Tenancies/Housing (examples: Section 8, properties with HUD mortgages or Tax Credit properties) are protected by a 120-day delay ("moratorium") on evictions. Serving termination notices for non-payment of rent during this time is prohibited. Landlords must give a 30-day notice when the delay ends.

For terminations other than for non-payment of rent: you may have protections under California law. Seek legal advice as soon as you can.

 **NO SHERIFF LOCKOUTS.** Tenants who have documentation of inability to pay due to COVID-19 and have notified the landlord in writing that they cannot pay rent are protected from Sheriff lockouts until May 31, 2020.

 **NO RENT GOUGING.** No rent increases higher than 10% than your current rent. Violation of this is a criminal offense: Penal Code 396.

 **LOCAL (CITY/COUNTY) LAWS MAY PROVIDE MORE PROTECTIONS.** To see the list of protections, go to: <https://tinyurl.com/CAlocalCOVID19>.

Seek advice immediately if you receive a notice terminating your tenancy or any other document that looks like a court document do not move or negotiate with the landlord until you get advice.

CRLA can help. Please call us at 1-800-337-0690 to be connected to your nearest office.

NOTICE OF CORONAVIRUS-RELATED INABILITY TO PAY RENT

(CALIFORNIA EXECUTIVE ORDER N-37-20)

Instructions

The California Attorney General has approved this form for optional use by tenants affected by the coronavirus pandemic to notify their landlords of their inability to pay rent. **This form is intended for use to preserve rights under the Governor's statewide order. Local measures where you live may provide greater protection; you should research the applicable local rules carefully.**

1. Fill all the blanks below and check the boxes that apply.
2. Deliver a copy to your landlord.
3. **Keep a copy of this notice (or at least a cell phone picture).**
4. Gather and keep documentation to prove your inability to pay rent, such as termination or layoff notices, pay stubs, bank statements, medical bills, or a signed letter from an employer.

DATE: _____ (Put the date here)

TO: _____ (Landlord or manager's name) FROM: _____ (Tenant's name)

TENANT'S HOME ADDRESS: _____

(Fill in the full address of the unit you are renting)

REASON: I am unable to pay the full amount of rent for the rental unit listed above, for the following COVID-related reason(s) (Check all that apply):

- A tenant (or tenants) in the household lost income due to the coronavirus, the state of emergency, or the related government response (such as a layoff or reduction in hours).
- A tenant (or tenants) in the household needed to miss work to care for a child whose school was closed in response to the coronavirus.
- A tenant (or tenants) in the household was unable to work because of sickness with confirmed or suspected coronavirus.
- A tenant (or tenants) in the household was unable to work because of a need to care for a household or family member who was sick with confirmed or suspected coronavirus.
- Other COVID-related reason (specify): _____

As a result, I need to delay some or all payment of the rent due and am entitled to the protections of Executive Order N-37-20. Thank you for your understanding and cooperation.

Sincerely, _____
(Sign here)