

FAQ for Tenants

COVID-19 Tenant Relief Act of 2020



California passed the COVID-19 Tenant Relief Act of 2020 to protect tenants who were impacted by COVID-19 from eviction. These frequently asked questions are to help both landlords and tenants navigate this new law.

1. Can a landlord evict a tenant for failure to pay rent that came due between March 1, 2020 and August 31, 2020?

A tenant can never be evicted for failure to pay rent between March 1, 2020 and August 31, 2020 if the tenant timely submits a Declaration of COVID-19-related financial distress to the landlord.

2. Can a landlord evict a tenant for failure to pay rent that comes due between September 1, 2020 and January 31, 2021?

A tenant can never be evicted for failure to pay rent between September 1, 2020 and January 31, 2021 if the tenant timely submits Declarations to the landlord AND pays a **total of 25%** of the rent due for the entire 5-month period by January 31, 2021.

Under Sonoma County's eviction moratorium, impacted Sonoma County tenants have until **April 30, 2021** to repay this back rent.

3. What happens if a tenant can't pay their rent?

The landlord will give the tenant a 15-day notice "to pay rent or quit [get out]." This will include a copy of a "Declaration of COVID-19-related financial distress" the tenant can sign and return to the landlord. The Declaration says the tenant is not able to pay rent because of economic impacts from COVID-19 – such as lost income or increased costs.

An impacted tenant must sign and return the Declaration to the landlord within 15 business days. If a tenant does not sign and return the Declaration to their landlord within 15 business days, it will be harder for the tenant to be protected by the law, and the tenant may need to go to court.

The landlord may give the tenant another 15-day notice to pay rent or get out for each month the tenant doesn't pay starting in September. **An impacted tenant must sign and return the Declaration to the landlord each time the tenant receives a notice.**

4. Should a tenant keep a record of the notices and signed Declarations?

Yes. Tenants should take a picture or make a copy of each notice and signed Declaration for their records. Tenants should ask their landlord in writing to acknowledge that they received each Declaration.

5. Does a tenant still owe the unpaid rent?

Yes. The tenant is still responsible for paying back the rent. The landlord can sue the tenant to recover this money in small claims court after **March 1, 2021**.

6. Should a tenant indicate which months the rent payments are for?

Yes. For any rent payments the tenant is able to make toward the 25%, the tenant should indicate **which months** the rent payments are for and ask for receipts. This is important so that the landlord doesn't attempt to count the most recent payments towards debt that the tenant can't be evicted for.

7. What if a tenant cannot pay any rent for September 1, 2020 – January 31, 2021 in time?

Even if a tenant cannot pay anything, **February 1, 2021** is the earliest date an eviction court case for failure to pay rent can be filed against a tenant, as long as the tenant gives the signed Declarations to the landlord each month.

8. Do tenants need to provide proof of COVID-related hardship under the Tenant Relief Act?

For most renters, landlords cannot require any proof of how a tenant suffered lost income or increased costs due to COVID-19. The signed Declaration is enough.

If the tenant is "**high-income**" and the landlord has proof of that before serving the 15-day notice, the landlord can ask for documentation of economic impacts. This is done by serving a notice that includes the "high-income" language required by the new law.

A landlord cannot demand proof of income or try to obtain confidential financial records.

9. Are mobile home residents covered by the Tenant Relief Act?

Yes.

10. What about evictions based on something other than failure to pay rent?

ALL tenants are covered by just cause protections until February 1, 2021. A landlord cannot evict a tenant without stating an allowable reason, like violating the lease or engaging in criminal activity on the premises. These protections do **NOT** require a Declaration of COVID-19-related financial distress or any other action for renters to be protected.

It is illegal for a landlord to bring a different kind of eviction case in order to retaliate against a tenant for not paying rent due to COVID-19.

11. Are there new penalties for landlords who engage in extreme harassing behavior?

Yes. Landlords face increased penalties if they illegally lock out tenants, shut off utilities like hot water, or engage in other extreme harassing behavior.

12. What do I do if my landlord files an eviction case against me?

If your landlord files an eviction case in court and serves you with a complaint (the papers will say "Summons" and "Complaint—Unlawful Detainer"), **call Legal Aid immediately.**

**If you need additional information, please contact
Legal Aid of Sonoma County's Housing Hotline: 707-843-4432 or
visit our website at <https://legalaidsc.org/programs/home/>**

