

The COVID-19 Tenant Relief Act of 2020

If a tenant has not paid the rent since March 2020, can a landlord evict him?

Not if the tenant completes the COVID-19-related declaration of financial distress form and returns it to the landlord. When a tenant has not paid rent for any period between March 1, 2020 and January 31, 2021, the COVID-19 Tenant Relief Act of 2020 ("Rent Relief Law") will allow most residential tenants to remain in the rental property through January of 2021 as long as the tenant makes a declaration under penalty of perjury that they are unable to pay their rent or meet other financial obligations because of circumstances related to the COVID-19 pandemic.

What if the tenant misses a rent payment for September 2020?

For rent that comes due between September 1, 2020 and January 31, 2021, the tenant is responsible for paying at least 25% of the monthly rent. However, that amount need only be paid by January 31, 2021. After January 2021, and with the exception of the 25% of rent owed from September through January, the landlord would still not be able to base an unlawful detainer action on a demand for payment of rent that came due during any time between March 1, 2020, and January 31, 2021, as long as the tenant delivered the COVID-19 declaration to the landlord.

Can a landlord still serve a 3-day notice to pay rent or quit?

Not for rent that came due between March 1, 2020 and January 31, 2021. It would have to be a modified 15-day notice with new informational notices integrated into it, and with a copy of the COVID-19-related declaration of financial distress form. Additionally, for any tenant behind on the rent from March 2020 to August 2020, the landlord would have to provide a general notice ("Notice") informing the tenant of their rights under the new Rent Relief Law. This Notice is to be delivered by September 30, 2020. But if a 15-day notice is served, the Notice must be given at the same time or earlier.

Where do I find all of these new notices?

C.A.R. is modifying its forms to comply with these new rules and will include the required notices.

Are single-family properties, condos and new construction within the last 15 years still exempted from the statewide just cause eviction law (AB 1482)?

No. Under the new Rent Relief Law, all properties are now subject to the just cause eviction rules of AB 1482 until February 1, 2021.

What if I'm selling a single-family property or condo that is occupied by a tenant?

In that case, an owner may still terminate the tenancy if they are in contract to sell to a buyer who will take occupancy. All other requirements of the just cause provisions under AB 1482 would still have to be met including delivery of the exemption notice (C.A.R. RCJC can be used for this purpose.) But no payment of a relocation fee would be required.

How does an owner collect the unpaid rent from the period between March 1, 2020 and January 31, 2021?

The balance of the unpaid rent is still owed. The Rent Relief Law permits a claim for the unpaid rent to be brought in small claims court, beginning March 1, 2021, even if the amount owed would otherwise be more than current small claims court limits.

Does C.A.R. have any other information regarding this law?

Yes. C.A.R. has a Q&A entitled, "The COVID-19 Tenant Relief Act of 2020" available to all members.