

The COVID-19 Tenant Relief Act -- The Statewide Rent Moratorium Law (Extended through September 30, 2021)

WARNING! Evictions during COVID-19 protected and transition periods are complex. Local cities and counties ordinances may have additional restrictions on terminations and evictions. Consultation with a qualified California landlord tenant attorney is highly advised.

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

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 September 30, 2021, the COVID-19 Tenant Relief Act ("The Tenant Relief Act") will allow most residential tenants to remain in the rental property through September 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 or later?

For rent that comes due between September 1, 2020, and September 30, 2021, the tenant is responsible for paying at least 25% of the monthly rent. However, that amount need only be paid by September 30, 2021. After September 2021, and with the exception of the 25% of rent owed from September through June, 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 September 30, 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 September 30, 2021. It would have to be a modified 15-day notice with new informational notices integrated into it, and with an attached 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.

Are there any new forms that must be given as a result of the Tenant Relief Act extension?

Yes. An updated NTRA-3 needs to be delivered by July 31, 2021, to any tenant who has not paid COVID rental debt as of July 1, 2021, even if the landlord is not intending (at least at this time) to file an unlawful detainer action.

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 Tenant Relief Act, all properties are now subject to the just cause eviction rules of AB 1482 until October 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 September 30, 2021?

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

For more information about how the statewide rent moratorium law operates, please see our two Q&As "**The COVID-19 Tenant Relief Act of 2020**" and "**Eviction Moratorium Extension and State Rental Assistance Program**" and "**The State Moratorium Extension and the COVID Rental Housing Recovery Act (AB 832).**"