



CORONAVIRUS (COVID-19) AND RENTALS:
WHAT RICHMOND TENANTS AND LANDLORDS NEED TO KNOW

LOCAL AND STATE LAWS CONCERNING EVICTIONS
 DURING THE COVID-19 PANDEMIC

Last Modified: November 01, 2022

Disclaimer: This resource was created by the Richmond Rent Program to assist Tenants and Landlords with understanding their rights and responsibilities pertaining to rents and evictions as a result of the COVID-19 Tenant Relief Act, the COVID-19 Rental Housing Recovery Act, and City of Richmond Urgency Ordinance 02-21. This information is solely informational and does not constitute legal advice. If you have questions about your particular situation, you may contact the Rent Program to speak with a Housing Counselor, but they will not provide legal advice. The Rent Board has no jurisdiction to decide issues of possession in the event of an unlawful detainer (eviction lawsuit). Those issues will ultimately be decided in court.

<p>A local state of emergency exists in the City of Richmond.</p>	<p>On March 17, 2020, the City Manager, in her role as Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Chapter 2.20 of the Richmond Municipal Code to ensure the availability of mutual aid and assist the City’s response to COVID-19, which was approved by Council through Resolution 18-20.</p>
<p>Under the COVID-19 Rental Housing Recovery Act, Landlords seeking to evict based on nonpayment of rent that accumulated due to COVID-19 hardship between October 1, 2021, and July 1, 2022, must comply with several additional requirements when filing an Unlawful Detainer or the court may not issue the Summons for the case.</p>	<p>Between October 1, 2021, and July 1, 2022, in an unlawful detainer (eviction) action pertaining to residential real property and based, in whole or in part, on nonpayment of rental debt that accumulated due to COVID-19 hardship, a court shall not issue a summons on a complaint unless the plaintiff (Landlord or their agent), in addition to any other requirements required by law, also files any of the following: (Cal. Code of Civ. Proc. § 1179.11):</p> <ul style="list-style-type: none"> ○ (1) (Both) <ul style="list-style-type: none"> ○ A statement that before filing the complaint, the landlord completed an application for government rental assistance to cover the rental debt demanded from the defendants in the case, but the application was denied. ○ A copy of the final decision from the pertinent governmental assistance program denying a rental assistance application for the property at issue in the case. ○ (2) (All) <ul style="list-style-type: none"> ○ Before filing the complaint, the landlord submitted a completed application, as defined in Section 50897 of the Health and Safety Code, for rental assistance to the pertinent government rental assistance program to cover the rental debt demanded from the defendants in the case. ○ 20 days have passed since the later of either: the date the landlord submitted the application for rental assistance OR the date the landlord served the tenant with a three -day notice underlying the complaint. ○ The landlord has not received notice or verification from the pertinent governmental assistance program indicating the tenant submitted a completed application for rental assistance to cover the rental debt demanded from the defendants (tenants) in the case.

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<p>Landlords must provide copies of all of the documents required under the COVID-19 Rental Housing Recovery Act to the tenant.</p>	<ul style="list-style-type: none"> ○ The landlord has received no communication from the tenant that the tenant applied for governmental rental assistance to cover the unpaid rental debt demanded from the defendants in the case. ○ (3) <ul style="list-style-type: none"> ○ A statement, under penalty of perjury, that the rental debt demanded from the defendant in the complaint accumulated under a tenancy that was initially established on or after October 1, 2021. <ul style="list-style-type: none"> ▪ (A summons on a complaint issued pursuant to paragraph (3) shall not be construed to subject the complaint to these requirements). ○ (4) <ul style="list-style-type: none"> ○ A statement, under penalty of perjury, that a determination is not pending on an application, filed prior to April 1, 2022, for government rental assistance to cover any part of the rental debt demanded from the defendants in the case. <p>The statements under penalty of perjury described above shall be made on a form developed or revised by the Judicial Council for this purpose if the Judicial Council determines that this requirement is necessary to accomplish the purpose of the statement. (CCP 1179.11(b))</p> <p>If the criteria for issuance of a summons pursuant to subdivision (a) of Section 1179.11 (as stated above) have not been satisfied within 60 days of the complaint’s filing, the court shall dismiss the action without prejudice. (CCP 1179.14)</p> <p>This chapter shall remain in effect until September 30, 2024, and as of that date, is repealed. (CCP 1179.15)</p> <p>In addition to the summons, the complaint, and any other required document, the Landlord shall serve the Tenant with copies of any of the aforementioned statement(s) and final decision(s) filed with the court. The absence of these copies shall be sufficient grounds to grant a motion to quash service of the summons. (CCP 1179.11(d))</p>
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If you cannot pay the amount demanded in this notice, YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY! It is free and simple to apply. Citizenship or immigration status does not matter.

DO NOT DELAY! IF YOU DO NOT COMPLETE YOUR APPLICATION FOR RENTAL ASSISTANCE WITHIN 15 BUSINESS DAYS, YOUR LANDLORD MAY BE ABLE TO SUE TO OBTAIN A COURT ORDER FOR YOUR EVICTION.

You can start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com>.

- This notice must be in the language the lease contract was negotiated, if negotiated a different language than English.

On or after April 1, 2022, and before July 1, 2022, a notice for residential rental property that demands payment of COVID-19 recovery period rental debt shall be modified as follows:

“NOTICE FROM THE STATE OF CALIFORNIA:

If you completed an application for government rental assistance on or before March 31, 2022, you may have protections against eviction. For information about legal resources that may be available to you, visit lawhelpca.org.”

The court or defendant may motion to dismiss the case if the notice does not comply with these requirements.

A defendant may raise the insufficiency of a notice pursuant to this section as a complete defense to an unlawful detainer.

For rental debt that accumulated due to COVID-19 hardship that was incurred on or after October 1, 2021, and before March 31, 2022, a landlord must be compensated for all the unpaid rent demanded in the notice that forms the basis of the complaint to prevent an unlawful detainer judgment based on that complaint.

A court shall prevent the forfeiture of a lease or rental agreement, whether written or oral, and whether the tenancy has terminated, and restore the tenant to the former estate or tenancy, if necessary, if all the following apply:

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Tenants may apply for rental assistance (by March 31, 2022) and can use this to apply for relief from forfeiture of their lease or rental agreement (to have the court dismiss the unlawful detainer case).

(1) The complaint for unlawful detainer is based on a demand for payment of rental debt that accumulated due to COVID-19 financial hardship.

(2) The tenant submits verification to the court that a government rental assistance program has approved an application for rental assistance corresponding to part or all of the rental debt demanded in the complaint.

(3) The approved payment from the rental assistance program, together with any additional payments made by the tenant, constitute full payment of the rental debt demanded in the complaint.

Upon the filing of an application for relief pursuant to this section, the court shall do both of the following:

(1) Set a hearing on the matter on not less than 5 days' notice and not more than 10 days' notice to the parties, to be given by the court, and to be held separately or in conjunction with any regularly noticed hearing or trial in the case.

(2) Stay the action if no judgment has been entered in the case, immediately stay execution of any writ of possession issued in the case through the date of the hearing, and notify the sheriff accordingly.

At this hearing, the court will rule on the application for relief from the tenant in one of the following ways:

(A) If the tenant does not qualify for relief pursuant to subdivision (a), the court shall deny the application. A denial pursuant to this subparagraph may be used as evidence in an unlawful detainer action between the parties.

(B) If the tenant qualifies for relief, and the landlord has received all of the payments as described in paragraph (3) above, then the court shall grant the application, set aside any judgment issued in the case, and dismiss the case.

(C) If the tenant qualifies for relief, and the landlord has not received all of the payments described in paragraph (3) above, the court shall do all of the following:

(i) Set a follow up hearing to be held within 15 days, excluding Saturdays, Sundays, and other judicial holidays.

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<p>A Court will not issue a Judgment or a Default Judgment unless the Court finds certain requirements are met. (CCP 1179.11(c))</p>	<p>(ii) Extend the stay of the action through the date of that. Follow up hearing.</p> <p>(iii) Extend the stay of execution of any writ of possession in the case through the date of that follow up hearing.</p> <p>In an action filed before April 1, 2022, judgment or default judgment shall not be issued in favor of the plaintiff (Landlord) unless the court finds, upon review of the pleadings and any other evidence brought before it, that both of the following are true:</p> <p>(A) Before filing the complaint, the plaintiff completed an application to the pertinent government rental assistance program for rental assistance to cover the rental debt demanded in the complaint.</p> <p>(B) The plaintiff's application for rental assistance was denied because of lack of eligibility, lack of funding, or the application remained incomplete due to the tenant's failure to properly complete the portion of the application that is the responsibility of the tenant for 15 days, excluding Saturdays, Sundays, and other judicial holidays, after the landlord properly completed the portion of the application that is responsibility of the landlord.</p>
	<p>In an action filed on or after April 1, 2022, and before July 1, 2022, a judgment or default judgment shall not be issued in favor of the plaintiff (Landlord) unless the court finds, upon review of the pleadings and any other evidence brought before it that one of the following is true:</p> <p>(A) (i) Before April 1, 2022, the plaintiff (Landlord) completed an application to the pertinent governmental rental assistance program for rental assistance to cover that portion of the rental debt demanded in the complaint that constitutes rental debt that accumulated due to COVID-19 hardship; AND (ii) the plaintiff's application for rental assistance was denied because of lack of eligibility, lack of funding, or the application remained incomplete due to the tenant's failure to properly complete the portion of the application that is the responsibility of the tenant for 15 days, excluding Saturdays, Sundays, and other judicial holidays, after the landlord properly completed the portion of the application that is responsibility of the landlord.</p> <p>(B) A determination is not pending on an application, filed prior to April 1, 2022, for government rental assistance to cover any part of the rental debt demanded from the defendants in the case.</p>

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	<p>If the Tenant contests whether the Landlord has met the requirements above, the Landlord shall bear the burden of proving to the court that they have met those requirements. (CCP 1179.11(e))</p> <p>Failure to comply with these requirements may render the lawsuit defective and the court will not issue summons and/or the case will be subject to dismissal in court.</p> <p>SHOULD YOU HAVE ANY QUESTIONS REGARDING THE ABOVE INFORMATION, YOU SHOULD SPEAK TO AN ATTORNEY AS SOON AS POSSIBLE.</p>
<p>Under City of Richmond’s Urgency Ordinance 02-21 (“Eviction Moratorium”), amended October 25, 2022, Landlords are prohibited from evicting tenants in most circumstances during the Local Emergency and sixty (60) days afterward.</p>	<p>On October 25, 2022, Richmond City Council amended Urgency Ordinance 02-21, establishing a temporary moratorium on certain evictions of residential tenants in Richmond through the state of the local emergency and sixty (60) days thereafter. The Urgency Ordinance states, among other things, that:</p> <p>(A) During the local emergency and continuing for sixty days afterward, except as set forth under sections (B) and (C), no landlord may lawfully engage in any of the following behaviors in respect to residential tenants:</p> <ol style="list-style-type: none"> 1. Evict a tenant or require a tenant to vacate, including seeking the entry of an eviction judgement or by causing or permitting a writ of possession to be executed. 2. Represent to a tenant that the tenant is required by law to move out of their unit. <p>(B) Nothing in subsection (A) above shall limit a landlord from using the procedures outlined in state law, COVID-19 Tenant Relief Act, Code of Civil Procedure 1179.01 through 1179.07 and any subsequent state law regarding evictions related to a tenant’s failure to pay rent.</p> <p>(C) The prohibitions in subsections (A)(1-2) above do not apply where the grounds for eviction stated in the termination notice are:</p> <ol style="list-style-type: none"> 1. A nuisance that poses an imminent health or safety threat 2. The tenant has failed to pay rent that came due between March 1, 2020, and September 30, 2021, pursuant to the COVID-19 Tenant Relief Act 3. The termination is to remove the residential real property from the rental market (Ellis Act), but only authorized by Government Code section 7060 <i>et seq.</i> and following the requirements of the Chapter 5, Richmond Rent Board Regulation. 4. The owner intends to occupy the residential real property.

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<p>City of Richmond Urgency Ordinance 02-21 Noticing Requirements</p>	<p>Any notice of termination of tenant served on a tenant during the local emergency and sixty days afterward shall include the following statement in bold underlined, 12-point font:</p> <p><u>"An Emergency Moratorium is currently in effect. Other than for failure to pay rent, an imminent health or safety threat, to remove the residential real property from the rental market, but only when authorized by Government Code section 7060 et seq., or when termination is necessary where the owner intends to occupy the residential real property, residential evictions are restricted during the Local COVID-19 Emergency declared by the City of Richmond. Residential tenants who are being evicted for failure to pay rent may have additional protections under California law. You may contact the Richmond Rent Program at (510) 234-RENT (7368) for additional information and referrals or visit www.richmondrent.org."</u></p> <p>The section above shall not apply in cases of eviction for nonpayment of rent that became due between March 1, 2020, and June 30, 2021. *</p> <p><i>*This date is subject to change to comply with AB 832.</i></p>
<p>Violations of the City's Urgency Ordinance may be asserted as an affirmative defense in any action brought to recover possession of a Residential unit and Tenants may institute civil proceedings for injunctive relief and treble damages, including damages for mental and emotional distress.</p>	<p>Violations of the City's Urgency Ordinance may be asserted as an affirmative action defense in any action brought to recover possession of a residential unit where the notice of termination was served during the local emergency or sixty (60) days after.</p> <p>If a Landlord violates the City's Ordinance, an aggrieved tenant may institute a civil proceeding for injunctive relief, money damages of not more than three times actual damages (including damages for mental or emotional distress), and whatever other relief a court deems appropriate. If damages are awarded for mental or emotional distress, the award shall only be trebled if the trier of fact finds that the Landlord acted in knowing violation of or in reckless disregard of the provisions of the Ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court. The remedy available under this section shall be in addition to any other existing remedies which may be available to the tenant under local, state, or federal law.</p>
<p>Landlords must have "just cause" to evict in the City of Richmond.</p>	<p>The City's just cause for eviction law provided in the Richmond Rent Ordinance (RMC 11.100) will continue to apply to most Tenants. Under the just cause for eviction provisions of the Rent Ordinance, Tenants can only be evicted for specific reasons stated in the law. For more information on the "just causes" for eviction in Richmond, please visit http://www.ci.richmond.ca.us/3387/Termination-of-Tenancy or call (510) 234-RENT [7368].</p>

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<p>Due to the passage of AB-832, the repayment period for rent deferred under Richmond’s eviction and rent increase moratorium is November 1, 2021.</p>	<p>Landlords may not pursue rent debt owed that fell within the active time period of the City’s moratorium until after the expiration of the covered time period under the CTRA. Any rent debt owed that is incurred after the expiration of the City’s moratorium is still protected under State law, the collection of which must be consistent with AB-832.</p> <p>In accordance with the City’s grace period, and AB-832, Landlords may not pursue COVID-19 rental debt in Small Claims Court until November 1, 2021.</p>
<p>The full text of the COVID-19 Tenant Relief Act of 2020 is accessible on the State of California website.</p> <p>The full text of the amended COVID-19 Tenant Relief Act is accessible on the State of California website.</p> <p>The full text of the amended COVID-19 Tenant Relief Act and the COVID-19 Rental Housing Recovery Act is accessible on the State of California website.</p> <p>The full text of the City of Richmond Eviction Moratorium is accessible on our website.</p>	<p>COVID-19 Tenant Relief Act of 2020: https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB3088</p> <p>COVID-19 Tenant Relief Act (As Amended by SB-91): https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220SB91</p> <p>COVID-19 Rental Housing Recovery Act (AB-832): https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB832</p> <p>COVID-19 Rental Housing Recovery Act (As amended by AB-2179): https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB2179</p> <p>City of Richmond Urgency Ordinance 02-21, Eviction Moratorium (as amended by Urgency Ordinance No. 13-22) https://www.ci.richmond.ca.us/DocumentCenter/View/57404/Ordinance-13-22-NS?bidId=</p>
<p>Call the City of Richmond Cares Hotline at (510) 620-6700 for Richmond COVID-19-related resources and information.</p>	<p>Call the Richmond Cares Hotline at (510) 620-6700 if you have any questions related to Richmond COVID-19 resources, City of Richmond services, or the Shelter-In-Place Order. The hotline is operational Monday-Friday, from 8:30 AM to 5:00 PM.</p>

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Additional COVID-19 related resources and information is accessible on the City of Richmond’s website.	<p>Access additional resources and information about City Services and Richmond COVID-19 resources at www.ci.richmond.ca.us./3914/Richmond-Coronavirus-Info</p> <p>Access the California State’s Rental Assistance Program at housingiskey.com</p>
More information about the current Shelter In Place order is accessible on the Contra Costa County website.	<p>For more information about COVID-19 and the County’s response, please visit https://www.coronavirus.cchealth.org/</p>
Additional resources to address food, shelter, health, and other emergency needs are accessible through the Contra Costa County Crisis Center (211).	<p>The 211 online database hosts a comprehensive, up-to-date, and free-of-charge database of local health and social services: https://cccc.myresourcedirectory.com/</p> <p>Or dial 2-1-1 for assistance.</p>

FREQUENTLY ASKED QUESTIONS

1. Should I get legal help? Where can I find more information?

The new laws are complicated. If you are a Tenant or Landlord and have any concerns about what you need to do under the new laws, we strongly recommend you contact an attorney as soon as possible. Through a contract with the Rent Program, Bay Area Legal Aid offers a virtual clinic for both Landlords and Tenants. To speak with a Bay Area Legal Aid representative, please call (510) 250-5270. If you are a Tenant and have received an eviction notice, you may contact the Eviction Defense Center at (510) 452-4541 for legal assistance and potential representation. For additional information about legal resources that may be available to you, please contact the Contra Costa County Bar Association Lawyer Referral and Information Service at (925) 825-5700 or visit <http://www.cccbba.org/community/find-a-lawyer/>.

There are many additional educational resources available. The state has created an [educational website](#). The state website provides a [summary of protections](#), [frequently asked questions \(FAQs\)](#), and an [app to provide information tailored to your situation](#). However, the information on the state website covers only statewide protections, so it may provide incomplete information as to protections for Richmond Tenants who could not pay rent that became due before September, or who are facing eviction for reasons other than nonpayment of rent.

2. Can a Landlord serve an eviction notice for nonpayment of rent?

Yes. Even if a Tenant has given their Landlord notice and documentation under the City’s moratorium, the state law allows Landlords to serve a notice for nonpayment (notice to pay or quit). However, for rental debt accumulated from March 1, 2020 to September 30, 2021, the

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notice must give the Tenant at least 15 days, excluding holidays and weekends, instead of just three days to pay. Further, on or before July 30, 2021, Landlords shall provide Tenants who, as of July 1, 2020, have not paid one or more rental payments that became due during the “covered” time period (March 1, 2020 – September 30, 2021); with a written notice in 12-point font that explains the Tenants’ rights under the COVID-19 Tenant Relief Act. The notice must recite verbatim language provided in the state law. The Landlord may also provide this notice when they issue the termination notice for nonpayment of rent that is served on or before September 30, 2021. For rental debt accumulated on or after October 1, 2021, the notice must give the Tenant at least 3 days, excluding holidays and weekends. Further, Landlords must also provide specific language created by the State (See above for language) in their notice for nonpayment of rent.

If a Tenant receives an eviction notice for nonpayment of rent, we strongly encourage they follow the instructions within the notice and return to the Landlord a signed Declaration of COVID-19 related financial distress prior to the expiration of the notice of termination of tenancy for nonpayment of rent. If a Tenant receives a notice for rental debt accumulated on or after October 1, 2021, it is encouraged to continue to inform your landlord in writing of any COVID-19 related financial distress. Additionally, prior to serving a notice for nonpayment of rent, Landlords are encouraged to contact an attorney as the changes in the law are very complicated and may increase a Landlord’s liability if they fail to adhere to its provisions. Likewise, Tenants, who receive a notice for nonpayment of rent, are encouraged to contact an attorney as soon as possible, as a Tenant’s rights may depend on them taking specific actions required by law.

3. If a Tenant can’t pay rent, are they still protected?

Yes. If a Tenant cannot pay their rent in full due to the financial impacts of COVID-19, they are still potentially protected from eviction, but the state law has changed what they must do to invoke those protections. Starting September 1, 2020, through September 30, 2021, any eviction notice for nonpayment of rent must include a declaration of COVID-19-related financial distress form. This is a pre-written statement indicating that the Tenant cannot pay rent because of effects of the pandemic. In order to be protected by the state law, the Tenant must sign and return the declaration of COVID-19-related financial distress form to the Landlord prior to the expiration of the notice of nonpayment of rent. The Declaration is under “penalty of perjury.” This means that if the Tenant signs the declaration, they are swearing that the statements in the declaration are truthful.

If a Tenant cannot pay rent due to impacts of COVID-19, we strongly encourage them to (1) provide a COVID-19 related financial distress Declaration to their Landlord on or before rent is due each month, regardless of whatever they are given by the Landlord **AND** return all Declarations that must be provided with eviction notices for nonpayment of covered rent. The declaration form is available [here](#). Tenants should provide the form by one of the methods listed in Question 6 below, request acknowledgment of receipt in writing, and keep proof that they sent the declaration.

Some of the above requirements are no longer applicable for rental debt owed on or after October 1, 2021. Please review the above section on the “COVID-19 Rental Housing Recover Act” for further information. Further, Tenants should immediately contact and apply for rental

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assistance through “Housing Is Key” by calling 1-833-430-2122 or visiting <http://housingiskey.com>.

4. Has the payment deadline changed?

The state law provides eviction protections through September 30, 2021, but in order to be protected, the Tenant must (1) return the declaration of COVID-19-related financial distress hardship declaration prior to the expiration of eviction notice, and (2) pay at least 25 percent of the total rent owed from September 1, 2020, through September 30, 2021, by September 30, 2021.

Compliance with the requirements of the COVID-19 Tenant Relief Act will protect tenants from eviction for nonpayment of rent, however, the collection of COVID-19 rental debt is subject to the limitations of both AB-832 and the City of Richmond’s Moratorium. If the Tenant met the requirements of the City’s moratorium, they will have until November 1, 2021, to pay any rent covered by the City’s moratorium or the Landlord may pursue the debt in court.

5. The state law provides eviction protections through September 30, 2021. What rents fall under this protection? What do Tenants have to do and how much do they have to pay to be permanently protected from eviction?

The state law separates rent into three time periods: (A) the “protected” time period; (B) the “transition” time period (These two periods together are called the “covered period”); and (C) the “recovery” period.

(A) The protected time period – Rent owed between March 1, 2020, and August 31, 2020.

Landlords may serve a notice to pay rent or quit; however, if, prior to the expiration of the notice of nonpayment of rent the Tenant signs and returns the declaration of COVID-19-related financial distress (which the Landlord must provide with any eviction notice for nonpayment of rent), the Tenant cannot be evicted for nonpayment of this rent, even if the Tenant does not pay any of it.

(B) The transition time period – Rent owed between September 1, 2020, and September 30, 2021.

Landlords may serve a notice to pay rent or quit for each month during this period for which the Tenant has unpaid rent; however, if the Tenant (1) prior to the expiration of the notice of nonpayment of rent, signs and returns the declaration of COVID-19-related financial distress (which the Landlord must provide with any eviction notice for nonpayment of rent), and (2) pays 25 percent of the total rent they could not pay from September 1, 2020, through September 30, 2021, by September 30, 2021, they cannot be evicted for nonpayment of rent. Tenants are required to submit a new Declaration form for each notice of nonpayment of rent that covers rent owed between March 1, 2020, and September 30, 2021. We encourage Tenants to submit a Declaration on their own each month that they cannot pay for the reasons stated in the declaration, whether or not they receive any notice.

(C) “COVID-19 recovery period rental debt” means a rental debt of a tenant under a tenancy that came due between October 1, 2021, and March 31, 2022.

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Example 1: If a Tenant is unable to pay September 2020 and October 2020 rent and they (1) provide a declaration of COVID-19-related financial distress to their Landlord prior to the expiration of each notice the Landlord serves for nonpayment of September and October rent, and (2) make a payment or payments equal to 25 percent of the combined rent for those two months of rent on or before September 30, 2021, then the Landlord cannot evict the Tenant for nonpayment of this rent.

Example 2: If a Tenant is unable to pay any of the rental payments that come due between September 1, 2020, and September 30, 2021, and they provide their Landlord with the Declarations in response to each 15-day notice the Landlord sent to them during that time period, and they make a payment or payments equal to 25% of the combined rent due from September 1, 2020 through September 30, 2021, by September 30, 2021, then the Landlord cannot evict the Tenant for nonpayment of this rent.

6. How should Tenants return the Declaration form to their Landlord?

Tenants can deliver the Declaration of COVID-19-related financial distress to their Landlord in the following ways:

- In person, if the Landlord indicates in the notice an address at which the declaration may be delivered in person.
- By e-mail, if the Landlord indicates an e-mail address in the notice to which the declaration may be delivered.
- Through U.S. mail to the address indicated by the Landlord in the notice. If the Landlord does not provide an address for delivery in person, then upon the mailing of the declaration by the Tenant to the address provided by the Landlord, the declaration is deemed received by the Landlord on the date posted, if the Tenant can show proof of mailing to the address provided by the Landlord.
- Through any of the same methods that the Tenant can use to deliver the payment pursuant to the notice, if delivery of the declaration by that method is possible. [Tenant Relief Act, Code of Civil Procedure Section 1179.03(f).]

It is important for Tenants to keep proof that they delivered the declaration. For example, if they mail the declaration, they should obtain proof of mailing or proof of service from the Post Office and take a picture of the signed declaration alongside the addressed envelope.

7. Do Tenants have to provide any documentation to prove inability to pay?

No, most Tenants do not have to provide documentation other than the mandatory declaration of COVID-19-related financial distress, even if the Landlord asks for it. However, prior to service a notice for nonpayment of rent, if a Landlord has independent evidence in their possession that a Tenant is a “High-income Tenant” (those earning more than 130 percent of median household income) a Landlord may request that the high-income Tenant provide documentation to support their Declaration of a Covid-19 related financial distress. Such a request by the Landlord must be made in their 15-day notice for nonpayment of rent for “High-income Tenant” and must include specific language provided by the State. If a Landlord decides to pursue this avenue, they are strongly encouraged to contact an attorney, as failure to adhere

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to the provisions of the State law may subject Landlords to increase liability, including attorney fees. Under no circumstance may a Landlord request or demand a regular income Tenant to provide financial documentation.

For more information about the documentation requirement for high-income Tenants, please visit <https://landlordtenant.dre.ca.gov/faqs.html> and scroll down to the question “Can a Landlord require a high-income Tenant to provide documentation supporting the Tenant’s claim that the Tenant has suffered COVID-19-related financial distress?”

8. What if a Tenant does not return the mandatory declaration on time?

For the “protected” time period (March 1, 2020 to August 31, 2020), in order to be protected from eviction, Tenants must sign and return the declaration prior to the expiration of the notice of nonpayment of rent. However, if they do not do so on time, they may be able to do so later in response to an unlawful detainer action (eviction lawsuit) that is filed and if they can convince the court that their inability to return the declaration within the required time period was due to “mistake, inadvertence, surprise, or excusable neglect,” the court must dismiss the case. Additionally, if the alleged rent owed is for the “transition” time period (September 1, 2020 to September 30, 2021), then the Tenant must also pay 25% of the rent owed within 5 days of the court’s order to do so. If paid within this time, the court must dismiss the case.

9. How are the courts handling eviction cases?

The temporary emergency court rules that effectively delayed most evictions have been lifted however, the state law extends the pause for nonpayment of rent eviction cases until October 1, 2021. The pause is not a reason for Tenants to do nothing. In order to be protected from eviction for nonpayment of rent, Tenants must provide their Landlord with the declaration of COVID-19-related financial distress in response to each 15-day notice the Landlord serves the Tenant prior to the expiration of the notice and, if applicable, pay 25% of the total rent owed by September 30, 2021. Even if the Tenant does not receive any notices, we encourage Tenants to provide declarations to their Landlord on or before rent is due if they cannot pay in full due to effects of COVID-19.

10. If Tenants cannot be evicted, do they still owe rent?

Yes, neither Richmond’s Eviction Moratorium nor the state law cancels deferred rent. While the state law protects Tenants from eviction for nonpayment of rent during the covered period, the unpaid rents are still owed to the Landlord as a form of consumer debt, and Landlords can sue Tenants to recover and collect the unpaid rents in small claims courts or other civil courts. The state law provides that Landlords may not sue in Small Claims court to try to collect rent that became due between March 1, 2020, and September 30, 2021, until November 1, 2021. Read in conjunction with the latest iteration of the COVID-19 Tenant Relief Act, the due date for rent protected under the Richmond Eviction Moratorium (rent that became due between on or about March 14, 2020 and September 30, 2020), is November 1, 2021.

11. Does the state law affect eviction for reasons other than nonpayment, such as a lease violation or nuisance?

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No. The state law does not affect evictions for reasons other than nonpayment due to the impacts of the COVID-19 emergency. However, evictions for demolition or to substantially remodel (neither of which are Just Causes under the Richmond Rent Ordinance) have some additional requirements. (See Code of Civil Procedure 1179.03.5(a)(3)(A)(ii)(II) for further information).

12. Can Landlords use a different excuse to try to evict Tenants for nonpayment?

Landlords cannot attempt to use other reasons to evict as a backdoor to evict for nonpayment of rent. Under state law (Civil Code 1942.5, as amended by the CTRA), it is unlawful for a Landlord to bring a different kind of eviction case in order to retaliate against a Tenant for having COVID-19 rental debt. Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for actual damages, punitive damages where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act, reasonable attorney's fees, and any other remedy provided by statutory or decisional law.

13. Where can I go to access information regarding rent assistance for Landlords and Tenants?

Governor Newsom has signed laws which establish the CA COVID-19 Rent Relief Program, allocating billions of dollars in federal rent assistance. These efforts will enable landlords and tenants most impacted by the COVID-19 pandemic to check if they are eligible to apply for the CA Rent Relief Program.

If you have experienced a financial hardship due to COVID-19, have past due rent or utilities, and have a household income that is not more than 80% of the [Area Median Income](#), you may be eligible to receive help to pay past due or future rent and utilities from the state of California.

Landlords and tenants can verify eligibility immediately by visiting [HousingIsKey.com](https://www.housingiskey.com), or by calling (833) 430-2122.

For more information regarding other rent assistance resources available in the Bay Area, landlords and tenants may visit the Rent Program's Rent Assistance Resource webpage at the following link:

<http://www.ci.richmond.ca.us/4024/Rent-Assistance-Resources>