



EXPIRATION OF COVID-19 STATE LAW AND NONPAYMENT OF RENT EVICTIONS

Richmond Rent Program Webinar

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Quick Overview of Rent Control and Eviction Protections in Richmond

The Eight “Just Causes” for Eviction in Richmond:

Residential tenants can only be evicted for one of the following “Just Causes” (termination notice must state the applicable just cause):

1. **Failure to Pay Rent** (after having been served a 3-day notice to pay or quit)
2. **Breach of Lease** (if a tenant continues to violate the lease after being warned in writing to cease the violation(s))
3. **Nuisance** (if a tenant continues to cause a nuisance after being warned in writing to cease causing the nuisance)
4. **Failure to Give Access** (if a tenant continues to deny a landlord lawful entry per Civil Code 1954, after receiving a written warning to cease denying lawful entry)
5. **Temporarily Vacate in Order to Undertake Substantial Repairs***
6. **Owner Move-In***
7. **Withdrawal from Rental Market***
8. **Temporary Tenancy** (applies to single family homes and condos for up to 12 months)

****Relocation Payment required – See Relocation Ordinance established by the City Council (RMC 11.102)***

Key Landlord Requirements of the Richmond Rent Ordinance:

Enrollment of Rental Properties and Registration of Tenancies (if applicable)

Landlords of all Rental Units must enroll their rental properties with the Rent Program. Landlords of rent-controlled units must also register their tenancies.

File Notices with the Rent Program

Landlords of all Rental Units must file a copy of any Notice of Termination of Tenancy and Proof of Service with the Rent Program within two business days after service on the Tenant.

Pay the Rental Housing Fee and provide Tenants with the Rent Program Brochure

Landlords of rent-controlled units must file a copy of any Rent Increase Notice and Proof of Service with the Rent Program within 10 business days after service on the Tenant.

All Landlords must pay the Residential Rental Housing Fee and provide Tenants with a copy of the Rent Program Brochure at the onset of the tenancy and with each notice of a rent increase.

Services Provided by the Rent Program:

- Comprehensive counseling on the Rent Ordinance, Relocation Ordinance, and applicable State law
- Mediation services
- Referrals to community legal service providers
- Targeted outreach to Tenants and Landlords who serve or have been served with eviction notice
- Administration of the Rent Adjustment Petition process
- Monthly Community Education Workshops
- Facilitating monthly meetings of the Richmond Rent Board
- Billing and collection of the Rental Housing Fee



Overview of COVID-19 Local and State Laws

CITY OF RICHMOND URGENCY ORDINANCE 02-21

- On March 23, 2021, the **Richmond City Council** adopted Urgency Ordinance No. 02-21 ("Eviction Moratorium") establishing a temporary moratorium on certain evictions of residential tenants in Richmond through the Local Emergency and sixty (60) days thereafter.
- During the local emergency and continuing for sixty days after the end of the local emergency, landlords are prohibited from evicting tenants in most circumstances, except for the following:

CITY OF RICHMOND URGENCY ORDINANCE 02-21 (CONT'D)

- A nuisance that poses an imminent health or safety threat.
- The tenant has failed to pay rent that came due between March 1, 2020, and June 30, 2021, pursuant to the [COVID-19 Tenant Relief Act](#).
- The termination is to remove the residential real property from the rental market ([Ellis Act](#)), but only authorized by Government Code section 7060 et seq., and following the requirements of the [Chapter 5, Richmond Rent Board Regulations](#).

The COVID-19 Tenant Relief Act : Background

- The “COVID-19 Tenant Relief Act of 2020,” was signed by Governor Newsom on August 31, 2020. The Act prohibited evictions of residential Tenants for nonpayment of rent or other unpaid financial obligations from March 1, 2020, through January 31, 2021, if the reason for nonpayment of rent was COVID-19 related financial distress and certain requirements were met.
- As amended through the passage of SB-91, the “COVID-19 Tenant Relief Act” (“CTRA”) prohibited evictions of residential Tenants for nonpayment of rent or other unpaid financial obligations due from March 1, 2020, through June 30, 2021, so long as certain requirements are met.
- As amended through the passage of AB-832, the most recent version of the CTRA prohibits evictions of residential Tenants for nonpayment of rent or other unpaid financial obligations due from March 1, 2020, through September 30, 2021, so long as certain requirements are met (see below for explanation of these requirements).

The COVID-19 Tenant Relief Act : Background Cont'd

- Under the COVID-19 Tenant Relief Act, Landlords may not evict Tenants for nonpayment of rent that became due between March 1, 2020, and August 31, 2020, if the Tenant returns a Declaration of COVID-19-related financial distress to the Landlord.
- Furthermore, Landlords may not evict Tenants for nonpayment of rent that became due between September 1, 2020, and September 30, 2021, if the Tenant returns a Declaration of COVID-19-related financial distress to the Landlord AND pays 25% of the total rent due by September 30, 2021. Tenants must provide a Declaration for every notice of termination of tenancy for nonpayment of rent that they receive.
- In the event that no termination notice is issued or received, Tenants are still encouraged to send the Declaration of COVID-19 financial distress for any month they cannot pay the rent in full due to COVID-19 related financial distress.

CTRA: Expiration- 9/30/21

- The CTRA is set to expire today, so what happens next?
- Despite its expiration, two major principles will still apply under the CTRA
 - Past Actions under the CTRA prevent future evictions
 - It's all about good faith efforts to obtain Rental Assistance

CTRA: Protected and Transition Time Period

- Protected period: Time period between March 1, 2020, and August 31, 2020.
- Transition period: Time period between September 1, 2020, and September 30, 2021.
- If Tenants complied with the providing a Declaration and where applicable, paying 25% of total rents owed, the remaining debt may not form the basis of eviction.

CTRA: Rental Assistance

- CTRA places great emphasis on a Landlords need to seek Rental Assistance.
- In fact, from October 1, 2021, to March 31, 2022, if a Landlord is seeking to evict a Tenant for any rents owed due to Covid-19 related hardships that accrued between March 1, 2020, and March 31, 2022, the Landlord must satisfy the following requirements:

CTRA: Rental Assistance Cont'd

- For Landlords of tenants with “COVID-19 recovery period rental debt” (came due October 1, 2021 to March 31, 2022) landlords must provide at least a three-day notice to pay or quit and the notice shall include:
 - The time period in which the tenant may pay the amount due or deliver possession of the property shall be no shorter than three days, excluding Saturdays, Sundays, and other judicial holidays.
 - The amount of rent demanded and date each amount became due
 - Telephone number and website address of pertinent government rental assistance program.
 - Verbatim language about the state’s COVID-19 rental relief plan as stated in Cal. Code of Civ. Proc. §1179.10.
- What about rent that came due before October 1, 2021?
 - Before proceeding consult an attorney for legal advice as Landlords may have to serve a 15-day notice to pay or quit.
- Notices must be in the language the lease contract was negotiated, if negotiated in a language other than English.

CTRA: Rental Assistance & Unlawful Detainer

- Regardless of whether a Landlord is seeking to evict for rent accumulated on, before, or after October 1, 2021, where the rent is due to Covid-19 related hardships, a Landlord must file with their unlawful detainer complaint one of the following:
 - (1) A statement verifying, under penalty of perjury, 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 a final decision from the pertinent government rental assistance program denying a rental assistance application for the property at issue in the case. **OR**

CTRA: Rental Assistance & Unlawful Detainer Cont'd

- (2) A statement, under penalty of perjury, verifying that all of the following are true:
 - Before filing the complaint, the landlord submitted a completed application for rental assistance to the pertinent government rental assistance program to cover the rental debt demanded from the defendants in the case.
 - Twenty days have passed since the later of either the date that the landlord submitted the application or the date that the landlord served the tenant with the three-day notice underlying the complaint.
 - The landlord has not received notice or obtained verification from the pertinent government rental assistance program indicating that the tenant has submitted a completed application for rental assistance to cover the rental debt demanded from the defendants in the case.
 - The landlord has received no communication from the tenant that the tenant has applied for government rental assistance to cover the unpaid rental debt demanded from the defendants in the case.

OR

CTRA: Rental Assistance & Unlawful Detainer Cont'd

- (3) 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, as defined

Any and all statements made under penalty of perjury must 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.

- Check the Judicial Council website and forms

CTRA: Rental Assistance & Unlawful Detainer Cont'd

- Whichever option the Landlord chooses, when serving the Tenant with an unlawful detainer, the Landlord must serve the Tenant with copies of the statements and final decisions that were filed with the Court.
- To prevail in court the Landlord carries the additional burden of proving that :
 - 1. 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.
 - 2. 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.

CTRA: Rental Assistance & Unlawful Detainer Cont'd

- (1) 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 of the unpaid rent demanded in the notice that forms the basis of the complaint in order to prevent an unlawful detainer judgment based on that complaint.
- (2) That for rental debt that accumulated due to COVID-19 hardship that was incurred on or after September 1, 2020, and before September 30, 2021, a landlord must be provided 25 percent of the unpaid rent demanded in the notice that forms the basis of the complaint before October 1, 2021, in order to prevent an unlawful detainer judgment based on that complaint.

CTRA: Tenants applying for Rental Assistance

- In Covid-19 rent related cases, Landlords are required to seek rental assistance prior to evicting their tenants. But what about tenants?
- Tenants may seek Rental Assistance and if so, gain a defense against an unlawful detainer.
- So long as the Tenant is still in the Rental Unit the Tenant may apply for Rental Assistance and stave off an unlawful detainer, a judgement, or even a writ of possession.

CTRA: Tenants applying for Rental Assistance Cont'd

- Seeking Rental Assistance will provide Tenants with a defense from a rent related Unlawful Detainer where:
 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 for 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.

CTRA: Tenants applying for Rental Assistance Cont'd

- Once received, the court sets a hearing and pause any action for unlawful detainer or sheriff's notice for eviction.
- At the hearing, the court will rule in one of the following ways:
 - (1) If the tenant does not qualify for relief, 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.
 - (2) If the tenant qualifies for relief **and** the plaintiff has received all of the payments, then the court shall grant the application, set aside any judgment issued in the case, and dismiss the case.
- What if the Tenant qualifies but the Landlord has not received any payment?

CTRA: Tenants applying for Rental Assistance Cont'd

If the Tenant qualifies for relief and the Landlord has not received all of the payments the court must:

1. Set a follow-up hearing to be held within 15 days;
2. Extend the stay of the action through the date of that follow-up hearing.
3. Extend the stay of execution of any writ of possession in the case through the date of that follow-up hearing.

CTRA: Tenants applying for Rental Assistance Cont'd

At the follow-up hearing the court must issue one of the following orders:

1. If the government rental assistance program has withdrawn the approval of rental assistance, then the court shall deny the application.
2. If the plaintiff has received all of the payments then the court shall grant the application, set aside any judgment issued in the case, and dismiss the case.
3. If the government rental assistance program has not withdrawn the approval of rental assistance, but the landlord has not received all of the payments because the rental assistance program has not yet issued its part of the payment, then the court shall order another follow-up hearing in accordance with this subparagraph.
4. If the government rental assistance program has not withdrawn the approval of rental assistance, but the landlord has not received all of the payments because the tenant has not yet paid the tenant's part of the payment, then the court shall deny the application with prejudice.

Overview of Rent Assistance Resources

Rent Assistance Resources

In response to COVID-19 pandemic and its economic fallout, many local organizations in Richmond, California are creating or expanding rental assistance programs to support individuals and families impacted by the pandemic.

Visit our website at www.richmondrent.org to access more information on local and state rent resources you may be eligible to apply for or email the Rent Program at rent@ci.richmond.ca.us.

California COVID-19 Rent Relief Program

www.housingiskey.com

Richmond Rapid Response Fund

www.richmondresponsefund.org

Richmond Neighborhood Housing Services

www.richmondnhs.org

Seasons of Sharing

www.seasonofsharing.org

Catholic Charities

www.cced.org

Community Housing Development Corporation

www.communityhdc.org