



**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: April 28, 2023

**Disclaimer No. 1:** 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 Pandemic. 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 existed in the City of Richmond, but as of February 28, 2023, the local emergency no longer exists.</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. However, on February 28, 2023, the Richmond City Council voted to end the local emergency.</p>
<p>DISCLAIMER No. 2</p>	<p>The following information is provided for Landlords, Tenants, or their representatives, who may still be dealing with <u>nonpayment of rent due to the COVID-19 pandemic</u>. <b>Please pay attention to the dates set forth below as the provisions below may or may not apply depending on when notices are issued, when COVID-19 hardship was claimed, and when an unlawful detainer is brought to court.</b> Should you desire legal advice, please speak to an attorney as the Rent Program may not provide legal advice to the public.</p> <p>The below sections of the COVID-19 Rental Housing Recovery Act continue to be in effect until September 30, 2024, and as of that date are repealed.</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"> <li>○ (1) (Both)             <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ 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.</li> </ul> </li> <li>○ (2) (All)             <ul style="list-style-type: none"> <li>○ Before filing the complaint, the landlord submitted a completed application, as defined in Section 50897 of the Health and Safety</li> </ul> </li> </ul>

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<p><b>Landlords must provide copies of all of the documents required under the COVID-19 Rental Housing Recovery Act to the tenant.</b></p>	<ul style="list-style-type: none"><li>Code, for rental assistance to the pertinent government rental assistance program to cover the rental debt demanded from the defendants in the case.</li><li>○ 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.</li><li>○ 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.</li><li>○ 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.</li><li>○ (3)<ul style="list-style-type: none"><li>○ 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"><li>▪ (A summons on a complaint issued pursuant to paragraph (3) shall not be construed to subject the complaint to these requirements).</li></ul></li></ul></li><li>○ (4)<ul style="list-style-type: none"><li>○ 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.</li></ul></li></ul> <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</p>
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<p><b>Important Definitions</b></p>	<p>copies shall be sufficient grounds to grant a motion to quash service of the summons. (CCP 1179.11(d))</p> <p>“Rental debt” means an unpaid rent or other unpaid financial obligation of a tenant under the tenancy that has come due.</p> <p>“Rental debt that accumulated due to COVID-19 hardship” means COVID-19 rental debt, COVID-19 recovery period rental debt, or a combination of both, if it accumulated during a tenancy initially established before October 1, 2021.</p> <p>“COVID-19 rental debt” means unpaid rent or any other unpaid financial obligation of a tenant under the tenancy that came due during the covered time period. “Covered time period” means the time period between March 1, 2020, and September 30, 2021.</p> <p>“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.</p> <p>“Pertinent government rental assistance program” means a government rental assistance program for the city, county, or city and county in which the property at issue is located.</p> <p>“Final decision” does not include: The rejection of an application as incomplete or improperly completed by a landlord OR notification that an application is temporarily pending further action by the government rental assistance program or the applicant.</p> <p>For Landlords of tenants with “COVID-19 recovery period rental debt,” landlords must, in the notice to pay rent or quit, provide notice about the state’s COVID-19 rental relief plan (Cal. Code of Civ. Proc. §1179.10).</p>
<p><b>For landlords who have tenants that incur rental debt “COVID-19 recovery period rental debt,” (between October 1, 2021, and March 31, 2022) special language must be included in the Notice to Pay Rent.</b></p>	<p>Before April 1, 2022, a notice for a residential rental property that demands COVID-19 recovery period rental debt shall be modified as follows:</p> <ul style="list-style-type: none"><li>○ 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.</li><li>○ The notice shall include:<ul style="list-style-type: none"><li>○ The amount of rent demanded and date each amount became due.</li><li>○ The telephone number and internet website address of pertinent government rental assistance program.</li><li>○ The following <b>bold</b> text in at least 12-point font:</li><li>○ <b>“IMPORTANT NOTICE FROM THE STATE OF CALIFORNIA – YOU MUST TAKE ACTION TO AVOID AN EVICTION: As part of the state’s</b></li></ul></li></ul>

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COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments.

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](http://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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(ii) Extend the stay of the action through the date of that. Follow up hearing.

(iii) Extend the stay of execution of any writ of possession in the case through the date of that follow up hearing.

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:

(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.

(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.

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:

(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.

(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.

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))

**A Court will not issue a Judgment or a Default Judgment unless the Court finds certain requirements are met. (CCP 1179.11(c))**

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	<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><b>SHOULD YOU HAVE ANY QUESTIONS REGARDING THE ABOVE INFORMATION, YOU SHOULD SPEAK TO AN ATTORNEY AS SOON AS POSSIBLE.</b></p>
<p><b>Under City of Richmond’s Urgency Ordinance 02-21 (“Eviction Moratorium”), amended October 25, 2022, Landlords were prohibited from evicting tenants in most circumstances during the Local Emergency and sixty (60) days afterward.</b></p> <p><b>However, on February 28, 2023, the Richmond City Council voted to end the local emergency. Thus, the Eviction Moratorium shall cease to be effective on or around April 29, 2023.</b></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"> <li>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.</li> <li>2. Represent to a tenant that the tenant is required by law to move out of their unit.</li> </ol> <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"> <li>1. A nuisance that poses an imminent health or safety threat</li> <li>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</li> <li>3. 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 Regulation.</li> <li>4. The owner intends to occupy the residential real property.</li> </ol>
<p><b>City of Richmond Urgency Ordinance 02-21 Noticing Requirements</b></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><b><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</u></b></p>

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	<p><u>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 <a href="http://www.richmondrent.org">www.richmondrent.org</a>.</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><b>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.</b></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><b>Landlords must have “just cause” to evict in the City of Richmond.</b></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 <a href="http://www.ci.richmond.ca.us/3387/Termination-of-Tenancy">http://www.ci.richmond.ca.us/3387/Termination-of-Tenancy</a> or call (510) 234-RENT [7368].</p>
<p><b>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.</b></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><b>The full text of the COVID-19 Tenant Relief Act of 2020 is accessible on the State of California website.</b></p> <p><b>The full text of the amended COVID-19 Tenant Relief Act is accessible on</b></p>	<p>COVID-19 Tenant Relief Act of 2020: <a href="https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB3088">https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB3088</a></p> <p>COVID-19 Tenant Relief Act (As Amended by SB-91):</p>

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<p>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><a href="https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220SB91">https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220SB91</a></p> <p>COVID-19 Rental Housing Recovery Act (AB-832): <a href="https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB832">https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB832</a></p> <p>COVID-19 Rental Housing Recovery Act (As amended by AB-2179): <a href="https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB2179">https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB2179</a></p> <p>City of Richmond Urgency Ordinance 02-21, Eviction Moratorium (as amended by Urgency Ordinance No. 13-22) <a href="https://www.ci.richmond.ca.us/DocumentCenter/View/57404/Ordinance-13-22-NS?bidId=">https://www.ci.richmond.ca.us/DocumentCenter/View/57404/Ordinance-13-22-NS?bidId=</a></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>
<p>Additional COVID-19 related resources and information is accessible on the City of Richmond’s website.</p>	<p>Access additional resources and information about City Services and Richmond COVID-19 resources at <a href="http://www.ci.richmond.ca.us/3914/Richmond-Coronavirus-Info">www.ci.richmond.ca.us/3914/Richmond-Coronavirus-Info</a></p> <p>Access the California State’s Rental Assistance Program at <a href="http://housingiskey.com">housingiskey.com</a></p>
<p>More information about the current Shelter In Place order is accessible on the Contra Costa County website.</p>	<p>For more information about COVID-19 and the County’s response, please visit <a href="https://www.coronavirus.cchealth.org/">https://www.coronavirus.cchealth.org/</a></p>
<p>Additional resources to address food, shelter, health, and other emergency needs are accessible through the Contra Costa County Crisis Center (211).</p>	<p>The 211 online database hosts a comprehensive, up-to-date, and free-of-charge database of local health and social services: <a href="https://cccc.myresourcedirectory.com/">https://cccc.myresourcedirectory.com/</a></p> <p>Or dial 2-1-1 for assistance.</p>

**FREQUENTLY ASKED QUESTIONS**

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**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.

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>