



# COVID-19 Eviction Protections

Rent due from March 2020 to January 2021

Rent due from March 2020 to August 2020

Rent due from September 2020 to January 2021

Tenant does not pay

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Tenant served with 15 day notice with tenant's rights information on how to claim a COVID-19 hardship along with a blank declaration form for the tenant to complete

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If tenant returns declaration (and documentation, if high-income tenant)

If tenant does not return declaration (and documentation if high-income tenant) landlord can proceed with filing the unlawful detainer on or after October 5, 2020. Eviction judgments are subject to protective "masking" even if the tenant loses in court.

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Landlord can never evict tenant for nonpayment of March to August rent

Tenant cannot be evicted if they pay 25% of the rental payment due for the month by January 31, 2021. Remainder can be collected in a breach of contract action on or after March 1, 2021.

If tenant does not pay, landlord can proceed with filing the unlawful detainer on or after February 1, 2021

Rent for March to August can be collected in a breach of contract action on or after March 1, 2021

Tenant does not pay rent for the next month

- If, as of September 1st, the tenant has any unpaid rental payments that came due between March 1, 2020 and August 31, 2020, the landlord must send the tenant an informational notice regarding the new law by September 30th.
- If the tenant was served with a 15-day notice to perform covenants or quit demanding an amount other than rent that came due during the covered time period, the landlord must serve a final 3-day notice to quit for breach of covenants before filing an unlawful detainer action.
- Until February 1, 2021, no tenant can be evicted unless for the following reasons:
  - ⇒ The tenant was holding over after lawful termination prior to March 1, 2020
  - ⇒ If for non-payment, the tenant failed to comply with declaration procedure (can still claim mistake, inadvertence, etc.)
  - ⇒ The landlord has an "at-fault" reason specified in AB 1482 (e.g., breach of the lease, nuisance, refusal to provide access)
  - ⇒ The landlord has a "no-fault" reason specified in AB 1482, except that terminations based on intent to substantially remodel are not permitted unless necessary to comply with health and safety laws.

