

TENANT RELIEF ACT OF 2020

On September 1, 2020, California's government created the Tenant Relief Act of 2020 as part of the widely publicized "AB 3088". It essentially protects tenants from eviction for nonpayment of any money between 3/1/20 and 1/31/21. It does not stop other kinds of evictions unless they are an attempt to circumvent these protections. It postpones filing a new eviction or default to 10/5/20.

By September 30, 2020, your landlord must give you a special Announcement informing you of this new law, and your general rights. If you receive a new Unlawful Detainer complaint before October 5, 2020, such as with a cover letter, contact us immediately.

Money due March to September, 2020 is now to be handled by Small Claims Court, not eviction. Money due for September through January, 2021 only requires a 25% lump sum payment by January 31, 2021, not before, which avoids eviction, as well. If the amount demanded also includes pre-COVID money, it is wrapped up in this process as well. All you need to do is follow the plan.

For each of these time periods, there is a special Notice to pay the money within 21 days [15 business days], NOT the normal 3-day notice. That Notice is accompanied by a blank Declaration. The Declaration is for you to sign and return to the landlord by means described [mail, email, fax, etc] before that Notice expires. If there are two notices, one for rent up to August and one for after August, you sign and return both declarations.

The Declaration says that you are "unable" to pay the rent due to the COVID impact on you, due to decreased income, having to care for someone, or increased expenses. If you have some money, also needed for food, utilities, gas, insurance, medications, etc., you are "unable" if paying the rent would sacrifice these other necessities. All you are really doing is postponing payment and avoiding eviction. The law says that you still owe the money, but Civil Code 1511 "excuses" your nonpayment entirely.

No proof is required unless you are a "high income" tenant [130% above average]; a letter from your employer is sufficient. You don't need to make any payment with that declaration, nor provide any information to show you are unable. If your finances were negatively affected directly or indirectly, that seems to be enough. The landlord CAN require a new Declaration from you for each month. Even if you forgot to submit your Declaration, you can do that if an eviction case starts when you file your first papers, and the judge will dismiss the case. If you forgot to pay the 25%, the judge can also let you pay that and then dismiss the case. If you do these things, you are not in "default" for not paying.

An eviction case for nonpayment of any money which was filed before 9/1/20 must now be dismissed. New Code of Civil Procedure §1179.03(a)(1), which says "A notice which does not meet the requirements of this section, regardless of when the notice was issued, shall not be sufficient to establish a cause of action for unlawful detainer or a basis for default judgment." The Announcement, special Notices, Declaration, special filing forms and other technicalities of this new law have to be satisfied for all of those cases.

The local COVID eviction ordinances are mostly overcome by this new law, where changes made extending the time to pay are altered, and later repayment deadlines are advanced to March, 2021.

Anticipating landlord dirty tricks, the law specially protects the tenant by amending Civil Code §1942.5(d) to include as "retaliation" a landlord's non-payment eviction case to punish the tenant for invoking these rights, such as a fake reason for eviction. It also supersedes any agreement after 9/1/20 for repayment. Attempted lockouts [changing locks, cutting utilities, removing property, etc] are additionally punished by the landlord owing another \$1000-\$2500 to the tenant in addition to the money already due for the lockout effect.

This is a simple description, omitting many details, simply to explain the basic function. Please set up a consultation to discuss how your particular circumstances apply. Please share this with your friends, relatives and neighbors and visit caltenantlaw.com for further valuable information.