



Monthly Newsletter

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New law extends through June 30, 2021 the California moratorium on evicting residential tenants for nonpayment of rent if the tenant has been impacted by Covid-19.

California extends eviction moratorium through June 30 and requires Landlords to serve informational notices to people who owe past due rent since September.

On January 29, California passed new legislation that, among other things, requires landlords to serve an informational notice to anyone who owes past due rent for a residential property if that rent came due from March 1, 2020 through February 1, 2021. Failure to serve the notice results in limits on how the rent may be collected in the future, such as an inability for a landlord to evict based on a tenant’s failure to pay the debt.

The new law also extends through June 30, 2021 the California moratorium on evicting residential tenants for nonpayment of rent if the tenant has been impacted by Covid-19. That said, it’s hard to imagine anyone who has not been impacted in some way by Covid-19 and so that requirement is mostly pointless.

In addition, the new law extends until July the requirement that a residential tenancy may only be terminated by a landlord for “just cause” as defined by the legislature. The legislative definition of “just cause” is taken from the Tenant Protection Act (aka AB 1482) that took effect on January 1, 2020 plus it further excludes an owner’s intent to perform a “substantial remodel” unless that remodel is required because of a government order to make the property habitable.

In a token offering to landlords, the new law allows them to receive 80 cents on the dollar from the government for past due rent if the landlord waives their right to evict for failure to pay that debt. There are income qualifications that the tenants must meet to be eligible for this, limited available funds, and the logistics of how exactly this will work is still very uncertain. At present, it is unlikely that we will be recommending to any of our clients that they pursue these government funds because it comes with too many strings attached.

All these new legal requirements for being a landlord in California sets up a minefield for anyone who is dealing with a difficult tenant. If you have a difficult tenant then your options are very limited. Our best advice right now is to be very careful in choosing new tenants and deny an application from anyone who might create problems in the future.

Summary of “just cause” to terminate a tenancy.

At present, the only “just cause” that a landlord may use to terminate a residential tenancy when the tenant is not at-fault are the following:

- To allow the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents to occupy the Premises;
- To allow the owner to withdraw the Premises from the rental market;
- To demolish or substantially remodel the Premises when required to do so by government order; and/or
- To allow the owner to sell the Premises and the owner has entered into a contract with a buyer who is a natural person(s) who intends to reside in the Premises.

Back in the before time, in the long long ago, a month-to-month tenancy could be terminated by either landlord or tenant with 30 days notice. Now, notice needs to be 30 or 60 or 90 days, depending on the circumstances.

For properties subject to the Tenant Protection Act (TPA), the property owner also owes the tenant relocation assistance, equal to one month of free rent. For properties not subject to the TPA, the property owner does not owe relocation assistance.

When a tenant is at-fault for the end of the tenancy then there are other requirements and procedures that a landlord must follow to make sure to give the tenant adequate prior notice of the problem and an opportunity to correct.

30 or 60 or 90 day notice, which is appropriate?

With all the recent changes to landlord/tenant law in California it is sometimes confusing to know whether a notice needs to be for 30 or 60 or 90 days. Back in the before time, in the long long ago, a month-to-month tenancy could be terminated by either landlord or tenant with 30 days notice.

Sometime around 20 years ago, the legislature changed the law to require that landlords in California must give at least 60 days notice to tenants who have been occupants for more than 12 months. However, tenants can still give 30 days notice to leave if they have a month-to-month tenancy. At the same time as implementing this, the legislature also imposed a 90 day notice requirement for a landlord to terminate the tenancy of a Section 8 tenant.

The Tenant Protection Act of 2019 imposes rent control on many properties in California but for those properties that are exempt it requires that landlords must give at least 90 days notice to increase rent by more than 10 percent. It does not change the prior rules regarding 30 and 60 day notice discussed above. Also, as of January 1, 2020 Landlords must accept Section 8 tenants and the 90 day notice requirement still applies in those circumstances.

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If any of this is too confusing, just give 90 days notice and hope that you’re not stepping on some other landmine besides the notice time requirement.