

# FAQ for Landlords

## COVID-19 Tenant Relief Act of 2020



California passed the COVID-19 Tenant Relief Act of 2020 to protect tenants who were impacted by COVID-19 from eviction. These frequently asked questions are to help both landlords and tenants navigate this new law.

**1. Can a landlord evict a tenant for failure to pay rent that came due between March 1, 2020 and August 31, 2020?**

A tenant can never be evicted for failure to pay rent between March 1, 2020 and August 31, 2020 if the tenant timely submits a Declaration of COVID-19-related financial distress to the landlord.

**2. Can a landlord evict a tenant for failure to pay rent that comes due between September 1, 2020 and January 31, 2021?**

A tenant can never be evicted for failure to pay rent between September 1, 2020 and January 31, 2021 if the tenant timely submits Declarations to the landlord AND pays a total of **25%** of the rent due for the entire 5-month period by January 31, 2021.

Under Sonoma County's eviction moratorium, impacted Sonoma County tenants have until **April 30, 2021** to repay this back rent.

**3. What mandatory notice must landlords give tenants who are protected under the new law by September 30, 2020?**

On or before September 30, 2020, a landlord must provide a "Notice from the State of California" about the Tenant Relief Act of 2020 to a tenant who, as of September 1, 2020, has not paid rent that came due between March 1, 2020 and August 31, 2020.

A landlord may not serve an eviction notice to pay or get out for the period between March 1, 2020 and January 31, 2021 before the landlord has provided this "Notice from the State of California."

**4. What are the notice requirements for a landlord demanding payment of rent that came due between March 1, 2020 and January 31, 2021?**

In addition to the "Notice from the State of California" regarding the tenant's rights under the new law, a landlord must serve the tenant with a 15-business-day termination notice and an unsigned copy of a Declaration of COVID-19-related financial distress.

The 15-business-day termination notice for failure to pay rent during the March 1, 2020 – August 31, 2020 period is different from the 15-business-day termination notice for the September 1, 2020 – January 31, 2021 period. **If a tenant owes rent for both time periods, the landlord must serve two separate notices.**

The landlord must provide the unsigned copy of the Declaration to the tenant in the language in which the rental agreement was negotiated.

**A tenant cannot be evicted if the landlord fails to provide proper notice or fails to provide a copy of the Declaration form with the notice, regardless of when the notice was issued.**

**5. Does a tenant still owe the unpaid rent?**

**Yes.** The tenant is still responsible for paying back the rent. The landlord can sue the tenant to recover this money in small claims court after **March 1, 2021**.

**6. What if a tenant cannot pay any rent for September 1, 2020 – January 31, 2021 in time?**

Even if a tenant cannot pay anything, **February 1, 2021** is the earliest date an eviction court case for failure to pay rent can be filed against a tenant, as long as the tenant gives the signed Declarations to the landlord each month.

**7. Do tenants need to provide proof of COVID-related hardship?**

**For most renters, landlords cannot require any proof of how a tenant suffered lost income or increased costs due to COVID-19. The signed Declaration is enough.**

If the tenant is “**high-income**” and the landlord has proof of that before serving the 15-day notice, the landlord can ask for documentation of economic impacts. This is done by serving a notice that includes the “high-income” language required by the new law.

A landlord cannot demand proof of income or try to obtain confidential financial records.

**8. What types of properties are covered by the Tenant Relief Act?**

All residential rental units, mobile home parks, and mobile home park spaces or lots.

**9. What about evictions based on something other than failure to pay rent?**

**ALL tenants are covered by just cause protections until February 1, 2021.** A landlord cannot evict a tenant without stating an allowable reason, like violating the lease or engaging in criminal activity on the premises. These protections do **NOT** require a Declaration of COVID-19-related financial distress or any other action for renters to be protected.

It is illegal for a landlord to bring a different kind of eviction case in order to retaliate against a tenant for not paying rent due to COVID-19.

**10. Are there new penalties for landlords who engage in extreme harassing behavior?**

**Yes.** Landlords face increased penalties if they illegally lock out tenants, shut off utilities like hot water, or engage in other extreme harassing behavior.

***If you need additional information, please contact  
Legal Aid of Sonoma County’s Housing Hotline: 707-843-4432 or  
visit our website at <https://legalaidsc.org/programs/home/>***

