



March 30, 2020

COVID-19: California City and County Moratoriums on Residential Tenant Evictions

On March 25, 2020, California Gov. Gavin Newsom issued an executive order permitting local governments to impose eviction protections for residential and commercial tenants whom are unable to pay their rent because of COVID-19 or loss of income as a result of the outbreak. Gov. Newsom's order also prohibited landlords from evicting a tenant and then charging a new tenant a rent higher than could have been legally charged to the evicted tenant.

On March 27, 2020, Gov. Newsom went one step further and issued an [executive order](#) banning the enforcement of eviction orders for residential tenants affected by COVID-19 **through May 31, 2020**. The order prohibits landlords from evicting residential tenants for nonpayment of rent and prohibits enforcement of evictions by law enforcement or courts.

Gov. Newsom's March 27, 2020, Order Is Only Applicable If:

1. Prior to March 27, 2020, the tenant paid rent to the landlord pursuant to the lease agreement.
2. The tenant notified the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed seven days, that the tenant needs to delay all or some payment of the rent because of an inability to pay the full amount due to reasons related to COVID-19, including but not limited to the following:
 - i. The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household member who was sick with a suspected or confirmed case of COVID-19;
 - ii. The tenant experienced a layoff, loss of hours or other income reduction resulting from COVID-19, the state of emergency or related government response; or
 - iii. The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.
3. The tenant must retain verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills or signed letters or statements from an employer or supervisor, explaining the tenant's changed financial circumstances to support the tenant's assertion of an inability to pay. The tenant is not required to submit the documentation to the landlord in advance of the due date, but will only be required to provide the landlord with documentation of his/her inability to pay no later than the time of payment of back rent owed.

Tenants are not protected under Gov. Newsom's order if they do not abide by the above requirements and are currently only protected until May 31, 2020, unless a local ordinance specifies otherwise. Local governments may also impose their own requirements that all landlords must follow in addition to Gov. Newsom's order.

What Happens If Landlords Attempt to Evict a Tenant?

Tenants facing eviction have an affirmative defense if the proposed eviction is for nonpayment of rent and the tenant’s inability to pay rent results from circumstances related to the COVID-19 emergency. Tenants or their attorneys can raise the existence of the March 27 executive order or local agency moratorium as a defense in any action, including unlawful detainer, for nonpayment of rent due to the COVID-19 pandemic. Tenants or their attorneys must provide documentation to the landlord as part of their defense.

What Happens if a Tenant Does Not Pay Back Rent Owed After May 31, 2020?

Tenants who fail to pay back rent owed after May 31, 2020, are no longer protected by Gov. Newsom’s order. Unless Gov. Newsom’s order is extended, or a local ordinance specifies otherwise, a landlord is permitted to evict the tenant. Tenants are obligated to repay full rent in “a timely manner.” Local ordinances define “a timely manner” differently. For example, Los Angeles County specifies that tenants shall have six months following the termination of the Los Angeles County executive order to pay the landlord any amounts due.

Local Governments Impose Separate Ordinances:

Several local governments have separately imposed eviction protections for tenants for different periods of time. Landlords must abide by any ordinances and restrictions imposed by Gov. Newsom and the local governments of their areas. Upon review of several local ordinances in California, it does not appear any local ordinance explicitly will continue past May 31, 2020. It is worth noting, however, that several local ordinances specify they will continue indefinitely until a new ordinance supersedes it.

In Los Angeles, for example, Mayor Garcetti issued a temporary moratorium on evictions for nonpayment of rent for tenants who are unable to pay rent due to circumstances related to the COVID-19 pandemic, such as:

1. Loss of income due to workplace closure or reduced hours due to COVID-19;
2. Loss of income or child care expenditures due to school closures;
3. Health care expenditures stemming from COVID-19 infection of the tenant or a member of the tenant’s household who is ill with COVID-19; and
4. Reasonable expenditures stemming from government-ordered emergency measures.

Local Governments That Have Adopted COVID-19 Eviction Restrictions:

Alameda (City)	Los Angeles (County)	San Jose
Alameda (County)	Marin (County)	San Leandro
Anaheim	Moorpark	San Luis Obispo (County)
Baldwin Park	Monterey (County)	San Mateo (County)
Benicia	Nevada City	Santa Ana
Berkeley	Nevada (County)	Santa Barbara (City)
Beverly Hills	Ojai	Santa Barbara (County)
Burbank	Oxnard	Santa Clara (County)
Camarillo	Palm Springs	Santa Cruz (County)
Chula Vista	Palo Alto	Santa Monica
Clearlake	Pasadena	Simi Valley

Culver City	Rancho Cucamonga	Sonoma (County)
Davis	Richmond	South Pasadena
Elk Grove	Sacramento (City)	Stockton
El Monte	Sacramento (County)	Thousand Oaks
Emeryville	San Bernardino (City)	Union City
Fresno (City)	San Diego (City)	Vallejo
Fresno (County)	San Diego (County)	Watsonville
Glendale	San Francisco	West Hollywood
Goleta	San Joaquin (County)	West Sacramento
Hayward	San Jose	Woodland
Inglewood	San Leandro	Yolo (County)
Los Angeles (City)	San Joaquin (County)	

Local Governments That Have Considered Adopting COVID-19 Eviction Restrictions:

Aliso Viejo	Mono	San Carlos
Arcata	Oakland	San Mateo (City)
Citrus Heights	Rancho Cordova	Santa Cruz (City)
Eureka	Redwood City	Shasta (County)
Foster City	San Bernardino (County)	Sonoma (County)
Fullerton	San Carlos	South San Francisco
Grass Valley	San Mateo (City)	Ventura (County)
Humboldt (County)	Santa Cruz (City)	Walnut
Long Beach	Shasta (County)	

What to Do as a Landlord While Tenants Are Protected

It is clear that Gov. Newsom’s order and local government ordinances favor renters over landlords. Therefore, landlords should be patient and organized. As a landlord, it is recommended to:

1. Document and preserve a copy of all letters you sent to the tenant requesting rent;
2. Document and preserve a copy of all letters from the tenant notifying you of their inability to pay some or all of the rent due to the COVID-19 pandemic;
3. Do not take any action against a tenant until at least May 31, 2020, unless Gov. Newsom amends or rescinds his order;
4. After May 31, 2020, review your local government’s ordinances to confirm COVID-19 protections are lifted;
5. Send a letter to your tenant to request rent payment and any documentation he/she has that permitted he/she to

delay rent payment per COVID-19 exceptions;

6. Check your local government's ordinances to determine the time frame the tenant has to pay you back rent; and
7. File an unlawful detainer action if the tenant still refuses or cannot pay rent after the COVID-19 protections are lifted under both Gov. Newsom's order and your local government's ordinances.

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This document is intended to provide you with general information regarding moratoriums on residential tenant evictions in California during the coronavirus pandemic. The contents of this document are not intended to provide specific legal advice. If you have any questions about the contents of this document or if you need legal advice as to an issue, please contact the attorneys listed or your regular Brownstein Hyatt Farber Schreck, LLP attorney. This communication may be considered advertising in some jurisdictions.