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LEGAL AID SOCIETY OF SAN DIEGO'S GUIDE TO THE CITY OF SAN DIEGO NO-FAULT EVICTION MORATORIUM RELATED TO COVID-19: WHAT TENANTS AND LANDLORDS NEED TO KNOW

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Please be advised that due to the U.S. being in a state of emergency, government directives and orders, and associated enforcement procedures are rapidly changing. The contents of this document do not have the force and effect of law. This document is intended only to provide clarity for the public regarding existing requirements under the law or agency policies. This Fact Sheet is intended to provide accurate, general information regarding legal rights relating to housing in California. Yet because laws and legal procedures are subject to frequent change and differing interpretations, Legal Aid Society of San Diego, Inc. cannot ensure the information in this Fact Sheet is current nor be responsible for any use to which it is put. Do not rely on this information without consulting an attorney or the appropriate agency about your rights in your particular situation. Please do not hesitate to call us to obtain the most up to date information regarding your situation.

1. What is an “eviction moratorium”?

A “moratorium” is the temporary prohibition of an activity. On April 22, 2022, the City of San Diego has passed an eviction moratorium ordinance **limiting the type of allowable no-fault evictions**, which prevents a landlord from evicting an eligible tenant while the eviction moratorium is in effect. The requirements for qualifying as an eligible tenant are discussed below.

2. When is the “eviction moratorium” in effect?

The eviction moratorium is in effect as of May 22, 2022 until 60 days after the mayor lifts the local state of emergency or September 30, 2022, which ever occurs first. **Thus, the ordinance will at the latest expire on September 30, 2022 unless the Mayor lifts the local state of emergency before August 1, 2022.**

3. What is a no-fault eviction?

A so-called “no-fault eviction” is an eviction where a month-to-month tenant is evicted through no fault of their own. They paid their rent-on time. They followed the rules. However, the landlord has decided at the end of the tenant’s lease term that he no longer wishes to rent to that tenant.

Examples of no-fault evictions:

- Withdrawing the Residential structure from the rental market (Ellis Act Eviction)
- Correction of Violation (substantial remodel eviction)
- Evictions to need to comply with a government or court order
- Owner or Relative Occupancy
- No reason at all
 - For most tenancies less than two years in the City of San Diego Landlords do not need to provide any reason for a no-fault eviction

4. Does this ordinance provide protections for at-fault evictions?

This ordinance DOES NOT protect against at-fault evictions such as:

- nonpayment of rent,
 - Please refer to [City of San Diego Non-payment of rent FAQ](#) for more information on nonpayment of rent protections.
- breach of the lease,
- nuisance/waste,
- illegal use,
- refusal to provide landlord access to unit (after 24 hour written notice in advance); and
- refusal to renew the lease for a further term of like duration with similar provisions.

5. Who is an “eligible tenant” protected by an emergency eviction moratorium?

Eligible residential tenants are those residing in “rental units” which means a room or group of two or more rooms designed, intended, or used for human habitation, and includes apartments, condominiums, single-dwelling units, and hotel rooms that are not used solely for transient occupancies as set forth in California Civil Code section

1940(b).

- The eviction moratorium does not apply to occupants in hotel rooms or short-term rentals where they have occupied the same room/rental for less than 30 days.

6. Are all no-fault eviction moratoriums protected by the ordinance?

NO! Some types of no-fault evictions **are still allowed** under the eviction moratorium.

7. What types of no-fault evictions are still allowed?

A. Withdrawing the Residential structure from the rental market (Ellis Act Eviction)

What is a Withdrawing the Residential structure from the rental market eviction?

State law allows the landlords to go out of business and remove residential structure from the rental market.

- To evict a tenant to *withdrawal the Residential structure from the rental market* the landlord must do as follows:
 - Landlord must remove/withdraw all rental units in all buildings or structure on the parcel of land;

AND

- Must provide **at least 6 month written notice** to tenants of landlord's intent to withdraw **all rental units from the rental market.**
- Length of Notice
 - 6 month written notice

B. Correction of Violation (substantial remodel eviction)

What is a Correction of Violation eviction?

When landlord needs to make repairs that are significant enough that require a landlord to apply and have the **necessary permits** approved before serving an eviction notice. (required by San Diego Tenants Right to Know §98.0730(g))

- To evict a tenant for *Correction of Violation* the landlord must do as follows:
 - The landlord seeks to recover possession of the rental unit for repair or construction work necessary to comply with a **government or court order**;

AND

 - The order necessitates vacating the rental **unit concerning the safety or habitability of the rental unit or where continued occupancy severely threatens the immediate health and safety of the occupants**;
- Length of Notice
 - If the month-to-month tenant has been in the rental unit less than a year, the tenant is entitled to a **30-day**
 - If the month-to-month tenant has been in the rental unit more than a year, the tenant is entitled to a **60-day**

What is an owner or relative occupancy eviction?

When the owner or a specific family member wants to move into a property occupied by a month-to-month tenant.

- To evict a tenant to *withdrawal the Residential structure from the rental market* the landlord must do as follows:
 - The landlord, or the landlord's parent, grandparent, child or grandchild intend to occupy the rental unit as their primary residence;

AND

 - The landlord has provided the impacted tenant with at least 90 days prior written notice of the landlord's intent to occupy the rental unit.
- Length of Notice
 - 90 day written notice



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8. If the landlord needs to conduct repairs and offers to temporarily relocate me to make repairs, do I have to temporarily move?

Yes. If your landlord needs to make repairs and offers alternative housing at no additional cost to you, besides your monthly contract rent, failure to move out temporarily could lead to an at-fault eviction.

9. Does the eviction moratorium establish a rental assistance program?

NO! The eviction moratorium **DOES NOT** establish a rental assistance fund for tenant to apply for rental assistance.

**10. I live in a garage, rent a room, or live in an illegal rental unit.
Does this emergency eviction moratorium protect me?**

Yes. The emergency eviction moratorium applies to every residential tenant living in a rental unit regardless of the type of unit they live in or how long they have lived there (excluding hotel occupancy or short-term rentals of less than 30 days). If you need more detailed information, please call us at 877-LEGAL-AID (877-534-2524).

**11. What do I do if my landlord violates the emergency
eviction moratorium and tries to evict me?**

If this happens, please call us at 877-LEGAL-AID (877-534-2524).

If your landlord has served you with an eviction notice or initiated eviction proceedings against you, please contact us right away at 877-LEGAL-AID (877-534-2524).

12. I still have questions, who can I contact for assistance?

The Legal Aid Society is open during this pandemic and our intake specialists can speak with you Monday - Friday, 9:00 a.m. to 5:00 p.m.

Call us at: **877-LEGAL-AID (877-534-2524)**