



LEGAL AID SOCIETY OF SAN DIEGO'S GUIDE TO SAN DIEGO COUNTY, CITY, AND STATE EVICTION MORATORIUMS RELATED TO COVID-19: WHAT TENANTS AND LANDLORDS NEED TO KNOW

Amended on April 3, 2020

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 local governments have passed eviction moratorium?

Only the following local governments have passed eviction moratoriums:

- The City of San Diego;
- San Diego County- unincorporated areas ONLY;
- The City of Chula Vista;
- The City of Imperial Beach;
- The City of Oceanside;
- The City of San Marcos;
- Executive Order N-37-20 dated March 27, 2020 from Governor Newsom:
 - Governor's order is applicable statewide.



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

Eligible **residential and commercial tenants** include those whose income and ability to pay rent have been substantially affected by the COVID-19 pandemic. You may be protected by an emergency eviction moratorium if you have experienced any of the following (this is not an exhaustive list):

- Loss of employment due to COVID-19;
- Loss of employment due to diagnosis of COVID-19 or recommended quarantine;
- Loss or substantial reduction (30% or greater reduction in salary or hourly wages for City of San Diego) in employment due to a loss of childcare due to school closure;
- Loss of employment resulting from need to care for a family member suffering from COVID-19;
- Loss of income due to state/local requirement requiring those 65 and over to stay indoors;
- Compliance with an order from a government health authority to stay home, self-quarantine, or avoid congregation with others during the state of emergency;
- Compliance with other federal, state or local COVID-19 mandate precluding the tenant from earning their normal income;
- Incurred substantial medical costs related to COVID-19.

If your income or ability to pay rent has been affected by the COVID-19 pandemic, you must notify your landlord and provide documentation demonstrating the relationship between your inability to pay rent and COVID-19. **Failure to give timely notice waives the protections under the eviction moratorium.**

Please be aware that most of the emergency eviction moratoriums do not provide protection for *all* nonpayment of rent – the inability to pay rent must be related to or a result of the COVID-19 pandemic or any governmental response to the COVID-19 pandemic.



3. I lost income as a result of COVID-19. When and how do I inform my landlord that I am unable to pay my rent?

You must inform your landlord in writing that you are unable to pay the rent due to a COVID-19 related issue and provide supporting documentation.

FAILURE TO PROVIDE NOTICE OR DOCUMENTATION WITHIN THE REQUIRED DAYS WAIVES THE PROTECTIONS OF THE EVICTION MORATORIUM.

NOTICE MUST BE PROVIDED EACH MONTH YOU ARE NOT ABLE TO PAY RENT BECAUSE OF COVID-19.

- The City of San Diego
 - You must inform your landlord in writing **on or by the day your rent is due** that you are unable to pay the rent due to a COVID-19 related issue and provide supporting documentation **within seven (7) days** of providing notice.
- San Diego County- unincorporated areas ONLY
 - You must inform your landlord in writing **within seven (7) days of your rent being due** that you are unable to pay the rent due to a COVID-19 related issue and provide supporting documentation **within fourteen (14) days** of providing notice.
- Chula Vista
 - You must inform your landlord in writing that you are unable to pay the rent due to a COVID-19 related issue and provide supporting documentation **within thirty (30) days** of your rent being due
- Imperial Beach
 - You must inform your landlord in writing that you are unable to pay the rent due to a COVID-19 related issue and provide supporting documentation **within thirty (30) days** of your rent being due.



- Oceanside
 - You must inform your landlord in writing **prior to the rent due date** that you are unable to pay the rent due to a COVID-19 related issue and provide supporting documentation **within seven (7) days** of your rent being due.
- San Marcos
 - You must inform your landlord in writing that you are unable to pay the rent due to a COVID-19 related issue and provide supporting documentation **within thirty (30) days** of your rent being due.
- Executive Order N-37-20 dated March 27, 2020 from Governor Newsom provides as follows:
 - You must notify your landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed **seven (7) days**, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19.
 - Governor's executive order states "documentation must be provided to the landlord no later than the time upon payment of back due rent." This language is ambiguous, as the Executive Order does not specify a timeline for repayment of back due rent. Accordingly, we highly recommend providing the documentation as soon as possible, and no later than required by your local ordinance as outlined above.
 - It is our opinion that the Governor's executive seven (7) day notice requirement overrides more restrictive local notice requirements. However out of an abundance of caution, we advise that you provide your written notice no later than the notice required by your local ordinance as outlined above.



You may inform your landlord and provide documentation by writing a letter, sending an email, or sending a text message to your landlord or your landlord's representative.

However, for the County of San Diego Ordinance, your notice must be given in writing and delivered pursuant to the notice required under the terms of the lease, or if no lease, then the notice must be delivered personally, by mail, or by email to the landlord or the landlord's representative or agent, at the address where rent is customarily paid.

4. What kind of documentation do I need to provide my landlord to demonstrate that I cannot pay the rent as a result of COVID-19, and when do I need to provide it?

An eligible tenant, commercial and residential, must provide supporting documentation to show they cannot pay the amount of rent due because they were impacted by the COVID-19 pandemic. (See attached notice template for commercial and residential tenants.)

Start collecting this documentation early! You need to provide it to your landlord as soon as possible, and will need to provide additional documentation later on if you need more time to pay your rent.

The deadlines vary depending on where you live:

City of Chula Vista - Within 30 days of the date rent was due.

City of Imperial Beach - Within 30 days of the date rent was due.

City of Oceanside - Within 7 days of the date rent was due.

City of San Diego - Within 7 days of the date rent was due.

City of San Marcos - Within 30 days of the date rent was due.

If you live in any other city in San Diego County, or in an unincorporated



area of San Diego County - Within 14 days of the date rent was due.

Executive Order N-37-20 dated March 27, 2020 from Governor Newsom states “documentation must be provided to the landlord no later than the time upon payment of back due rent.” This language is ambiguous, as the Executive Order does not specify a timeline for repayment of back due rent. Accordingly, we highly recommend providing the documentation as soon as possible, and no later than required by your local ordinance as outlined above.

Acceptable documentation may include, but is not limited to:

- Letter or note from your job stating that you have been laid off, that your hours have been reduced, or that your place of business is closed due to COVID-19;
- Letter or text message from your child’s school/pre-school/daycare regarding closures;
- Text message or email from your employer asking you not to come to work;
- Photo showing your place of employment is closed due to COVID-19;
- Screenshots from Uber, Lyft, Instacart, DoorDash, etc. applications showing that you have experienced reduced income;
- Pay stubs or copies of paychecks for a few months showing that your income has been reduced;
- Medical documentation related to COVID-19;
- Receipts for medical costs related to COVID-19;
- A signed declaration under penalty of perjury certifying the reason why you have experienced a reduced income or difficulty paying your rent as a result of COVID-19 or the governmental response to COVID-19.

The law requires that any medical or financial information provided to a landlord must be kept confidential and only used for the sole purpose of evaluating the tenant’s claim for eligibility under the emergency eviction moratorium.



5. If I am an eligible tenant, do I still have to pay my rent?

Yes. An emergency eviction moratorium does not relieve you of your responsibility to pay rent. If you are able to pay some portion of your rent, you must pay whatever amount you can (this amount will not be considered a “delayed payment”).

The amount of time you have to pay back rent depends on where you live:

City of Chula Vista - The City Council declared a Local Emergency on March 13, 2020. Once the City Council of Chula Vista determines there is no longer a Local Emergency and terminates the Emergency Ordinance, the tenant has **up to six months** to repay back rent.

City of Imperial Beach - The Imperial Beach resolution does not specify the amount of time for repayment of rent. The resolution will remain in effect until either the declared local emergency has ended, state law specially addressing evictions during the COVID-19 pandemic becomes effective that preempts the resolution, or May 31, 2020, whichever occurs soonest. Accordingly, eligible tenants have until the earliest of the foregoing dates to pay their landlords all unpaid rent.

City of Oceanside - The Oceanside ordinance does not specify the amount of time for repayment of rent. The ordinance will remain in effect until May 31, 2020, unless extended by City Council. Accordingly, eligible tenants have until **May 31, 2020** to pay their landlords all unpaid rent.

City of San Diego - Eligible tenants have **up to six months** from the date the Ordinance is effective (March 25, 2020) or the date of the withdrawal of Governor Newsom’s Executive Order N-28-20, whichever occurs soonest, to pay their landlords all unpaid rent.

City of San Marcos - The San Marcos ordinance does not specify the amount of time for repayment of rent. The ordinance will remain in effect until May 31, 2020, unless extended by City Council. Accordingly,



eligible tenants have until **May 31, 2020** to pay their landlords all unpaid rent.

If you live in any other city in San Diego County than those listed above, or in an unincorporated area of San Diego County - On June 1, 2020 an eligible tenant has **three months (until September 1, 2020)** to repay the rent owed before the landlord may recover possession of the premises due to missed rent payments. If the tenant remains unable to pay rent due to COVID-19, the tenant may provide the landlord with another notice and documentation pursuant to extend payment date by **one additional month**.

6. If I am protected by the eviction moratorium, may my landlord charge me late fees or interest?

Whether your landlord can still charge you late fees/interest depends on where you live:

City of Chula Vista **does not** allow your landlord to charge you late fees for rental payments that fall within the terms of the respective ordinance.

City of Imperial Beach's resolution does not specify whether or not your landlord may charge you late fees for rental payments that fall within the terms of the resolution. Accordingly, it is possibly you may be responsible for charging late fees **only** if provided for by your written rental agreement.

City of Oceanside **does** allow your landlord to charge you late fees, **only** if provided for by your written rental agreement, for rental payments that fall within the terms of the ordinance.

City of San Diego **does not** allow your landlord to charge you late fees for rental payments that fall within the terms of the respective ordinances.

City of San Marcos **does** allow your landlord to recover any late fees imposed by an underlying rental agreement.



San Diego County (unincorporated areas) **does not** allow your landlord to charge you late fees for rental payments that fall within the terms of the respective ordinances.

Executive Order N-37-20 dated March 27, 2020 from Governor Newsom is silent on the issue of late fees. Since the Executive Order N-37-20 does not explicitly prevent the charge of late fees, your landlord may most likely be able to collect late fees **only** if provided for by your written rental agreement.

7. I received a “no-fault eviction” notice from my landlord, am I protected by this emergency eviction moratorium?

A so-called “no-fault eviction” is an eviction where the 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.

As of January 1, 2020, a new state-wide, AB 1482, went into effect providing tenant protections for “no-fault evictions.” Please call us or contact an attorney if you have further questions about how AB1482 may apply to you.

If you live in the city of Chula Vista, you may be protected in the event of a no-fault eviction notice if:

- The no-fault eviction notice was served or filed on or after March 4, 2020; *and*
- The no-fault eviction is not necessary for the health and safety of tenants, neighbors, or the landlord.

No-fault evictions are not protected by the emergency ordinances of the City of San Diego, the City of San Marcos, the City of Imperial Beach, the City of Oceanside, the unincorporated areas of the County of San Diego, nor Governor Newsom’s Executive Order.



8. What relief is available for landlords who cannot pay their mortgage?

On March 16, 2020, Governor Newsom signed Executive Order N-28-20 directing mortgage lenders to implement an immediate moratorium on foreclosures due to a borrower's inability to pay as a result of the COVID-19 pandemic. This moratorium will last until May 31, 2020. If you find yourself unable to pay your mortgage due to COVID-19, immediately contact your servicer. Your servicer will likely be unaware of Governor Newsom's Executive Order. Immediately fax or email the Order to them highlighting paragraph 5 of the Order. Make sure you retain any documentation showing your inability to pay due to COVID-19. The ongoing pandemic is fluid and changes every day. Governor Newsom may issue additional Executive Orders to provide further clarification.

At the same time, the Governor announced that the following banks have agreed to defer mortgage payments for 90 days for those impacted by COVID-19:

- Citigroup;
- JP Morgan Chase;
- US Bank;
- Wells Fargo; *and*
- Over 200 state chartered banks and credit unions.
- These banks have also agreed to waive and reverse any late fees as well as other fees including early CD withdrawal fees.

There are to be no new foreclosure sales or evictions at least through May 31, 2020.

There are also no credit score changes for accessing this relief.



- 9. 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 in regardless of the type of unit they live in or how long they have lived there. If you need more detailed information, please call us at 877-LEGAL-AID (877-534-2524).

- 10. 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).

- 11. 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)**

NOTICE OF INABILITY TO PAY RENT DUE TO COVID- 19

(DATE)

(ADDRESS OF LANDLORD OR LANDLORD'S AGENT)

Dear _____,
(LANDLORD OR LANDLORD'S AGENT)

I, as detailed herein, am providing you timely notice of my inability to make my regular monthly rental payment due to financial impacts related to COVID-19, for the property commonly referred to as:

(YOUR ADDRESS)

Specifically, I am unable to make my monthly rental payment because I have experienced (i) a substantial decrease in household or business income (including but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand,) or substantial out-of-pocket medical expenses; and (ii) the decrease in household or business income or the out-of-pocket medical expenses described above was caused by the COVID-19 pandemic, or by a local, state, or federal government response to COVID-19.

Within____ days of providing you notice of my inability to make my regular monthly rental payment, I will provide you with documentation or other objectively verifiable information that, due to financial impacts related to COVID-19, I am unable to pay my regular monthly rent. This documentation may include, but is not limited to, letters from my employer, financial statements, business records, physician's letter, bills, and/or a combination thereof. I understand this does not discharge my duty to pay rent per our rental agreement.

Thank you,

TENANT'S NAME (ALL TENANTS OVER 18 YRS. OLD)

TENANT'S SIGNATURE (ALL TENANTS OVER 18 YRS. OLD)