

**LEGAL AID SOCIETY OF SAN DIEGO'S GUIDE TO THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN DIEGO RESIDENTIAL EVICTION BAN AND RENT
INCREASE CAP: WHAT TENANTS AND LANDLORDS NEED TO KNOW**

Amended on May 14, 2021

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 or effect of law. This Fact Sheet 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. Because laws and legal procedures are subject to frequent change and differing interpretations, Legal Aid Society of San Diego, Inc. can neither ensure the information in this Fact Sheet is current nor be responsible for any use to which it is put. The information herein is not legal advice; therefore, you should 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 the San Diego County Eviction ban?

On May 4, 2021, the Board of Supervisors passed an ordinance prohibiting residential evictions without just cause, effectively halting evictions other than those that threaten the “imminent health and safety” of occupants or other tenants. The ordinance is applicable to all eviction cases in San Diego County (incorporated and unincorporated), except eviction cases based on inability to pay rent from March 2020 to June 30, 2021, because those cases are governed by SB 91.

Specifically, the Eviction Ban provides that:

- In absence of just cause, no landlord may terminate a residential tenancy;
- To establish just cause, it requires a showing that the tenant poses an “**imminent health or safety threat**”;
 - “**Imminent health or safety threat**” is a hazard to the health or safety of other tenants or occupants of the same property, taking into account:
 - (1) the risk of potential spread of coronavirus caused by the eviction, in case of a Local Emergency due to COVID-19,

(2) any public health or safety risk caused by the eviction, and
(3) all other remedies available to the landlord and other occupants of the property, against the nature and degree of health and safety risk posed by the tenant's activity.

- **Examples of other remedies:** restraining orders, offering to relocate tenants during repairs to the unit,

- **An imminent health or safety threat cannot be the Resident's COVID-19 illness or exposure to COVID-19, whether actual or suspected.**

2. What types of evictions can still occur under the "imminent health or safety threat" standard?

- **"Imminent health or safety threat" is a very fact-specific inquiry.**
 - The Eviction Ban does not list the types of evictions that can still occur;
 - The Eviction Ban requires landlords to establish "just cause" by specifically alleging facts showing there is "**imminent health or safety threat**" to other tenants or occupants of the same property;
 - The court must also factor in the potential risk of the spread of COVID-19 if tenant is displaced **and other remedies available to the landlord.**
- **Some nonpayment of rent cases can still occur, but may be governed by SB 91.**
 - The Eviction Ban ***does not*** protect tenants from nonpayment of rent cases if they are based on rent owed from March 01, 2020 to June 30, 2021.
 - However, these types of evictions are still governed by **SB 91**. Please refer to our SB 91 FAQ regarding protections against eviction based on nonpayment of rent.
 - The Eviction Ban ***does*** protect tenants from nonpayment of rent cases if they are based on rent owed from July 1, 2021 through 60 days after the local emergency ends (which is predicted to be August 14, 2021).
- Types of evictions that **could** occur under the "**imminent health or safety threat**":
 - Nuisance
 - Anything which is injurious to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property
 - Waste
 - substantially or permanently diminished the market value of the property as a whole.

- Some damage to the property, without evidence of its impact on market value, *is not enough*.
 - Criminal activity on the property
 - Using Unit for unlawful purpose
- The landlord must still allege facts demonstrating a “imminent health or safety threat.”***

3. When does the Eviction Ban take effect?

The Eviction Ban takes effect thirty (30) days after it was passed by the Board of supervisors, which will be **June 03, 2021**. The Eviction Ban remains in effect until sixty (60) days after the Governor lifts all COVID-19 related stay-at-home and work-at-home orders. At this time, it is expected that the Governor will lift the stay orders on June 15, 2021; and if that happens, the Eviction Ban will expire at the end of the day on August 14, 2021.

4. Does the Eviction Ban impose new notice requirements on termination notices served by landlords?

Yes. The Eviction Ban imposes new requirements for all notices purporting to terminate a tenancy, other than notices for the nonpayment of rent.

- The Eviction Ban states that any notice terminating a residential tenancy (other than nonpayment of rent) served on a tenant during the local emergency and for sixty (60) days afterward, in addition to complying with any other applicable notice requirement under local, state or federal law, must contain the following language in bold underlined 12-point font:
 - “The Emergency Eviction Moratorium is currently in effect. Other than for failure to pay rent or an imminent health or safety threat, evictions are restricted during the Local Emergency declared by the County of San Diego]. Tenants who are being evicted for failure to pay rent may have additional protections under California law. You may contact Legal Aid Society of San Diego (1-877-534- 2524) or the Legal Referral and Information Service of the San Diego County Bar Association at 619-231-8585 or 800-464-1529. For additional information and referrals or visit <https://www.lassd.org>.”
- This means that any notice (other than nonpayment of rent) that a landlord

served between February 14, 2020 and 60 days after the local emergency ends (which is predicted to be August 14, 2021), must contain the above language in order to be valid, even if there is an imminent health or safety threat.

- Additionally, the reason for termination amounting to just cause, or a different basis for eviction authorized under this ordinance, must be specifically stated in the notice to terminate, and **must set forth specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the reason for eviction.**
- Lastly, the notice must be written in all languages that the Landlord and/or the Landlord's agents normally use for verbal communications with the Tenant.

5. I have already been served a termination notice or I am in an active eviction case, does the Eviction Ban still protect me?

Yes. The Eviction Ban applies to any notice of termination of tenancy served or expiring during the Local Emergency (February 14, 2020), or within sixty (60) days afterward (predicted to be August 14, 2021). If the notice does not comply with the Eviction Ban requirements it shall be deemed invalid and insufficient to support an action in unlawful detainer during the Local Emergency or at any time afterward.

6. I have already had a judgment entered against me in an eviction case, does the Eviction Ban still protect me?

Yes. The Eviction Ban (once in effect) applies to all stages of an eviction, meaning from the issuance of a termination notice to the Sheriff executing a lockout.

Except in the case of an "imminent health or safety threat", no landlord may lawfully terminate a residential tenancy or do any of the following to a Tenant of a residential unit:

- Serve a notice of termination of tenancy;
- File or serve an unlawful detainer lawsuit, ejectment action, or other action to recover possession of a residential unit;
- Evict a Tenant or require a Tenant to vacate a residential unit, including by seeking the entry of an eviction judgment or by causing or permitting a writ of possession to be executed, including in the case of judgments entered prior to the date of this ordinance; or
 - **This will help stop any lockout scheduled on or after June 3, 2021,**

unless there is an “imminent health or safety threat.”

- Take any other action in reliance on a notice of termination of tenancy that was served or expired during the Local Emergency or within 60 days afterward, or attempt to induce a tenant to vacate based on such a notice. Any notice of termination of tenancy served or expiring during the Local Emergency or within sixty (60) days afterward shall be deemed invalid and insufficient to support an action in unlawful detainer during the Local Emergency or at any time afterward, unless it complies with the requirements of the Eviction Ban; or
- Represent to a Tenant that the Tenant is required to move out of their unit by law.

7. Does the Eviction Ban protect against increases of rent?

Yes. The Eviction Ban also caps rent increases on Eligible Properties from June 3, 2021 to July 1, 2021. Rent cannot be increased any amount greater than the Consumer Price Index (CPI) for the previous year.

- "Change in CPI":
 - The percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the San Diego area, as published by the United States Bureau of Labor Statistics
 - [The current CPI is 4.1%.](#)
- Eligible Properties:
 - The Eviction Ban rent cap only applies to multi-family properties built before February 1, 1995.
- Ineligible Properties:
 - Single-Family homes;
 - Condos;
 - Properties built after, or had certificate of occupancy issued, after February 1, 1995; and
 - Vacant units where landlord is setting initial rent for new tenancy for a new tenant.

8. Does the Eviction Ban protect me from an eviction for nonpayment of rent?

Maybe.

- For rent owed from **March 1, 2020 to June 30, 2021**:
 - The Eviction Ban **does not protect** against nonpayment of rent owed during this period. However, eligible residential tenants are protected by SB 91 through June 30, 2021 for nonpayment of rent evictions. Please refer to the SB 91 FAQ on www.lassd.org regarding nonpayment of rent tenant protections.
- For rent owed from **July 1, 2021 to 60 days** after the local emergency ends (which is predicted to be August 14, 2021):
 - The Eviction Ban **does protect against not payment of rent owed during this period.**

9. If I live in a garage, live in a mobilehome, rent a room, or live in an illegal rental unit, does Eviction Ban protect me?

Yes. The Eviction Ban applies to every residential tenant 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. If I am undocumented, does Eviction Ban protect me?

Yes. Eviction Ban applies regardless of legal status for all residential tenants.

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

Legal Aid Society of San Diego is providing full services during this pandemic by **phone only** as our office are currently closed to the public, so please call our intake specialists Monday - Friday, 9:00 a.m. to 5:00 p.m to find out if we can help you.

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