

LEGAL AID SOCIETY OF SAN DIEGO'S GUIDE TO THE CITY OF SAN DIEGO NON-PAYMENT OF RENT EVICTION MORATORIUMS RELATED TO COVID-19: WHAT TENANTS AND LANDLORDS NEED TO KNOW

Updated on March 3, 2023

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.

This FAQ was developed as a component of the San Diego Housing Commission's Eviction Prevention Project ("EPP"). The EPP is funded in whole or in part with Community Development Block Grant (CDBG) Program funds provided by the U.S. Department of Housing and Urban Development (HUD) to the City of San Diego.

1. What is an "eviction moratorium"?

A "moratorium" is the temporary prohibition of an activity. On February 21, 2021, the [City of San Diego has passed an eviction moratorium ordinance](#), which prevents a landlord from evicting an eligible tenant while the eviction moratorium is in effect. However, statewide COVID-19 Tenant Protections (AB 3088, SB 91, AB 832, and AB 2179) prevented the ordinance from going into effect. The statewide preemptions on local governments will expire on June, 30 2022 unless extended by state law once more. The requirements for qualifying as an eligible tenant are discussed below.

2. When will the non-payment of rent eviction moratorium be in effect?

The Non-Payment of Eviction Moratorium will be in effect on July 1, 2022 until 60 days after City of San Diego the local state of emergency. The City Council lifted the local state of emergency on February 28, 2023. **Thus, the Non-Payment of Rent Eviction Moratorium will expire on April 29, 2023.**

3. Will the City of San Diego Non-Payment of Eviction Moratorium protect me against eviction for rent accrued and owed before July 1, 2022.

NO! Due to preemptions in state law, local governments are **NOT** allowed to provide additional protections for nonpayment of rent for rent that was owed and accrued before July 1, 2022.

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

Eligible **residential 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 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.

5. 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.

- You must inform your landlord in writing **on or within seven (7) days after your rent is due** that you are unable to pay the rent due to a COVID-19 related issue.
- Within **seven (7) days of providing notice** of not being able to pay due to COVID-19 financial impact, the landlord may request the tenant provide documentation to verify tenant is not able to pay rent due to COVID-19 financial impact.
 - **Tenant shall have fourteen (14) days from the date of the landlord's request to provide the documentation needed to verify tenant inability to pay rent due to COVID-19 financial impact.**

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. If you provide the notice in person, follow up in writing confirming when you provided the written notice in person. If mailed, sent via first class mail with tracking to have proof of mailing.

6. Does the landlord need to provide me a blank copy of the notice of my inability to pay the rent due to a COVID-19 financial impact?

NO! The landlord does not need to provide you a blank copy of notice of your inability to pay rent due to COVID-19 financial impact.

7. 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, **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 residential tenants at the end of this FAQ.)

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.

In the City of San Diego, you must provide documentation **within 7 days** of the date rent was due.

Examples of 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;

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.

8. What if you fail to provide timely notice of COVID-19 financial impact or the documents verifying COVID-19 financial impact?

You will still be protected if the tenant can demonstrate they were not able to timely comply because it was impossible due to hospitalization or other incapacity of the tenant.

9. Do I have to turn in a notice of COVID-19 financial impact every month I cannot pay my rent due to COVID-19 financial impact?

YES! You are required to turn in a notice COVID-19 financial impact, and supporting documentation if timely requested by the landlord, every month you are not able to pay rent due to COVID-19 financial impact.

10. Does the eviction moratorium require the landlord to include any specific language in a nonpayment of rent notice?

NO! The eviction moratorium does not require the landlord to include any language about the eviction moratorium in a nonpayment of rent notice.

11. 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”).

In the City of San Diego, eligible tenants have until **April 29, 2023** to pay their landlords all unpaid rent covered by the eviction moratorium.

12. 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.

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

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.

**14. 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 (excluding hotel occupancy or short-term rentals of less than 30 days) they have lived there. If you need more detailed information, please call us at 877-LEGAL-AID (877-534-2524).

15. 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).

16. 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 FINANCIAL IMPACT

(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.

If requested, in writing, within 7 days of providing you notice of my inability to make my regular monthly rental payment, I will provide you, within 14 days of your written request, 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)