



COVID-19 TENANT PROTECTIONS – LONG BEACH, CA

October 14, 2020

There are currently **three (3) COVID-19 tenant protections** in place that apply to residential tenants in the City of Long Beach:

1. The California state COVID tenant protection law (Assembly Bill or “AB” 3088);
 2. Los Angeles County’s emergency tenant protection order; and
 3. The federal Centers for Disease Control and Prevention Emergency Order.
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1. California COVID tenant protection law (“AB 3088”)

- All nonpayment eviction notices must now be 15-Day Notices to Pay Rent or Quit, instead of the usual 3-Day Notice, if they demand rent that came due between March 2020 and January 2021.
- Tenants must provide a Declaration of COVID-related Financial Distress to their landlord before the expiration of a 15-Day Notice. After they do this, their landlord cannot evict them for nonpayment before February 1, 2021. Tenants should fill out this form every month going forward.
- For any back rent that was due between March 1, 2020 and August 31, 2020, if the tenant provides a Declaration of COVID-related Financial Distress to their landlord, that rent debt becomes consumer debt and cannot be the basis for an eviction.
- On or before January 31, 2021, if a tenant pays 25% of the rent due for September 2020 through January 2021, the remaining 75% becomes consumer debt that cannot be the basis for eviction.
 - This 25% does not need to be paid monthly – it simply must be paid in full by January 31, 2021.
 - If a tenant does not make the 25% payment by Jan, 31, 2021, the tenant can be evicted for back rent owed for September - January rent, if this is allowed by local (city or county) laws.

2. L.A. County Emergency Tenant Protection Order

- “No-fault” evictions are completely banned, even with “just cause.” So, owners cannot evict for things like owner move-in, substantial remodel or unauthorized occupants or pets.
- Eviction for nuisance, unauthorized occupants, and/or pets is banned if the nuisance, occupant, or pet is necessitated by or related to the COVID emergency.
- Landlords may not harass or intimidate COVID-impacted tenants.

3. Federal CDC Emergency Order

- The CDC Order applies in cases other than nonpayment of rent, except that it specifically does *not* apply in cases of illegal activity, threats to public health and safety, or breaches of lease unrelated to rent.
- If a tenant wants to be protected by the CDC Order, they must deliver a detailed certification of their inability to pay rent due to COVID – regardless of whether their eviction is for nonpayment. The eviction may then be delayed until January 1, 2021.
- Violations of the CDC order have financial and civil penalties, but they cannot be enforced by individual tenants, only by the government.
- Most cases will fall under county and state tenant protection measures; tenants are advised to consult an attorney before pursuing CDC protections.

FOR SPECIFIC LEGAL ADVICE PLEASE CONTACT:

Legal Aid Foundation of Los Angeles

(800) 399-4529, Mon-Fri 9-12 A.M.

<http://lafla.org/>

OTHER QUESTIONS:

LiBRE - Long Beach Residents Empowered

(323) 439-5224

contact.lbre@gmail.com

<http://wearelbre.org/>

Declaration of COVID-19 Related Financial Distress
Compliant with Section 20 of the COVID-19 Tenant Relief Act of 2020, AB 3088
California Tenants ONLY

TO: Landlord Name: _____
Address: _____

FROM: Tenant Name(s): _____
Address: _____

Re: Rent for (*check one box only*)

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> March 2020 – August 2020 | <input type="checkbox"/> September 2020 | <input type="checkbox"/> October 2020 |
| <input type="checkbox"/> November 2020 | <input type="checkbox"/> December 2020 | <input type="checkbox"/> January 2021 |

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____ Tenant Signature: _____

Printed Name: _____

INSTRUCTIONS FOR USE

1. March through August 2020 Rent: If you did not pay rent for any month between March 2020 and August 2020 AND you have a COVID-19 related reason for not paying AND your landlord has not sent you a notice to pay or quit and/or a declaration that looks like the previous page, please read this declaration and if true for you, print it, mark the correct box for the months (one box only), date it, sign it and send it. See below for how to send. **Result:** The owner will not be able to evict you for these months. The owner can take you to small claims court to collect this rent debt.

2. September 2020 through January 2021 Rent: If you are unable to pay any months between September 2020 and January 2021, AND you have a COVID-19 related reason for not paying, for each and please read this declaration and if true, print it, mark the month (one box only), date it, sign it and send it. See below for sending instructions.

In order to stay out of eviction court for the months of September 2020 through January 2021, you also have to pay 25% of the rent for each of those months. You can pay it month by month or you can wait until January 30, 2021 to pay all 5 x 25% at once. **Result:** If, after consulting with a StayHousedLA attorney, you determine that you do not want to be in eviction court, pay the 25%. Tenants with severe bad conditions or living in illegal units should talk with a StayHousedLA County attorney before deciding whether to pay.

3. Landlord Sends You a Notice: If the owner sends you a notice to pay rent with a declaration, read it, if it is the same, date, sign and send it exactly as instructed in the notice. Note that sometimes owners change the address or the way to pay. Follow the instructions in the notice to pay rent or quit for where and how to send the rent or the declaration.

4. Follow these instructions even if you have sent a letter to your landlord each month that you have not paid.

5. How to send: Make a video of yourself doing these steps. Get a "proof of mailing" at the post office. Certified mail is not required. Email the video to yourself to avoid losing the evidence. Keep the copy of the declaration and your proof of mailing in a safe place. You could also mail a copy of your Declaration to yourself at your own address at the same time and keep the envelope when it comes – do not open it. Also Keep evidence of any partial payments that you make.

REASONING BEHIND THESE INSTRUCTIONS

1. Using the Declaration does two things:

- a. It provides a defense to an eviction case based on nonpayment of rent; and
- b. It converts your rent to "civil debt." This means that the landlord can file a small claims case for the unpaid rent. If a landlord gets a judgment for the unpaid rent in small claims court, the landlord can collect that judgment by garnishing your paycheck, levying your bank account.

2. Proof of financial distress. You are not required to provide proof of financial distress unless the landlord demands it AND your annual household income is more than: (a) \$100,000; and (b) at or above 130% of median income in your county.

3. However, a landlord who doubts the truth of your Declaration could still try to evict you. In that case, you would have to provide proof to a court. Be prepared in advance by gathering all relevant evidence related to your loss of income and inability to pay. Eg. letter of termination, proof of unemployment, receipts for increased expense. Do not send bank statements to your landlord but we might want you to have them for court.

4. Using this declaration satisfies any local requirements to notify your landlord. Send the declaration by your rent due date and no later than 7 days from your due date. If your local city requires that you also provide proof, provide it.

The above information does not substitute for direct legal advice for your specific situation. If you have received a Notice to Pay Rent or Quit or any other type of eviction notice, sign up for a workshop and/or get legal help at StayHousedla.org. **Los Angeles County:** <https://www.StayHousedLA.org>.

	CALIFORNIA LAW ("AB-3088")	LA COUNTY EMERGENCY ORDER	CDC ORDER
<u>Applicability</u>	<u>NONPAYMENT CASES</u>	<u>"NO FAULT" CASES</u> <u>NUISANCE,</u> <u>UNAUTHORIZED OCCUPANTS, PETS</u>	<u>OTHER CASES</u> (But does not apply for illegal activity, destruction to property, threats to public health and safety, or breaches of lease other than nonpayment)
<u>Duration</u>	March 1, 2020 through January 31, 2021, divided into 2 time periods: <ul style="list-style-type: none"> • March through August ("protected period"); and • September through January ("transition period"). 	March 4 through November 30, 2020 (Through September 30, 2020, tenants may have deferred rent pursuant to the Long Beach or County eviction protections. These deferments do not affect tenants' rights or obligations under state law, but they may affect when a tenant needs to repay rent. Tenants should consult an attorney about their individual case.)	September 4 through December 31, 2020
<u>Certification</u>	Self-certification under penalty of perjury (specific language). Use attached form for self-certification	n/a	Five-part self-certification under penalty of perjury
<u>Notice to Landlord</u>	Before expiration of Fifteen-Day Notice (A tenant can also prove to a court they had a good excuse for not certifying on time.) Tenants are advised to certify each month within seven (7) days of when rent is due.	n/a	At any time
<u>Rent Repayment Timeline</u>	Defers rent to at least March 1, 2021, maybe longer under local protections; can convert rent to debt.	n/a	Does not explicitly defer rent, but delays eviction until January 1, 2021.
<u>Eviction Limitations</u>	No eviction for "protected period" rent debt if COVID-related financial distress. No eviction for "transition period" rent if 25% is paid by January 31, 2021.	A Notice issued in violation of the Emergency Order is invalid and may not be the basis for an eviction.	Evictions delayed until January 1, 2021.
<u>Harassment / Retaliation</u>	Increased penalties for harassment of and/or retaliation against COVID-affected tenants, but it's unclear how tenants will enforce these rights.	Financial and possibly criminal penalties for harassment of COVID-affected tenants, but it's unclear how tenants will enforce these rights.	No specific harassment penalties, but severe penalties for attempts to evict in violation of the Order. These penalties can only be imposed by the government.

