

On March 24, 2020, the Hayward City Council unanimously enacted an emergency eviction moratorium to temporarily protect some tenants from being displaced from their homes during the ongoing COVID-19 public health crisis. The emergency eviction moratorium protects tenants against COVID-19 related nonpayment of rent evictions and no-fault evictions. Please read these FAQs for more detailed information on the emergency eviction moratorium and who is protected.

1. Who is protected by this moratorium?

All residential tenants in the City of Hayward who cannot pay their rent for a “covered reason” under the moratorium or who receive a no-fault eviction notice, unless necessary for the imminent health and safety of tenants, neighbors, or the landlord, during the moratorium. Tenants can still be evicted for violating their lease in other ways.

2. What is a “covered reason” for delayed payment under this emergency eviction moratorium?

If your income and ability to pay rent have been affected by the COVID-19 pandemic you may be protected by the emergency eviction moratorium if you experienced any of the following:

- Loss of income as a result of a layoff, loss of hours, loss of business, or other income reduction resulting from COVID-19
- Loss of income as a result of having to care for minor children who were affected by school closures
- Incurred substantial out-of-pocket medical costs related to COVID-19
- Suffered any other substantial financial hardship caused directly by the governmental response to the COVID-19 pandemic

If your income or ability to pay rent has been affected by the COVID-19 pandemic, you must notify your landlord and should be able to provide documentation demonstrating the relationship between your inability to pay rent and COVID-19. Please be aware that the emergency eviction moratorium does 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.

2. I lost income as a result of COVID-19. How do I inform my landlord that I am unable to pay my rent?

If you lost income as a result of COVID-19, let your landlord know in writing that you cannot pay. If you have communicated with your landlord via text message or email in the past, you can provide them notice via text message or email. Ask a legal aid attorney for advice if you are unsure how to do this. You should also be able to provide documentation to back up your claim if it is requested. Please note that, if you are truly unable to notify the landlord in writing, you are still protected.

3. 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?

You should be able to provide supporting documentation to show that you cannot pay the amount of rent due because you were impacted by the COVID-19 pandemic if your landlord asks for proof. *Start collecting this documentation early!*

Acceptable documentation may include, but is not limited to:

- Medical bills or medical reports related to COVID-19
- 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
- Pay stubs or copies of paychecks for a few months showing that your income has been reduced
- Unemployment benefit document
- Letter or text message from your child's school 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
- 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
 - A template form to do this can be found here:
<https://www.hayward-ca.gov/your-government/programs/temporary-moratorium-evictions>

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.

4. If I am protected by the moratorium, do I still have to pay my rent?

Yes. The emergency eviction moratorium does not relieve you of your responsibility to pay rent. After the emergency eviction moratorium expires, you must pay back the full amount of rent that you owe. Your landlord can begin to seek the full amount of rent that you owe after the emergency eviction moratorium expires. However, your landlord cannot file an unlawful detainer against you based on non-payment of rent owed during the moratorium within 90 days after the moratorium expires.

5. If I have a "covered reason" for delayed payment under this emergency eviction moratorium, can my landlord charge me late fees?

No, your landlord cannot charge or collect a late fee for any rent that is delayed for a "covered reason."

6. 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 Hayward, regardless of the type of unit they live in or how long they have lived there.

7. What is a no-fault eviction for purposes of this moratorium?

No fault evictions for purposes of this moratorium include the following:

- Eviction because your landlord wants to perform repairs that cannot be completed with a tenant living there
- Eviction because your landlord wants to demolish the unit
- Eviction because your landlord wants to move into the unit or wants to move a family member into the unit

However, your landlord can evict you for one of these reasons if it is necessary for the imminent health and safety of tenants, neighbors, or the landlord.

8. I received a no-fault eviction notice from my landlord prior to March 24, 2020. Am I protected by this emergency eviction moratorium?

No. You are only protected from a no-fault eviction if your landlord served you a no-fault eviction notice on March 24, 2020 or later.

9. I received a no-fault eviction notice from my landlord on or after March 24, 2020. Am I protected by this emergency eviction moratorium?

Yes. You are protected unless the no-fault eviction is necessary for the imminent health and safety of tenants, neighbors, or the landlord.

10. When does this emergency eviction moratorium take effect?

The emergency eviction moratorium is effective March 24, 2020 and lasts for 90 days. The City Council may further extend the effective dates.

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

If your landlord has served you with an eviction notice or initiated eviction proceeding against you, please contact us right away at (510) 437-1554.

12. I still have questions. Who do I contact?

Centro Legal de la Raza at (510) 437-1554 or the City of Hayward Housing Division at (510) 909-4588.

13. This moratorium does not protect me. What can I do?

This moratorium will not protect tenants who received eviction notices of any type before March 24, 2020. This moratorium also does not protect tenants who receive eviction notices for lease violations other than non-payment of rent, e.g. violating a guest or pet policy. This moratorium also does not protect tenants from being evicted for non-payment 90 days after

the moratorium expires. The city council has the power to change or extend the ordinance to make it protect more tenants. You should call or email the city council to ask them to expand the ordinance to cover more tenants and to extend the moratorium for a longer period of time. You can email your mayor and all city councilmembers at List-Mayor-Council@hayward-ca.gov.

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