



Alameda County FAQ

Emergency Eviction Protections

On April 21st, 2020, the County of Alameda Board of Supervisors enacted emergency eviction protections, stopping nearly all evictions throughout the county. Please read this FAQ for more detailed information about these new protections that may protect you during the Covid-19 pandemic state of emergency.

1. Can I be evicted in Alameda County during the Covid-19 (Coronavirus) pandemic?

Most evictions are not lawful in Alameda County during the moratorium period.

In Alameda County, the Board of Supervisors created new protections known as a moratorium, or a temporary suspension of evictions. The moratorium states that nearly all evictions in Alameda County are stopped temporarily. That means in most cases it is not lawful for a landlord to serve a tenant with an eviction notice or file an eviction lawsuit. The moratorium period lasts from March 24, 2020 until 30 days after the Local Health Emergency declared by the County ends. If a tenant already received an eviction notice and the period of days specified in the notice had not yet expired, but it will expire during the moratorium period, eviction is also prohibited.

The only exception to the eviction prohibition is if a tenancy creates an imminent threat to health or safety, if a court or government agency has ordered that the property be vacated, or if the landlord is seeking to permanently remove the property from the rental market. In those cases, a tenant can still be evicted.

In California, a landlord can only evict a tenant after giving the tenant a written notice to move out and then filing a lawsuit and getting a court order if the tenant does not move out. Landlords must follow this same legal process during the Coronavirus pandemic.

2. I can't pay rent right now. How am I protected?

Under the Alameda County moratorium, it is currently unlawful for a landlord to give a tenant an eviction notice for most reasons, including failure to pay rent. If you are unable to pay rent during the State of Emergency, and it is because of a loss of income or substantial medical expenses that were caused by COVID-19 or the effects of the crisis, you are also protected from being evicted in the future for failure to pay that rent. This protection applies to rent due from March 24, 2020 through 30 days after the Local Health Emergency declared by the county ends.

3. Do I need to prove I can't pay rent because of Covid-19?

In order to access the long-term nonpayment protections, the law says that a tenant document the fact that they couldn't pay rent because of the crisis. You could use one of these types of documentation:

- A Letter from an employer or other source of income, citing Covid-19 as a reason for reduced work hours, termination, or other substantial reduction in pay;
- Employer paycheck stubs showing a reduction in pay following the Covid-19 lockdown;
- Bank statements showing a reduction in income following the Covid-19 outbreak;
- Documentation showing substantial out-of-pocket medical expenses caused by Covid-19;
- Documentation showing school or childcare closures that affect your working hours; or
- A sworn statement by you attesting to your loss of income, including facts to show your loss and stating that you are not able to gather the other documentation.

4. By when do I need to prove I can't pay rent because of Covid-19?

The moratorium states that in order to access the long-lasting nonpayment protections, a tenant must provide proof to their landlord either within 45 days of the landlord asking for proof, or within 30 days of the lockdown ending - whichever is later.

The only exception to this rule is if you live in a city with a different moratorium law that does not require you to provide personal information to your landlord if you have not yet been sued, like Oakland, and your city has already opted out of the county protections.

A tenant who provides proof must also be able to prove later on that they gave this information to their landlord, in case their landlord challenges it in court. For this reason, it is not advisable to send your documentation by regular mail. Tenants should send proof by certified mail or email. Tenants should ask their landlords to acknowledge that they received documentation. You may want to consult an attorney to make sure you are providing proof correctly while also protecting your privacy.

5. Does that mean I don't have to pay my rent?

Tenants still owe rent that comes due during the moratorium. The moratorium states that a tenant must pay that past-due rent within a 12-month period after the end of the state of emergency. However, if a tenant qualifies for the long-term protections (explained in Section 2), a landlord cannot evict for failure to pay the rent even after that time.

Whether or not you pay rent right now is a personal matter that depends on what choices and resources you and your family have available to you. You may want to ask your landlord if you can pay a reduced amount of rent during the crisis if you still have some income.

6. My city has also passed protections. Am I protected by the city or the county?

The county protections apply to tenants who live in cities as well as unincorporated areas of Alameda County. If a city has passed stronger protections, the city can choose to opt out of county protections. If you live in Oakland, which passed stronger protections than the county, this may apply to you if the City of Oakland takes action to opt out. An explanation of the protections passed in Oakland is available [here](#).

7. How long do the protections last?

The blanket emergency eviction protections last until 30 days after the County ends to the current declared Local Health Emergency. For example, if the state of emergency ends on May 15, then the protections last until June 15.

8. Can my landlord take me to court?

Under state law, if your landlord files an eviction lawsuit against you, even if the lawsuit is not for a legally valid reason, you still have to respond in time in order to protect your rights. If you are served with an eviction lawsuit (documents called a summons and complaint), you should contact a legal aid organization immediately.

9. My landlord raised my rent. Do I have to pay the increase?

The Attorney General's office has stated that if a landlord raises a tenant's rent above 10 percent during the statewide state of emergency, or evicts a tenant and then raises the rent by more than 10 percent, it may be unlawful price gouging, which is subject to criminal penalties.

If you live in a city that has rent control or your tenancy is subject to the statewide rent caps in AB-1482, you may have additional protection from large rent increases. Unfortunately, there are currently no special protections against rent increases for Alameda County, although some cities have passed their own temporary protections.

10. Did Governor Newsom pass an eviction moratorium in California?

No, Governor Newsom did not issue an eviction moratorium. On March 27, he issued an order on evictions that we think is deeply unhelpful to tenants. The order does not extend the time for any tenant to pay rent or make them more likely to win an eviction case.

11. Who advocated for the Alameda County eviction moratorium?

A number of different legal services and other community based organizations advocated for the moratorium, including the following groups:

Centro Legal de la Raza, the East Bay Community Law Center, Bay Area Legal Aid, Eden Renters Union, The Hayward Collective, RISE Coalition, East Bay Housing Organizations, Alliance of Californians for Community Empowerment, La Familia, Faith in Action East Bay, UAW Local 2865 - Berkeley Unit, Resources for Community Development, Friends of Adeline, Berkeley Tenants Union, Legal Services for Prisoners with Children, and All Of Us Or None.

12. Who can I contact for legal help in Alameda County if my landlord is trying to evict me?

Centro Legal de la Raza - (510) 437-1554

East Bay Community Law Center - (510) 548-4040, ext. 629

Bay Area Legal Aid - (888) 382-3405

Eviction Defense Center - (510) 452-4541

Legal Assistance for Seniors - (510) 832-3040

Asian Pacific Islander Legal Outreach - (510) 251-2846