



Alameda County Emergency Eviction Protections FAQ

In response to the Covid-19 pandemic, the County of Alameda Board of Supervisors enacted sweeping tenant protections, stopping nearly all evictions throughout the county. Please read this FAQ for more detailed information about these protections and contact a legal services provider for advice specific to your situation.

Note: This FAQ was updated September 24, 2020 to reflect recent changes to the Alameda County Eviction Moratorium and the tenant protections enacted at the state level through AB 3088. Prior versions of this document may exist and contain outdated information.

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. Currently, the moratorium period lasts from March 24, 2020 through at least February 28, 2021. If the local state of emergency is still in effect in 2021, the moratorium will remain in effect, for 60 days after the **local** health emergency is lifted. If a tenant received an eviction notice before the moratorium was enacted and the period of days specified in the notice had not yet expired, but it will expire during the moratorium period, the eviction is also prohibited.

The only exceptions to the eviction prohibition are: 1) if a tenancy creates an imminent threat to public health or safety, 2) if a court or government agency has ordered that the property be vacated, or 3) if the landlord is seeking to permanently remove the property from the rental market. In those cases, a landlord *may* file an eviction lawsuit, but is still required to follow the formal eviction process. However, even in these situations, the tenant still may not need to move out and should contact a legal services organization for advice. In addition, new state and federal eviction law may come down at any time.

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, which protects you from March 24, 2020 to February 28, 2021 or 60 days after the end of the local health emergency, whichever is later, you cannot be evicted if you are unable to pay rent because of a loss of income or substantial medical expenses that were caused by COVID-19 or the effects of the crisis. Although any rent you do not pay will become a “consumer debt” that your landlord may collect through collections, limited civil court, or small claims court, you cannot be evicted in the future for rent that went unpaid during this time period.

Additionally, it is currently unlawful for a landlord to give a tenant an eviction notice for most reasons, including failure to pay rent. If you receive a notice claiming nonpayment for this time-period, it is likely invalid. This protection applies to rent due from March 24, 2020 through February 28, 2021 or 60 days after the end of the local health emergency, whichever comes later. It is possible the protections will be extended to apply to rent payments due after the current expiration date.

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

Yes. Tenants are protected from eviction on the basis of nonpayment only if they give some proof to their landlord showing 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 (declaration) 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?

A tenant must provide proof to their landlord within 15 days of receiving a notice terminating their tenancy. Though not required, the law also states that tenants should provide notice on or before the day rent is due if they know they are unable to pay rent due to Covid-19. Under AB 3088 repayment requirements, it may be useful to submit a declaration on a monthly basis if you are unable to pay.

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. Your landlord does not have the right to demand that you disclose private financial or

medical information in order for you to qualify for these protections.

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

Tenants still owe rent that becomes due during the moratorium period, but if they follow the advice outlined in questions 3 and 4, they will have more time to pay it back to the landlord. A recently passed state law (called AB 3088) requires that the rent repayment period begin March 1, 2021 and not extend past March 31, 2022. This means you will likely need to begin paying the back rent owed in March 2021 and pay what you owe before March 31, 2022. However, as discussed above in question 2, a landlord cannot evict for failure to pay rent owed during the moratorium period, now or in the future.

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. If you are able to pay rent, you should. Under AB 3088, if you can pay rent, it is suggested you pay 25% or more of the rent each month starting from September 2020. If you are forced to choose between paying rent and for other necessities like food or medicine, you should take advantage of these protections.

6. My landlord asked me to sign and return a “Declaration of Covid-19-Related Financial Distress.” Should I sign it?

The declaration is required under a state law called AB 3088 in order to access certain protections. The county's eviction moratorium, which is what applies in Alameda County, does not require this. However, there is no downside to signing the declaration. Note that you will be signing the declaration “under penalty of perjury” so you should only sign it if the statements in it are true for you. You can learn more about AB 3088's protections [here](#) and [here](#).

7. Should I sign up a payment plan with my landlord?

Tenants should try to speak to a legal services provider before agreeing to a payment plan with their landlord. This is because under the Alameda County Moratorium, many tenants who give notice to their landlords about their inability to pay rent cannot be evicted for nonpayment of rent. As such, some landlords may try to convince tenants to sign unfair payment plans to circumvent these protections.

8. 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 than those in the county's moratorium, the city can choose to opt out of county protections, but at this time no city has done this. If you have questions about your city, call a legal services provider. 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](#).

9. How long do the protections last?

The moratorium is currently set to expire February 28, 2021 or 60 days after the end of the local health emergency, whichever is later, but it is possible the protections will be extended. For updates on the status of the moratorium and advice specific to your situation, please contact a legal services organization (see question 13).

10. 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.

11. 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 (under a law called 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. If your tenancy is covered by Oakland's rent control ordinance, then during the emergency period your landlord cannot give you a rent increase of more than Oakland's yearly CPI increase. Currently, that amount is 2.7%. The only exception is if your landlord petitions the Oakland Rent Board for a "fair return."

12. 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, Legal Assistance for Seniors, 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, Just Cities, Public Advocates, Equal Justice Society, Alameda County Tenants' Union, and All Of Us Or None.

13. 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

*This is a non-exhaustive explanation of housing legal rights in Alameda County. Because laws are subject to frequent change and differing interpretations, Centro Legal de la Raza cannot ensure that the information in this guide is current or be responsible for any use to which it is put. Do not rely on this information without consulting an attorney about your situation. If you need assistance in finding a lawyer, contact Centro Legal de la Raza. Updated on **September 24, 2020**.*