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## I AM A TENANT IN ALAMEDA COUNTY. WHAT SHOULD I DO ABOUT STATE-WIDE PROTECTIONS? FAQ

### 1. Do the state-wide protections matter if I live in Alameda County?

- The Alameda County moratorium bans nearly all evictions (except for three very specific types of cases), and is in place until at least February 28, 2021. Alameda County's eviction court is not processing evictions for most reasons until at least March 1, 2021.
- It is important to know that the state-wide protections *do not* eliminate or override the tenant protections in the Alameda County moratorium, which are generally more protective.
- The Alameda County moratorium (Ordinance No. O-2020-41), prohibits the service of notices for nonpayment of rent until 60 days after the expiration of the local health emergency, and not sooner than March 1, 2021.
- If you receive a 15-day notice to pay or quit before March 1, 2021, there is a very good chance that the notice is not valid.
- The Alameda County moratorium does not require tenants to submit a declaration of financial hardship or to make any rent payments to be protected. It also does not require tenants to submit proof of a COVID-related inability to pay until:
  - 45 days after the landlord requests it; or
  - 30 days after the County's shelter in place order is lifted, *whichever is later*.
    - However, we recommend that you provide this documentation to your landlord as soon as you can in order to be most protected.
- Although not required under the Alameda County moratorium, tenants will have the most protections if they follow the guidelines of AB 3088 anyway. They can do so by following the steps below.

### 2. What if I receive a 15-day notice to pay rent or quit?

- If you receive a 15-day notice to pay rent or quit, you *can* submit the declaration of financial distress, noting an inability to pay the full rent or other responsibilities under the lease due to a loss of income or increased expenses as a result of COVID-19. If you choose to submit this declaration, you should do so within **15 business days** from service of the notice by your landlord.
  - AB 3088 requires there to be specific language in the declaration. We recommend using the attached declaration for the most protections.
  - If you miss this 15 day window, you should submit the declaration as soon as you are able to. We also recommend that you consult a legal services attorney.
- You can include with the declaration a letter that says that you believe the landlord's service of the 15-day notice was illegal under the Alameda County moratorium and that you reserve all of your rights under the Alameda County moratorium. You can also say



that if the landlord continues to serve you similar notices during the moratorium, that will be considered harassment.<sup>1</sup>

- How should I submit the declaration to my landlord?
  - The best way to submit the declaration to your landlord is by certified mail to the address included on the 15-day notice. If you don't know your landlord's name or address, you may be able to get it from the Assessor's Office by calling (510) 272-3787 and asking for the ownership information for your address.
  - Other options are to submit it : 1) in person; 2) by email if the form indicates an address where you can do that; or 3) any way that you pay your rent, if it is possible to deliver the declaration by that method.
  - *You should keep a copy of the declaration for your records.*
- Who should submit this declaration?
  - All adults on the lease, in order to best ensure protections.
- Should I also submit proof of a COVID-related loss of income or increase in expenses?
  - Because you will have to do this at some point to be protected by the Alameda County moratorium, it cannot hurt to submit this documentation at the same time as the AB 3088 declaration.
  - This proof can be in the form of: A letter from an employer, pay stubs, bank statements, documentation of substantial out-of-pocket medical expenses, documentation of school or day care closures, or a sworn declaration by you explaining the COVID-related loss of income or increase in expenses, and that you are not able to get the other documentation. *Be sure to redact any personal information, such as your Social Security number or your bank account number.*

### **3. What if I haven't received a 15-day notice to pay rent or quit but want to protect myself under AB 3088 anyway?**

- It cannot hurt to submit the declaration early, even if you have not received a 15-day notice to pay rent or quit. You should follow the steps above for serving the declaration if you want to best ensure protection under AB 3088.

### **4. If I choose to serve a AB 3088 declaration, do I have to serve one every month?**

- Tenants do not have to serve an AB 3088 declaration every month, but should serve one every time they receive a 15-day notice from their landlord. Some tenants may decide to send one every month to avoid the risk of missing a 15-day notice from their landlord.

### **5. Do I have to pay rent right now to be protected under the AC moratorium and/or AB 3088? What if I want to be covered by the AB 3088 protections?**

- Nothing in the Alameda County moratorium or AB 3088 removes the obligation to pay rent.
- However, under the Alameda County moratorium, a tenant cannot ever be evicted for nonpayment of rent that became due between 3/24/20 through the end of the moratorium period if they have a COVID-related reason for not paying and provide the

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<sup>1</sup> If you live in Oakland, you may have additional protections against harassment. Please consult with a legal services attorney about this.



Legal Assistance for Seniors



documentation mentioned in the answer to Question 1 above. Tenants don't have to pay any rent in the meantime to be protected from eviction.

- To ensure protection from eviction under state law, tenants who can and want to remain in their home should pay 25% of rent accrued from September 1, 2020 through January 31, 2021 by January 31, 2021.
- Tenants who make a payment during this time should write on the payment or include a letter indicating the time period the payment should be applied to.
- Under state law (AB 3088), tenants will be expected to begin paying their rent in full starting February 1, 2021 to avoid eviction. Under the Alameda County moratorium, tenants do not have to make any payments before February 28, 2021 to be protected from eviction.
- For any back rent tenants owe between March 1, 2020 - Jan 31, 2021, tenants will likely be required to enter into a payment agreement with their landlord to start paying any back rent starting on March 1, 2021, and to finish repaying by March 31, 2022 *unless additional protections are enacted before March 1, 2021.*
- This will give you the most protections from eviction. If you do not pay the remaining back rent according to your repayment plan, or if you do not enter into a repayment plan by March 1, 2021, your landlord could take you to small claims court or send you to collections for any rent you still owe between March 1, 2020 and January 31, 2021. However, this debt cannot be a basis for eviction, as long as you qualify for protections due to a COVID-related loss of income or increase in expenses.
- **You are not required to enter into a payment plan now, and we do not advise that any tenant sign a payment plan that would require them to start making back payments before March 1, 2021 without consulting with an attorney first. If you are considering signing a payment plan, we encourage you to speak with an attorney first.**

**6. Should I still submit the AB 3088 declaration if I'm not sure I'll have the 25% by January 31, 2021?**

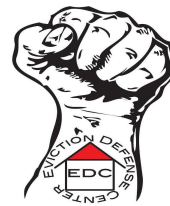
- Yes. If you want to seek the protections of AB 3088, you should submit an AB 3088 declaration, even if you aren't sure if you will be able to pay 25% of the rent due from September 2020 - January 2021 by January 31, 2021.

**7. I have been unable to pay rent during the pandemic due to COVID-19 impact, and I plan to move out by early 2021. What will happen to my unpaid rent? Do I need to pay it?**

- You can seek legal assistance to try to negotiate a move-out agreement with your landlord that includes forgiveness of all unpaid rent. Remember that you do not legally have to move out of your home right away, and this gives you grounds to negotiate.

**8. I received a different type of notice from my landlord or a Summons and Complaint. What should I do?**

- Consult with a legal services provider to learn more about your rights and options. The Court has very short deadlines for the tenant to respond, so we recommend consulting



with a legal services provider as soon as possible. See below for information about partner agencies.

- Legal Help:
  - Asian Pacific Islander Legal Outreach - (510) 251-2846
  - Bay Area Legal Aid - (888) 382-3405
  - Centro Legal de la Raza - (510) 437-1554
  - East Bay Community Law Center - (510) 548-4040, ext. 629
  - Eviction Defense Center - (510) 452-4541
  - Legal Assistance for Seniors - (510) 832-3040
- Non-legal Tenant Support:
  - Causa Justa Just Cause - Tenant Hotline: (510) TENANTS (836-2687) (general advice for tenants in English & Spanish); (510) 763-5877 (main number, tenant organizing)

## **9. Are there any other protections I should know about?**

- There are also federal eviction protections under the federal CDC order. This is most useful for tenants who owe rent before March 1, 2020, lost income unrelated to COVID-19, are facing an Ellis Act eviction, or wanted to but did not submit an AB 3088 declaration within 15 days. Consult with a legal services provider to learn more about your rights and options under the CDC order.
- If your landlord receives a mortgage forbearance on a federally-backed loan, you may be entitled to additional protections during the period of the forbearance. Consult with a legal services provider to learn more about your rights and options.

**Declaration of COVID-19-Related Financial Distress**

Name of Tenant: \_\_\_\_\_

Premises Address: \_\_\_\_\_

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 insurance, 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.

**Use of this declaration does not constitute waiver of any rights under the Alameda County eviction moratorium or other applicable local, state, or federal laws.**

I do not expect my circumstances to change in the upcoming months, but I will inform you if my financial situation changes.

Signed under penalty of perjury: \_\_\_\_\_

Print name: \_\_\_\_\_

Dated: \_\_\_\_\_

**Declaración de dificultades financieras relacionadas con COVID-19**

Nombre del inquilino: \_\_\_\_\_

Dirección de Propiedad: \_\_\_\_\_

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Corrientemente yo no tengo la habilidad de pagar mi renta en totalidad o otras obligaciones financieras relacionadas al contrato del inquilinato debido a uno o más de los siguientes:

1. Pérdida de ingresos causada por la pandemia COVID-19.
2. Aumento de los gastos directamente relacionados con la realización de trabajos esenciales durante la pandemia COVID-19.
3. Aumento de los gastos directamente relacionados con los impactos en la salud de la pandemia COVID-19.
4. Las responsabilidades de cuidado de niños o las responsabilidades de cuidar a un miembro de la familia anciano, discapacitado o enfermo directamente relacionado con la pandemia de COVID-19 que limitan mi capacidad de generar ingresos.
5. Aumento de los costos de cuidado de niños o atención a un familiar anciano, discapacitado o enfermo directamente relacionado con la pandemia de COVID-19
6. Otras circunstancias relacionadas con la pandemia de COVID-19 que han reducido mis ingresos o aumentado mis gastos.

Cualquier asistencia pública, incluyendo el seguro de desempleo, el seguro de desempleo pandémico, el seguro de discapacidad estatal (SDI), o el tiempo libre pagado relacionado con la familia, que haya recibido desde el inicio de la pandemia de COVID-19, no compensa completamente mi pérdida de ingresos y / o aumento de gastos.

**El uso de esta declaración no constituye una renuncia a ningún derecho bajo la moratoria de desalojo del Condado de Alameda u otras leyes locales, estatales, o federales aplicables.**

No espero que mis circunstancias cambien en los próximos meses, pero lo haré informarle si mi situación financiera cambia.

Firmado bajo pena de perjurio: \_\_\_\_\_

Imprimir nombre: \_\_\_\_\_

Fecha: \_\_\_\_\_