

Understanding California's

COVID-19 Renter Protections from October 1, 2021, Onward

The State of California has decided to end most protections for renters due to COVID-19 on September 30, 2021, BUT renters still have important legal protections. This fact sheet covers key renter protections as of October 1, 2021. The rules are complicated! If you cannot pay your rent, are worried about eviction, or have received an eviction notice, you should consult with a lawyer. Visit www.lawhelpca.org to find a free or low-cost lawyer to help you.

Renters Still Have Protections After Oct. 1

- ➔ For rent due between March 1, 2020, and August 31, 2020, a renter who completes a specific declaration that they have "COVID-19 related financial distress" (lost income, increased expenses, etc.) can never be evicted because they did not pay that rent. For rent due between September 1, 2020, and September 30, 2021, a renter who completes a specific declaration that they have "COVID-19 related financial distress" AND pays 25% of the rent due for this period by September 30, 2021, can never be evicted because they did not pay the rest of that rent. A landlord may bring a court case to collect the remaining unpaid rent but **cannot evict the renter based on the debt.**
- ➔ The renter MUST SIGN the financial distress declaration and return it to the landlord EACH TIME the renter is given a 15-day notice.
- ➔ Renters who have not been able to pay the 25% rent, who have not returned a declaration of COVID financial impacts, or who otherwise have unpaid rent for the period from March 2020 to September 2021 **still have protections in the eviction process.**
- ➔ Between October 1, 2021, and March 30, 2022, a landlord cannot get a summons to evict a renter based on nonpayment of rent unless they file:
 - A signed statement that the landlord completed a rental assistance application that was denied and a copy of the final denial; OR
 - A signed statement that (1) the landlord submitted a completed application, (2) more than 20 days have passed since the landlord submitted the application or served a 3-day notice of nonpayment of

Money is Available for Rent and Utilities

- ➔ The state has promised to pay 100% of unpaid rent for low-income renters who have COVID-19 related financial impacts for unpaid rent accrued from April 1, 2020. Renters can apply for that assistance if the landlord does not apply. There is also money to help renters pay utility bills. **Renters can still apply for 100% rental assistance even after October 1, 2021.**
- ➔ To qualify for assistance, the renter must (1) have income at or below 80% of the Area Median Income, (2) have experienced COVID-19 related financial impacts (lost income, increased expenses, etc.), and (3) be at risk of homelessness or housing instability.
- ➔ Renters are eligible for 18 months of total rental assistance and 12 months of utility assistance, including both past due rent and upcoming rent.
- ➔ If a renter has already moved out of their unit and has unpaid rent, they are still eligible for assistance for that unpaid rent.
- ➔ Applying for rental assistance may provide some valuable defenses in an eviction case. Please encourage renters to apply!
- ➔ **For help getting rental assistance call 1- 833-430-2122 or visit HousingIsKey.com.**

rent, (3) the landlord has not received notice from the rental assistance program that the renter has submitted a completed application, and (4) the landlord has not heard that the renter has applied; OR

- A signed statement that the renter moved in on or after October 1, 2021.

IMPORTANT: Renters should speak to a local lawyer if they receive an eviction notice to make sure they know their rights. Visit www.lawhelpca.org to find a list of free or low-cost lawyers near you.

Renters Have Additional Defenses in Court

- ➔ The renter can dispute the landlord's claim that they were denied rental assistance, or that the landlord completed a rental assistance application but the renter did not. The renter can file a court form called an [Answer](#) to [tell the court their side of the story](#).
- ➔ If the landlord says that the renter did not submit a COVID-19 financial hardship declaration, the renter can still submit one after the court case starts to show they should be protected from eviction.
- ➔ If a renter can show that (1) the eviction case demands rent that accumulated due to COVID-19 financial hardship, (2) the renter has an APPROVED rental assistance application and proof of the approval, and (3) the approved rental assistance along with payments that the renter made equal full payment of the rent demanded in the eviction case, then the court must dismiss the case (or set aside the judgment if one has been entered).

Renters should seek help from a lawyer.

- ➔ If a renter was approved for assistance, but the landlord has not yet received payment, the court should pause the eviction case for 15 days to obtain proof of payment. If a renter received payment directly from a rental assistance program but does not pay it to the landlord within 15 days of receiving it, the court may still evict the renter.

Renters should seek help from a lawyer.

- ➔ Rent due on or after October 1, 2021, is subject to the normal 3-day notice to "pay or quit (move out)." The notice must include the amount of rent demanded, the date each amount became due, the telephone number and website for the local/state rental assistance program, and instructions to apply for rental assistance within 15 days.
- ➔ Renters who move into a new home on or after October 1, 2021, do not have these additional protections. A landlord may evict with a 3-day notice and does not have to verify that they have applied for rental assistance.

- ➔ You can find information about eviction cases and court forms [here](#).

Renters Also Have Other COVID-19 Rights

- ➔ Landlords cannot charge late fees or interest for nonpayment of rent that came due between March 1, 2020, and September 30, 2021.
- ➔ Landlords must use a rental payment for the current month's rent unless the renter agrees in writing the landlord can use it for past due rent.
- ➔ Landlords cannot use a renter's security deposit to cover COVID-19 rental debt unless the renter agrees in writing.
- ➔ Landlords face increased penalties if they illegally lock out renters, shut off utilities like hot water, remove outside doors or windows, or engage in other extreme harassing behavior if the renter has provided the landlord a signed declaration that they have "COVID-19 related financial distress."
- ➔ Landlords and landlord screening companies are prohibited from considering rental debt accrued between March 1, 2020, and September 30, 2021, as a negative factor when evaluating a renter's qualifications to rent. Landlords cannot sell rental debt from this period. Some COVID-19 debt recovery actions are shielded from public view.
- ➔ If a landlord wants to evict a renter for rent that was not paid between March 2020 and September 2021, the landlord must give the renter a 15-day notice to "pay rent or quit (move out)" that explains the eviction protections AND a blank declaration form the renter can sign that says the renter has financial impacts from COVID.

There May Be Stronger Local Protections

- ➔ Some cities and counties have laws that give a tenant more time to pay rent before a landlord can try to collect it, or that prohibit landlords from evicting tenants except for serious violations.
- ➔ The interaction between state law and local laws can be complex and renters should consult a lawyer for help.



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