



NEW AND VERY IMPORTANT LAWS AFFECTING RENTAL PROPERTY. WHAT'S NEXT?

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Agenda

- 📄 Assembly Bill 832 – Continued COVID-19 tenancy relief, authored by Assemblymember David Chiu
- 📄 Assembly Bill 1487 – Legal Services for tenant eviction defense, authored by Assemblymember Jesse Gabriel
- 📄 Senate Bill 8 by Senator Skinner
- 📄 Senate Bill 9 – Housing development approvals for ADUs, authored by Senator Toni Atkins
- 📄 Senate Bill 10 – Housing development in transit-rich areas or an urban infill sites, authored by Senator Scott Wiener
- 📄 Senate Bill 539 – Delayed payments of property taxes, authored by Senator Robert Hertzberg
- 📄 Department of Fair Employment and Housing (DFEH) Regulations
- 📄 2022 Direction of the Newsom Administration and the Legislature
- 📄 Q&A

Assembly Bill 832

Key Issues:

- ⌘ Extends the eviction moratorium through September 30, 2021
- ⌘ Redefines the *Covered Time Period* as March 1, 2020, through September 30, 2021
- ⌘ Redefines the *Protected Time Period* as March 1, 2020, through August 31, 2020
- ⌘ Redefines the *Transition Time Period* as September 1, 2020, through September 30, 2021
- ⌘ Creates a new time period known as the *COVID-19 Recovery Period* from October 1, 2021, through March 31, 2022 (with new rules, new forms, and new procedures to follow)
- ⌘ Continues to preempt city and county ordinances and administrative orders through March 31, 2022.
- ⌘ Increases rental assistance rental property owners may receive from 80% to 100% of *COVID-19 Rental Debt*
- ⌘ Limits rental property owner's ability to evict tenants for non-payment
- ⌘ Limits rental property owner's ability to terminate tenancies for no fault just cause
- ⌘ Limits rental property owner's ability to collect *COVID-19 Rental Debt*
- ⌘ Extends punitive damage claims for certain acts by rental property owner

Assembly Bill 832

Opinion:

It has become extremely difficult for a rental property owner to regain possession of a premises or reimbursement for *COVID-19 Rental Debt*, so it is recommended that you retain competent counsel to assist in successfully regaining possession and maximizing a money judgment.

Although the 2020-2021 legislative session has ended, it is still plausible that the Governor could sign an executive order or emergency declaration extending the eviction moratorium by changing the provisions of AB 832.

If Tenant Is *In Possession...* and Rent is owed during the PROTECTED TIME PERIOD

1. Serve NOTICE to tenant that demands payment of *COVID-19 Rental Debt* accrued during the *Protected Time Period*.
2. All NOTICES **must** be modified as pursuant to the requirements of AB 832, regardless of when the original NOTICE was issued.
3. NOTICE **must** state the amount of rent demanded, each date the amount became due, and total amount due.
4. NOTICE **must** be accompanied by an unsigned *Declaration of COVID-19-Related Financial Distress*.
5. NOTICE **must** advise the tenant that eviction shall be prohibited if tenant delivers a signed *Declaration of COVID-19-Related Financial Distress* to rental property owner on or before the date to pay rent, quit or notice to perform covenants, or quit expires.
6. NOTICE **must** advise tenant that the amount due or delivery of possession shall not be less than 15 days (excluding weekends and judicial holidays) after the NOTICE was served.
7. NOTICE language is required to be in, at least, 12-point font.

Modified NOTICE language pursuant to the requirements of AB 832 demanding payment of *COVID-19 Rental Debt* accrued during the *Protected Time Period*.

NOTICE FROM THE STATE OF CALIFORNIA

If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, but you will still owe this money to your landlord. If you do not sign and deliver the declaration within this time period, you may lose the eviction protections available to you. You must return this form to be protected. You should keep a copy or picture of the signed form for your records.

You will still owe this money to your landlord and can be sued for the money, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org.

If, as of September 1, 2020, a tenant has not paid one more rental payments that came due during the *Protected Time Period*, then an additional NOTICE must be served on the tenant with the following language pursuant to the requirements of AB 832.

NOTICE FROM THE STATE OF CALIFORNIA

The California Legislature has enacted the COVID-19 Tenant Relief Act of 2020 which protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and January 31, 2021.

“COVID-19-related financial distress” means any 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 the health impact 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 your 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 your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and January 31, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before January 31, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and January 31, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file which indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation which shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning February 1, 2021, if you owe rental payments due between September 1, 2020, and January 31, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

For information about legal resources that may be available to you, visit lawhelpca.org.

Once Landlord has served NOTICE on tenant requesting to collect rent due from tenant during the *Protected Time Period*, then the following is required by tenant:

1. Deliver a signed *Declaration of COVID-19-Related Financial Distress* to Landlord within 15 days (excluding weekends and judicial holidays) of being served with NOTICE; or
 - a. *If Tenant timely delivers Declaration then Tenant shall not be deemed in default with regard to COVID-19 Rental Debt.*
2. File a signed *Declaration of COVID-19-Related Financial Distress* with the court within the time prescribed in Section 1167;
 - a. *If Tenant timely files Declaration then Court shall dismiss case if the Court finds Tenant's failure to timely deliver Declaration to Landlord was the result of mistake, inadvertence, surprise, or excusable neglect, as those terms have been interpreted under subdivision (b) of Section 473.*
3. Delivery of signed *Declaration of COVID-19-Related Financial Distress* may be made:
 - a. *In person, if the landlord indicates in the notice an address at which the declaration may be delivered in person;*
 - b. *By electronic transmission, if the landlord indicates an email address in the notice to which the declaration may be delivered;*
 - c. *Through United States mail to the address indicated by the landlord in the notice. If the landlord does not provide an address, then it shall be conclusively presumed that upon the mailing of the declaration by the tenant to the address provided by the landlord, the declaration is deemed received by the landlord on the date posted, if the tenant can show proof of mailing to the address provided by the landlord; or*

Through any of the same methods that the tenant can use to deliver the payment pursuant to the notice if delivery of the declaration by that method is possible.

If Tenant Is *In Possession...* and Rent is owed during the TRANSITIONAL TIME PERIOD

1. Serve NOTICE to tenant that demands payment of *COVID-19 Rental Debt* accrued during the *Transition Time Period*.
2. All NOTICES **must** be modified as pursuant to the requirements of AB 832, regardless of when the original NOTICE was issued.
3. NOTICE **must** state the amount of rent demanded, each date the amount became due, and total amount due.
4. NOTICE **must** be accompanied by an unsigned *Declaration of COVID-19-Related Financial Distress*.
5. NOTICE **must** advise the tenant that eviction shall be prohibited if tenant delivers a signed *Declaration of COVID-19-Related Financial Distress* to rental property owner on or before the date to pay rent, quit or notice to perform covenants, or quit expires.
6. NOTICE **must** advise tenant that the amount due or delivery of possession shall not be less than 15 days (excluding weekends and judicial holidays) after the NOTICE was served.
7. NOTICE language is required to be in, at least, 12-point font.

Modified NOTICE language pursuant to the requirements of AB 832 demanding payment of *COVID-19 Rental Debt* accrued during the *Transition Time Period*, if served before February 1, 2021.

NOTICE FROM THE STATE OF CALIFORNIA

If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below). You will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before January 31, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and January 31, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and January 31, 2021.

For example, if you provided a declaration form to your landlord regarding your decreased income or increased expenses due to COVID-19 that prevented you from making your rental payment in September and October of 2020, your landlord could not evict you if, on or before January 31, 2021, you made a payment equal to 25 percent of September's and October's rental payment (i.e., half a month's rent). If you were unable to pay any of the rental payments that came due between September 1, 2020, and January 31, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before January 31, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September through January (i.e., one and a quarter month's rent).

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org.

**Modified NOTICE language pursuant to the requirements of AB 832
demanding payment of *COVID-19 Rental Debt* accrued during the *Transition Time Period*,
if served on or after February 1, 2021, and before July 1, 2021.**

NOTICE FROM THE STATE OF CALIFORNIA

If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below). You will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before June 30, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and June 30, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and June 30, 2021.

If you were unable to pay any of the rental payments that came due between September 1, 2020, and June 30, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before June 30, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September 2020 through June 2021.

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

YOU MAY QUALIFY FOR RENTAL ASSISTANCE

In addition to extending these eviction protections, the State of California, in partnership with federal and local governments, has created an emergency rental assistance program to assist renters who have been unable to pay their rent and utility bills as a result of the COVID-19 pandemic. This program may be able to help you get caught up with past-due rent. Additionally, depending on the availability of funds, the program may also be able to assist you with making future rental payments.

While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance.

Additional information about the extension of the COVID-19 Tenant Relief Act and new state or local rental assistance programs, including more information about how to qualify for assistance, can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.

Once Landlord has served NOTICE on tenant requesting to collect rent due from tenant during the *Transition Time Period*, then the following is required by tenant:

1. Deliver a signed *Declaration of COVID-19-Related Financial Distress* to Landlord within 15 days (excluding weekends and judicial holidays) of being served with NOTICE; and
 - a. *If Tenant timely delivers Declaration then Tenant shall not be deemed in default with regard to COVID-19 Rental Debt.;*
2. Tender one or more payments on or before September 30, 2021, that came due during the Transition Time Period, that when taken together are an amount equal to or not less than 25 percent of each Rental Payment demanded in one or more NOTICES served.
 - a. *If Tenant timely delivers Declaration and tenders payment then Landlord shall not initiate an unlawful detainer action prior to October 1, 2021.*
3. Tenant may deliver signed declaration of COVID-19-related financial distress to the Landlord by:
 - a. *In person, if the landlord indicates in the notice an address at which the declaration may be delivered in person;*
 - b. *By electronic transmission, if the landlord indicates an email address in the notice to which the declaration may be delivered;*
 - c. *Through United States mail to the address indicated by the landlord in the notice. If the landlord does not provide an address, then it shall be conclusively presumed that upon the mailing of the declaration by the tenant to the address provided by the landlord, the declaration is deemed received by the landlord on the date posted, if the tenant can show proof of mailing to the address provided by the landlord; or*
 - d. *Through any of the same methods that the tenant can use to deliver the payment pursuant to the notice if delivery of the declaration by that method is possible.*
4. If Tenant fails to deliver *Declaration of COVID-19-Related Financial Distress*, then Tenant may file a signed *Declaration* with the court within the time prescribed in Section 1167;

If Tenant timely files Declaration then Court shall dismiss case if the Court finds Tenant's failure to timely deliver Declaration to Landlord was the result of mistake, inadvertence, surprise, or excusable neglect, as those terms have been interpreted under subdivision (b) of Section 473.

If Tenant Is *In Possession...* and Rent is owed during the RECOVERY TIME PERIOD

1. Serve NOTICE to tenant that demands payment of *COVID-19 Rental Debt* accrued during the *Recovery Time Period*.
2. All NOTICES ***must*** include language pursuant to the requirements of AB 832.
3. NOTICE ***must*** state the amount of rent demanded, each date the amount became due, and total amount due.
4. NOTICE ***must*** provide the telephone number and internet website address of the pertinent government rental assistance program.
5. NOTICE ***must*** advise tenant that the amount due or delivery of possession shall not be less than 3 days (excluding weekends and judicial holidays) after the NOTICE was served.
6. NOTICE language is required to be in, at least, 12-point font.

NOTICE language pursuant to the requirements of AB 832 demanding payment of *COVID-19 Rental Debt* accrued during the *Recovery Time Period*.

IMPORTANT NOTICE FROM THE STATE OF CALIFORNIA YOU MUST TAKE ACTION TO AVOID AN EVICTION

As part of the state's COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments.

If you cannot pay the amount demanded in this notice, YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY! It is free and simple to apply. Citizenship or immigration status does not matter.

DO NOT DELAY! IF YOU DO NOT COMPLETE YOUR APPLICATION FOR RENTAL ASSISTANCE WITHIN 15 BUSINESS DAYS, YOUR LANDLORD MAY BE ABLE TO SUE TO OBTAIN A COURT ORDER FOR YOUR EVICTION.

You can start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com>.

NOTICE FROM THE STATE OF CALIFORNIA YOU MUST TAKE ACTION TO AVOID EVICTION

If you are unable to pay the amount demanded in this notice because of the COVID-19 pandemic, you should take action right away.

IMMEDIATELY:

Sign and return the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays. Sign and return the declaration even if you have done this before. You should keep a copy or a picture of the signed form for your records.

BEFORE SEPTEMBER 30, 2021:

Pay your landlord at least 25 percent of any rent you missed between September 1, 2020, and September 30, 2021. If you need help paying that amount, apply for rental assistance. You will still owe the rest of the rent to your landlord, but as long as you pay 25 percent by September 30, 2021, your landlord will not be able to evict you for failing to pay the rest of the rent. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes.

AS SOON AS POSSIBLE:

Apply for rental assistance! As part of California's COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments. If you are behind on rent or utility payments, YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY! It is free and simple to apply. Citizenship or immigration status does not matter.

You can find out how to start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com> right away.

As of February 1, 2021, if Tenant has not paid one or more rental payments that came due during the Covered Time Period

1. Serve NOTICE to tenant on or before February 28, 2021, pursuant to Section 1162 or by mail.
2. Serve NOTICE prior to or concurrently with serving Notice To Collect COVID-19 Rental Debt Accrued During the *Protected Time Period*.
3. Serve NOTICE prior to or concurrently with serving Notice To Collect COVID-19 Rental Debt Accrued During the *Transition Time Period*.
4. NOTICE language is required to be in, at least, 12-point font.

NOTICE language pursuant to the requirements of AB 832

Serve on tenant on or before February 28, 2021

NOTICE FROM THE STATE OF CALIFORNIA

The California Legislature has enacted the COVID-19 Tenant Relief Act which protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and June 30, 2021.

“COVID-19-related financial distress” means any 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 the health impact 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 your 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 your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and June 30, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before June 30, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and June 30, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file which indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation which shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning July 1, 2021, if you owe rental payments due between September 1, 2020, and June 30, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

YOU MAY QUALIFY FOR RENTAL ASSISTANCE.

In addition to extending these eviction protections, the State of California, in partnership with federal and local governments, has created an emergency rental assistance program to assist renters who have been unable to pay their rent and utility bills as a result of the COVID-19 pandemic. This program may be able to help you get caught up with past-due rent. Additionally, depending on the availability of funds, the program may also be able to assist you with making future rental payments.

While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance.

Additional information about the extension of the COVID-19 Tenant Relief Act and new state or local rental assistance programs, including more information about how to qualify for assistance, can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.

As of July 1, 2021, if Tenant has not paid one or more rental payments that came due during the Covered Time Period

1. Serve NOTICE to tenant on or before July 31, 2021, pursuant to Section 1162 or by mail.
2. Serve NOTICE prior to or concurrently with serving Notice To Collect COVID-19 Rental Debt Accrued During the *Protected Time Period*.
3. Serve NOTICE prior to or concurrently with serving Notice To Collect COVID-19 Rental Debt Accrued During the *Transition Time Period*.
4. NOTICE language is required to be in, at least, 12-point font.

NOTICE language pursuant to the requirements of AB 832

Serve on tenant on or before July 31, 2021

NOTICE FROM THE STATE OF CALIFORNIA

The California Legislature has extended the COVID-19 Tenant Relief Act. The law now protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and September 30, 2021.

“COVID-19-related financial distress” means any 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 the health impact 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 your 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 your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and September 30, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before September 30, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and September 30, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file that indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation that shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning October 1, 2021 if you owe rental payments due between September 1, 2020, and September 30, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

YOU MAY QUALIFY FOR RENTAL ASSISTANCE.

In addition to extending these eviction protections, the State of California, in partnership with federal and local governments, has created an emergency rental assistance program to assist renters who have been unable to pay their rent and utility bills as a result of the COVID-19 pandemic. This program may be able to help you get caught up with past-due rent. Additionally, depending on the availability of funds, the program may also be able to assist you with making future rental payments.






While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance.

Additional information about the extension of the COVID-19 Tenant Relief Act and new state or local rental assistance programs, including more information about how to qualify for assistance, can be found by visiting <http://housingiskey.com> or by calling 1-833-430-2122.



Ok, I'm Owed Rent, What Do I Do?

If Tenant Is *Not In Possession*:

-  Prepare and Serve The Disposition Of Security Deposit (Move Out Statement) As You Normally Would, Apply Security Deposit To Balance Outstanding
-  Request Rent Assistance Through Housingiskey.com, and Any Other Program, and cooperate with Tenant through the Process
-  Document Your Efforts To Receive Assistance
-  You May Proceed In Small Claims Court Or General Civil Court On Or After November 1, 2021. There Are Specific Declarations and Forms That Are Required, and Express Procedures To Follow To Recover COVID-19 Rental Debt, and COVID-19 Recovery Period Rental Debt.
-  New legislation or Governor Newsom Emergency Order will Change The Law

Ok, I'm Owed Rent, What Do I Do?

✚ If Tenant Is *Not In Possession*:

- ✚ “Manage Your Expectations”

- ✚ Tenant is gone and doesn't participate in the rental assistance program; therefore, Rental Property Owners will not receive funds for unpaid rent during the *Covered Time Period* and most if not all of the Emergency Rental Assistance Program funds are depleted. What is the incentive for tenant to respond?

- ✚ If Landlord files suit against Tenant for COVID-19 Rental Debt between October 1, 2021, and March 31, 2022, while Tenant is not in possession because Landlord lawfully regained possession, then modification of Notices, pursuant to SB832, are not required.

Landlord may not file suit to recover COVID-19 Rental Debt prior to November 1, 2021 (in Small Claims Court).

The following is required when filing suit by Landlord to recover COVID-19 Rental Debt

1. Attach documentation to Complaint (*whether Limited or Unlimited Action*) showing Landlord has made a good faith effort to investigate whether governmental rental assistance is available to the tenant, seek governmental rental assistance for the tenant, or cooperate with the tenant's efforts to obtain rental assistance from any governmental entity, or other third party; and
 - a. If it is determined that Tenant met eligibility requirements for rental assistance, funding was available, and Landlord refused to obtain it from the state program then the court may reduce award damages.*

Any Limited Action Complaint or responsive pleading shall include on either the first page of the pleading or a cover page, the phrase "ACTION FOR RECOVERY OF COVID-19 RENTAL DEBT AS DEFINED UNDER SECTION 1179.02" in bold, capital letters, in 12 point or larger font.

NOTE that Once Landlord has filed suit for COVID-19 Rental Debt, a court shall prevent the forfeiture of a lease or rental agreement, whether written or oral, and whether or not the tenancy has terminated, and restore the tenant to the former estate or tenancy, if necessary, if all of the following apply:

1. The complaint for unlawful detainer is based on a demand for payment of rental debt that accumulated due to COVID-19 financial hardship; and
2. The tenant submits verification to the court that a government rental assistance program has approved an application for rental assistance corresponding to part or all of the rental debt demanded in the complaint.
 - a. *The verification described in this paragraph shall be in the form of either of the following:*
 - i. *(i) A copy of a final decision from the government rental assistance program showing the property address, the amount of payment approved, and the time period for which assistance was provided.*
 - ii. *(ii) The property address and a unique application number to enable the court to obtain confirmation of the final decision, the corresponding property address, the amount of the payment approved, and the time period for which assistance was provided.*
 - iii. *(3) The approved payment from the rental assistance program, together with any additional payments made by the tenant, constitute full payment of the rental debt demanded in the complaint.*
 - a. *An application pursuant to this section may be made only at any time before restoration of the premises to the landlord.*
 - b. *An application pursuant to this section shall consist of verification that a government rental assistance program has approved an application for rental assistance corresponding to the rental debt demanded in the complaint. The verification described in this subdivision shall consist of either of the following:*
 - i. *A copy of the final decision from the government rental assistance program approving the application, showing the property address, and indicating the amount of payment approved;*
 - ii. *A property address and unique application number to enable the court to obtain confirmation of the final decision, the corresponding property address, and the amount of the payment approved;*
 - iii. *(3) (A) Except as provided in subparagraph (B), a tenant shall not be required to file any documentation not described in paragraph (1) or pleading with the court in order to apply for relief pursuant to this section.*

The verification required by this subdivision shall be provided on or accompanied by a form developed or revised by the Judicial Council for this purpose if the Judicial Council determines that this requirement is necessary to accomplish the purpose of the verification.

FURTHER NOTE:

If the government rental assistance program has not withdrawn the approval of rental assistance, but the landlord has not received all of the payments because the tenant has not yet paid the tenant's part of the payment, then the court shall deny the application with prejudice.

If Landlord files suit to recover COVID-19 Rental Debt or other financial obligations under the lease that accrued between April 1, 2020, and September 30, 2021, then the following is required by Landlord

1. Issue a verified written statement, under penalty of perjury, that:
 - a. The landlord has not received rental assistance or other financial compensation from any other source corresponding to the amount claimed; and
 - b. The landlord does not have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount claimed.

Landlord may not file an Unlawful Detainer Action as it pertains to the Transition Time Period prior to October 1, 2021.

I. If Landlord files an unlawful detainer action on or after October 1, 2021, and before March 31, 2022, then the following is required by Landlord:

1. Issue a verified written statement, under penalty of perjury, that before filing the complaint, the landlord completed an application for government rental assistance to cover the rental debt demanded from the Tenant in the case, but the application was denied;
2. Include a copy of a final decision from the pertinent government rental assistance program denying a rental assistance application for the property at issue in the case; and
 - a. *If Landlord has not received a "final notice" then Landlord shall issue a verified statement, under penalty of perjury, that all the following are true:*
 - i. *Before filing the complaint, the landlord submitted a completed application for rental assistance to the pertinent government rental assistance program to cover the rental debt demanded from the Tenant in the case;*
 - ii. *Twenty days have passed since either the date that the landlord submitted the application for rental assistance, or the date that the landlord served the tenant with the three-day notice underlying the complaint – (whichever is later);*
 - iii. *The landlord has not received notice or obtained verification from the pertinent government rental assistance program indicating that the tenant has submitted a completed application for rental assistance to cover the rental debt demanded from the Tenant in the case; and*
 - iv. *The landlord has not received communication from the Tenant that the Tenant has applied for government rental assistance to cover the unpaid rental debt demanded from the defendants in the case.*
1. Issue a verified written statement, under penalty of perjury, that the COVID-19 Rental Debt demanded from the Tenant in the complaint accumulated under a tenancy that was initially established when the Tenant first lawfully occupied the premises, on or after October 1, 2021. The following tenancy *is not* considered "initially established":
 - a. *The renewal of a periodic tenancy.*
 - b. *(ii) The extension of an existing lease or rental agreement.*
 - c. *(iii) The execution of a new lease or rental agreement with one or more individuals who already lawfully occupy the premises.*
1. Issue a verified written statement, under penalty of perjury, that:
 - a. *the landlord has not received rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint.*
 - b. *the landlord has not received rental assistance or other financial compensation from any other source for rent accruing after the date of the notice underlying the complaint.*
 - c. *the landlord does not have any pending application for rental assistance or other financial compensation from any other source corresponding to the amount demanded in the notice underlying the complaint.*
 - d. *the landlord does not have any pending application for rental assistance or other financial compensation from any other sources for rent accruing after the date of the notice underlying the complaint.*

Assembly Bill 1487

Key Issues:

- Establishes a commission to award grants to non-profits, which would provide legal assistance to prevent tenant eviction or displacement. In so doing, the direction is to provide “full-scope legal representation to qualified” households facing eviction, imminent displacement, or threat thereof.
- Permits non-profits to “target” outreach to buildings and neighborhoods to advise tenants of their legal rights to prevent or mitigate “displacement”.
- Exceeds 80% AMI
- Eligible recipients of grants would give preference to community based organizations, law schools
- Preference of awarding grants would be given to community based nonprofit and law schools
- Impact of which is that LL could be challenged at almost every turn with regard with to eviction to a whole host of reasons including non-payment.
- Money to award grants will come from the California’s state budget, and would more likely than not be granted each year and will go through the budget process like each year and most often the amount of money would never decrease, but remain the same or increase.
- In addition to existing local govern programs offering legal counsel to tenants and shriver act. Sergeant shriver civil council act”.
- And current state budget dedicating funds for this purpose.

Opinion:

When a tenant begin falling behind in rent, a Rental Property Owner is advised to immediately contact counsel to explore legal remedies to ensure the property’s interests are protected. Now, more so than ever, the government is offering tenants substantial new resources to fight eviction.

Senate Bill 8

Key Issues:

Extends the Housing Crisis Act of 2019 (Sen. Skinner's SB 330) to jumpstart more housing production by preventing housing moratoriums, down zonings, and excessive fees on affordable rental housing

Opinion:

The measure extends the Housing Crises Act by 5 years, and provides that until January 1, 2034 the HCAA's provision apply to a housing development project that submits a preliminary application before January 1, 2030. Expands definition of housing development project for the purposes of the HCA to include discretionary and ministerial projects. Receipt of a density bonus is not a basis for finding a project out of compliance with local zoning rules. Provides regarding the HCA's demolition and replacement provisions that: the replacement requirements must be followed despite local density bonus requirements that may be in conflict, relocation and right of first refusal requirements no longer apply to occupants of any protected units that are moderate-or-high-income households. This will have a remarkable impact on rental housing development.

Senate Bill 9

Key Issues:

Gives homeowners additional tools to add critically needed new housing and help ease California's housing shortage by making it legal to build duplexes on lots zoned for one house statewide; the law also allows property owners to split their lots into two separate parcels.

Opinion:

This measure will rarely be utilized in rural areas, in standard subdivisions, or highly urbanized areas.

Senate Bill 10

Key Issue:

- Requires local governments to ministerially approve either or both:
 - A housing development of no more than two units in a single-family zone
 - The subdivision of a parcel for residential use into two equal parcels.
 - The development must be in an urbanized area.
 - Prohibits demolition of more than 2% of the exterior walls of an existing structure.
 - The government may impose objective zoning, subdivision and design review standards.
 - The government cannot require more than one parking space per unit.
 - Requires a city or county to prohibit short term rentals.
 - The ADU or JADU laws are not changed.
 - The government shall not be required to permit more than two units on a parcel.
 - Ministerial approval of a parcel map or lot split has a number of conditions such as the parcels are to be approximately equal size.

Opinion:

This measure will rarely be utilized in rural areas, in standard subdivisions, or highly urbanized areas.

Senate Bill 539

Key Issue:

Senator Hertzberg introduced this measure to address technical legal issues related to implementing Proposition 19.

Opinion:

- ⬆ Proposition 19 did not repeal the law that allows taxpayers to transfer base year values if property is destroyed in a disaster.
- ⬆ Provides statutory detail for taxpayers to claim base year value.
- ⬆ Limits transfers to three per taxpayer.
- ⬆ Taxpayer is to own and reside in both the original property as well as the replacement.
- ⬆ Implements limits on parent/child/grandparent-grandchild change in ownership.
- ⬆ Net result: the new law makes several clarifying changes in statutory provisions to eliminate confusion.

New DFEH Regulations

Key Issue:

One year in the making -

The Department of Fair Employment and Housing Council (DFEHC) finally ruled that rental property owners will not be forced to accept guarantors on behalf of rental applicants.

DFEHC decided in its final set of proposed new regulations that rental property owners will not be consider aggregate income of all rental applicants rather than simply requiring owners to apply the same rules to married and unmarried persons as required by state statute.

Opinion:

Rental property owners should closely examine requirements regarding the aggregation of an applicant's income.

2022 Direction of the Newsom Administration and the Legislature

- Failed Bills = Next Year's Threats
- Major Featured Issues to come in 2022 and beyond

Assembly Bill 889

Key Issue:

The measure would have created a statewide tenant/owner protection act. A property owner would be required to offer the property to any government agency or non-profit wanting to purchasing residential rental housing.

Once the governmental agency/nonprofit has identified themselves as an interested party that may have little or no financial ability to perform, the measure would have required the property owner to negotiate the sale of the property with the government/nonprofit for 8 consecutive months. An owner would be barred from offering the property for sale to a private party until the requirement is met.

Opinion:

A nonprofit that is not required to demonstrate an ability to perform at the outset of a decision to sell rental property...

- Is that a reasonable legal expectation and requirement?
- Creates legal challenges from the private marketplace.
- It will stall out conveyance or transfer of property.
- It may reduce the sale price of the property.
- This bill is one of many of a similar approach, but all have been killed.
- The author and sponsors will pursue this measure/issue next year.

Senate Bill 679

Key Issue:

Would have created another regional governmental agency to address affordable housing and tenant protection issues in Los Angeles County.

Opinion:

Opposed because according to the Los Angeles City Controller, Angeleno voters approved in November 2016 a local ballot measure, Proposition HHH which authorized officials to issue up to a \$1.2 billion in general obligation bonds to partially subsidize the development of up to 10,000 housing units for temporary homeless shelters and affordable housing. According to the LA Controller not a single bond-funded unit had opened as of later 2019.

More than 1,000 HHH units are projected to exceed \$600,000, with one project topping \$700,000 per unit. The cost of building many of these units exceeds the median sale price of the market-rate condominium in the City of Los Angeles and a single-family home in Los Angeles County. [Emphasis Added].

In July 2017 the City of Los Angeles issued its first HHH bond valued at \$86.4 million; of which only \$3.7 million in bond proceeds had been spent by July 2108. However, in July 2018, the City of Los Angeles issued a second bond valued at \$276.2 million. And, "Because the second bond was issued too early, City taxpayers incurred approximately \$5.2 million in unnecessary interest payments through June 2019 – without the expected project benefits." The auditor also noted that not a single City department had taken responsibility for the accounting decisions, which lacks centralized authority as additional funds are spent.

ACA 9 (Lee)

Key Issue:

Due to “wealth inequality amongst California residents, the author and co-authors propose to impose a “wealth tax . . . on all forms of personal property or wealth, whether tangible or intangible.” The state would establish the California Department of Justice Wealth Tax Administration Fund.

Opinion:

Revenue would be used to redistribute “wealth” to Californians or to provide specific government programs to protect California residents.

Questions?