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OCTOBER QUICK LEARNING LUNCHES

Week 2, 10/14/2020: COVID-19 Tenant Relief Act

Presented by SBRPA Director Michelle Roberson, Attorney at Law. This is the second of four October Quick Learning Lunches co-sponsored by SBAOR (the Santa Barbara Association of Realtors) and SBRPA (the Santa Barbara Rental Property Association).

To listen to an English recording of the program, click [here](#) and use password: U30&v?iJ

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Covered Period:

AB 3088, the California Tenant Relief Act (TRA) 2020 covers the payment of rents impacted due to COVID-19 related financial distress between March 1, 2020 through January 31, 2020.

Notices:

1. Notice of Rights to Tenants
2. 15-day Notice to pay rent (Protected Period)
3. 15-day Notice to pay rent (Transitional Period)
4. Blank Declaration
5. High Income Tenant Notice

Notice of Rights to Tenants

- Required to give to all tenants delinquent on rent during Covered Period before providing any 15-day notice
- If they owed rent between March 1, 2020 through August 31, 2020, the notice must have been served by September 30, 2020
- The Notice includes very specific language and must be provided in 12 point font



15-day Notice to pay rent (Protected Period)

- 15 days, excluding Saturdays, Sundays, and other judicial holidays.
- The Notice must still state the amount of rent demanded and the date each amount became due.
- Advise that the tenant, in very specific language that they cannot be evicted for failure to comply with the notice if the tenant delivers a signed declaration of COVID-19-related financial distress to the landlord on or before the notice expires.

15-day Notice to pay rent (Transitional Period)

- Similar notice as Protected Period (15-days, rents due, notice of rights)
- Add new language: Notice must also notify tenant that they must pay an amount of rent that is equal to at least 25% during the transitory period by January 31, 2020.

Notes: Tenants that have received a notice to pay or quit for rents due during the transition time period must also pay an amount of rent that is equal to at least 25% of each rental payment that came due or will come due during this period by January 31, 2021. Should they have made a rental payment of this amount by January 31, 2020 for rents due during the transition period and provided the necessary Declaration, then the tenant may not be evicted for non-payment of rent during the covered period.

Blank Declaration

- All the notices above must also include a blank declaration.
- The language requires tenants sign under penalty of perjury that they were financially impacted by COVID-19.

Notes: recap the notices required in addition to blank declaration.

What happens to the rent owed during Protected Period?

- If the Declaration is returned, landlord may go to small claims court no matter how much rent is owed during the covered period;
- Landlord must wait at least until March 1, 2021.
- Local jurisdictions may have ordinances to extend this period one additional year.

Notes: The landlord may collect the rent through small claims under new Code of Civil Procedure section 116.223, which gives the smalls claims court jurisdiction in any action for recovery of COVID-19 rental debt under the Tenant Act, regardless of the amount demanded. These claims may not be brought prior to March 1, 2021 and is in effect through February 1, 2025.

Courts Could Only Evict Prior to February 1, 2021

1. The tenant was guilty of the UD prior to March 1, 2020;
2. The tenant failed to comply with the requirements of 1179.03 after receiving notice;
3. The tenancy was terminated for an at-fault reason,
4. No fault just cause under 1946.2 (2)(b), other than intent to demolish or substantially remodel, unless it necessary to maintain compliance with certain laws governing the habitability of residential units;
5. The owner entered into a contract or sale with a buyer that intends to occupy the property and certain requirements are satisfied.

Notes: The landlord is also precluded from recovering any COVID-19 rental debt in connection with any award of damages, unless the tenant failed to comply with the requirements under the Tenant Act.