

# End of the California Eviction Moratorium





# How We Got Here

- March 2020 - Executive Order Delaying all Evictions 60 Days
- April 2020 - Judicial Council Freeze on ALL Evictions
- September 2020 - COVID-19 Tenant Relief Act "CTRA" (AB 3088)
  - February 2021 - Extended by SB 91
  - July 2021 - Extended Again by AB 832
- COVID-19 Housing Recovery Act – **NEXT PHASE**

# End of Expanded Just Cause

- CTRA expanded “Just Cause” termination requirements to include *all* residential property in California, including single family residences, condo units, and newly constructed properties
- The Just Cause rules are defined under the Tenant Protection Act (AB 1482), with only minor differences for the CTRA



# End of Expanded Just Cause

- Beginning October 1<sup>st</sup>, the standard exemptions to the “Just Cause” requirements returned
  - Most notably, single family residences and condo units, as well as units constructed in the past 15 years
  - Reminder – For SFRs/Condos, the tenants must have received the notice of exemption (C.A.R. Form RCJC, incorporated into the standard lease form since January 2020)
- Return of the no-fault 60 Day Notice, C.A.R. Form NTT
- “Just Cause” rules will STILL apply to:
  - Properties subject to the Tenant Protection Act (2+ units, more than 15 years old)
  - Properties subject to local just cause ordinances
  - Properties subject to any local temporary COVID “Just Cause” tenant protections



**EXEMPT**



**NOTICE TO PAY COVID TRANSITION PERIOD RENT OR QUIT**  
 (C.A.R. Form PRQ-TP-3, Revised 8/21)  
**FOR RENT DUE BETWEEN SEPTEMBER 1, 2020 AND SEPTEMBER 30, 2021**

To: \_\_\_\_\_ ("Tenant")  
 and any other occupant(s) in possession of the premises located at: \_\_\_\_\_  
 \_\_\_\_\_ (Street Address) \_\_\_\_\_ (Unit/Apartment #)  
 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) ("Premises").  
 Other notice address if different from Premises above: \_\_\_\_\_

**1. Notice to the above-named person(s) and any other occupants of the above-referenced Premises:**  
 WITHIN 15 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to (i) Pay Rent, which is past due (see Paragraph 2), (ii) Vacate the Premises and surrender possession (see Paragraph 3), or (iii) Sign, under penalty of perjury, and deliver to Landlord, the Declaration specified in paragraph 4B below and no later than September 30, 2021, pay Landlord 25% of the amount due. The signed Declaration specified in 4B may be delivered to Landlord in person or by mail at the address in 2D, or, if checked,  by email at the following email address: \_\_\_\_\_

**2. Rent Due and Payment:**  
 NOTE: Do not include any amount which was due more than one year prior to the date of service of this form (without first speaking to legal counsel).  
 A. The total amount of rent which is past due is \$ \_\_\_\_\_  
 B.  The total amount and the date each payment became due is specified in the attached Coronavirus Unpaid Rent Calculation Addendum (C.A.R. Form CURC).  
 C. If applicable, check, money order, draft or instrument, shall be made payable to: \_\_\_\_\_  
 D. Rent shall be delivered to: \_\_\_\_\_ (specific individual)  
 whose phone number is \_\_\_\_\_, at \_\_\_\_\_ (Address)  
 E.  Rent may be delivered in person between the hours of \_\_\_\_\_  
 on the following days: \_\_\_\_\_

**3. Vacate the Premises and surrender possession.**  
 If you do not (i) pay the past due amount or (ii) give up possession by the required time, or (iii) sign and deliver the Declaration specified in paragraph 4 within the time specified in paragraph 1, and pay 25% of the amount due no later than September 30, 2021, and you continue to occupy the Premises, Landlord declares a forfeiture of the lease and a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174). As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to pay your rent.

**4. Declaration of COVID-19 Related Financial Distress:**  
 A. **"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.*

# PRQs and Eviction Proceedings

- CTRA required Landlords to provide a **15-day** notice to pay rent or quit, with a blank declaration of COVID Financial Hardship
- If the Tenant signed and returns the declaration, no eviction can be filed, and tenant had until 9/30 to pay at least 25% of COVID rental debt (Sep 2020 – Sep 2021)
  - If Tenant doesn't make the 25% payment, Landlord may proceed to eviction in compliance with new rules
- This procedure applies for all rent that **became due** between Sep 2020 – Sep 2021, regardless of when notices are served



**NOTICE TO PAY COVID-19 RECOVERY PERIOD RENT OR QUIT  
FOR RESIDENTIAL TENANCIES WITH A TENANT WHO IS A NATURAL PERSON, AND  
RENT IS DUE BETWEEN OCTOBER 1, 2021 AND MARCH 31, 2022**  
(For residential tenancies with a tenant who is a natural person and for rent due  
between September 1, 2020 and September 30, 2021, use form PRQ-TP-3)  
(C.A.R. Form PRQ-CRP, 10/21)

To: \_\_\_\_\_ ("Tenant")  
and any other occupant(s) in possession of the premises located at \_\_\_\_\_ (Street Address)  
\_\_\_\_\_, \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) ("Premises").  
Other notice address if different from Premises above: \_\_\_\_\_

**1. Notice to the above-named person(s) and any other occupants of the above-referenced Premises:**  
WITHIN 3 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are  
required to (I) Pay Rent, which is past due (see paragraph 2), OR (II) Vacate the Premises and surrender possession  
(see paragraph 3).

**Note: For more information about paying rent, see paragraph 4.**

**2. Rent Due and Payment:**  
Do not include any \_\_\_\_\_ more than one year \_\_\_\_\_ of service \_\_\_\_\_

As required by law, you are notified that a \_\_\_\_\_ on your \_\_\_\_\_  
to a credit reporting agency if you fail to pay your rent.

**4. 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](http://housingiskey.com).

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(Owner or Agent)

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(Owner or Agent)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

# PRQs and Eviction Proceedings

## ■ COVID Rental Housing Recovery Act

■ New Special 3-day Notice procedure for October 2021 - March 2022 ("Recovery Period")

■ Landlord can demand full amount of rent due on a 3-day notice to pay rent or quit, BUT:

■ Landlord must first have applied for emergency rental assistance (ERAP)

■ After receiving a 3-day notice, Tenant has 15 business days to complete an ERAP application

■ Requirement to apply for assistance applies to ALL evictions filed between October 2021 – March 2022, no matter when the rent became due.

■ **APPLY HERE** - [Housingiskey.com](http://Housingiskey.com)

# PRQs and Eviction Proceedings

- New 3-day notice will be available. When demanding rent that comes due between October 2021 and March 2022, no more declaration, but tenant must get required advisory.

## **4. 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.**

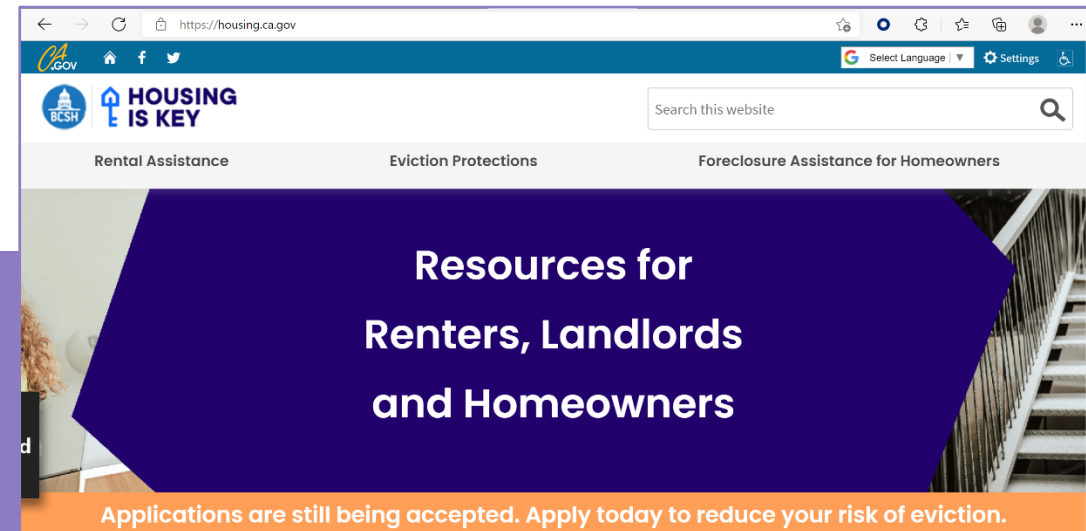
**If you cannot pay the amount demanded in this notice, YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY! It is free and simple to apply. Citizenship or immigration status does not matter.**

**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>.**

# PRQs and Eviction Proceedings

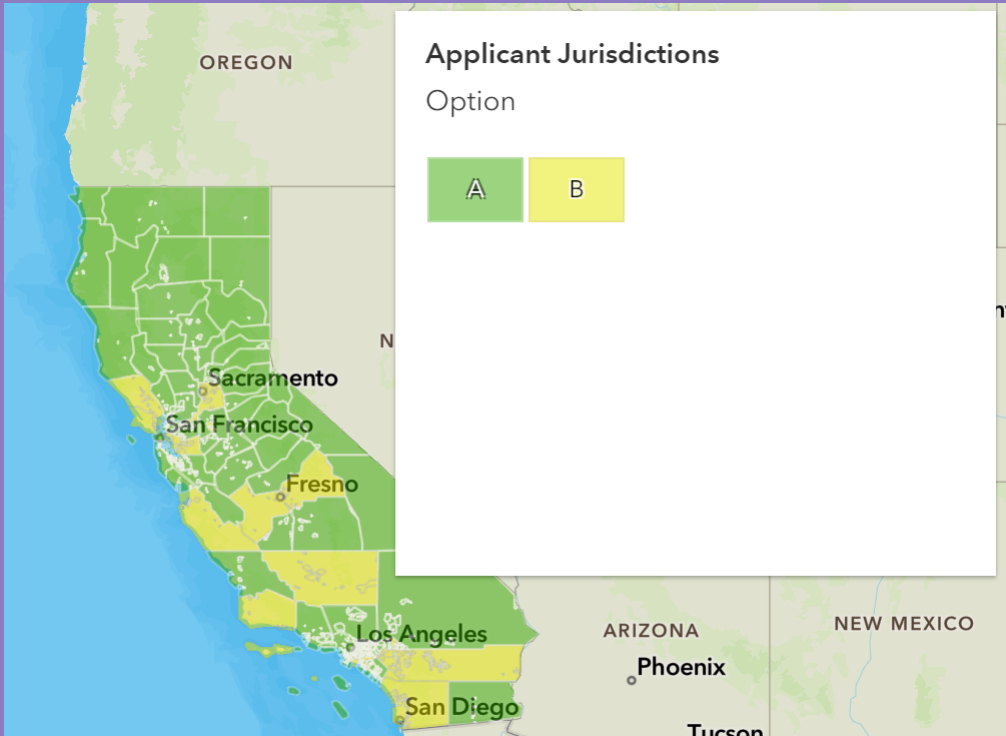
- Eviction lawsuit will only proceed if prior to filing:
  - The landlord has attempted to obtain rental assistance to cover the unpaid rent; and
  - Rental assistance application has been denied  
or
  - After 20 days pass, there is no sign that the tenant will cooperate
- Requires the judge to verify that prior to filing the eviction lawsuit that the landlord attempted to obtain rental assistance and it was denied because:
  - The tenant was not eligible
  - The rental assistance program ran out of money or
  - The tenant would not cooperate with the landlord





# Applying for Rental Assistance

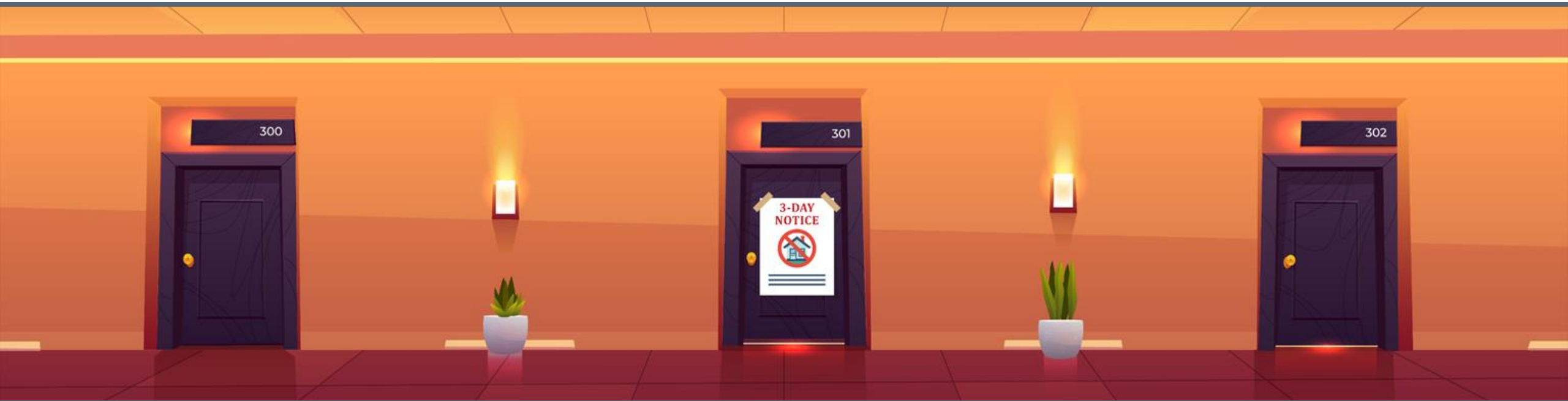
- [HousingIsKey.com](https://www.housingiskey.com)
- Depending on your city or county you can apply there, but it won't be necessary because the California website will direct you to the correct site.



**CA COVID-19  
RENT RELIEF**

# Exclusion for New Tenancies

- For tenancies commencing **on or after** October 1st 2021, landlords do not have to apply for rental assistance before sending the 3-day notice.
- **REMEMBER:**
  - NEW tenancy means ALL occupants are new beginning October 1st or later
  - Property may still be subject to the Tenant Protection Act just cause rules



# Remember to Check Local Rules

- Some Localities Have Extended Protections in Place
- May expand Just Cause rules
- May extend repayment time period



LOS ANGELES COUNTY  
**CONSUMER &  
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SMALL BUSINESS

TENANTS & LANDLORDS

FINANCIAL EMPOWERMENT

MINIMUM WAGE

SMALL CLAIMS

MEDIATION

**About L.A. County's COVID-19 Tenant Protections Resolution**

Beginning **November 1, 2021**, a landlord has the option to bring an action in small claims court to recover COVID-19 rental debt that is more than the normal limits for small claims actions. The purpose of bringing these claims in small claims court is to resolve disputes about COVID-19 rental debt. The small claims court **cannot** determine possession of residential property or evict a tenant from property.

#### What is COVID-19 rental debt?

COVID-19 rental debt means any unpaid rent or any other money owed under a residential lease or residential rental agreement (for example, parking fees or utility payments) that came due between **March 1, 2020, and September 30, 2021**.

#### What is small claims court?

Small claims court is a special court where disputes are resolved quickly and inexpensively. The rules are simple and informal. You may ask a lawyer for advice before you go to court, but you cannot have a lawyer in court.

#### Who are the parties in a small claims case?

- The person who sues is the plaintiff, the **landlord** in these cases. If the landlord is a business, an employee such as a property manager may go to a small claims trial for the landlord (use form [SC-109, Authorization to Appear](#)).
- The person who is sued is the defendant, the **tenant** in these cases. There may be more than one tenant paying rent for a single residence. The landlord may want to name all tenants as defendants.

#### How does a COVID-19 rental debt case start in the small claims court?

The landlord must:

- Complete and file form [SC-500, Plaintiff's Claim and ORDER to Go to Small Claims Court \(COVID-19 Rental Debt\)](#);
- Attach documentation showing the landlord's good-faith efforts to seek rental assistance (examples of documentation include emails, texts, and notes from phone calls); and
- Serve the form on the tenants (see form [SC-100-INFO, Information for the Plaintiff](#)).

#### How does a tenant respond?

A tenant does not need to file any papers before the trial date. Tenants should go to court on the day of trial with evidence about the amount of COVID-19 rental debt owed, if any.

#### What should tenant take to small claims court for a COVID-19 rental debt case?

Both the landlord and the tenant in a small claims action for COVID-19 rental debt can present arguments and evidence about how much money they believe is owed, how much has already been paid, and other factors that can affect the amount of COVID-19 rental debt that must be paid.

The parties should bring the rental agreement, any rental receipts, and any other receipts or other documents that show the following:

- The **amounts** of COVID-19 rental debt owed and the **dates** on which each amount came due. Remember that COVID-19 rental debt means rent and other financial obligations that came due between **March 1, 2020, and September 30, 2021**.
- Any amounts that the tenant **paid** toward the rent or other financial obligations and the **dates of payment**.
- Any other amounts of rent or other obligations that were paid through rental assistance programs or other third parties on behalf of the tenant.
- Any evidence of conditions affecting the residence, such as items needing repair.
- Any evidence to support arguments made to determine the amount of money owed.

Page 2 of this information sheet provides a list of some of the arguments that landlords and tenants can make to help the court determine the amount of COVID-19 rental debt that is owed.

#### Can you bring a witness to small claims court?

Both the landlord and the tenant may bring witnesses to the trial who can tell the court what they know about the COVID-19 rental debt, the condition of the home, and agreements between the landlord and the tenant about the need for repairs and payment for repairs.

# Small Claims Recovery

- November 1, 2021 small claims actions resume
- Available for all unpaid COVID-period rent (March 1, 2020-Sept. 20, 2021), regardless of amount
- General restrictions on amount (\$10,000 indiv; \$5,000 corp) or number of small claims actions (two) **DO NOT APPLY!**
- Must use court form SC-500 and SC-109 if property manager is appearing on behalf of owner
- Must prove rental assistance was sought (emails, texts, notes)
- Tenant must be credited with any amount received from such assistance actually paid to landlord
- These special small claims exemptions expire Oct 1, 2025 and local rules may still apply

# Additional Resources

- California Rental Assistance Website: <https://HousingIsKey.com>
- Summary of New Procedures:  
<https://www.car.org/aboutus/mediacenter/news/EvictionMoratoriumEnd>
- Legal Q&A on the Rent Moratorium and the COVID Housing Recovery Act:  
<https://www.car.org/riskmanagement/qa/landlord-tenant-folder/RentMoratoriumExtension>
- Small Claims Process:
  - <https://www.courts.ca.gov/documents/sc500info.pdf>
  - <https://www.courts.ca.gov/documents/sc109.pdf>