

| CALIFORNIA STATE ORDERS | | | | | |
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| <p>Statewide Residential Eviction Moratorium: https://www.gov.ca.gov/wp-content/uploads/2020/03/3.27.20-EO-N-37-20.pdf</p> <p>California Shelter in Place Order: https://covid19.ca.gov/img/Executive-Order-N-33-20.pdf</p> <p>California Exempt Workers: https://covid19.ca.gov/img/EssentialCriticalInfrastructureWorkers.pdf</p> | | | | | |
| COUNTY | EVICTIION MORATORIUM/RENT DEFERRAL ACTIONS | TIME PERIODS IN EFFECT | CITY | EVICTIION MORATORIUM/RENT DEFERRAL ACTIONS | TIME PERIODS IN EFFECT |
| Alameda | <p>Applies to only unincorporated parts of Alameda County.</p> <p>Residential: Tenants or homeowners are exempted from eviction for failure to pay rent during the applicable period. Violation of the ordinance is an affirmative defense. Landlords must provide specific notice to tenants and affected tenants must provide documentation to landlords or lenders within 15 days following receipt of notice of failure to pay rent.</p> <p>http://www.acgov.org/board/bos_calendar/documents/DocsAgendaReg_03_24_20/GENERAL%20ADMINISTRATION/Regular%20Calendar/CDA_293014.pdf</p> <p>Commercial: None</p> | March 24, 2020 through April 23, 2020 | Alameda | <p>Residential: Established affirmative defense for eviction of residential tenants for non-payment of rent resulting from COVID-19, for notice to quit or pay rent served on or after March 1, 2020.</p> <p>Tenant must demonstrate that it or the tenant's household has suffered a Substantial Loss of Income, or that the tenant is sick with COVID-19 or caring for a household or family member who is sick with COVID-19.</p> <p>"Substantial Loss of Income" means (1) a reduction of 20% or more of monthly gross pay, compared to tenant's average gross monthly pay during 2019; (2) extraordinary out-of-pocket medical expenses; or (3) extraordinary child care needs arising from closures relating to or resulting from COVID-19.</p> <p>https://static1.squarespace.com/static/56df370d22482e5c7f09022f/t/5e729cf96aca420d277050da/1584569614716/Ordinance+3268.pdf</p> <p>Commercial: None</p> | March 17, 2020 - May 16, 2020 |
| Contra Costa | <p>Residential: None</p> <p>Commercial: None</p> | | Anaheim | <p>Residential and Commercial: Landlords cannot evict a tenant for nonpayment of rent if tenant demonstrates an inability to pay rent due to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions. Tenant must notify the landlord in writing before the day rent is due that tenant has a covered reasonf or delayed payment, provide landlord with verifiable documentation to support the claim, and pay the portion of rent that tenant is able to pay. Tenant has up to 90 days after the expiration of the ordinance to pay unpaid rent.</p> <p>https://www.aoc.com/uploads/7/8/1/2/78124158/anaheim_covid-19_eviction_moratorium.pdf</p> | March 24, 2020-April 30, 2020 |
| Los Angeles | <p>Applies to only unincorporated parts of Los Angeles County.</p> <p>Residential and Commercial: Tenants cannot be evicted for: (1) nonpayment of rent, late charges, or any other fees accrued if tenant demonstrates an inability to pay due to financial impacts related to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions, and tenant provided notice to landlord within 7 days ater the date that rent was due; or (2) reasons amounting to a no-fault eviction under County Code, unless necessary for health and safety reasons. Tenants have up to six months following termination of the Executive Order to pay landlord any back-due rent.</p> <p>https://kathrynbarger.lacounty.gov/wp-content/uploads/2020/03/19032020HP_MFP_M577143825.pdf</p> | March 4, 2020 - May 31, 2020 | Baldwin Park | <p>Residential: Tenants may not be evicted for: (1) nonpayment of rent if tenant demonstrates inability to pay related to COVID-19, or (2) no-fault eviction unless necessary for the health and safety of tenants, neighbors or the landlord. Tenants must notify landlord in writing of inability to pay rent.</p> <p>Commercial: None</p> <p>https://www.baldwinpark.com/online-documents/press-releases/2020/2093-city-of-baldwin-park-eviction-news-release/file</p> | March 17, 2020 (indefinitely until end of local emergency) |

| COUNTY | EVICTON MORATORIUM/RENT DEFERRAL ACTIONS | TIME PERIODS IN EFFECT | CITY | EVICTON MORATORIUM/RENT DEFERRAL ACTIONS | TIME PERIODS IN EFFECT |
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| Napa | Residential: None Commercial: None | | Berkeley | Residential and Commercial: No eviction action may be taken against a tenant for non-payment of rent so long as a landlord has notice of a tenant's inability to pay. Notice of an inability to pay is satisfied upon written notice from tenant, along with documentation, that tenant cannot pay all or portion of the then due rent due to a substantial loss in income resulting from COVID-19 or any government response thereto. If tenant does not notify landlord and landlord begins an eviction proceeding, the landlord must provide notice to the tenant and tenant shall have at least three days, excluding weekends and holidays, to provide landlord with notice and documentation of its inability to pay the due and owing rent. A tenant failure to notify a landlord will not prevent tenant from asserting the COVID-19 defense in an unlawful detainer action. Upon expiration of the local emergency, landlords may seek to collect back rent. No guidance was provided if tenants will be able to have any cure period following the expiration of the local emergency https://www.cityofberkeley.info/Clerk/City_Council/2020/03_Mar/City_Council_03-17-2020_-_Special_Meeting_Agenda(COVID-19).aspx | March 17, 2020 (indefinitely until end of local emergency) |
| Marin | Applies to both incorporated and unincorporated parts of Marin County. Residential and Commercial: No eviction action may be taken against a tenant provided that the tenant has given notice to a landlord within 30 days of a then-due rent payment that it cannot pay rent as a result of COVID-19. Within 7 days following written notice from tenant to landlord, tenant shall provide the landlord with documentation showing why it is unable to pay rent. Upon receipt of notice, landlords may not seek an eviction order for a failure to pay rent. Other defaults, however, are exempted. http://marin.granicus.com/DocumentViewer.php?file=marin_a45dbad764e028b3b51ba9aa1f150053.pdf | March 24, 2020 - May 31, 2020 | Beverly Hills | Residential and Commercial: Tenants may not be evicted for: (1) nonpayment of rent if the tenant demonstrates an inability to pay due to the financial impacts related to COVID-19; or (2) no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord. Tenants must provide landlord written notice within 30 days after the rent due date of tenant's inability to pay and documentation supporting the claim. Tenants have up to 6 months after expiration of the local emergency to pay unpaid rent. http://www.beverlyhills.org/cbhfiles/storage/files/296826135501737712/Ordinance20-O-2805revised.PDF | March 17, 2020 (indefinitely until end of local emergency) |
| San Mateo | Applies to incorporated and unincorporated areas of San Mateo County. Residential: There shall have a moratorium on evictions through May 31, 2020 for non-payment of rent. Before completing any action, landlords must notify tenants using a form designed by the County specifying how much rent is owed, that rent is due unless tenant qualifies for an exemption and if tenant qualifies, and that tenant must notify and demonstrate to landlord within 14 days following receipt of landlord's notice that it cannot pay due to COVID-19 related difficulties. Upon the termination of the emergency order (May 31 or sooner if declared by the County), tenants shall have 90 days to repay any back due rent, except that if they still cannot pay at that time, tenants can provide additional notice and documentation to landlords to further extend the deadline by 30 days provided that the maximum amount of time to repay any back due rent is 180 days following the termination of the Order. If any action is begun to evict for non-payment by a landlord, upon receipt of notice and documentation from tenant, the action must stop until the end of the repayment period. https://sanmateocounty.legistar.com/LegislationDetail.aspx?ID=4400070&GUID=4F6ADDC2-E4C2-43C4-AC0F-7A19CECD1325 Commercial: None | March 24, 2020 - May 31, 2020 | Burbank | Residential and Commercial: No eviction of residential or commercial tenant if basis is nonpayment of rent or foreclosure arising from substantial decrease in income or substantial out-of-pocket medical expenses and such decrease in income or out-of-pocket medical expenses was caused by COVID-19 or any government response to COVID-19, and is documented. Tenants have up to six months after expiration of the local emergency to repay back due rent. Tenants may use the protections as an affirmative defense in a UD action. https://burbank.granicus.com/MetaViewer.php?view_id=42&clip_id=8995&meta_id=366200 | March 17, 2020 - April 30, 2020, unless extended. |

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| San Francisco | <p>Residential: No eviction of tenants if: (1) rent payment was due on or after March 13, 2020; and (2) residential tenant has provided notice to landlord within 30 days after the rent due date of tenant's inability to pay due to financial impacts of COVID-19. Within one week of notifying landlord of tenant's inability to pay, tenant must provide documentation or other verifiable information supporting tenant's claim. Tenants have up to six months after expiration of the Order to repay back-due rent. Landlord may request documentation of tenant's ongoing inability to pay, and the tenant shall pay if able to do so, but tenant's failure to timely respond to a follow-up request for documentation will not invalidate the six-month extension period. There is also a moratorium on attempts to recover possession from tenants if the effective date of the notice of termination falls within 60 days after the date the Order expires or is terminated.</p> <p>https://www.sftu.org/wp-content/uploads/2020/03/SupplementalDeclaration2_03132020_stamped.pdf https://www.sftu.org/wp-content/uploads/2020/03/032320_FifthSupplement.pdf</p> <p>Commercial: Commercial tenants with less than \$25MM in 2019 gross receipts that cannot make a rent payment due on or after March 17, 2020, may not be evicted without landlord providing notice and opportunity to cure. Landlord's notice must specify a cure period of at least one month, but the Mayor encourages landlords to offer a longer cure period. Upon receipt of notice, Tenants will have the cure period to either: (1) pay the rent; or (2) provide documentation showing tenant's inability to pay due to a financial impact related to COVID-19. If tenant still cannot pay and provides additional notice and documentation to landlord, the cure period will be extended by one month to discuss a payment plan. If parties cannot agree to a payment plan, then tenant shall, prior to the expiration of the cure period: (a) pay the rent that is due, or (b) provide additional documentation of its continued inability to pay rent due to COVID-19, in which case the cure period will be extended by one month. Additional notices and extensions may continue for up to six months after the date the rent was originally due.</p> <p>https://sfmayor.org/sites/default/files/Supplement_v4_03182020_Stamped.pdf</p> | <p>Residential: March 13, 2020 until the sooner of 30 days thereafter, the termination of the Proclamation of Local Emergency, or upon further Order from the Mayor. The mayor may extend the Order by an additional 30 days.</p> <p>Commercial: March 17, 2020 until the sooner of 30 days thereafter, the termination of the Proclamation of Local Emergency, or upon further Order from the Mayor. The mayor may extend the Order by an additional 30 days</p> | Camarillo | <p>Residential and Commercial: Tenants may not be evicted for nonpayment of rent if tenant demonstrates an inability to pay rent due to Financial Impacts related to COVID-19. "Financial Impacts" include substantial decrease in income, or substantial out-of-pocket medical expenses caused by the COVID-19 pandemic, or any government response to COVID-19, and is documented. Tenant must notify landlord in writing and provide documentation of inability to pay within 30 days after rent due date. The order does not restrict landlord's ability to recover rent due.</p> <p>https://www.cityofcamarillo.org/City%20Manager/Trending/3-18-20%20EOC%20Director%20Order%20No.%2020-2%20Staying%20Evictions.pdf</p> | March 18, 2020 - May 31, 2020 |
| Santa Clara | <p>Applies to all incorporated and unincorporated areas in Santa Clara County.</p> <p>Residential: any tenant in Santa Clara County who can demonstrate that they have received a notice of eviction or similar action for failure to pay rent, and that such a failure is related to a substantial loss of income or substantial out-of-pocket medical expenses resulting from the 2020 COVID-19 pandemic or any local, State, or federal government response to the pandemic. The moratorium applies for eviction actions resulting from both rent failure and any no-fault cause as defined in CA Civ. §1946.2(b)(2)</p> <p>Commercial: Same moratorium as residential, but to be "commercial real property", the real estate must be used for business purposes and the business must meet the definition of a small business <u>in its industry</u> as defined by the US Small Business Association.</p> <p>Both: Upon expiration of Order, tenants have 120 days to pay back rent.</p> <p>https://www.mv-voice.com/news/reports/1585085000.pdf</p> | March 24 through May 31, 2020 | Culver City | <p>Residential: Tenant may not be evicted during the local emergency period if tenant shows an inability to pay rent due to circumstances related to COVID-19; provided, however, that tenants may be evicted where such eviction is necessary to address an imminent and objectively verifiable threat to health and safety of a member of tenant's household, residents of the rental property, or to the landlord or landlord's employees. Tenants have up to 6 months after expiration of the local emergency period to pay unpaid rent. Landlords may not charge or collect late charges or fees when rent is delayed for: (1) loss of income due to COVID-19 related workplace closure; (2) child care expenses due to school closures; (3) health care expenses related to being ill with COVID-19; (4) expenses or loss of income due to caring for a member of tenant's household ill with COVID-19; or (5) reasonable expenditures stemming from government-ordered emergency measures.</p> <p>https://www.culvercity.org/live/home-property/housing-services/interim-rent-control-measures</p> | March 16, 2020 - April 19, 2020 |
| Santa Cruz | <p>This ordinance only applies to unincorporated parts of Santa Cruz County.</p> <p>Residential and Commercial: No eviction action may be taken against a tenant for non-payment of rent provided that the tenant can provide objectively verifiable proof that it has suffered a substantial loss of income or out-of-pocket medial expenses as a result of COVID-19. There is no notice requirement from either the landlord or tenant, so this appears to be an affirmative defense to any potential eviction action taken by a landlord for non-payment of rent.</p> | March 24, 2020 - May 31, 2020 | Davis | <p>Residential: Landlord cannot evict tenant who provides written notice to landlord of inability to pay rent due to loss of income and financial impacts due to COVID-19 within 10 days after rent due date. Tenants must provide documentation of COVID-19 financial impacts within 30 days after the rent due date. Landlords cannot initiate a no-fault eviction unless immediately necessary because of a hazardous condition (not including any condition related to COVID-19). Tenant must pay the portion of rent that the tenant is able to pay, and tenant must repay back rent within six months after the expiration of the local emergency.</p> <p>Commercial: Landlord cannot evict tenant who provides written notice to landlord of inability to pay rent due to loss of income and financial impacts due to COVID-19 within 10 days after rent due date. Tenants must provide documentation of COVID-19 financial impacts within 30 days after the rent due date. Tenant must pay the portion of rent that the tenant is able to pay, and tenant must repay back rent within six months after the expiration of the local emergency.</p> <p>https://www.cityofdavis.org/city-hall/emergency-information/covid-19-novel-coronavirus-information</p> | March 25, 2020 (indefinitely until the end of the emergency period). |

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| Solano | Residential: None Commercial: None | | Fresno | Residential: No tenant may be evicted due to loss of income related to business closure, loss of hours or wages, layoffs, or out-of-pocket medical costs caused by COVID-19. Tenant must notify landlord of inability to pay rent and provide documentation within one week of tenant's notice to landlord. Tenants have up to six months after termination of the emergency declaration to repay back-due rent. Commercial: No tenant may be evicted for nonpayment of rent for tenants whose businesses are closed to prevent or reduce the spread of COVID-19. Tenant must notify landlord of inability to pay rent and provide documentation within one week of tenant's notice to landlord. Tenants have up to six months after termination of the emergency declaration to repay back-due rent. https://www.fresno.gov/wp-content/uploads/2020/03/Ord-2020-010-Adding-Section-2-514-to-the-Municipal-Code-Regarding-COVID-19-Pandemic-Emergency.pdf | March 19, 2020 - April 18, 2020, but may be extended by City Council for additional 30 day periods as long as the City's declaration of local emergency is in effect. |
| Sonoma | Applies to all incorporated and unincorporated areas in Sonoma County. Residential: Ordinance provides tenants with an affirmative defense to any landlord eviction. No landlord may pursue an eviction action during the emergency period and for 60 days thereafter so long as a tenant can demonstrate that it has suffered substantial loss of income or substantial out-of-pocket medical costs resulting from COVID-19. A tenant must be able to provide proof of its inability to pay rent via documentation or other objectively verifiable means. Following the termination of the emergency period (set for June 2, 2020), tenants shall have 60 days to repay back rent. https://sonoma-county.legistar.com/LegislationDetail.aspx?ID=4400248&GUID=A163D704-E675-401E-B3CB-FDAA3D9F69E6&Options&Search Commercial: None | March 24, 2020 - June 2, 2020 | Glendale | Residential and Commercial: Landlords may not file unlawful detainer action against a tenant if the tenant shows an inability to pay rent due to COVID-19. Tenants have up to six months after the expiration of the local emergency to repay back-due rent. https://www.glendaleca.gov/home/showdocument?id=55437 | March 18, 2020 (indefinitely until end of local emergency period) |
| | | | Inglewood | Residential: No tenant may be evicted for non-payment of rent due to any financial impact related to COVID-19. Tenants must notify landlord in writing of inability to pay rent and provide documentary proof to that effect. The order also provides for a moratorium on no-fault just cause evictions. Commercial: None https://www.cityofinglewood.org/DocumentCenter/View/14118/Executed-Copy---Emergency-Ordinance-COVID19 | March 17, 2020 - May 1, 2020 |
| | | | Los Angeles | Residential and Commercial: Tenant may not be evicted if it shows an inability to pay rent due to circumstances related to the COVID-19 pandemic. The order also prohibits no-fault evictions of residential tenants if any member of the household is ill, in isolation, or under quarantine. Residential tenants have up to 6 months after expiration of the local emergency period to repay back due rent. Commercial tenants have 3 months after expiration of the local emergency period to repay back due rent. https://www.lamayor.org/sites/g/files/wph446/f/page/file/March232020OrderEllisalcoholparking_0.pdf | Residential: March 15, 2020 - April 19, 2020 Commercial: March 17, 2020 - April 19, 2020 |
| | | | Napa | Residential: None Commercial: None | |

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|--------|--|------------------------|-----------|---|--|
| | | | Oakland | <p>Residential: Landlords may not seek evictions of any residential tenant, unless for health and safety reasons, during the period of local emergency. To the extent Landlord pursues an action, it must state on the notice the following in bold, underlined 12-point font: <u>Except to protect the health and safety of other occupants of the property, you may not be evicted during the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic. This does not relieve you of the obligation to pay back rent in the future. You may contact the Rent Adjustment Program at (510) 238-3721 for additional information and referrals.</u> No rent increases above the CPI Adjustment Factor are permitted unless necessary for a landlord to receive a "fair return." If a tenant cannot pay rent as a result of COVID-19 reasons, including getting sick, complying with a self-quarantine, or a substantial loss in income, no late fees may be assessed and tenant may assert such reasons as an absolute defense to any eviction action taken following the expiration of the Order as a result of non-payment of rent during the local emergency.</p> <p>Commercial: Tenants are granted an absolute defense against an unlawful detainer action based on non-payment of rent if a qualifying tenant's failure to pay rent during the local emergency was a result of a substantial decrease in income due to COVID-19. Landlords may commence actions if they so choose, provided they follow the requirement set below. A qualified commercial tenant shall be a non-profit organization or "small business" as defined in the Ca. Gov. Code §14837(d)(1)(a), which requires that (a) the business and any affiliate be less than 100 total employees, (b) not be dominant in its industry, (c) the principal office and officers are domiciled in California, and (d) average gross receipts for the prior three years are less than \$15 million. A landlord must provide notice to a tenant with the following language in bold, underlined 12-point font: <u>If you are a small business as defined by Government Code 14837(d)(1)(a) or a non-profit organization, you may not be evicted for failure to pay rent if the failure was due to a substantial decrease in income caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented. This does not relieve you of the obligation to pay back rent in the future.</u> Late fees, however, are permitted to be charged to qualifying tenants. Additionally, the City encourages landlords to work with local agencies to provide assistance to qualifying tenants and that the City may pass guidance on when tenants may repay back rent.</p> <p>We note that the language here is unclear about what rent is being deferred for commercial tenants. The language specifies that it shall apply to rent "during the local emergency" but that the ordinance shall remain in effect through May 31, 2020. It is ambiguous as to what rent is deferred if local emergency is deemed over prior to May 31, 2020.</p> <p>https://oakland.legistar.com/LegislationDetail.aspx?ID=4406542&GUID=EAf35294-F356-4895-A87A-0C1B9CE4D0C3&Options=&Search=</p> | March 27, 2020 - May 31, 2020 |
| | | | Palo Alto | <p>Residential: No eviction action may be taken against a tenant for non-payment of rent so long as a landlord has notice of a tenant's inability to pay. Notice of an inability to pay is satisfied upon written notice from tenant, along with documentation, that tenant cannot pay all or portion of the then due rent due to a substantial loss in income resulting from COVID-19 or any government response thereto. If tenant does not notify landlord and landlord begins an eviction proceeding, the landlord must provide notice to the tenant and tenant shall have at least three days, excluding weekends and holidays, to provide landlord with notice and documentation of its inability to pay the due and owing rent. A tenant failure to notify a landlord will not prevent tenant from asserting the COVID-19 defense in an unlawful detainer action. Upon expiration of the local emergency, landlords may seek to collect back rent. Tenants shall thereafter have up to 120 days to repay any unpaid rent.</p> <p>Commercial: None</p> <p>https://www.cityofpaloalto.org/civicax/filebank/blobdload.aspx?t=64347.18&BlobID=75852</p> | March 24, 2020 (indefinitely until end of local emergency) |
| | | | Pasadena | <p>Residential: Landlords shall not evict a tenant for: (1) nonpayment of rent if tenant is unable to pay due to financial impacts of COVID-19; or (2) a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord. Tenant must notify landlord in writing within 30 days after the rent due date of its inability to pay and provide documentation to support the claim. Tenants have up to six months after expiration of the local emergency to pay unpaid rent, and landlords may not charge late or collection fees.</p> <p>Commercial: Landlords shall not evict a tenant for nonpayment of rent if tenant is unable to pay due to financial impacts of COVID-19. Tenant must notify landlord in writing within 30 days after the rent due date of its inability to pay and provide documentation to support the claim. Tenants have up to six months after expiration of the local emergency to pay unpaid rent, and landlords may not charge late or collection fees.</p> <p>http://ww2.cityofpasadena.net/councilagendas/2020%20Agendas/Mar_17_20/AR%205%20ORDINANCE.pdf</p> | March 17, 2020 (indefinitely until end of local emergency) |

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|--------|--|------------------------|---------------------|--|--|
| | | | Sacramento | <p>Residential and Commercial: Landlord cannot evict a tenant for nonpayment of rent if the tenant demonstrates an inability to pay rent due to COVID-19. Tenant must notify landlord in writing before the rent due date that tenant has a covered reason for delayed payment, and provide documentation supporting tenant's claim. Tenant must pay the portion of rent that it is able to pay. Tenants have up to 120 days after expiration of the Governor's Executive Order N-28-20, including any extensions, to pay unpaid rent.</p> <p>http://www.cityofsacramento.org/-/media/Corporate/Files/CDD/Code-Compliance/Programs/SUPPLEMENTALMATERIALItem02OrdinanceReTemporaryMoratoriumonEvictionsPDF1080KBUpdated03162020615pm.pdf?la=en</p> <p>http://www.cityofsacramento.org/Community-Development/Code-Compliance/Tenant-Protection-Program</p> | March 17, 2020 until the expiration of the Governor's Executive Order N-28-20, including any extensions. |
| | | | San Jose | <p>Residential: No eviction action may be taken against a tenant unless a landlord has provided appropriate notice to tenant and tenant has failed to show that it is an Affected Tenant. Landlords must also send their notice to the City within 3 days following delivery to the tenant. Any landlord notice must comply with California Civ. Code §1946.1 and California Civ. Pro. Code §1161 and notify tenant of the moratorium. An Affected Tenant shall have the entire statutory period prior to the expiration of landlord's notice to notify the landlord it qualifies for the moratorium with objectively verifiable proof.</p> <p>An Affected Tenant is defined as a tenant who has suffered a substantial loss of income through their employment. We note that the language here is unclear as to whether nor not medical costs are considered sufficient grounds to qualify as even if someone is sick, so long as they are still being paid, they will not have suffered a loss of income through their employment.</p> <p>https://www.sanjoseca.gov/home/showdocument?id=55723</p> <p>Commercial: None</p> | Residential: March 17, 2020 - May 16, 2020 |
| | | | San Mateo | <p>Residential: None</p> <p>Commercial: No eviction action may be taken against a small business for non-payment of rent so long as a landlord has notice of the small business' inability to pay. Notice of an inability to pay is satisfied upon written notice from the tenant along with documentation, that tenant cannot pay all or portion of the then due rent due to a substantial loss in income resulting from COVID-19 or any government response thereto so long as such notice is given to a landlord within 14 days of when a rent payment is scheduled to be due. If tenant does not notify landlord and landlord begins an eviction proceeding, the landlord must provide notice to the tenant and tenant shall have at least three days, excluding weekends and holidays, to provide landlord with notice and documentation of its inability to pay the due and owing rent. A tenant failure to notify a landlord will not prevent tenant from asserting the COVID-19 defense in an unlawful detainer action. Upon expiration of the local emergency, landlords may seek to collect back rent. Tenants shall thereafter have 6 months to repay any unpaid rent.</p> <p>https://www.cityofsanmateo.org/3971/Agendas-Minutes-Public-Meeting-Portal (Located in 3/23 City Council Meeting packet. Residential ordinance not approved)</p> | March 23, 2020 (indefinitely until end of local emergency) |
| | | | San Rafael | <p>Residential: None</p> <p>Commercial: None</p> | |
| | | | Santa Rosa | <p>Residential: None</p> <p>Commercial: None</p> | |
| | | | Santa Monica | <p>Residential and Commercial: Landlord may not evict tenant for: (1) nonpayment of rent if the tenant demonstrates inability to pay due to financial impacts of COVID-19; or (2) a no-fault eviction if any member of the household is sick, in isolation, or under quarantine. Tenant must notify landlord in writing within 30 days after rent due date of inability to pay and provide documentation supporting the claim. Tenant has up to six months after expiration of the local emergency to pay the back-due rent. Landlords may not charge late fees on such back-due rent.</p> <p>https://www.santamonica.gov/coronavirus-emergencyorders#evictions</p> | March 19, 2020 - May 31, 2020 |