

## CALIFORNIA ADOPTS ORDER TO LIMIT EVICTIONS

by Cameron L. Hess

**UPDATE: EFFECTIVE March 27, 2020, GOVERNOR NEWSOM ISSUED EXECUTIVE ORDER NO 37-20. FOR ANY EVICTION PROCEEDING, THE DEFENDANT'S DUTY TO RESPOND WITHIN 5-DAYS UNDER CCP 1137 MAY BE EXTENDED AN ADDITIONAL 60 DAYS IF THE TENANT MEETS CERTAIN CONDITIONS.**

Governor Newsom's March 16, 2020, Executive Order N-28-20 has had a major chilling effect on landlords and the right to evict non-paying tenants. Accordingly, it is important for owners and property managers to know exactly how this Order will affect them. While this article focuses on residential tenants, many provisions may apply to commercial tenants in communities that have extended the Order to protect them as well.

### Overview

Under the Order, cities and counties may enact local ordinances that prevent the eviction of certain residential and commercial tenants who fail to pay rent. This Order is effective for rent due from March 16, 2020 through May 31, 2020, unless otherwise extended by the Governor. Under the Order, a local jurisdiction may require a landlord to accept late rent and to not undertake to evict, where the tenant is unable to pay rent due to financial hardship caused by COVID-19.

While the Order is clear that it does not relieve tenants from the obligation to pay rent, nor restrict the landlord's right to demand rent, the obvious question is when may a landlord actually enforce collection of rent? Local jurisdictions that have already enacted legislation vary with that answer, and often in ways that provide little clarity. Also, communities are moving forward quickly, either to review whether to adopt, or amend and expand coverage.

Basis for Rent Deferral. What all local ordinances and local orders share in common is that, under the Order, a city or county may only impose limitations on evictions when:

- (i) The basis of the eviction is nonpayment of rent or a foreclosure, arising out of a substantial decrease in household or business income (including but not limited to) a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand.), or substantial out of pocket medical expenses; and
- (ii) The decrease in household or business income or the out of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

What this means is that a tenant may only defer rent where there is a financial hardship and it is in connection with the COVID-19 pandemic. For example, a tenant who lost employment in January, unrelated to COVID-19, would apparently not be eligible to request a deferral. Second, the tenant absolutely must inform the landlord, and provide documentation to substantiate the claim that they cannot pay rent due to Covid-19. Accordingly:

- The landlord may and should require documentation of an actual hardship;
- The landlord may and should require proof that the hardship is in connection with Covid-19.

If the tenant does not provide adequate documentation as to both of these requirements, then the tenant is not protected under the Order. The Order (and the ordinance) will not apply.

City/County “No Eviction” Ordinances. While many cities and counties are quickly adopting “no eviction” ordinances, not all have adopted the same policies; some have decided to not take any action. Attached to this article is a summary of the status of many cities and counties, but it should not be considered to be complete. In addition to other jurisdictions, the summary is not intended to be a complete statement of the law. Where “commercial” is not noted, one should double check. With 58 counties and hundreds of cities, their status is changing very quickly.

In a survey of existing new ordinances, it should be noted that many, but not all, provide that there may be a six-month payment period after the end of the emergency. In Sacramento, for example, the period is 120 days after the end of the state emergency. None of these provisions specify that a tenant can wait until the end of the period to pay all of his or her back due rent, and therefore a payment plan is recommended to be entered into to cover unpaid rents. Some local ordinances forbid penalties or other charges. It is unclear whether courts will enforce late fees, where the local ordinance is silent, and therefore, it is possible that the courts may rule inconsistently. On the other hand, the imposition of interest charges for deferral of rent may have a somewhat better chance of being approved by the courts.

In addition, it is critical to comply with any required notices to the tenants, and to meet any other requirements locally imposed. Failure to comply could result in substantial misdemeanor penalties for failing to meet local ordinances. For example, San Jose requires specific notices be provided to all tenants with respect to Covid-19.

Addressing Evictions Commercial. While to-date, very few counties and cities have adopted ordinances or orders that limit commercial evictions, those whom have done so include several large communities, including: Fresno, Glendale, Burbank, Pasadena, Los Angeles (City), Sacramento (City), San Diego (City and County) and San Francisco. Other smaller communities have adopted or may be currently considering adopting commercial eviction limitations.

These commercial eviction limitations seem to follow procedures similar to those to residential; however, the criteria for making a request either matches residential or focuses on closure or loss of profits due to Covid-19 pandemic. It is very important to understand what to do. In

many cases, regardless of local laws, to make a payment arrangement that is in the best interests of both the tenant and landlord.

Dealing with the Order and Local Ordinances. Because of the variances in the local ordinances, it is important to know the applicable one and to follow its specific requirements. While some portions may be similar between communities, they are not all the same.

### **By When Must a Tenant Ask for a Rent Accommodation.**

Where a local ordinance or resolution applies, many but not all provide a deadline for a rent accommodation request. Some provide that it must be requested before rent is due. Others allow up to 30-days after the rent is due to request an accommodation. With respect to providing an accommodation, several communities put the burden on the landlord to inform the tenant of his or her right to request an accommodation.

Because of these variances, we recommend that owners and property managers closely follow the ordinance where a time line or other requirement is given.

### **How Much Must a Tenant Pay?**

The amount that a tenant must pay is usually not specified. Landlords should review each tenant on a case-by-case basis; however, if the tenant does not comply, there is a risk to trying to evict a tenant before the end of the emergency period, and, accordingly, in every instance, including failure to meet a payment plan, there should be a reasonable attempt to make an alternative payment arrangement if the failure occurs prior to the end of the state emergency period (or the period covered by the jurisdiction, if shorter.) Sacramento County took the unusual step of stating its position without regard to how much a tenant has in assets or earnings, to provide the following example:

*For example, if the tenant owes \$1,500 in rent and the tenant suffered a \$500 wage loss in March, the tenant would pay the landlord \$1,000 for April rent. (FINAL-FAQ-TEMPORARY-MORATORIUM-ON-TENANT-EVICTIONS-DUE-TO-COVID-MAR-25-2020.pdf)*

Because this does not account for the tenant's actual ability to pay, we do not believe that this is the correct analysis of the Order or the ordinance. We recommend that owners/property managers set clear guidelines, and expect to document any revised work-outs in the tenant's files. Given that the law is novel, we cannot say what position that any of the courts will take.

### **May a 3-day Notice be Served?**

Some local ordinances prohibit the issuance of a 3-day notice for non-payment; others do not. Whether or not it so states, it is important to check with any county or city guidance to see if they have stated a position. The difficulty in this situation is a "Catch 22" wherein if a tenant fails to rent, a 3-day notice may be the only means by which to get the tenant's attention. While a city without an ordinance or resolution means that a 3-day notice may be issued, as recently seen in Elk Grove, the issuance of such notice may cause city counsel or a county board that has rejected adopting policies to reconvene and respond to "set an example".

Accordingly, whether or not a tenant pays, one possible strategy would be to give notice to the tenant of the applicable law, and their right to pay over-time. Obviously, this is a matter of discretion, and unless required to by ordinance, notice need not be given. It may also make sense if a Tenant has missed a deadline, to give them notice of that as well, and advise them that if they do not meet to arrange a payment plan within "x"-business days, then a 3-day notice will be issued. By providing notice, a landlord can document to the court that notice of the tenant's options was given or that tenant failed to meet the law, and that the tenant failed to respond. That may assist with the eviction process in getting a more favorable determination.

### **May an Unlawful Detainer Action be Filed?**

Again, this depends on the jurisdiction and local ordinance.

Regardless of what each jurisdiction states, it is also important to know what is happening with state courts. Most county superior courts are postponing hearings on evictions, and the court positions vary, and are subject to change. Some courts will allow the filing of an unlawful detainer action, but counsel should review that the filing will not violate a local ordinance. Both the issuance of a 3-day notice or the filing of an unlawful detainer action, if barred, may result in substantial penalties.

In addition, even if an order was obtained, many of the police and sheriff authorities have indicated that they will not complete the eviction process. For example, Contra Costa County Sheriff's Office has confirmed that even with an existing eviction order, evictions will not be conducted during the stay-at-home order.

### **What may I Charge if the Tenant Leaves?**

Also, for residential units, if the unit becomes vacant, there may be other limits as to the chargeable rent to new tenants if an eviction proceeding has commenced. Therefore, it becomes very important to confer with legal counsel and explore all options with respect to deciding whether to proceed with an eviction action or to see if the tenant wishes to voluntarily depart.

### **Other Concerns**

Also, understandably, the inability to collect rent may affect the ability to pay expenses, including utilities, taxes and the monthly mortgage.

Pending federal legislation is proposing more than \$350 billion in loans to small business, which presumably will supplement funding available, including through the Small Business Association. While not yet enacted, one provision indicates that some businesses that continue to provide payroll may qualify for loans that include a forgiveness of the loan under certain conditions. We anticipate that loan programs may help provide for the payment of an owner's expenses.

In addition, it is important to contact the local utility company to determine their policy with respect to payment of utilities. Many are providing grace periods to homeowners, and some may also provide a grace period for utility payments. These, however, should not be presumed, and many communities have made it clear that the landlord must continue to provide utilities, even to tenants who are not paying rent.

Where there is a decision to defer property taxes, it is important to understand that there are no programs that forgive penalties or interest. Many counties tax collectors are insistent, even in a downturn, that property taxes must be paid. They will however allow a payment plan to be entered into, provided that interest and penalty charges are included. On the other hand, it is important to know that certain delinquent assessments, such as Mello Roos taxes, may be subject to faster enforcement actions than general property taxes, and costs may include legal fees of the appointed counsel designated to undertake collection.

Unfortunately, for mortgage payments, it is unclear how lenders will respond at this time. On the one hand, on March 23, 2020, the Federal Housing Finance Agency FHFA announced that Fannie Mae and Freddie Mac will extend conditional mortgage forbearance to multifamily property owners who suspend evictions for delinquent renters affected by COVID-19, however, on the other hand, the implementation is unclear. It is also inapplicable to non-members and affiliated bank members who do not seek funds from FHFA during the downturn. Accordingly, it is important to contact the lender, to find out the latest, and to work with legal counsel to avoid a default and foreclosure action.

Our office has had extensive experience in advising our real estate clients in good times and bad, and we are here to help.





## EXHIBIT A

### STATUS OF LOCAL JURISDICTION RENT MORATORIUMS

City/ County	Summary of Law
Alameda (City)	<p>No residential tenant evictions allowed for 60 days where demonstrated that tenant financially cannot pay rent due to COVID-19. Covered financial are: a) a 20% or more monthly gross pay reduction; b) extraordinary out-of-pocket medical; and c) extraordinary child care needs or needs arising from the care of ill household or family members. Absent emergencies, landlords may not shut off utilities.</p> <p>Ordinance No. 3268, effective 3/17/20 for 60 days.</p>
Alameda (County)	<p>A 30-day moratorium on evictions in the unincorporated parts of the county if renters can demonstrate a substantial loss of income as a result of the coronavirus.</p> <p>Copy of ordinance not available.</p> <p>Ordinance ____ 3/24/20, effective for 30 days, but may be extended.</p>
Baldwin Park	<p>No residential tenant evictions allowed during the emergency if tenant demonstrates tenant cannot pay rent due to COVID-19. Exception: eviction is required for the health and safety of the tenants, neighbors or landlord. Tenant must notify landlord by normal channels and document inability to pay.</p> <p>Baldwin Park Director of Emergency Services Temporary Moratorium on Evictions, 3/17/20 effective for the duration of the emergency.</p>

Berkeley	<p>Non-payment and no-fault residential tenant <b>and commercial</b> evictions are <b>both</b> prohibited. Tenant must demonstrate an inability to pay as a result of COVID-19.</p> <p>Urgency Ordinance adopting BMC Chapter 13.110, 3/17/20, effective for the duration of the emergency.</p>
Burbank	<p>Non-payment and no-fault residential <b>and commercial</b> tenant evictions prohibited. Must demonstrate COVID-19 related inability to pay rents. Tenants will have up to 6-months post-emergency to repay any back rent.</p> <p>Ordinance No. 20-3,934. 3/17/20, effective for 45 days, unless extended.</p>
Clearlake	<p>Non-payment and no-fault residential tenant evictions prohibited. Tenant must demonstrate an inability to pay as a result of COVID-19. Exception: necessary for the health and safety of the tenants, neighbors or landlord. Tenants must notify landlords within 30 days after rent is due and document inability to pay. Tenants must also repay unpaid amounts within 6-months of the emergency's expiration, and <u>landlords may charge late or collection fees</u>.</p> <p>City Council Resolution No. 2020-10, effective 3/19/20 for the duration of the emergency.</p>
Culver City	<p>Non-payment and no-fault residential tenant evictions prohibited. Tenant must demonstrate an inability to pay as a result of COVID-19. Exception: necessary for the health and safety of the tenants, neighbors or landlord. Tenants must notify landlords within 30 days after rent is due and document inability to pay. Tenants must also repay unpaid amounts within 6-months of the emergency's expiration.</p> <p>Public Order, 3/16/20 effective while the state of emergency remains in effect.</p>
Davis	<i>Passed. Awaiting hard copy</i>

	<p>No residential <b>or commercial</b> tenant evictions where demonstrated that tenant financially cannot pay rent due to COVID-19, including i) being sick with COVID-19, ii) caring for a family member who is sick, iii) being laid off or losing hours or iv) otherwise having an income reduction resulting from business closure or other economic impacts.</p> <p>Ordinance ____, effective _____. Not yet posted.</p> <p><a href="https://www.cityofdavis.org/Home/Components/News/News/5954/2985?backlist=%2f3/24/2020">https://www.cityofdavis.org/Home/Components/News/News/5954/2985?backlist=%2f3/24/2020</a>.</p>
El Monte	<p>No eviction for "no-fault: evictions of residential tenants (specifically including mobile-homes) who demonstrate COVID-19 related disabilities to pay rents. Also adds over a dozen "just cause" limitations to evictions.</p> <p>Ordinance ____, effective 3/19/20 for 45 days unless extended.)</p>
Elk Grove	<p>NONE. City council rejected on 3/18/2020 an emergency eviction moratorium; but is expected to reconsider in light of recent eviction notices on two major apartment communities.</p>
Fresno	<p>No residential <b>or commercial</b> tenant evictions where demonstrated that tenant financially cannot pay rent due to COVID-19. <b>Commercial tenants</b> are additionally protected when they close voluntarily or pursuant to official mandate "...to prevent or reduce the spread of COVID-19". All tenants must notify landlords of inability to pay rents, then have 7 days from notification to provide documentation. Upon expiration of the emergency, tenants have 6 months to pay past due rent.</p> <p>Emergency Ordinance Adding Section 2-514 to Municipal Code, effective 3/19/20 for 30 days unless extended.</p>

Glendale	<p>No “no-fault” evictions of residential (specifically including Section-8/assisted) <b>and commercial tenants</b> who demonstrate a COVID-19 related inability to pay rent. Tenants are allowed up to 6-months post-emergency to repay any back rent.</p> <p>Glendale Public Order No. 2020-03, effective 3/18/20 through the duration of the emergency.</p>
Goleta	<p>No eviction on all residential <b>and commercial</b> tenants who demonstrate a COVID-19 related inability to pay rents. A tenant must notify the landlord within 30 days after rent is due and document inability to pay. Tenant must repay back due rent within 6-months of the emergency's expiration. A landlord may not charge late or collection fees.</p> <p>Resolution No. 20-18, effective 3/17/20 for 60 days.</p>
Grass Valley	<p><i>Pending. Status not known.</i></p> <p>No eviction of residential <b>and commercial tenants</b> who demonstrate COVID-19 a related inability to pay rent. Commercial tenants are additionally protected when they close voluntarily or pursuant to official mandate "...to prevent or reduce the spread of COVID-19". The tenant must notify landlord of tenant's inability to pay rent, and will be given 7 days from notification to provide documents. Upon expiration of the emergency, tenants will have 6 months to pay past due rent.</p> <p>Ordinance No. __. , hearing scheduled May 25, 2020.</p>
Inglewood	<p>No residential tenant evictions for no-fault or just cause where demonstrated that tenant financially cannot pay rent due to COVID-19. Tenants must notify landlords and document inability to pay.</p> <p>Emergency Ordinance No. 20-07, effective 3/17/20 for 45 days.</p>
	<p>No eviction for all no-fault evictions of residential tenants who demonstrate a COVID-19 related inability to pay rent, including workplace closures, child care expenditures, health care expenses or other reasonable expenditures arising from "government-</p>

Los Angeles (City)	<p>ordered emergency measures.” Tenants have up to 6-months to repay any back-rent due.</p> <p>Moratorium on evictions of <b>commercial tenants</b> unable to pay rents due to circumstances similar to those under the residential moratorium. Tenants have up to three months post-emergency to repay any back rent.</p> <p>Awaiting city attorney to draft an emergency eviction ordinance.</p> <p>Executive Order (residential evictions), 3/14/2020, through the duration of the emergency.</p> <p>Executive Order (commercial evictions), 3/16/20 through 3/31/20 unless extended.)</p>
Los Angeles (County )	<p>No eviction under all no-fault evictions of residential and commercial tenants in unincorporated areas of LA County who demonstrate a COVID-19 related inability to pay rents. Tenants will have up to 6-months post-emergency to repay any back rent.</p> <p>Retroactive to 3/4/20 and remains in place through 3/31/20)</p>
Marin County	<p>No eviction on all residential <b>and commercial tenants</b>, including just cause evictions, who demonstrate COVID-19 related disabilities to pay rents. Tenants must notify landlords within 30 days of the due date and document inability to pay. Tenants must repay back rent, but landlords are banned from charging late fees.</p> <p>Resolution effective 3/24/20, includes cities, towns, and unincorporated areas.</p>
Nevada City	<p><i>Pending status</i></p> <p>No eviction for all no-fault evictions of residential tenants who demonstrate a COVID-19 related inability to pay rent. No documentation is required, but tenants must notify landlords in writing within 30 days of rent due date of inability to pay. Tenants will</p>

	<p>have 6-months to repay back rent. Late fees for rent and utilities will be suspended during that time.</p> <p>City Manager Temporary Moratorium on Evictions, effective through 3/31/20. Scheduled to be ratified at the 3/25/20 council meeting)</p>
Oakland	<p><i>Pending Status</i></p> <p>Hearing on proposed emergency ordinance to create an eviction moratorium set for next council meeting.</p> <p>Tentative hearing/voting date on 4/7/20.</p>
Ojai	<p>No eviction for all no-fault evictions of residential tenants who demonstrate a COVID-19 related inability to pay rent. Tenants will have up to 6-months post-emergency to repay any back rent.</p> <p>Executive Order No. 20-01, 3/17/20, effective for the duration of the emergency.</p>
Oxnard	<p>No eviction on all residential tenants who demonstrate COVID-19 related disabilities to pay rents. Tenants must notify landlords within 30 days after rent is due and document inability to pay. Tenants are not relieved of obligation to repay past-due amounts.</p> <p>Director Order No. 20-01, 3/19/20, effective until 3/31/20 or when ratified by the council.</p>
Palm Springs	<p>No eviction for all “no-fault” or residential tenants who demonstrate a COVID-19 related inability to pay rent. Tenants must notify landlords within 90 days after rent is due and document inability to pay. Tenants are not relieved of obligation to repay past-due amounts, but landlords may charge late fees or interest.</p>

	Ordinance No. ___, effective 3/19/20 through 3/31/20 unless extended.
Pasadena	<p>No eviction of all residential <b>and commercial</b> tenants who demonstrate a COVID-19 related inability to pay rent. A residential “no-fault” eviction is also banned "unless necessary for the health and safety of the tenants, neighbors or landlord." Both the residential and commercial tenants must notify landlords within 30 days after rent is due and must document the inability to pay. Tenant must also repay unpaid amounts within 6-months of the emergency's expiration/ The landlord may not charge a late or collection fee.</p> <p>Uncodified Ordinance. effective 3/17/20 for the duration of the emergency.</p>
Placer	No action identified to-date in either Placer County or Roseville.
Richmond	<p>No eviction on all residential tenants for unpaid rent due to the financial impact of COVID-19, and other no-fault evictions. “No-fault” includes an owner move-in, a withdrawal from the rental market, substantial repairs, temporary tenancy) unless necessary for the health and safety of tenants, neighbors, or the landlord.</p> <p>The city has also instituted specific notice and filing procedures. Tenants must notify landlords within 30 days after rent is due and document inability to pay. Tenants must also repay unpaid amounts within six months of the emergency's expiration. Landlords may charge late or collection fees.</p> <p>Resolution 20-20, 3/17/20, effective for the duration of the emergency or until superseded by ordinance. <a href="https://www.ci.richmond.ca.us/3387/Termination-of-Tenancy">https://www.ci.richmond.ca.us/3387/Termination-of-Tenancy</a></p>

<p>Sacramento (City)</p>	<p>No evictions of residential <b>and commercial</b> tenants who demonstrate an inability to pay due to COVID-19, the related state of emergency, or government-recommended precautions.</p> <p>A tenant must a) notify landlord in writing <b><u>before rents are due</u></b> of the reasons for delayed payments, b) provide verifiable documentation, c) pay any portions they are able, and d) is still liable for any unpaid portions after the emergency expires, with 120 days to pay after emergency ends. A residential tenant notice form may be found at <a href="http://www.cityofsacramento.org/-/media/Corporate/Files/CDD/Code-Compliance/Programs/FINAL-TPP-Delay-of-Rent-Payment-Form.pdf?la=en">http://www.cityofsacramento.org/-/media/Corporate/Files/CDD/Code-Compliance/Programs/FINAL-TPP-Delay-of-Rent-Payment-Form.pdf?la=en</a></p> <p>Commercial tenants may receive a deferral due to the loss of business due to the state-declared emergency, locally declared emergency, or county stay-at-home order; or any other emergency declarations or orders related to COVID-19.</p> <p>Ordinance Amending Section 5.156.090, 3/17/2020.</p> <p>Amended 3/24/2020 to expand to cover commercial.</p>
<p>San Bernardino (City)</p>	<p><i>Pending</i></p> <p>The City Manager was directed to establish a temporary eviction moratorium similar to other cities by proclamation. No moratorium has been enacted as of the date of this release.</p> <p>Resolution No. 2020-51.</p>



San Diego (City)	<p>Passed 3/17/2020, - pending ordinance approval.</p> <p>30-day temporary moratorium on all residential <b>and commercial</b> tenants within the City. City council can vote to extend it. Request the San Diego Superior Court temporarily suspend all pending residential eviction cases and reject new filings and residential eviction cases during the Coronavirus/COVID-19 pandemic. City Attorney to draft a law through the end of May. Expected to cover no evictions for residential tenants suffering a financial impact due to a business closure, a loss/reduction of work or wages, layoffs, or extraordinary medical expenses, caused by the COVID-19 pandemic.</p> <p>Passed 3/17/20. No ordinance yet passed.</p>
San Diego County	<p>Passed 3/24/2020. Awaiting copy of ordinance.</p> <p>Moratorium on all no-fault evictions of a residential <b>and commercial</b> tenant. One week to notify tenants.</p> <p>Effective 3/24/2020.</p>
San Francisco (City and County of)	<p>No eviction of a residential tenant who demonstrates a financial impact due to a business closure, a loss/reduction of work or wages, layoffs, or extraordinary medical expenses, caused by the COVID-19 pandemic.</p> <p>The tenant must notify the landlord of inability to pay rent due to a COVID-19 related impact, and provide documentation or other objective information within one week. The tenant will have up to 6-months following termination of the emergency declaration to repay any back due rent.</p>

	<p>The Board of Supervisors is in the process of enacting similar ordinances for both residential <b>and commercial tenants</b>.</p> <p>3/15/20 Mayor Breed Executive Order effective for 30 days unless extended.</p>
San Mateo, County	<p>No <b><i>no-fault</i></b> evictions of residential tenants, limited to those who demonstrate a COVID-19 related inability to pay rent. Landlords must provide tenants with a <b>county Department of Housing- provided form</b> that states the amount of rent due. Tenant must provide documentation within 14 days of receiving the form that inability to pay is due to COVID-19. Tenants then have up to 180 days after 3/31/20 to repay any back rent due.</p> <p>San Mateo County Board of Supervisors Emergency Regulation No. 2020-001. Effective 3/24/20 through 3/30/20 unless extended.</p>
San Jose	<p>No eviction for of all residential property tenants (e.g., tenants with rooms in single-family homes; rent-stabilized and low-income; mobile-homes) who demonstrate an inability to pay due to COVID-19, the related state of emergency, or government-recommended precautions. A tenant must document a COVID-19 impact and a substantial loss of income. A tenant must repay any back due rent. <b>Requires tenants receive both notice of rights and notice of resources, using designated forms as follows (see site) <a href="https://www.sanjoseca.gov/home/showdocument?id=55552">https://www.sanjoseca.gov/home/showdocument?id=55552</a></b></p> <p><a href="https://www.sanjoseca.gov/home/showdocument?id=49676">https://www.sanjoseca.gov/home/showdocument?id=49676</a></p> <p>Ordinance _____, through 4/17/20.</p>

San Luis Obispo County	<p>No eviction on “no-fault” or a residential <b>and commercial</b> tenant in County (and the cities included) who demonstrates a COVID-19 related inability to pay rents. Tenants have 30 days from date rent is due to notify landlords of inability to pay, and will have up to 6- months following termination of the emergency declaration to repay any back due rent. A landlord may not collect late fees.</p> <p>Included are the Cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, El Paso de Robles, Pismo Beach and the City of San Luis Obispo.</p> <p>Local Emergency Order and Regulation No. 3. COVID-19. Effective 3/18/20 through 3/31/20</p>
Santa Clara	<p>Moratorium on evictions.</p> <p>3/24/20, includes 15 cities within County.</p>
Santa Cruz	<p>No eviction for all “no-fault” evictions and for residential <b>and commercial tenants</b> in Santa Cruz County who demonstrate COVID-19 a related inability to pay rent. The payment plan may extend 6-months after end of Covid-19 crisis.</p> <p>Ordinance No. 2020-07, adopted March 24, 2020, effective through May 31, 2020, unless extended. (New UDT filings will not be heard by the courts until May 4<sup>th</sup>, earliest. No writ of possession will be issued by before April 30, 2020.)</p>

<p>Santa Monica</p>	<p>No eviction of all residential tenants who demonstrate a COVID-19 related inability to pay rent and <b>affected commercial tenants</b>; nor may a landlord seek rent. A landlord also cannot pursue a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord. Tenants must notify landlords within 30 days after rent is due and document inability to pay. Tenants must also repay unpaid amounts within 6-months of the emergency's expiration. There is no moratorium on lawful evictions for other just causes such as substantial breaches of the lease. A landlord may not charge late or collection fees.</p> <p>First Supplement to Executive Order, 3/14/2020, effective for the duration of the emergency.</p> <p><a href="https://www.santamonica.gov/Media/Default/CMO/1a - Revised Supplement 1.pdf">https://www.santamonica.gov/Media/Default/CMO/1a - Revised Supplement 1.pdf</a></p>
<p>Simi Valley</p>	<p>No “no-fault” evictions and no residential <b>and commercial tenants</b> who document a COVID-19 related inability to pay rent. Tenants have 30 days from date rent is due to notify landlords and document inability to pay, and must repay back rent due.</p> <p>Order of the Director of Emergency Services (City Manager), 3/18/2020, effective for the duration of the emergency or until superseded by ordinance.</p>
<p>South Pasadena</p>	<p>No “no-fault” evictions of residential <b>and commercial tenants</b> who demonstrate a COVID-19 related inability to pay rent. Tenants must document inability, and must repay back rent within 6-months.</p> <p>City Council Resolution, effective 3/19/20 through the duration of the emergency.</p>
<p>Stockton</p>	<p>No no-fault evictions of residential tenants who demonstrate COVID-19 related disabilities to pay rents. Elderly and disabled tenants receive automatic protections. Other tenants must notify landlords in writing and provide documentation of inability to pay. Tenants must repay any back due rent.</p>

	Stockton Ordinance, 3/17/20, effective for 60 days.
Vallejo	<p>No residential <b>and commercial</b> tenants for no-fault tenants who demonstrate COVID-19 related inability to pay rents. Tenant must repay any back due rent.</p> <p>City Manager Order, March 18, 2020, effective for the duration of the emergency or until superseded by ordinance.</p>
West Oakland	<p>No residential <b>and commercial tenant</b> eviction of tenants who demonstrate COVID-19 related disabilities to pay rents. Commercial tenants are additionally protected when they close pursuant to official mandate or related loss of income. A tenant must notify landlord of tenant's inability to pay rent before the due date, provide documentation and pay a reduced amount based upon the amounts of lost income. Upon expiration of the emergency, a tenant must repay any back due rent (no period specified.)</p> <p>Ordinance, effective 3/18/20 through at least 3/31/20.</p>
Woodland	<p>No residential evictions for tenants who demonstrate COVID-19 related disabilities to pay rents. Tenants must notify landlords within 30 days after rent is due and document inability to pay. A tenant must also repay unpaid rent within 6-months of the emergency's expiration. The landlord may not charge a late or collection fee.</p> <p>Woodland City Council Ordinance 1658, effective 3/18/2018</p> <p><a href="http://www.cityofwoodland.org/DocumentCenter/View/5442/Ord_1658-Urgency-Ordinance-Enacting-Temporary-Moratorium-on-Evictions">http://www.cityofwoodland.org/DocumentCenter/View/5442/Ord_1658-Urgency-Ordinance-Enacting-Temporary-Moratorium-on-Evictions</a></p>
	<i>Pending</i>

Yolo County	Action under review.
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