

WHAT CALIFORNIA'S NEW RENTER PROTECTION LAW MEANS FOR YOU

With your union's help, California has taken steps to stop evictions and protect renters who have been financially impacted by the COVID-19 pandemic.

Much more remains to be done, but this was an important first step.



HERE ARE THE RENTER PROTECTIONS YOU SHOULD KNOW:

For renters who are unable to pay rent due to COVID-related economic impacts and who submit the appropriate declaration to their landlord.	RENT DUE March 1, 2020 - August 31, 2020	RENT DUE September 1, 2020 - January 31, 2021
	Unpaid rent cannot be the basis for eviction, but it can be recovered in small claims court after March 1, 2021.	25% of rent for each month of this period must be paid by Jan 31, 2021 to avoid eviction for unpaid rent. The rest can be recovered in small claims court after March 1, 2021.
For renters who are unable to pay rent due to decreased income or increased out-of-pocket medical expenses, whether or not that is related to COVID, and who submit the appropriate declaration to their landlord.	RENT DUE Through December 31, 2020	
	An order from the Centers for Disease Control may offer protection from eviction until December 31, 2020, but unpaid rent from this time period can be the basis for eviction after that.	

No one can be lawfully evicted for not paying rent due from March 2020 to February 1, 2021, so long as these conditions are met:

- **For rent due between September 1, 2020 and January 31, 2021, a renter who completes a declaration that they have COVID-related economic impacts, AND pays 25% of the rent due for each month of that time period by January 31, 2021, can never be lawfully evicted because they did not pay the rest of that rent.**
 - You must send a letter or email to your landlord EVERY MONTH that says you have been financially impacted by COVID-19 within 15 days of receiving a notice to pay rent or notice of eviction.

You will need to pay back any unpaid rent - it is still a debt owed to your landlord that they may hold you responsible with a court order and judgment. This is a temporary measure meant to help people affected by COVID-19 illness and job loss.

Your landlord may not evict you without stating an allowable reason through January 31, 2021.

Your landlord will face increased penalties if they illegally lock you out, shut off your utilities like hot water, or engage in other extreme harassing behavior.

Renters with COVID-19 related financial distress receive increased credit protections.

REMEMBER!

Keep careful records of:

- All of your rent payments and receipts from your landlord
- Any communication with your landlord
- Any notices sent by the landlord and any declaration you send to the landlord that you have economic impacts from COVID-19

Unless there is a local law in place with other protections, your landlord may still be able to evict you for reasons other than nonpayment of the rent, like violating the lease, or so that the owner can move in. BUT landlords may NOT evict renters in retaliation for not paying rent or as an excuse for getting a renter out because they did not pay. Your landlord MUST state a reason for the eviction.

GET LEGAL HELP

If you think you have met these conditions and your landlord still threatens eviction or to be sure you are getting good advice about any local laws that will help renters in your area, contact

immediately or visit www.lawhelpca.org to find a list of organizations that give free legal services to low-income renters in your area.

This law is an important first step that your union fought for - but we know it's not enough. We'll continue fighting for the much-needed long-term housing security our members need to remain in their homes while California recovers from the COVID-19 pandemic.