

**FAQs: Various California  
Residential Eviction Law  
Changes During the Covid-19  
Pandemic**

**California Lawyers  
Association Real Property  
Law Section  
August 31, 2020**

Disclaimer:

Please note that this document is for informational purposes only and does not constitute legal advice. There is no attorney-client privilege for the information provided. It is specific to the laws of the state of California. Laws vary from city to city, especially the moratoriums and other laws that have been passed to address the COVID-19 pandemic.

Many of the questions asked may depend on specific language in lease agreements or other specific details about a property or situation. We are providing information about general legal principles, but if you have a question about your specific legal situation, we highly recommend you consult with an attorney about your specific problem.

These laws are changing rapidly, and you should check with an attorney regarding any new updates that may apply to your specific legal situation. The information is current as of August 28, 2020.

Prepared by:

Anna Liu, Esq., Steven Adair MacDonald & Partners, P.C.  
870 Market Street, Suite 500  
San Francisco, CA 94102  
(415) 956-6488 ext. 18  
aliu@samlaw.net  
[www.samlaw.net](http://www.samlaw.net)

### Question

Can a tenant be evicted if they cannot pay rent that becomes due during the pandemic?

### Answer

Both tenants and landlords should check to determine whether the specific city and county the subject property is located in has enacted specific protections for tenants who cannot pay rent due to COVID-19 financial related hardships.

For example, San Francisco's eviction moratorium prohibits certain tenants from being evicted or served with a termination of tenancy notice while the moratorium is in place. Similarly, Oakland's moratorium conforms to its local emergency period and remains in effect until the emergency is lifted. Landlords are restricted from serving termination notices or filing unlawful detainer complaints against tenants. In both San Francisco and Oakland, unlawful detainers may be permissible if a tenancy poses a threat to public health and safety.

Additional tenant protection may also be offered if AB 3088 is passed, more information below.

### Question

If a tenant has suffered a loss of income related to COVID-19 and cannot pay rent, what should the tenant do?

### Answer

This depends on whether the rental unit is located in a city or county that has enacted an eviction moratorium or other tenant protections. The landlord and tenant should follow any rules specific to their local city and county. The specific moratoriums vary, but generally a landlord may not evict a tenant if the tenant's inability to pay rent is caused by a COVID-19 related financial hardship. Many local moratoriums also allow tenants a period of months to repay past-due rent. To qualify, a tenant should notify their landlord of their inability to pay the rent and provide supporting documentation where required.

Additional tenant protection may also be offered if AB 3088 passes, more information below.

### Question

What is the COVID-19 Tenant Relief Act of 2020?

### Answer

AB 3088, if passed by the California Legislature and signed by Governor Newsom, will become effective on September 1, 2020. It would protect certain tenants impacted by COVID-19 from

being evicted. There are protections for tenants with caveats, including that a tenant may not be evicted for certain periods of unpaid rent. The bill would offer additional eviction protections to tenants with financial hardships due to COVID-19 and requires additional documentation.

### Question

Is there a rule prohibiting a court from issuing a summons on an unlawful detainer?

### Answer

The California Judicial Council enacted Emergency Rule 1 in April 2020, which prohibits courts from issuing a summons on an unlawful detainer complaint unless the court finds the action is necessary to protect public health and safety, among other prohibitions. However, this rule will sunset on September 1, 2020.

### Question

Is a tenant required to sign a rent repayment agreement with their landlord?

### Answer:

No. while tenants and landlords are free to negotiate terms of rent repayments, a tenant is not required to sign a rent repayment agreement.

### Question

Can a landlord impose a rent increase on a tenant while COVID-19 is impacting communities?

### Answer

Landlords and tenants should check to see if their city or county has enacted a local rent control ordinance and whether a rent freeze has been imposed. Some cities and counties have implemented rent freezes for specific periods of time prohibiting a rent increase over a certain percentage. A landlord must also ascertain whether the property is subject to statewide rent control under AB1482. In addition, California's anti-price gouging statute found at Penal Code Section 396 prohibits individuals from raising the price of many services and consumer goods by more than ten percent after a declaration of emergency.

### Question

What if an existing tenant in a building has tested positive for COVID-19? Are there rules or restrictions related to that tenant?

Answer:

Generally, if a tenant informs the landlord that he/she/they tested positive for COVID-19, the landlord should ask the tenant where the tenant has been within the building and to immediately take steps to disinfect those public or common areas.

The landlord should encourage the tenant to self-quarantine and follow public health orders.

Landlords should post notices in common areas reminding tenants to practice safety protocols, such as social distancing, handwashing, wearing masks, etc. Whether to post a notice informing the building residents of a positive infection is going to be very fact specific. If such a notice is going to be posted, then steps to protect the identity of the person should be taken.

///

///

///