

NOTICE FROM THE STATE OF CALIFORNIA

Code of Civil Procedure Section 1179.04(c)

The California Legislature has extended the COVID-19 Tenant Relief Act. The law now protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and September 30, 2021.

“COVID-19-related financial distress” means any of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to the health impact of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit your ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and September 30, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before September 30, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and September 30, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file that indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation that shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning October 1, 2021 if you owe rental payments due between September 1, 2020, and September 30, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

YOU MAY QUALIFY FOR RENTAL ASSISTANCE. In addition to extending these eviction protections, the State of California, in partnership with federal and local governments, has created an emergency rental assistance program to assist renters who have been unable to pay their rent and utility bills as a result of the COVID-19 pandemic. This program may be able to help you get caught up with past-due rent. Additionally, depending on the availability of funds, the program may also be able to assist you with making future rental payments.

While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance.

Additional information about the extension of the COVID-19 Tenant Relief Act and new state or local rental assistance programs, including more information about how to qualify for assistance, can be found by visiting <http://housingiskey.com> or by calling 1-833-430-2122.”

15-DAY NOTICE TO PAY RENT OR MOVE OUT

(RENT DEMAND FOR SEPTEMBER 1, 2020 THROUGH JANUARY 31, 2021)

Plaintiff(s): _____, Owner(s)

VS.

Defendant(s): _____, Resident

_____, Resident

_____, Resident

_____, Resident

To: _____, Resident(s)

AND ALL OTHERS IN POSSESSION OF THE PROPERTY LOCATED AT (property address):

PLEASE TAKE NOTICE that you are justly indebted to the owner of the herein described premises; and notice is hereby given that pursuant to the lease and/or rental agreement under which you hold possession, there is now due, unpaid and delinquent rent in the total sum of:

_____ (\$ _____).

The total amount owing represents rent due for the following period(s):

\$ _____ Due from _____, 20____, to _____, 20____

\$ _____ Due from _____, 20____, to _____, 20____

\$ _____ Due from _____, 20____, to _____, 20____

\$ _____ Due from _____, 20____, to _____, 20____

\$ _____ Due from _____, 20____, to _____, 20____

WITHIN FIFTEEN (15) DAYS after service on you of this notice (excludes Saturday, Sunday and court holidays), you are hereby required to pay the amount of the above stated rent in full **OR** quit the subject premises, move out, and deliver up possession to the owner and/or his authorized agent.

Your payment should be payable to: _____ and payment shall be delivered to: Name: _____ at the following address:

_____, Unit #: _____,

_____ California, Zip Code: _____

Telephone Number (_____) _____ who is usually available on the following days:

_____ and the following hours: _____.



PLEASE TAKE FURTHER NOTICE that unless you pay the rent in full **OR** vacate the premises **WITHIN FIFTEEN (15) DAYS** as required by this notice, that the undersigned does hereby elect to declare a forfeiture of the subject lease and/or rental agreement and will institute legal proceedings for the unlawful detainer against you to recover possession of the premises plus court costs, attorney fees and **PENALTY DAMAGES OF \$600.00** due as provided by California law.

Pursuant to Section 1785.26 of the California Civil Code, 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 fulfill the terms of your credit obligation.

Dated this _____ day of _____, 20____.

Owner(s): _____ By: _____ Agent

NOTICE FROM THE STATE OF CALIFORNIA

If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below). You will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before January 31, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and January 31, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and January 31, 2021.

For example, if you provided a declaration form to your landlord regarding your decreased income or increased expenses due to COVID-19 that prevented you from making your rental payment in September and October of 2020, your landlord could not evict you if, on or before January 31, 2021, you made a payment equal to 25 percent of September's and October's rental payment (i.e., half a month's rent). If you were unable to pay any of the rental payments that came due between September 1, 2020 and January 31, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before January 31, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September through January (i.e., one and a quarter month's rent).

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelp.ca.org.



(Landlord - serve only if applicable)

NOTICE FROM THE STATE OF CALIFORNIA

Civil Code 1179.05.5(d)

Proof of income on file with your landlord indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020.

As a result, if you claim that you are unable to pay the amount demanded by this notice because you have suffered COVID-19-related financial distress, you are required to submit to your landlord documentation supporting your claim together with the completed Declaration of COVID-19-Related Financial Distress provided with this notice.

If you fail to submit this documentation together with your declaration of COVID-19-related financial distress, and you do not either pay the amount demanded in this notice or deliver possession of the premises back to your landlord as required by this notice, you will not be covered by the eviction protections enacted by the California Legislature as a result of the COVID-19 pandemic, and your landlord can begin eviction proceedings against you as soon as this 15-day notice expires.

For information about legal resources that may be available to you, visit <https://lawhelpca.org/>.

Declaration of COVID-19-Related Financial Distress

May be used with AB 832, SB 91, and AB 3088

Tenant/Renter(s) _____

Property Address _____

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses. Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses. Signed under penalty of perjury.

Tenant Signature _____ Dated: _____

Tenant Signature _____ Dated: _____

Tenant Signature _____ Dated: _____



Proof of Service

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the NOTICE, of which a true copy appears on the reverse side of this Proof Of Service, by one of the methods indicated below on the following named

Resident(s): _____

1. **BY PERSONALLY DELIVERING** a copy of the Notice to the Resident(s) named above at the following address:

2. **BY LEAVING** a copy of the Notice for the Resident(s) named above with a person of suitable age and discretion at the residence or usual place of business of the Resident(s), said Resident(s) being absent therefrom. Said residence or usual place of business being at the following address:

_____ **AND MAILING** an individual copy to each Resident by depositing said copies in the United States Mail, in a sealed envelope with first class postage prepaid and addressed to the Resident(s) named above at their usual place of residence which is at the following address: _____

3. **BY POSTING** a copy of said Notice for each of the Resident(s) named above in a conspicuous place, there being no person of suitable age or discretion to be found at any known place of residence or known usual place of business of the Resident(s). Said notice was posted at their usual place of residence which is at the following address:

_____ **AND MAILING** an individual copy to each Resident by depositing said copies in the United States Mail, in a sealed envelope with first class postage prepaid and addressed to the Resident(s) named above at their usual place of residence which is at the following address: _____

Subject notice was served on _____, 20____.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20____ in the City of _____

County of _____, State of California.

Signature of Server: _____

Print Name of Server: _____

Fill out "Proof of Service" On Owner's Copies Only

