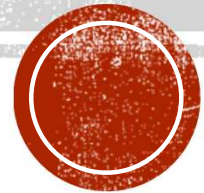


**AB 832 RENT MORATORIUM EXTENSION  
OF AB 3088 AND SB 91**

**THE COVID RENTAL HOUSING  
RECOVERY ACT**

**AND**

**STATEWIDE RENT ASSISTANCE  
PROGRAM**



# UPCOMING WEBINARS



**Topic:** COVID Relief Wrap-Up

**Presenters:** Brian Polinsky, C.A.R. Counsel and Robert Bloom, C.A.R. Senior Counsel

**Date:** Thursday, July 22<sup>nd</sup> at 10:00a.m.

**Link:**

[https://carorg.zoom.us/webinar/register/WN\\_WCsACms6SNeh67Pv2nCxcQ](https://carorg.zoom.us/webinar/register/WN_WCsACms6SNeh67Pv2nCxcQ)

**Topic:** A Day in the Life of an Escrow Officer

**Presenter:** PJ Garcia, President, Beach Pacific Escrow

**Date:** Tuesday, August 10<sup>th</sup> at 1:30p.m.

**Link:**

[https://carorg.zoom.us/webinar/register/WN\\_DI7zuaoWSdaKPGVpsJqxKw](https://carorg.zoom.us/webinar/register/WN_DI7zuaoWSdaKPGVpsJqxKw)



# RENT MORATORIUM EXTENSION AB 832

- **Tenants have until the end of September to pay 25%**

Tenants have until September 30 to pay 25% of all rent due for the months of September 2020 through September 2021, and only if the tenant fails to make such payment by September 30 would a landlord be able to file an unlawful detainer beginning October 1, 2021\*

\*Assuming the LL has also complied with the COVID Housing Recovery Act

- **Just cause eviction rules:** These rules apply to all properties through September 30, 2021, even if those properties were previously exempt from the statewide just cause eviction rules.





**RENT  
MORATORIUM  
EXTENSION OF  
AB 3088**

## **Updated Form NTRA-3 to be Delivered by July 31, 2021:**

- A revised NTRA Form, with the abbreviation NTRA-3, ("Notice to Tenant of COVID-19 Tenant Relief Act")
- Must be delivered to tenant who has not paid COVID rental debt (as of 7/1/21).
- If a 15-day notice to pay rent or quit is served in July, then the NTRA-3 must be served before or currently with it



NOTICE TO TENANT OF COVID-19 TENANT RELIEF ACT

(C.A.R. Form NTRA-3, 7/21)

To: (Tenant) and any other occupant(s) in possession of the premises located at: (Street Address) (Unit/Apartment #) (City) (State) (Zip Code) ("Premises"). Other notice address if different from Premises above:

"NOTICE FROM THE STATE OF CALIFORNIA: 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.

Landlord (Owner or Agent) Date
Landlord (Owner or Agent) Date
Address City State Zip
Telephone Fax E-mail

DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by on (date) in the following manner:

Service may be made in any of the following methods. Emailing this notice does not satisfy the requirements of California law.

- A. Mail: A copy of the Notice was mailed to the above-named Tenant at the Premises, or other notice address above.
OR B. Service pursuant to § 1162 of the Code of Civil Procedure: Service attempts must be made in the following order, B1, then B2, then B3.
1. Personal service: A copy of the Notice was personally delivered to the above-named Tenant.
2. Substituted service (If Tenant is absent from Tenant's residence or usual place of business): A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed by first class mail, postage prepaid, to the Tenant at the Premises.
3. Posting and Mailing (May be used only if the Tenant's residence or usual place of business cannot be ascertained or if known then only if no person of suitable age and discretion can be found at those locations): A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed by first class mail, postage prepaid, to the Tenant at the Premises.

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

(Signature of person serving Notice) (Date)

(Print Name)

(Keep a copy for your records.)

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# WHAT ELSE HAPPENS ON JULY 31?

https://www.cdc.gov/coronavirus/2019-ncov/covid-eviction-declaration.html



## COVID-19



Your Health

Vaccines

Cases & Data

Work & School

Healthcare Workers

Health Depts

Science

More

### More Resources

CDC in Action +

Global COVID-19 +

Laboratories +

Data & Surveillance +

Guidance for COVID-19 +

Communication Resources +

Laws and Regulations

## Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19

Updated June 29, 2021 [Print](#)

CDC Director Dr. Rochelle Walensky has signed an extension to the eviction moratorium further preventing the eviction of tenants who are unable to make rental payments. The moratorium that was scheduled to expire on June 30, 2021 is now extended through July 31, 2021 and this is intended to be the final extension of the moratorium.

The COVID-19 pandemic has presented a historic threat to the nation's public health. Keeping people in their homes and out of crowded or congregate settings — like homeless shelters — by preventing evictions is a key step in helping to stop the spread of COVID-19.

ORDER: [Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19](#) [182 KB, 17 pages]

# WHAT ELSE HAPPENS ON JULY 31?

## CENTERS FOR DISEASE CONTROL AND PREVENTION DEPARTMENT OF HEALTH AND HUMAN SERVICES

### ORDER UNDER SECTION 361 OF THE PUBLIC HEALTH SERVICE ACT (42 U.S.C. 264) AND 42 CODE OF FEDERAL REGULATIONS 70.2

#### TEMPORARY HALT IN RESIDENTIAL EVICTIONS TO PREVENT THE FURTHER SPREAD OF COVID-19

#### SUMMARY

Subject to the limitations under “Applicability,” a landlord, owner of a residential property, or other person<sup>1</sup> with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property in any jurisdiction to which this Order applies during the effective period of the Order.

On September 4, 2020, the CDC Director issued an Order temporarily halting evictions in the United States for the reasons described therein. That Order was set to expire on December 31, 2020, subject to further extension, modification, or rescission. Section 502 of Title V, Division N of the Consolidated Appropriations Act, 2021 extended the Order until January 31, 2021. With the extension of the Order, Congress also provided \$25 billion for emergency rental assistance for the payment of rent and rental arrears. Congress later provided an additional \$21.55 billion in emergency rental assistance when it passed the American Rescue Plan.

On January 29, 2021, following an assessment of the ongoing pandemic, the CDC Director renewed the Order until March 31, 2021. On March 28, the CDC Director renewed the Order until June 30, 2021. This Order further extends the prior Eviction Moratorium until July 31, 2021, for the reasons described herein, while the Department of the Treasury disburses the remaining ERA funds to state and local jurisdictions, and those grantees continue to accelerate efforts to deploy rental assistance on behalf of tenants. To the extent any provision of this Order conflicts with prior Orders, this Order is controlling.

#### APPLICABILITY

This Order does not apply in any state, local, territorial, or tribal area with a moratorium on residential evictions that provides the same or greater level of public-health protection than the requirements listed in this Order or to the extent its application is prohibited by federal court order. In accordance with 42 U.S.C. 264(e), this Order does not preclude state, local, territorial, and tribal authorities from imposing additional requirements that provide greater public-health protection and are more restrictive than the requirements in this Order.

This Order is a temporary eviction moratorium to prevent the further spread of COVID-19. This Order does not relieve any individual of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. Nothing in this Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

Nothing in this Order precludes evictions based on a tenant, lessee, or resident: (1) Engaging in criminal activity while on the premises; (2) threatening the health or safety of other residents;<sup>38</sup> (3) damaging or posing an immediate and significant risk of damage to property; (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety;

# WHAT ELSE HAPPENS ON JULY 31?

Cite as: 594 U. S. \_\_\_\_ (2021)

1

KAVANAUGH, J., concurring

## SUPREME COURT OF THE UNITED STATES

No. 20A169

ALABAMA ASSOCIATION OF REALTORS, ET AL. v.  
DEPARTMENT OF HEALTH AND HUMAN  
SERVICES, ET AL.

ON APPLICATION TO VACATE STAY

[June 29, 2021]

The application to vacate stay presented to THE CHIEF JUSTICE and by him referred to the Court is denied.

JUSTICE THOMAS, JUSTICE ALITO, JUSTICE GORSUCH, and JUSTICE BARRETT would grant the application.

JUSTICE KAVANAUGH, concurring.

I agree with the District Court and the applicants that the Centers for Disease Control and Prevention exceeded its existing statutory authority by issuing a nationwide eviction moratorium. See *Utility Air Regulatory Group v. EPA*, 573 U. S. 302, 324 (2014). Because the CDC plans to end the moratorium in only a few weeks, on July 31, and because those few weeks will allow for additional and more orderly distribution of the congressionally appropriated rental assistance funds, I vote at this time to deny the application to vacate the District Court's stay of its order. See *Barnes v. E-Systems, Inc. Group Hospital Medical & Surgical Ins. Plan*, 501 U. S. 1301, 1305 (1991) (Scalia, J., in chambers) (stay depends in part on balance of equities); *Coleman v. Paccar Inc.*, 424 U. S. 1301, 1304 (1976) (Rehnquist, J., in chambers). In my view, clear and specific congressional authorization (via new legislation) would be necessary for the CDC to extend the moratorium past July 31.





# COLLECTING RENT – STATEWIDE RENT MORATORIUM

- **Rent moratorium in effect through September 30, 2021**
- **To demand rent using Pay Rent or Quit for COVID rent requires**
  - NTRA-3 to have been delivered first and only then
  - PRO-TP-3 for 15-day notice to pay rent (for rent due from Sept 1, 2020, through September 30, 2020) with attached Declaration of COVID Financial Hardship (DCFD)
  - If DCFD is returned, then tenant is only required to pay 25% of rent by September 30 (for rent due between 9/1/20 and 9/30/21)
  - If not, then LL may proceed with UD, with the caveat that 1) The tenant could attempt to return DCFD before answering 2) Counties differ in UD processing times and 3) CDC Order
- **The unpaid COVID rent cannot be collected through the UD process (when tenant has returned declaration). This includes 100% of rent from 3/1/20, through 8/31/20, and 75% of rent from 9/1/20, through 9/30/21.**

(Check out all of our COVID L/T forms at <https://www.car.org/en/transactions/standard-forms/summary-forms-releases-chart/COVID---19-Forms-Release>)





**NOTICE TO PAY COVID TRANSITION PERIOD RENT OR QUIT**

(C.A.R. Form PRQ-TP-3, 7/21)

FOR RENT DUE BETWEEN SEPTEMBER 1, 2020 AND SEPTEMBER 30, 2021

To: \_\_\_\_\_ ("Tenant")  
and any other occupant(s) in possession of the premises located at: \_\_\_\_\_ (Street Address) \_\_\_\_\_ (Unit/Apartment #)  
\_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) ("Premises").  
Other notice address if different from Premises above: \_\_\_\_\_

**Notice to the above-named person(s) and any other occupants of the above-referenced Premises:**

WITHIN 15 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to (i) Pay Rent, which is past due (see Paragraph 2), (ii) Vacate the Premises and surrender possession (see Paragraph 3), or (iii) Sign, under penalty of perjury, and deliver to Landlord, the Declaration specified in paragraph 4B below and no later than June 30, 2021, pay Landlord 25% of the amount due. The signed Declaration specified in 4B may be delivered to Landlord in person or by mail at the address in 2D, or, if checked,  by email at the following email address: \_\_\_\_\_

**Rent Due and Payment:**

NOTE: Do not include any amount which was due more than one year prior to the date of service of this form (without first speaking to legal counsel).

- A. The total amount of rent which is past due is \$ \_\_\_\_\_
- B.  The total amount and the date each payment became due is specified in the attached Coronavirus Unpaid Rent Calculation Addendum (C.A.R. Form CURC).
- C. If applicable, check, money order, draft or instrument, shall be made payable to: \_\_\_\_\_
- D. Rent shall be delivered to: \_\_\_\_\_ (specific individual)  
whose phone number is \_\_\_\_\_, at \_\_\_\_\_ (Address)
- E.  Rent may be delivered in person between the hours of \_\_\_\_\_  
on the following days: \_\_\_\_\_

**Vacate the Premises and surrender possession.**

If you do not (i) pay the past due amount or (ii) give up possession by the required time, or (iii) sign and deliver the Declaration specified in paragraph 4 within the time specified in paragraph 1, and pay 25% of the amount due no later than June 30, 2021, and you continue to occupy the Premises, Landlord declares a forfeiture of the lease and a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174). 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 pay your rent.

**Declaration of COVID-19 Related Financial Distress:**

A. "NOTICE FROM THE STATE OF CALIFORNIA - YOU MUST TAKE ACTION TO AVOID EVICTION. If you are unable to pay the amount demanded in this notice because of the COVID-19 pandemic, you should take action right away.

**IMMEDIATELY: Sign and return the declaration form included with your notice** to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays. Sign and return the declaration even if you have done this before. You should keep a copy or a picture of the signed form for your records.

**BEFORE SEPTEMBER 30, 2021: Pay your landlord at least 25 percent of any rent you missed between September 1, 2020, and September 30, 2021. If you need help paying that amount, apply for rental assistance. You will still owe the rest of the rent to your landlord, but as long as you pay 25 percent by September 30, 2021, your landlord will not be able to evict you for failing to pay the rest of the rent. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes.**

**AS SOON AS POSSIBLE: Apply for rental assistance! As part of California's COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments. If you are behind on rent or utility payments, YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY! It is free and simple to apply. Citizenship or immigration status does not matter. You can find out how to start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com> right away."**

B.  An unsigned Declaration of COVID-19 Related Financial Distress (C.A.R. form DCFD) is attached to this Notice.

C.  High Income Tenant:

- (1) Landlord believes that Tenant is a high income tenant, and has documentation to support that belief. If Tenant chooses to sign and deliver the Declaration of COVID-19 Related Financial Distress, Tenant shall also submit, together with the Declaration, documentation supporting the claim of COVID-19 related financial distress.
- (2) "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."

5. Service of 2021 Notice to Tenant of COVID-19 Tenant Relief Act: (Check each box that applies.)

- A.  This Notice to Pay Rent or Quit is for unpaid rent due between September 1, 2020 and July 1, 2021. Landlord has provided Tenant with a copy of a Notice to Tenant of COVID-19 Tenant Relief Act (C.A.R. Form NTRA-3) prior to or concurrently with service of this Notice to Pay Rent or Quit. Form NTRA-3 must be provided to tenant no later than July 31, 2021.
- B.  This Notice to Pay Rent or Quit is for unpaid rent due between July 2, 2021 and September 30, 2021. Landlord has provided Tenant with a copy of a Notice to Tenant of COVID-19 Tenant Relief Act (C.A.R. Form NTRA-3) prior to or concurrently with the service of this Notice to Pay Rent or Quit. Form NTRA-3 may be provided to tenant concurrently with this Notice to Pay Rent or Quit if this Pay Rent or Quit is served on or before September 30, 2021.

C. Landlord should keep a copy of the document showing the date the NTRA-3 was provided to Tenant.

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(Owner or Agent)  
Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(Owner or Agent)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

6. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by \_\_\_\_\_, on \_\_\_\_\_ (date)  
in the following manner: (if mailed, a copy was mailed at \_\_\_\_\_ (Location))  
Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§ 11102(a) or 11102(b).

# WHAT ELSE HAPPENS ON JULY 31?

## MAYBE THIS BUNDLED FORM IS REMOVED



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

### CFPB DISCLOSURE OF POTENTIAL EVICTION PROTECTIONS (C.A.R. Form CFPB, 4/21)

The Consumer Finance Protection Bureau (CFPB) has issued an Interim Final Rule impacting certain persons, such as real estate agents and attorneys acting on behalf of a landlord or property owner, seeking to evict residential tenants for non-payment of rent. These persons must provide the tenants with a disclosure that the tenants may have rights under an eviction moratorium order issued by the Centers for Disease Control and Prevention (CDC). The CDC order may protect you (tenant or occupant) from temporarily being evicted or removed from the Premises. California law may provide you with similar protection, as specified in the attached notice.

#### Disclosure of Potential Eviction Protections

"Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law. Learn the steps you should take now: visit [www.cfpb.gov/eviction](http://www.cfpb.gov/eviction) or call a housing counselor at 800-569-4287."

Note: This form is intended for use by an agent or attorney acting on behalf of a landlord or property owner. If landlord or property owner is providing the attached Notice directly to tenant, the CFPB Rule does not require this form to be used or signed.

Landlord's Agent or Attorney \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_



## COVID-19 Forms Quick Summary

This chart is a quick summary of the most current COVID-19 related forms. Please note that this list is subject to change.

Form Code	Form Name	Date	Brief description of form
CDC-TD	Centers for Disease Control COVID-19 Tenant Declaration	Revised 7/2021	This form was created by an order from the CDC. If a residential tenant who cannot pay rent signs the form and delivers it to the landlord, the landlord may not evict the tenant for non-payment of rent until July 31, 2021. This only applies if the tenant earns no more than \$99,000 per year. The landlord is not obligated to provide this form to the tenant.
CFPB	CFPB Disclosure of Potential Eviction Protections	4/2021	This form advises tenants that they may have rights to avoid an eviction under federal law. Only required if pay or quit given by agent or attorney, not directly by a property owner. Form comes pre-attached to PRQ forms. Not available separately.
CRFP	Coronavirus Rent Forgiveness, Termination of Tenancy and Possession of Premises Agreement	2/2021	The CRFP creates a voluntary agreement between a residential landlord and tenant. The landlord agrees to forgive all or part of the unpaid rent in exchange for possession of the property on a date certain.
CRRRA	Coronavirus Unpaid Rent Repayment Agreement	2/2021	This voluntary agreement between a landlord and tenant is used to come to an arrangement to, over time, pay back rent that was unpaid since the beginning of the COVID-19 state of emergency. If a local government has issued an order or ordinance establishing a payback period, that local enactment needs to be complied with. Under a superseding state law, the payback period can begin no later than May 1, 2022 and end no later than May 31, 2023.
CURC	Coronavirus Unpaid Rent Calculation	7/2021	This form can be used to clearly document and organize any rents not paid from March 1, 2020, to September 30, 2021, which will need to be documented as part of any future eviction or which can be useful in coming to a repayment agreement.
DCFD	Tenant Declaration of COVID-19 Related Financial Distress	9/21/2020	Under the new California law, a landlord may not evict a tenant if the tenant signs and delivers to the landlord a declaration under penalty of perjury that the tenant is unable to pay rent due to a COVID-19 related reason. An unsigned version of this form must be attached to an eviction notice for unpaid rent from March 1, 2020, to January 31, 2021. No proof of inability to pay is required unless the tenant is a "high income" tenant.
NTRA-3	2021 Notice of Tenant of COVID-19 Tenant Relief Act	Revised 7/2021	This form, which provides a tenant with information regarding their rights under the new California law, is required to be given to any residential tenant who has not paid rent for any time between March 1, 2020, and September 30, 2021.
NTT	Notice of Termination of Tenancy	Revised 7/2021	Because of the different procedures related to California laws during the COVID pandemic, this form was modified to instruct the user to not use this form for termination of a residential tenancy prior to October 1, 2021, if the tenant is a natural person.
NTT-CTRA	Notice of Termination: COVID-19 Tenant Relief Act	Revised 7/2021	During the COVID covered period, March 1, 2020 – September 30, 2021, a tenancy can only be terminated for "cause." This form gives the allowable reasons and minimum notice periods.

**HTTPS://WWW.CAR.ORG/RISKMANAGEMENT/COVIDLEGALDOCS**



**HTTPS://WWW.CAR.ORG/RISKMANAGEMENT/COVIDLEGALDOCS**

<b>PCQ</b>	Notice to Cure or Perform Covenant or Quit	Revised 7/2021	This form informs the user (owners or landlords) that other forms are necessary if a non-rent monetary covenant is due between March 1, <u>2020</u> and September 30, 2021.
<b>PCQ-CTRA</b>	Perform Covenant: COVID Tenant Relief Act	Revised 7/2021	During the COVID covered period, March 1, 2020 – September 30, 2021, attempts to evict a tenant for failure to meet a non-monetary, contractual obligation have a different procedure. This notice to perform form can be used and should be followed by a separate notice to quit.
<b>PMC-CPP-3</b>	Notice to Cure Covid Protected Period Monetary Covenant or Quit	Revised 7/2021	This form, along with the next form to be discussed, was created to differentiate a breach of a monetary covenant from ordinary covenants, due to the requirements under the new law. This PMC-CPP is a 15-day notice to pay money, other than rent, that was due between March 1, 2020 and August 31, 2021.
<b>PMC-TP-3</b>	Notice to Cure Covid Transition Period Monetary Covenant or Quit	Revised 7/2021	This form is similar to the previous form, but would be used for money obligations, other than rent, that is due between September 1, 2020, and September 30, 2021.
<b>PRQ</b>	Notice to Pay Rent or Quit	Revised 7/2021	This form informs the user (owners or landlords) that other forms are necessary if a non-rent monetary covenant is due between March 1, <u>2020</u> and September 30, 2021.
<b>PRQ-PP-3</b>	Notice to Pay Covid Protected Period Rent or Quit	Revised 7/2021	Rather than a 3-day notice to pay or quit, a 15-day notice to pay rent or quit is required for any unpaid rent that was due between March 1, <u>2020</u> and August 31, 2020.
<b>PRQ-TP-3</b>	Notice to Pay Covid Transition Period Rent or Quit	Revised 7/2021	Rather than a 3-day notice to pay or quit, a 15-day notice to pay rent or quit is required for any unpaid rent that was due between September 1, <u>2020</u> and September 30, 2021.



# STATEWIDE JUST CAUSE EVICTION RULES EXTENDED TO SEPTEMBER 30, 2021

- AB 1482 – Statewide Rent Cap and Just Cause Eviction law (“The Tenant Protection Act”)
- AB 3088 – Statewide Rent Moratorium and Just Cause Eviction Law (“The Tenant Relief Act”). Now extended by AB 832 through September 30, 2021



# LOCAL EVICTION AND RENT MORATORIUMS

- Local *rent* moratoriums are preempted (if passed after August 19, 2020) until April 1, 2022, as long as it does not apply to rental payment that came due between March 1, 2020, and March 31, 2022.
- Local *just cause* moratoriums enacted by localities are NOT preempted.
  - For Example: The Los Angeles County Eviction Moratorium extended through September 30, 2021

What protections does the County's Moratorium include for residential tenants and mobilehome space renters ("Tenants")?

- Prohibits evictions for:
  - o Nonpayment of rent due to COVID-19 related financial hardship;
  - o No-fault reasons under the Los Angeles County Code ("Code"), including substantial remodels or demolition of property;
  - o COVID-19 related violations due to unauthorized occupants or pets;
  - o Nuisance; or
  - o Denying entry to a landlord



# RENT MORATORIUM EXTENSION AB

## 832 (REMAINS UNCHANGED FROM SB 91)

- **Fair Housing and COVID Rental Debt:** A landlord cannot use the fact of COVID rental debt as a negative factor in a rental application, and such debt cannot be used to deny a dwelling to an otherwise qualified tenant. Rental assistance money is a protected “source of income.”
- **Collection of Rent Must Be Applied to the Current Month:** Ordinarily, landlords may apply collected rent to the earliest rent owing (unless otherwise indicated). Under SB 91, the landlord cannot apply a monthly rental payment to any COVID rental debt other than the prospective month’s rent, unless the tenant has agreed, in writing, to allow it.





# RENT MORATORIUM EXTENSION AB 832 (REMAINS UNCHANGED FROM SB 91)

- **Late Fees:** Under the previous version of this law, there was no explicit prohibition against charging a late fee for non-payment of COVID rental debt. Now, under SB 91, the landlord cannot claim late fees for failure to timely pay COVID rental debt if the tenant has submitted a declaration of COVID related financial distress.
- **Security Deposits:** Additionally, there was previously no prohibition against deducting from the security deposit for COVID rental debt. Now the landlord cannot make deductions from the security deposit for COVID rental debt until after the tenant has vacated the property.



# RENT MORATORIUM EXTENSION AB 832

- **Collection of COVID Rental Debt in Small Claims**  
**Court:** Landlords may collect COVID rental debt in small claims court without regard to any money amount limit beginning November 1, 2021 (but local laws may postpone rent repayment as far as May 1, 2022).
- **Sought Rental Assistance as Attached Declaration on Filing:**  
Additionally, the landlord when filing such a case will have to demonstrate that they made a good faith effort to seek rental assistance for the tenant or that they cooperated with a tenant who is seeking such assistance.



# **COVID RENTAL HOUSING RECOVERY ACT**

## **PROCEDURE AFTER SEPTEMBER 30, 2021**

- Covers eviction lawsuits from October 1, 2021, to March 30, 2022
- New procedure requires that tenant be given chance to apply for rental assistance after service of 3-day notice. Practically tenant will have 15 business days after service to apply.
- New 3-day notice will be available When demanding rent that came due between 10/1/21 and 3/30/22. No need to provide declaration of COVID hardship

**"IMPORTANT NOTICE FROM THE STATE OF CALIFORNIA - YOU MUST TAKE ACTION TO AVOID AN EVICTION:** As part of the state's COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments.

**If you cannot pay the amount demanded in this notice, YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY!** It is free and simple to apply. Citizenship or immigration status does not matter.

**DO NOT DELAY! IF YOU DO NOT COMPLETE YOUR APPLICATION FOR RENTAL ASSISTANCE WITHIN 15 BUSINESS DAYS, YOUR LANDLORD MAY BE ABLE TO SUE TO OBTAIN A COURT ORDER FOR YOUR EVICTION.**

**You can start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com>.**



# COVID RENTAL HOUSING RECOVERY ACT

PROCEDURE AFTER SEPTEMBER 30, 2021

Eviction lawsuit will only proceed if prior to filing:

- ✓ The landlord has attempted to obtain rental assistance to cover the unpaid rent;  
and
- ✓ Rental assistance application has been denied  
or
- ✓ After 20 days pass, there is no sign that the tenant will cooperate

Requires the judge to verify that prior to filing the eviction lawsuit that the landlord attempted to obtain rental assistance and it was denied due to:

- ✓ The tenant was not eligible
- ✓ The rental assistance money was insufficient or
- ✓ The tenant did not cooperate with landlord



# COVID RENTAL HOUSING RECOVERY ACT

PROCEDURE AFTER SEPTEMBER 30, 2021

Special exception for tenant who is able to apply and receive assistance during the eviction lawsuit

- At any time before the tenant gets locked out by sheriff
- If the tenant obtains approval of rental assistance to cover the unpaid amount  
**and**
- The judge verifies that the landlord received the money.



# **COVID RENTAL HOUSING RECOVERY ACT**

**PROCEDURE AFTER SEPTEMBER 30, 2021**

- **Only covers tenancies that commenced prior to October 1, 2021**
- **Does not alter the ability of landlords to evict tenant for reasons other than non-payment**
- **Establishes mechanism for landlords, tenant, and courts to track the status of rental assistance applications.**



# STATE RENTAL ASSISTANCE PROGRAM

## **What is It?**

It's a program initiated by the federal government designed primarily for the purpose of settling rental arrearages by paying landlords back rent, or in some cases tenants, directly.

## **How much money will be allocated?**

About \$5.2 billion through the state of California. Larger cities and counties are additionally eligible to receive nearly half directly from the federal government which they may administer either on their own or in conjunction with the state program.

**Program began accepting applications in March**



# STATE RENTAL ASSISTANCE PROGRAM

## Program Prioritization

The distribution of the funds, however, is prioritized as follows:

- Priority 1: To eligible households whose income is under 50% of the area median income,
- Priority 2: To communities disproportionately impacted by COVID-19 (as determined by the Department of Housing and Community Development), and
- Priority 3: To eligible households whose income is under 80% of the area median income.
- Under AB 832, tenants who receive a 3-day notice to pay rent are bumped to Priority 1 (assuming that they would have otherwise qualified under Priority 2 or 3).





# STATE RENTAL ASSISTANCE PROGRAM

## Eligible Uses

- The prescribed eligible uses for funds are as follows:
  - Rental arrears – This is the highest priority
  - Prospective rent payments
  - Utilities, including arrears and prospective payments for utilities
  - Any other expense related to housing as provided in the authorizing federal law

## Landlord participation

- Conditioned upon the landlord's agreement to forgive the remaining rental debt owed by any tenant within the eligible household for whom rental assistance is being provided, including a claim for unlawful detainer, for the specified time period.



# STATE RENTAL ASSISTANCE PROGRAM

- To be eligible to receive rental assistance funds, a resident's household (an "eligible household") must meet all of the following criteria:
  - An "eligible household" is defined as a renter household in which at least one or more individuals meets the following criteria:
    - Qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19;
    - Demonstrates a risk of experiencing homelessness or housing instability. This may include a past due utility or rent notice or eviction notice; unsafe or unhealthy living conditions; or any other evidence of such risk as determined by the HCD; and
    - Has a household income at or below 80 percent of the area median.
- Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.
- Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median are to be prioritized for assistance.
- Household income is determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be re-determined every 3 months.



# CHANGES TO THE STATE RENTAL ASSISTANCE PROGRAM UNDER AB 832

- Landlords with eligible tenants can now recoup 100% of COVID-19 rental arrears for rent owed going back to April 1, 2020. Previously, landlords were limited (under state rules) to 80%.
- Landlords with eligible tenants can now recoup rent for rental periods beyond March 30, 2021. Previously, only back due rent between April 1, 2020, and March 30, 2021, could be paid.
- Landlords need not reapply for the additional 20% if they have already been approved to receive 80%. The additional 20% should be processed automatically without any additional applications or paperwork.
- For landlords with vacant units, they now may recover back COVID rent as long as the tenant would have qualified. Previously, landlords were ineligible to receive rental assistance if the tenant had already moved out.

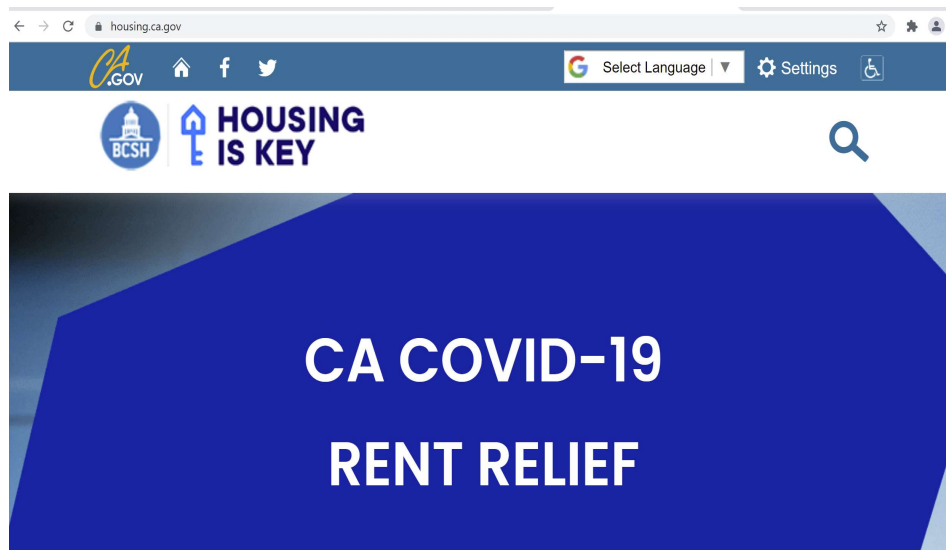


# CHANGES TO THE STATE RENTAL ASSISTANCE PROGRAM UNDER AB 832

- AB 832 requires cities and counties provide information by telephone or online, through which landlords, tenants, and a court may:
- Verify the status of an application for rental assistance based upon the property address and a unique application number.
- Obtain copies of any determination on an application for rental assistance, including
  - The name of the tenant that is the subject of the application.
  - The address of the property that is the subject of the application.
  - Whether the application has been approved or denied.
  - If the application has been approved, then the amount of the payment that has been approved and the period and type of rental debt to which the amount corresponds.
  - If the application has been denied, the reason for the denial.



# WHERE DO I SIGN UP?



## HousingIsKey.com

**Depending on your city or county you can apply there, but it won't be necessary because the California website will direct you to the correct site.**



# Which Jurisdiction Do I Apply To?

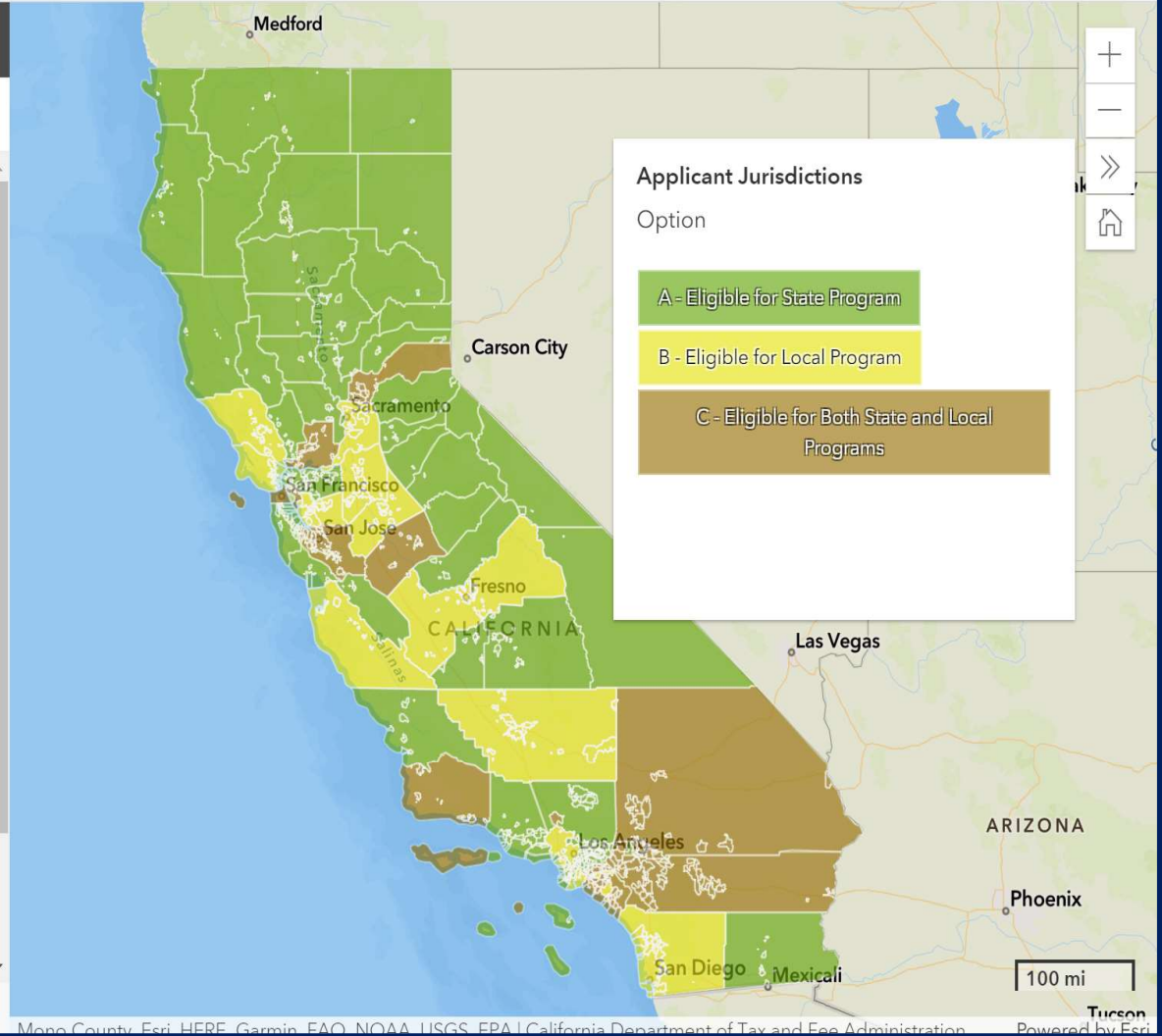
Find address or place

## Welcome!

Please enter the address you are applying for rental assistance on in the search box above. If more than one result is listed make sure to select the correct city.

If you don't know the address you can find the location on the map and click within the map.

The map will display a pin at the address and results will include whether to apply with the State of California or to your local jurisdiction.



**THANK YOU!**

