

End of the California Eviction Moratorium

On September 30, the COVID-19 Tenant Relief Act (CTRA) expired. However, that does not mean everything just goes back to pre-pandemic rules. Instead, a new law, the COVID-19 Rental Housing Recovery Act, has taken its place.

Certain Exemptions to the Just Cause Eviction Requirements are Back

As of October 1st, the standard exemptions to the just cause eviction rules returned, most significantly the exemptions for single family properties and properties built within the last 15 years (make sure the exemption notice, form RCJC, has been integrated into the rental agreement). Generally, for exempt properties, the landlord may terminate tenancy without fault with a 60-day notice. Of course, keep in mind that local eviction just cause rules may be more stringent.

New 3-Day Notice Procedures and Requirement to Apply for Rental Assistance

There are two new requirements for eviction proceedings. Beginning October 1: 1) a landlord may demand the full amount of rent using a special 3-day notice to pay rent or quit for rent that became due on or after October 1; and 2) The landlord may *only* proceed to file an eviction lawsuit if the emergency rental assistance has been denied or if the tenant has not cooperated in the application process for 20 days after service of the notice. The requirement to have applied for rental assistance and have received a denial (or for the tenant to have refused to cooperate) applies to any eviction lawsuit filed between October 1, 2021, and March 31, 2022. It is recommended that landlords file for emergency rental assistance prior to serving this 3-day notice.

For Rent due between September 1, 2020, and October 1, 2021, the 15-day notice is still required

The CTRA required landlords to provide a 15-day notice to pay rent or quit, with a blank declaration of COVID Financial Hardship. If the tenant signed and returned the declaration, no eviction can be filed, and the tenant had until September 30th, 2021, to pay at least 25% of COVID rental debt (rent that came due between September 2020 and September 2021). If proper notices were given at that time and the tenant did not make the 25% payment, the landlord may proceed to eviction. However, the landlord must still show that they applied for and were denied rental assistance. If the tenant was not previously given the 15-day notice for rent that became due between September 2020 and September 2021, then they must still be given a 15-day notice, even if served after October 1.

Exclusion for Tenancies that Start on or After October 1, 2021

If the tenancy has commenced on or after October 1, 2021, then it will not be necessary to apply for emergency rental assistance before filing an eviction lawsuit; however, the landlord should nonetheless still use the special 3-day notice to pay rent or quit. Remember: a "new" tenancy means that *all of the occupants are new occupants* as of October 1, 2021.

NOTE: The above explanation is a simplified version of a very complicated procedure. Furthermore, local cities and counties may have tenant protections in place beyond what state law requires. Even though C.A.R. may make forms available for landlords to use, all persons are strongly urged to work with their own landlord/tenant attorney specialist before providing these notices, especially if their ultimate aim is to evict through a court procedure.