

End of the California Eviction Moratorium

On September 30, 2021, the COVID-19 Tenant Relief Act (CTRA) expired. However, procedures for demanding rent and commencing and eviction did not immediately revert to pre-pandemic rules. Instead, a new law, the COVID-19 Rental Housing Recovery Act, took its place.

Certain Exemptions to the Just Cause Eviction Requirements are Back

As of October 1st, 2021, 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.

3-Day Notice Procedures and Requirement to Apply for Rental Assistance from October 1, 2021, through March 31, 2022

For rent due between October 1, 2021, through March 31, 2022, there were two new requirements for eviction proceedings. Beginning October 1, 2021: 1) a landlord could 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 could *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.

These rules do not apply to tenancies that commenced on or after October 1, 2021, where all of the occupants are new occupants as of October 1, 2021.

For Rent due between September 1, 2020, through September 30, 2021

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.

For rent due from April 1, 2022, a landlord may demand rent following the pre-pandemic procedures. Localities may adopt new COVID procedures beginning July 1, 2022.

Beginning April 1, 2022, landlords were able to demand rent that became due in April or later using pre-pandemic procedures. There was neither a requirement to file for emergency rental assistance, nor any special amendment to a standard 3-day notice to pay rent or quit. However, beginning July 1, 2022, cities and counties could once again impose their own special COVID financial hardship rules for demanding rent. Los Angeles county, for example, has adopted such a rule.

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.