

July 1 Expiration of the State Rent Moratorium and State Preemption

Since October of 2021, a tenant could no longer claim a COVID financial hardship as a basis for non-payment of rent coming due; however, the tenant could still file for emergency rental assistance, and only if such assistance was denied or the tenant did not complete their application could the landlord proceed with an eviction lawsuit. Additionally, a 3-day notice containing specific language advising tenants of the possibility of applying for emergency rental assistance was required. These rules have now expired effective July 1, 2022.

Additionally, the state preemption of local rent moratoria has expired. This will allow cities and counties to reimpose their own local rent moratoria just as they did in the very early days of the pandemic in 2020.

Can a tenant or landlord still apply for emergency rental assistance?

No. The program has been closed to new applications at both the state and local level since April 1, 2022.

Is a landlord required to apply for emergency rental assistance as a precondition of filing an eviction lawsuit?

No. In an action for unlawful detainer (an eviction lawsuit), there is no longer any requirement that the landlord show proof that they filed for emergency rental assistance as a condition of issuance of a summons or show proof of having been denied such assistance as a condition of obtaining a judgment. Previously, this was required for all residential unlawful detainer lawsuits based on a demand for rent owing from March of 2020, through March 31, 2022.

If I am demanding rent from a residential tenant due from October 1, 2021, or later, what type of notice is required?

Unless the property is subject to a federally backed mortgage loan or a local rent moratorium, the notice required is a standard 3-day notice to pay rent or quit. It is no longer necessary to use a notice with specific language required by the Recovery Act.

What about rent that was due and unpaid prior to October 1, 2021, for the period between March of 2020 and September of 2021?

This type of debt is still covered by the COVID-19 Tenant Relief Act (CTRA), and the landlord will still be required to use a special notice when demanding "COVID rental debt." (C.A.R. Form PRQ-TP-6). However, there will not be a requirement to prove that emergency rental assistance was applied for.

If the state preemption period expires, will cities and counties now be able to reimpose their own local rent moratoria just as they had in the early part of the pandemic?

Yes. The COVID-19 Tenant Relief Act (CTRA), originally passed in September of 2020, preempted the myriad local rent moratoria that had developed in the early days of the pandemic. Between March 2020 and August 2020 there were roughly 150 cities that had enacted their own local rent moratoria.

Now, however, this preemption of local rent moratoria has expired, and every city or county in the state is free to enact their own new rent moratorium law. Los Angeles County and the city of San Diego already have, and their ordinances are in effect starting July 1. For information about LA County tenant protections including their rent moratorium, see "[About LA County's COVID-19 Renter Protections.](#)"