



FAQs: COVID-19 (Coronavirus) **Tenant Protections**

Can my landlord evict me for not paying rent during the Pandemic?

NO. If you have lost wages due to the pandemic, **your landlord CANNOT evict you during this time**. California passed the COVID-19 Tenant Relief Act of 2020 (AB 3088) which prohibits evictions for non-payment of rent due to loss of income that is COVID-19-related.

What does “COVID-19-related” mean?

You are protected from eviction if you lost wages due to the Pandemic. This includes if you were unable to work due to childcare issues, if you had to care for a sick family member, or if you yourself got sick.

What if I couldn't pay my rent for the months of March 2020 through August 2020?

A landlord cannot evict you for rent owed during this time. HOWEVER, you are still responsible for the rent owed and your landlord may take you to small claims court. You can also make a repayment plan with your landlord, but only do this if you have returned to work. Paying for food and medicine should come first.

What if I cannot pay rent for the months of September 2020 through January 2021?

If you are not able to pay rent for a COVID-19-related reason, your landlord cannot evict you. However, you are required to pay 25% of total rent owed from September 2020 through January 2021 *by the end of January 2021*. You do not need to pay 25% each month!

Your landlord should give you a 15-Day Notice to vacate the property with an attached Declaration stating that you are unable to pay rent due to Covid-19 *for each month during this time period*. If you are unable to pay rent, sign, date and submit the Declaration to your landlord within 15 days. You can also find a copy of the Declaration on Legal Aid of Marin's website.

What kind of units do the protections apply to?

The prohibition on evictions applies to all units, even if you are renting a room or part of a room in a unit.

Who is protected by this law?

All renters! You are protected even if you are a subtenant or are undocumented.

What if I pay rent and/or have a lease with a master tenant?

A master tenant has the same obligations as a landlord under the law! The master tenant MUST go through the same eviction process as a landlord.

What if my master tenant stops paying rent?

Keep records of every rent payment that you make. Try and pay your landlord/manager directly. Submit your own declaration to the landlord/manager and keep a copy. Taking a photo of your rent payment, declaration, or any other important documents is fine.

What if my master tenant abandons the unit?

You are still a tenant by law if you have lived in the unit for more than 30 days. The landlord MUST go through court to have you evicted. A landlord is not obligated to enter into a lease with you, but you can try – no guarantees.

Do I need to pay 25% of the rent every month?

No. You can pay 25% of the total months owed by January 31, 2021.

Example: If your rent is \$1000 per month, then the total rent owed from September to January will be \$5000. You must pay \$1250 BY JANUARY 31, 2021 in order to avoid eviction.

Can I pay more than 25% of the rent if I am able to?

Yes, you can pay as much as you want. Just make sure it is at least 25% of the rent owed between September 1, 2020 and January 31, 2021.

For any partial payments during this time, make sure your landlord understands that you are paying towards the 25% required by the new law. You can write this in the memo line of your rent check or include a letter with your payment. We suggest you keep a receipt and copies of any payments you make to your landlord.

What if I get a letter demanding that I pay rent? What if I get an eviction or notice to vacate?

Seek legal advice immediately. Your landlord can serve you a “Notice to Pay or Quit” but DO NOT PANIC! Just submit your declaration as stated above. Your landlord cannot force you to

leave your unit or to pay rent while the current protections are in place. If your landlord threatens you with forcible removal or locks you out of your unit, you should call the police. Contact us at (415) 492-0230. **Our services are free and confidential.**

Can the Landlord call the Police on me or lock me out if I do not pay all past due rent by January 31, 2021?

No. A landlord or master tenant MUST serve you a valid eviction notice and go through the court process to have you removed from your home. If your landlord or master tenant locks you out of your home, call the police – it will help if you are able to show pictures of the rent you have paid on your phone.

Do I have to enter into a payment plan with my landlord?

No, your landlord cannot force you to enter into a payment plan for unpaid rent. However, if you choose to enter into a payment plan, seek legal advice to review the agreement before signing. Contact us at (415) 492-0230. **Our services are free and confidential.**

If I seek legal advice or get help paying my rent from a non-profit organization, will I be considered a public charge?

No! Seeking legal or rental assistance DOES NOT jeopardize your legal status. You will NOT be considered a public charge if you get help. For more information on public charge, contact us at (415) 492-0230. **Our services are free and confidential.**

Can my landlord raise my rent during the COVID-19 emergency?

Your landlord can raise your rent, but is limited by state and local regulations. If you get a rent increase of more than 6% of your current rent, seek legal advice in determining if the rent increase is legal. Contact us at (415) 492-0230. **Our services are free and confidential.**

Can my landlord harass me for not paying rent?

No. Your landlord cannot retaliate against you if you do not pay rent. The landlord cannot lock you out of your home, threaten to call ICE/sheriff, cut off utilities, take away services that are provided in your lease, or harass you to move out. If you experience any sort of harassment as result of not paying rent under the new law, please call us.