



Frequently Asked Questions

APRIL 21, 2020

Temporary Moratorium on Tenant Evictions Due to COVID-19: FAQs

On March 24, 2020, the Yolo County Board of Supervisors (“Board”) adopted Resolution 20-29, which established a temporary moratorium in the unincorporated area of the County on residential and commercial evictions for non-payment of rent, a decline in income or increased personal medical costs arising from the novel coronavirus (COVID-19) pandemic.

On April 21, 2020, the Board adopted an urgency ordinance expanding on the protections available to tenants resulting from compliance with local and state shelter-in-place orders or a failure to pay rent caused by COVID-19. This moratorium initially took effect on March 24, 2020 and was expanded by the ordinance adopted on April 21. The ordinance will remain in effect for 180 days after the Public Health and Local Emergencies are terminated.

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WHAT IS THE PURPOSE OF THE MORATORIUM?

The purpose of the moratorium is to preserve the public peace, health, safety and welfare in the unincorporated areas of Yolo County by limiting evictions related to compliance with state and/or local shelter-in-place orders or failure to pay rent due to loss of income resulting from COVID-19. Without such action, eviction notices are likely to surge as a result of residents and businesses complying with the shelter-in-place orders and related losses of income or substantial medical expenses associated with COVID-19.

A surge in evictions, whether residential or commercial, would increase overall economic stress and result in greater vulnerability to COVID-19. For commercial tenants, evictions would result in the loss of local, family owned businesses, the loss of jobs for employees, and negative impacts to surrounding businesses, potentially even leading to urban decay. For residential tenants, evictions would hinder individuals from complying with state and local orders to shelter in place, and would lead to increased spread of COVID-19, overburdening our healthcare system, and potentially resulting in loss of life.

WHO IS PROTECTED?

All residential and commercial tenants. Single family residences, multifamily apartments, condominiums, and any retail, commercial, and industrial spaces that are rented are included in the eviction moratorium.

WHAT TYPES OF EVICTIONS ARE PROHIBITED UNDER THE MORATORIUM?

Tenants who are experiencing impacts from the COVID-19 pandemic are protected against eviction for failure to pay rent, eviction for violation of a lease term, no-fault evictions (where the tenant didn't do anything wrong, they paid rent and followed the rules, but the landlord decided at the end of the lease term to no longer rent to the tenant), and constructive evictions (where the landlord does or fails to do something that makes the premises uninhabitable, such as turning off the heat or water) while the ordinance is in effect. However, a landlord may still evict a tenant when it is immediately necessary due to a public health or safety concern such as the tenant causing significant damage to the rented space.

If a tenant is faced with an eviction, the ordinance provides a defense that the tenant may use to help prevent the eviction from occurring and allow the tenant to stay housed. If faced with an eviction, a tenant should seek legal counsel to assess whether the ordinance and its affirmative defense applies.

ARE THERE ANY SPECIAL NOTICE REQUIREMENTS WHEN A LANDLORD PURSUES EVICTION WHILE THE MORATORIUM IS IN PLACE?

Yes. If a landlord pursues eviction of a tenant while the ordinance is in effect, they must inform the tenant of why the tenancy is being terminated and must also provide the tenant with a "notice of tenant's rights" under the ordinance as well as a notice of emergency rental assistance programs. The

County has created a “notice of tenant rights” form that a landlord may use. If the landlord fails to provide these notices, any notice of eviction is void unless and until the notice defects are remedied.

WHAT MUST TENANTS DO TO GET PROTECTION UNDER THIS ORDINANCE?

A tenant must be able to provide documentation or other evidence, that they are experiencing impacts from the COVID-19 pandemic. These impacts include one or more of the following:

1. A substantial loss of income from COVID-19 related causes, including (a) job loss; (b) layoff; (c) a reduction in the number of compensable hours of work; (d) a store, restaurant, office, or business closure; (e) a substantial decrease in business income caused by a reduction in opening hours or consumer demand; (f) the need to miss work due to a suspected or confirmed case of COVID-19 or to care for a dependent child or a family member with a suspected or confirmed case of COVID-19; (g) the need to miss work to care for a dependent child due to a school or child-care facility closure; or (h) compliance with a state or local order or directive to stay home, self-quarantine, or avoid congregating with others during the Public Health and Local Emergencies; or
2. Compliance with a lease term would prevent compliance with a state or local order or directive to stay home, self-quarantine, or avoid congregating with others during the Public Health and Local Emergencies; or
3. Substantial out-of-pocket medical expenses that resulted from the COVID-19 pandemic.

If a tenant is unable to pay rent, in full or in part, they are to notify the landlord in writing, before the rent is due, or within a reasonable amount of time afterwards not to exceed seven (7) days, that the tenant has suffered a loss of income due to COVID-19 and will be unable to pay the full amount of rent due. The County has created a “Notice of Delay of Rent Payment” form that tenants may use, however, tenants may also use their own hand-written or printed landlord notifications.

WHAT KIND OF DOCUMENTATION OR EVIDENCE MUST TENANTS PROVIDE?

Documents may include, but are not limited to: termination notices, payroll checks, pay stubs, bank statements, signed letters or statements from an employer or supervisor explaining the tenant’s changed financial circumstances, medical bills, a doctor’s note excusing tenant from work due to a suspected or confirmed case of COVID-19 or to care for a dependent child or family member suspected or confirmed to be infected by COVID-19, letters or notifications from schools or child-care facilities in which the tenant has a dependent child enrolled regarding COVID-19 related closures, documentation showing a loss of revenue or need to temporarily shut down business in compliance with a local or state order.

WHY ARE TENANTS REQUIRED TO PROVIDE DOCUMENTATION?

Just as COVID-19 has financial effects on tenants it also creates a financial burden for landlords. Therefore, documentation demonstrating a tenant’s inability to pay rent is required to be shared with the landlord of a property to support the landlord if they choose to seek mortgage relief due to substantial loss of income resulting from COVID-19.

CAN TENANTS JUST STOP PAYING RENT DURING THIS TIME?

No. While the ordinance is in effect, tenants must continue to pay any portion of the rent that they are able to pay. The Ordinance does not relieve the tenant of liability for any unpaid or delayed rent and the landlord may seek payment of any delinquent rent after the Public Health and Local Emergencies are no longer in effect.

WHEN MUST TENANTS PAY BACK DELINQUENT RENT?

After the termination of the public health and local emergency orders, tenants will need to pay any past due rent to their landlords within 180 days.

A repayment plan may be arranged between the tenant and landlord of the property. If no agreement is reached between the tenant and landlord, then the total of all the delayed payments shall be repaid in six (6) equal payments every thirty (30) days beginning the day after the expiration of the local emergency order. No late fees may be charged or collected by the landlord for rent that is delayed for COVID-19 related reasons in accordance with the ordinance.

WHAT IF A TENANT WAS LATE PAYING RENT BEFORE THE RESOLUTION OR ORDINANCE WERE ADOPTED—PRIOR TO MARCH 24, 2020?

Resolution 20-29 and the ordinance do not prevent a landlord from evicting a tenant who failed to pay rent that was due before March 24, 2020.

WHAT CAN LANDLORDS DO AND NOT DO?

Landlords Can	Landlords Cannot
Collect any portion of rent that the tenant is able to pay and to recover unpaid or delayed rent after the Public Health and Local Emergencies are no longer in effect.	Evict a tenant for failure to pay rent, violation of a lease term, or any no-fault eviction, if a tenant provides written notice and documentation.
Request documentation or other credible evidence from tenants demonstrating the COVID-19 related reason for failure to pay rent or violating a lease term.	Serve a notice of termination on a tenant without listing a reason for the termination, a notice of tenant rights, and a notice of emergency rental assistance programs. (Notice of tenant rights and rental assistance programs are available from the County)
Evict a tenant when immediately necessary due to the existence of a public health or safety concern (including the destruction of property or violent or disruptive behavior).	Conduct actions that are deemed constructive evictions (such as terminating a tenant’s utilities).

<p>Evict a tenant for failure to pay rent that was due before the ordinance or other protective resolution or state order was adopted or for any other lease violation not protected by the ordinance.</p>	<p>Charge or collect a late fee for rent that is delayed for the reasons stated in the ordinance.</p>
<p>Evict a tenant within the 180 days after the Public Health and Local Emergencies are no longer in effect, if the tenant fails to repay delinquent rent as agreed upon or within the repayment schedule established in the ordinance.</p>	<p>Evict a tenant within the 180 days after the Public Health and Local Emergencies are no longer in effect if the tenant is compliant in repaying delinquent rent as agreed upon or within the repayment schedule established in the ordinance.</p>
	<p>Evict a tenant for having been infected with or exposed to COVID-19.</p>

WHAT HAPPENS IF A LANDLORD MOVES FORWARD WITH AN EVICTION?

If a tenant complies with the requirements, a landlord cannot serve an eviction notice, file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise attempt to evict the tenant for nonpayment of rent. A tenant may use this ordinance as an affirmative defense in an unlawful detainer or other action brought by a landlord to recover possession of the rental unit. If a landlord violates this eviction prohibition, a tenant may pursue injunctive relief and any other remedies available under local, state or federal law.

WHAT RESOURCES ARE AVAILABLE?

Resources for residential and commercial tenants include:

- “Notice of Delay of Rent Payment” form for tenants to provide to their landlord if they will not be able to pay all or part of their rent due to COVID-19. This form is available on the Yolo County website at www.yolocounty.org/coronavirus-guidance under the “Federal, State and Local Assistance” tab.

Resources for landlords include:

- A notice of tenant rights, which includes a list of emergency rental and housing assistance programs, for landlords to provide to tenants is available on the Yolo County website at www.yolocounty.org/coronavirus-guidance under the “Federal, State and Local Assistance” tab.

Disclaimer: The information provided in this FAQ does not, and is not intended to, constitute legal advice; instead, all information, content, and materials are for general informational purposes only. No reader of this FAQ should act or refrain from acting on the basis of information in this FAQ without first seeking legal advice from counsel licensed in the state of CA. Only your individual attorney can provide assurances that the information contained herein – and your interpretation of it – is applicable or appropriate to your particular situation.