

## **QUESTIONS AND ANSWERS FOR SLO COUNTY RESIDENTIAL TENANTS REGARDING COVID-19 EMERGENCY EVICTION MORATORIUM**

On March 18, 2020, the County of San Luis Obispo issued Local Emergency Order and Regulation No. 3, temporarily suspending evictions of tenants who are unable to pay rent because of COVID-19. The order also temporarily suspends “no fault” evictions. On March 27, 2020, Governor Newsom signed a statewide Executive Order (No. N-37-20) related to evictions. The SLO County order remains in effect and offers more protections for tenants, which are described in some detail in this FAQ.

### ***Can I be evicted during the coronavirus pandemic?***

Your landlord can serve you with an **eviction notice** during this time, with some major exceptions that will be discussed below. **Landlords can also still file unlawful detainer (eviction) lawsuits** with the court (again, with some major exceptions). **If you have been served with an unlawful detainer complaint, you should contact us to see if and when you have to respond; if you don't respond within 5 days of being served with the “Summons and Complaint” (not counting Saturday, Sunday, or court holidays), a “default” can be taken against you.**

However, the Sheriff's Office is not enforcing evictions until after May 31, 2020 which means even if there is an eviction order against you, the Sheriff will not lock you out until after May 31.

If you are served with a Summons and Complaint, call SLOLAF (805) 543-5140 or CRLA (805) 544-7994.

### ***What if I can't pay rent because of COVID-19?***

If you cannot pay your rent because of COVID-19, **explain to your landlord in writing (which can be an email or text if you normally communicate with your landlord via email or text) that you cannot pay your rent because of COVID-19 and save a copy.** Some examples of inability to pay rent because of COVID-19 include:

- Being sick with COVID-19 or caring for a household or family member who is sick with COVID-19

- Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19
- Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid contact with groups
- Extraordinary out-of-pocket medical expenses related to COVID-19
- Child-care needs caused by school closures related to COVID-19

**Your landlord cannot serve you with an eviction notice or file an unlawful detainer lawsuit against you for nonpayment of rent if:**

1) The reason you cannot pay your full rent is related to COVID-19 (see list of examples above), AND

2) you explain the situation to your landlord **in writing within 30 days after the date the rent is due**, AND

3) you provide proof to your landlord that your inability to pay rent is caused by COVID-19, (for example, by showing your landlord a letter from your employer saying that you have been laid off because of COVID-19 or a pay stub showing a significant reduction in pay or hours worked because of COVID-19.) This rule currently applies through May 31, 2020.

### ***What should my letter to my landlord look like?***

[Click here](#) for a sample letter you can give to your landlord. You will need to fill in the blanks and delete the highlighted writing and fill in your own responses to explain why you can't pay rent, and to tell your landlord what documentation you can provide to prove this claim.

You can also [click here](#) for a **sample letter to have your employer or your former employer fill out**. This can be used to help prove your claim that you cannot pay rent because of COVID-19. Again, fill in the blanks and change the highlighted writing to explain *your* particular situation.

Please feel free to call us at (805) 543-5140 if you have any questions about these sample letters or how to use them.

### ***Am I off the hook for rent due during this time?***

**NO.** You should attempt to pay some of your rent, if you can. If you cannot pay all of your rent as it becomes due because of COVID-19, and your landlord does not forgive the rent, you must pay

that unpaid rent **within six months after the local emergency period ends**. However, your landlord **cannot** later bring an eviction against you for rent that was due and unpaid because of COVID-19 during the local emergency period. Currently, the “local emergency period” will last through May 31, 2020. That means your landlord can sue you in small claims court for the back rent owed but cannot evict you because of it.

***If my landlord asks for medical or financial information to prove my claim that I can't pay my full rent because of COVID-19, do I have to provide this?***

Yes. Your landlord can ask for this information, but *only* for the purpose of evaluating your claim. Your landlord is *required* to keep this information private and confidential.

***Can my landlord charge me a late fee for rent that is late because of COVID-19?***

No, so long as the reason for nonpayment is related to and properly documented as being related to COVID-19.

***Can my landlord bring a “no fault” eviction against me?***

No. Your landlord cannot serve you with a “no fault” eviction notice or file a “no fault” unlawful detainer lawsuit against you. This rule currently applies through May 31, 2020. A “no fault” eviction is an eviction that isn't based on any fault or violation of the tenant. Some examples of a “no fault” eviction include an owner move-in eviction or an eviction after a tenant's lease term has expired. This also means that if you previously gave notice to your landlord that you would move out at some point during this time period, and if you don't move out when you said you would, your landlord cannot serve you with an eviction notice or an unlawful detainer lawsuit.

***Can I be evicted if my landlord says I violated my lease or caused a “nuisance?”***

Yes. Your landlord may serve you with a notice of termination of tenancy (such as a Three Day Notice to Cure or Quit, a Three Day Notice to Quit, or a 90-day notice of termination, if you have a section 8 voucher) for violating your lease. Your landlord can also then file an unlawful detainer complaint against you.

## ***What should I do if my landlord violates this eviction moratorium and tries to evict me?***

If your landlord has served you with an eviction notice, please contact us so we can help you determine if you are protected under this emergency order.

### ***San Luis Obispo Legal Assistance Foundation***

(805) 543-5140 or [info@slolaf.org](mailto:info@slolaf.org)

*Serving seniors age 60+ and low-income veterans in SLO County*

### ***California Rural Legal Assistance***

(805) 544-7994

*Serving low-income San Luis Obispo County residents*

\*Please note that our offices are closed to the public, but we are still available by telephone.

## **Helpful Links/Resources**

- Court Information Regarding COVID-19: <https://www.slo.courts.ca.gov/4802.htm>
- Daily County COVID-19 Briefings at 3:15pm: WATCH live at <https://www.facebook.com/SLOpublichealth.org>
- SLO County COVID-19 information and resource center: <https://www.emergencyslo.org/en/covid19.aspx>

*This information is subject to change as new policies and guidelines are established and announced by the City and/or County of San Luis Obispo. You can read the full order of the court on this issue in Local Emergency Order and Regulation No. 3, issued on March 18, 2020, which can be found at:*

<https://www.emergencyslo.org/en/resources/Current-Emergency-Information/Documents/Local-Emergency-Order-3-Corrected.pdf>