

## Rent Moratorium and Just Cause Eviction Rules Extended

- **Tenants have until the end of June to pay 25% of the COVID rent:** Tenants have until the end of June to pay 25% of all rent due for the months of September 2020 through June 2021, and only if the tenant fails to make such payment by the end of June would a landlord be able to file an unlawful detainer beginning July 1, 2021 (if a tenant has provided the landlord with a signed declaration of COVID related financial distress).
- **Just cause eviction rules extended:** These rules apply to all properties through June 2021, even if those properties were previously exempt from the statewide just cause eviction rules. This does not mean that a landlord cannot evict, only that the eviction must be based on one of the 16 just cause reasons.
- **Updated Form to be Delivered by February 28, 2021:** A revised NTRA Form, with the abbreviation NTRA-2, ("Notice to Tenant of COVID-19 Tenant Relief Act") will have to be delivered to tenant who has not paid COVID rental debt.
- **Late Fees:** Under the previous version of this law, there was no explicit prohibition against charging a late fee for non-payment of COVID rental debt. Now, under SB 91, the landlord cannot claim late fees for failure to timely pay COVID rental debt if the tenant has submitted a declaration of COVID related financial distress.
- **Security Deposits:** Additionally, there was previously no prohibition against deducting from the security deposit for COVID rental debt. Now the landlord cannot make deductions from the security deposit for COVID rental debt until after the tenant has vacated the property.
- **Collection of COVID Rental Debt in Small Claims Court:** Landlords may collect COVID rental debt in small claims court without regard to any money amount limit beginning August 1, 2021 (but local laws may postpone rent repayment to August 31, 2021).
- **Sought Rental Assistance as Attached Declaration on Filing:** Additionally, the landlord when filing such a case will have to demonstrate that they made a good faith effort to seek rental assistance for the tenant or that they cooperated with a tenant who is seeking such assistance.
- **Fair Housing and COVID Rental Debt:** A landlord cannot use the fact of COVID rental debt as a negative factor in a rental application, and such debt cannot be used to deny a dwelling to an otherwise qualified tenant. Rental assistance money is a protected "source of income."
- **Collection of Rent Must Be Applied to the Current Month:** Ordinarily, landlords may apply collected rent to the earliest rent owing (unless otherwise indicated). Under SB 91, the landlord cannot apply a monthly rental payment to any COVID rental debt other than the prospective month's rent, unless the tenant has agreed, in writing, to allow it.