

## TENANT CHECKLIST

This checklist explains your rights and responsibilities under **state law** if you are being evicted any time after October 5, 2020.

**Note:** You may have additional rights under **other laws**



- The federal Centers for Disease Control and Prevention has extended their [Temporary Halt in Evictions to Prevent the Further Spread of COVID-19](#) through **June 30, 2021**.
- Your city or county may have a local ordinance with protections for renters during the COVID-19 pandemic.

**Please consult an attorney, legal aid office or court self-help center for additional information about your rights and responsibilities under federal, state and local laws.**

- If you have **COVID-19 rental debt**, state law protects you from being evicted because of failure to pay that money through **June 30, 2021**, if you provide a declaration to your landlord that you cannot pay because of COVID-19 **within 15 days of receiving an eviction notice**.
- **COVID-19 rental debt** means unpaid rent or any other money you owe under the lease, such as parking fees, that came due between **March 1, 2020 and June 30, 2021**.
- If you have COVID-19 rental debt that came due between **September 1, 2020 and June 30, 2021**, you must pay 25% of the total amount you owe between those dates by **June 30, 2021**. If you do so, you can never be evicted for failing to pay that debt. If you do not pay 25% by June 30, 2021, your landlord may evict you for failing to pay beginning on **July 1, 2021**.
- You will still owe unpaid COVID-19 rental debt to your landlord. Your landlord may sue you for the money you owe on or after **August 1, 2021**.
- You may qualify for rental assistance. The state of California has created an **emergency rental assistance program** to assist renters who have been unable to pay their rent and utility bills because of the COVID-19 pandemic. While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.
- **You may still be evicted for a different reason, such as nuisance, committing a crime on the property, or if the owner has a justified reason for taking back the property.**

## Rights and responsibilities at two stages of eviction

### Stage 1: Notice

At this stage, your landlord has served you a notice saying that you have to leave the property. The notice may also ask you to “pay rent” or “perform covenants” or “provide a declaration.”

### Stage 2: Court

At this stage, your landlord has filed a Complaint for Unlawful Detainer, which begins the court process.

**Read about your rights and responsibilities at each stage below.**

#### Stage 1: Notice

At this stage, your landlord has served you a notice saying that you have to leave the property. In some cases, the notice will tell you what you have to do to stay, such as pay rent that you owe.

**Your rights and responsibilities depend on the type of notice you receive.**



If you receive a 15-day notice to pay rent or other money required under the rental agreement, quit (leave the home), or provide a declaration because of **COVID-19 rental debt** that you failed to pay between **March 1, 2020 and August 31, 2020**:

- The notice should include a Notice from the State of California about your rights and responsibilities and an unsigned declaration of COVID-19-related financial distress.
- You should also receive a general notice including a statement that you may qualify for rental assistance and providing a website and phone number where you can get more information.
- If you did not pay rent between March 1, 2020 and August 31, 2020 because you were experiencing COVID-19-related financial distress, you can deliver to your landlord a [signed declaration of COVID-19-related financial distress](#).
- To be protected, you must deliver the declaration before the expiration of the notice, which is 15 days after it was served on you (not counting Saturdays, Sundays or judicial holidays).
- Delivering the declaration means that you either give it to the landlord in person (if the notice provides an address for personal delivery), by email (if the notice provides an email where it can be delivered), by mail, or any way that you usually pay the rent.
- If you deliver a declaration of COVID-19-related financial distress to the landlord before the 15-day notice expires, the rent that you owe becomes a debt and you cannot be evicted because you did not pay it. The landlord can sue you to collect the debt.



If you receive a 15-day notice to pay rent, quit (leave the home), or provide a declaration because of **COVID-19 rental debt** that you failed to pay between **September 1, 2020 and June 30, 2021**:

- The notice should include a “Notice from the State of California” about your rights and responsibilities and an unsigned declaration of COVID-19-related financial distress.
- If served on or after February 1, 2021, the notice should include a statement that you may qualify for rental assistance and provide a website and phone number where you can get more information.
- If you do not pay rent between September 1, 2020 and June 30, 2021 because you are experiencing COVID-19-related financial distress, you can deliver to your landlord a [signed declaration of COVID-19-related financial distress](#).
- To be protected, you must deliver the declaration before the expiration of the notice, which is 15 days after it was served on you (not counting Saturdays, Sundays or judicial holidays). (Note: you may receive a 15-day notice and blank declaration each month. You must deliver a new declaration each time you get a 15-day notice if you remain unable to pay.)
- Delivering the declaration means that you either give it to the landlord in person (if the notice provides an address for personal delivery), by email (if the notice provides an email where it can be delivered), by mail, or any way that you usually pay the rent.
- If you deliver a declaration of COVID-19-related financial distress to your landlord before the 15-day notice expires **AND** you pay 25% of the amounts you owe by June 30, 2021, you cannot be evicted because of failure to pay the rest. The rest becomes a debt that the landlord can sue you to collect.



If you are served with a termination notice for another reason, not related to **COVID-19 rental debt**:

**Consult an attorney, legal aid office or court self-help center for additional information about your rights and responsibilities under federal, state and local laws.**

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[Tenant and Landlord Resources](#)

## Stage 2: Court

At this stage, your landlord has filed a Complaint for Unlawful Detainer, which begins the court process. **Your rights and responsibilities depend on whether you owe COVID-19 rental debt, whether you are being evicted because you owe COVID-19 rental debt, and whether or not you provided a declaration to your landlord within the time required.**



If you are served with a Complaint for Unlawful Detainer saying that you failed to pay **COVID-19 rental debt** between March 1, 2020 and June 30, 2021 **and you did not give your landlord a declaration of COVID-19-related financial distress within the time required:**

- You may file a declaration of COVID-19-related financial distress with the court within **five days** of being served with the Complaint if you had good reason for not providing it earlier. You may use the [UD-104 Cover Sheet for Declaration of COVID-19-Related Financial Distress](#) to file the declaration you received from your landlord. If you do not have that, you may use form [UD-104\(A\) Attachment—Declaration of COVID-19-Related Financial Distress](#) as your declaration to file with the court.
- If you sign a declaration in another language, you must file **BOTH** the signed declaration and an English translation of the declaration to the court. You may use a translation available here: <https://landlordtenant.dre.ca.gov/tenant/forms.html>, or you may obtain your own translation, signed by a translator.
- If you file a declaration of COVID-19-related financial distress within five days of being served with the Complaint, the court will schedule a hearing to determine whether your failure to deliver the declaration to the landlord within 15 days of the notice was the result of mistake, inadvertence, surprise, or excusable neglect.
- After the hearing, if the court finds that failure to deliver the declaration was due to mistake, inadvertence, surprise or excusable neglect, the court will dismiss the case. If not, the case will proceed and, if you filed an Answer, a trial will be set. If you did not file an Answer, the court may issue a judgment against you.
- Note:** filing a declaration of COVID-19-related financial distress with the court is not a substitute for filing an Answer to the Complaint for Unlawful Detainer. You have **five days** to file an Answer from the date you are served with a Complaint for Unlawful Detainer.



If you are served with a Complaint for Unlawful Detainer saying that you failed to pay **COVID-19 rental debt** between March 1, 2020 and June 30, 2021 and **you did deliver to your landlord a declaration of COVID-19-related financial distress within the time required:**

- You may file an Answer with the court with information about the declaration that you provided to your landlord.
- You may use form [UD-105 Answer-Unlawful Detainer](#) to respond to the Complaint and provide **defenses and objections** to the eviction.
- There are new questions on form UD-105 Answer-Unlawful Detainer that you can use to tell the court what happened in your case, including whether or not you received the correct notice from your landlord, whether you provided a declaration of COVID-19-related financial distress within 15 days of receiving a notice and any other information that will help the court decide whether or not you should be evicted.
- Remember**, you have **five days** to file an Answer from the date you are served with a Complaint for Unlawful Detainer.

What are **defenses and objections** to an eviction? A defense or an objection to an eviction is an argument that you can make on the [UD-105 Answer-Unlawful Detainer](#) to explain to the court why you should not be evicted even if the statements made in the complaint are correct, or why, even if evicted, you should not have to pay the full amount of money that the complaint demands.



If you are served with a Complaint for Unlawful Detainer that **does not say that you failed to pay COVID-19 rental debt:**

**Consult an attorney, legal aid office or court self-help center for additional information about your rights and responsibilities under federal, state and local laws.**

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**Note:** Between October 5, 2020 and June 30, 2021, **you may be evicted** for the following reasons:

- You were served with a notice to quit that expired on or before February 29, 2020.
- You failed to pay rent between March 1, 2020 and June 30, 2021 and:
  - You received a 15-day notice that included a Notice from the State of California and an unsigned declaration; **AND**
  - You failed to deliver a signed declaration to the landlord before the 15 days expired; **AND**
    - You failed to file a signed declaration of COVID-19-related financial distress with the court within five days of being served with the Complaint; **OR**
    - You filed a signed declaration of COVID-19-related financial distress within five days of being served with the Complaint; however, after a noticed hearing, **the court did not find** that your failure to deliver the declaration to the landlord within 15 days was due to mistake, inadvertence, surprise or excusable neglect.
- You are found guilty of unlawful detainer based on an “at-fault” just cause reason, including breaking a term of the lease, nuisance, and criminal activity.
- You are found guilty of unlawful detainer based on a “no-fault” just cause reason, including if the landlord needs to terminate the lease based on a local public health and safety laws.



### **Retaliation is prohibited**

If you owe COVID-19 rental debt and you believe your landlord is trying to **retaliate** for that by evicting you for something other than your failure to pay COVID-19 rental debt, the court may find that the landlord was acting **in retaliation** because you owe COVID-19 rental debt.

- If you believe your landlord is evicting you in retaliation for owing COVID-19 rental debt by evicting you for another reason, you may raise retaliation as a **defense or objection** in your [UD-105 Answer-Unlawful Detainer](#).
- If the notice and complaint you received from the landlord states a reason other than the nonpayment of COVID-19 rental debt, you may argue that this is not the true reason for the eviction. If you make this argument, the landlord must bring evidence to trial to show that the notice and complaint were made in good faith for the reasons stated.

If you believe the landlord is retaliating against you, you may also file a separate claim against the landlord for retaliation and ask for damages, including punitive damages of up to \$2000 for each act of retaliation, if the landlord is guilty of fraud, oppression, or malice. **Note:** You cannot make these arguments on your [UD-105 Answer-Unlawful Detainer](#). They must be made in a separate case.

In addition, a landlord cannot try to force you to leave outside of the court process, by doing things like locking you out, cutting off utilities, or removing doors or windows. If your landlord does these things to try to force you to leave outside of the court process, and you have provided the landlord a declaration of COVID-19-related financial distress, you may ask the court to order the landlord to pay you damages of \$1,000-\$2,500.



You may be sued for **COVID-19 rental debt:**

If you deliver the declarations of COVID-19 related financial distress to your landlord on time, you will be protected from being evicted for failure to pay rent through June 30, 2021. However, you still owe COVID-19 rental debt to your landlord.

- You cannot be sued for the COVID-19 rental debt before August 1, 2021.
- Beginning on August 1, 2021, your landlord may sue you for the debt. At that time, the landlord can choose to go to traditional civil court, or to small claims court, even for amounts that exceed the normal limits in small claims court.

For more information about your rights and responsibilities under state law and about programs to help you pay your rent, see [Tenant Resources](#).