

FAQs: Solano County's Emergency COVID-19 Tenant Protections

Solano County passed a new law that protects tenants who cannot pay their rent due to the COVID-19 California State of Emergency declared by Governor Newsom.

What are Solano County's COVID-19 tenant protections?

The new law gives tenants 3 key protections. These protections are in place throughout the Governor's State of Emergency period and for 90 more days after the State of Emergency is lifted. We talk about each of these in more detail below.

1. Tenants cannot be evicted for failure to pay rent when they cannot pay their rent because of COVID-19.
2. Landlords cannot charge late fees if a tenant paid late because of COVID-19.
3. Residential tenants can break their leases if they need to for something related to COVID-19.

Who do the Solano County COVID-19 tenant protections apply to?

These protections apply to all residential tenants in Solano County, including tenants who live in cities and unincorporated parts of the County.

Some of the protections also apply to commercial tenants in Solano County.

Eviction Protections for Failure to Pay Rent

Can landlords evict tenants for not paying rent because of COVID-19?

No. Tenants cannot be evicted right now if they cannot afford to pay rent because of COVID-19. The tenant must have lost substantial income or have a substantial increase in expenses because of COVID-19.

This protection against eviction is in place during the California State of Emergency declared by the Governor and 90 days after it is lifted. Even after the State of Emergency and the next 90 days have passed, tenants cannot be evicted for failing to pay this rent.

Tenants still owe rent for this time. This means a landlord can sue them in small claims or civil court to collect the money. However, a landlord cannot *evict* the tenant.

This protection applies to both residential and commercial tenants.

What counts as a substantial loss of income or increased expenses due to the COVID-19 pandemic?

Tenants cannot be evicted for failing to pay rent during the State of Emergency and the 90 days after if they either lost income or had a substantial increase in household expenses because of the COVID-19 pandemic.

This includes situations where a tenant:

- lost a job,
- lost hours at work, even if the tenant was not laid off,
- was unable to earn their usual self-employment income,
- has a large increase in medical expenses,
- had to stay home from work to take care of children who could not go to school, or
- had to stay home from work to care for a sick family member.

These are just some examples. If a tenant loses income or has increased expenses for some other reason because of the COVID-19 pandemic, the protection against eviction applies.

How can a tenant prove they lost income or had increased expenses because of COVID-19?

Tenants can prove that they could not pay their rent because of COVID-19 by giving their landlord documents that show the reasons for the loss of income or increase in expenses.

Some examples are:

- Letters from an employer
- Pay stubs or bank statements showing a loss in income
- Letters from medical care providers

These are just some examples. Tenants should keep a copy of any papers they give their landlord.

Do these protections mean that tenants do not have to pay rent during the COVID-19 State of Emergency?

No. If a tenant can afford to pay the rent, they must pay the rent. However, if a tenant fails to pay this rent because of COVID-19, a landlord cannot *evict* them. If a tenant does not catch up on the rent they owe, the landlord may sue the tenant for this money in small claims court or civil court.

If a tenant can't pay rent, can their landlord still give them a notice to pay rent?

Yes, landlords are still allowed to give tenants notices to pay rent. When a tenant does not pay rent, the landlord can give the tenant a notice called a "3-day Notice to Pay Rent or Quit." This notice tells the tenant that they must pay the rent in 3 days. This notice must tell the tenant that they cannot be evicted if they do not pay the rent during the State of Emergency because of COVID-19. The notice must also tell tenants that they have a right to make a payment plan for the unpaid rent.

If a tenant couldn't pay rent because of COVID-19 and then gets a notice to pay rent, they should let their landlord know that they couldn't pay rent because of COVID-19, and provide proof. Proof could be things like letters from employers or doctors, pay stubs, or other proof that the tenant lost income or had increased expenses.

Landlords cannot file eviction court cases right now against a tenant who does not pay the rent because of COVID-19. Even after the State of Emergency is over and 90 days have passed, landlords cannot evict a tenant for nonpayment of rent during that time if the nonpayment was due to COVID-19.

What should a tenant do if their landlord asks them to sign a payment plan for rent the tenant was unable to pay during the State of Emergency?

Tenants have the right to propose their own payment plans. The landlord should accept it as long as the tenant will get caught up on rent within one year. If a landlord offers a tenant a payment plan and the tenant is certain that they will be able to make the payments listed, the tenant may choose to agree. However, if the tenant cannot make the payments the landlord requests, the tenant may propose their own payment plan.

Before a tenant proposes their own payment plan or accepts a landlord's plan, the tenant should make sure they have applied for all the sources of financial assistance their family may be eligible for, including the organizations listed below and unemployment benefits.

What should a tenant do if they cannot pay their rent?

Tenants who are unable to pay their rent should let their landlords know as soon as possible, and provide documentation showing a loss of income related to the COVID-19 pandemic if they have it. Tenants can also contact the assistance organizations below for rental assistance.

If the tenant has a Housing Choice Voucher (Section 8) or other subsidized housing where the tenant reports income, they should update their income information right away so their rent can be adjusted.

What should a tenant do if they get court eviction papers?

Landlords may not be aware of these new rules or follow them completely. It is possible that a landlord will start an eviction court case against a tenant despite this protection.

If a tenant receives court paperwork for an eviction, they should seek legal advice right away and respond in court, even if this protection applies to them.

Protection from Late Fees

Can a landlord charge late fees for paying rent late due to COVID-19?

No. Landlords cannot charge late fees or penalties during the State of Emergency and the 90 days after, if the reason the tenant paid late or did not pay rent was related to COVID-19.

What should a tenant do if their landlord demands a late fee?

Tenants should tell their landlords that they were unable to pay rent on time for reasons related to COVID-19, and provide proof. Proof may include letters from employers, pay stubs or bank statements showing a loss in income, letters from medical care providers, or other forms of evidence that they couldn't pay because of COVID-19.

Right to Break Lease Because of COVID-19

If a tenant cannot afford their rent now because of COVID-19, can they break my lease?

Yes. If a residential tenant cannot afford rent or needs to move because of other reasons related to COVID-19, that tenant can break their lease agreement without any penalties. This applies during the State of Emergency and 90 days after. Tenants must give 30 days' notice to their landlord. In this notice the tenant must tell their landlord why they are breaking the lease.

This only applies to residential tenants, and not commercial tenants.

What counts as needing to move because of a reason related to COVID-19?

A tenant can break the lease for a reason related to COVID-19. This includes:

- losing income due to the COVID-10 pandemic (such as losing a job, working fewer hours, or losing income from a business)
- needing to care for children who are out of school,
- needing to care for relatives,
- and any other reason a tenant needs to move because of COVID-19.

For example, if a tenant moves in with family members so they can shelter-in-place together, or decides to move to a smaller apartment to save money because they lost income due to the pandemic, they may break their lease.

General Information

What protections apply to tenants who are not US citizens? To undocumented tenants?

These protections apply to all tenants in Solano County, regardless of citizenship or immigration status. Also, landlords are *always* prohibited from retaliating against tenants by disclosing any information about a tenants' immigration status to law enforcement. Undocumented tenants have the same rights as any other tenant.

Are there any organizations that can help me pay my rent and utilities?

Yes, there are several organizations in Solano County helping tenants pay for rent and utility bills, including:

1. Catholic Charities: 707-644-8909
2. Seasons of Sharing: 707-745-0900 or apply online at <https://www.bencac.com/sos-applications/>
3. Fighting Back Partnership: Apply online at <https://fight-back.org/Family-Resource-Centers>
4. St. Vincent De Paul society: 707-746-1773

This handout is intended to provide accurate, general information regarding legal rights relating COVID-19 renter protections in Solano County, California. Because laws and legal procedures are subject to frequent change and differing interpretations, LSNC cannot ensure the information in this fact sheet is current nor be responsible for any use to which it is put. This is not legal advice. Do not rely on this information without consulting an attorney or the appropriate agency about your rights in your particular situation. This information is current as of the date of publication, May 12, 2020..