



BERKELEY EMERGENCY EVICTION MORATORIUM

FREQUENTLY ASKED QUESTIONS

The Berkeley City Council passed an emergency eviction moratorium on March 17, 2020 to prevent evictions in the midst of the COVID-19 public health crisis. The moratorium applies to nonpayment of rent cases related to COVID-19 and to no-fault evictions. The FAQs below provide information on the eviction moratorium, its coverage, and its requirements. This document is not intended to constitute legal advice, so please contact an attorney at EBCLC (510-548-4040) or any of the legal organizations below if you have questions.

➔ **Is There a Blanket Moratorium on All Evictions in Berkeley?**

No. The Berkeley COVID-19 Emergency Response Ordinance (“eviction moratorium”) only prohibits evictions under certain circumstances. Please read the following document carefully to find out what types of evictions the eviction moratorium prohibits and how to exercise your housing rights during the COVID-19 emergency.

➔ **What Evictions Does the Berkeley Moratorium Prohibit?**

The Berkeley eviction moratorium prohibits landlords from evicting tenants during the local state of emergency for two reasons:

1. **Nonpayment** of rent by a tenant due to the COVID-19 pandemic.
2. **No-fault evictions** of a tenant, except when necessary for the health and safety of tenants, neighbors, or the landlord.

➔ **What Types of Evictions Does the Moratorium Not Cover?**

The eviction moratorium does not protect against all evictions, such as:

1. Evictions based on a landlord accusing a tenant of doing something wrong, for example:
 - Material lease violation
 - Refusing to sign a new lease with materially similar terms
 - Causing substantial damage to the premises
 - Disturbing the peace and quiet of other occupants
 - Denying the landlord access to the unit, if required by law
 - Unlawful activity on the premises.

2. Evictions under the Ellis Act, where a landlord wants to remove the whole property from the rental market for 10 years.

What Should You Do If You Can't Pay Rent Because of COVID-19?

1. **Inform your landlord in writing**, such as via a letter, email, or text (if you have previously communicated with your landlord via email or text), that you have lost income due to COVID-19 and are unable to pay your rent or a portion of your rent. Examples of covered reasons for a delayed rent payment may include:
 - Loss of income as a result of a layoff, a loss of hours, a loss of business, caregiving responsibilities, or other income reduction resulting from COVID-19 or any governmental response to COVID-19.
 - Out-of-pocket medical expenses related to COVID-19.
 - Loss of income due to being sick with COVID-19, or caring for someone who is sick with COVID-19.
 - Loss of income due to compliance with the California and Alameda County Shelter-in-Place Orders or recommendation from a government agency to stay at home, self-quarantine, or avoid contact with others.
 - Loss of income as a result of caregiving responsibilities due to school, pre-school, and/or childcare closures.
 - Any other substantial financial hardship caused directly by COVID-19 or the governmental response to COVID-19.
2. **Provide your landlord with documentation** that nonpayment is related to COVID-19. Write an explanation of why you are unable to timely pay your rent and attach documentation supporting that the reason is related to COVID-19.
 - Documentation may include: pay stubs, a letter from your current or former employer, a letter from your child's school, or medical records.
 - All medical and financial information provided to the landlord is to be considered confidential.
 - If third-party documents are not an option for you, you could explain the situation to your landlord and indicate that further documentation will be provided later, if applicable.

What Happens If You Do Not Tell Your Landlord About Your Inability to Pay Rent Before Rent is Due?

Your landlord may serve you a notice demanding you to pay rent. Contact EBCLC (510-548-4040) or any of the legal aid organizations below for advice if you receive such a notice.

How Long Does the Berkeley Eviction Moratorium Last?

The moratorium applies to (1) eviction notices that were served or (2) eviction cases that were filed with the court **on or after March 17, 2020 until Berkeley's State of Emergency is over.**

What About Paying Back Rent Caused by COVID-19?

While you still owe your landlord back rent for any missed payments, your landlord cannot evict you during this emergency period. Your landlord cannot charge you a late fee for rent that is paid late because of COVID-19.

Call EBCLC (510-548-4040, ext. 809) and leave a message with your (1) name, (2) phone number, (3) and brief statement that you are a Berkeley tenant in need of financial assistance. Due to the high volume of calls, EBCLC staff will call you back in 3-5 business days. You may also find more information about COVID-19 Relief Resources at <https://berkeleyrelieffund.org/apply/>.

What if Your Landlord Files An Eviction Lawsuit Against You During the Berkeley State of Emergency?

If your landlord files an eviction lawsuit against you, **you still have to respond in order to protect your rights.** Do not ignore any unlawful detainer action against you—seek legal assistance using the resources listed below.

Who Can I Contact for Help If My Landlord is Still Trying to Evict Me?

Legal Help:

East Bay Community Law Center - (510) 548-4040

Eviction Defense Center - (510) 452-4541

Centro Legal de la Raza - (510) 437-1554

Bay Area Legal Aid - (888) 382-3405

Legal Assistance for Seniors - (510) 832-3040

Asian Pacific Islander Legal Outreach - (510) 251-2846

Non-legal Tenant Support:

Causa Justa Just Cause

Tenant Hotline: (510) TENANTS (836-2687)

Tenant Organizing: (510) 763-5877

Alliance of Californians for Community Empowerment

Tenant Organizing: (510) 269-4692

Berkeley Tenants Union - (510) 982-6696