



# BERKELEY COVID-19 EVICITION 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. After its amendment on May 26, 2020, the moratorium now applies to almost all 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 any questions.

### ➡ **Can I Be Evicted While Berkeley's Eviction Moratorium Is in Effect?**

**In most circumstances, no.** The Berkeley COVID-19 Emergency Response Ordinance ("eviction moratorium") prohibits landlords from evicting tenants while it is in effect **EXCEPT** for the following reasons:

1. Eviction is necessary for the **health and safety of residents** (the reason cannot be related to a resident's COVID-19 status)
2. **Ellis Act evictions** (removing the whole property from the rental market)
3. Units ordered by the City to be vacated for the **preservation of public health**, including where the City deems necessary to control the spread of COVID-19.

### ➡ **How Long Does the Berkeley Eviction Moratorium Last?**

The moratorium applies to eviction notices and eviction cases where the notice was served/expired or the eviction action was filed/served **on or after March 17, 2020 through Berkeley's State of Emergency.**

### ➡ **What About Paying Back Rent AFTER the Eviction Moratorium Ends?**

If you were unable to pay rent during the emergency period **due to COVID-19:**

1. You have up to **12 months to repay** rent that was delayed due to COVID-19.
2. Your landlord **cannot charge late fees, fines, or interest** on these delayed payments.
3. Your landlord **cannot evict** you for unpaid rent that came due during the emergency period and was unpaid because of COVID-19. However, you are still

liable for unpaid rent and may be sued in small claims court (but not for eviction) for that amount after 12 months.

Contact the Eviction Defense Center at (510) 452-4541 to inquire about back rent assistance if you are in need of financial help. You may request information about the Berkeley Relief Fund at <https://berkeleyrelieffund.org/apply/>.

## **Do I Need to Document That I Can't Pay Rent Due to COVID-19?**

**It depends.**

During the State of Emergency: **No**, you do not have to provide any documentation in order to be protected by the eviction moratorium while the local State of Emergency is in effect. The moratorium protections apply even if you do not provide your landlord advance notice of your inability to pay rent. Nonetheless, we recommend that you notify your landlord in writing if you are unable to pay rent due to COVID-19.

After the State of Emergency: **In certain circumstances, yes.**

1. Qualifying for the 12-month repayment period (described above) or other repayment agreement: **Yes, if requested by the landlord.** If the landlord requests, you must provide documentation that your rent was delayed because of a reason covered under the moratorium (see below for examples). Documentation must be provided within 45 days of the request or 30 days after the local State of Emergency ends, whichever is later.
2. Defending against eviction for nonpayment: **Likely, yes.** If you are being evicted for nonpayment of rent that became due during the emergency period, you will likely need to show that you were unable to pay rent because of COVID-19.

Examples of nonpayment of rent due to COVID-19:

- Material loss of income suffered by you or other rental unit occupant(s) as a result of a layoff, loss of hours, loss of business, caregiving responsibilities, or other income reduction resulting from COVID-19 or any governmental response to COVID-19
- Material 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
- Loss of roommate or reduction in the number of tenants in a unit where all tenants are collectively responsible for payment of rent to the landlord, where

the reduction in number of tenants is due to COVID-19 and means the remaining tenants are less able to pay rent

- A rent increase that exceeds the Annual General Adjustment
- Any other material financial hardship caused directly by COVID-19 or the governmental response to COVID-19.

Documentation may include, but is not limited to, the following: pay stubs, a letter from a current or former employer, a letter from your child's school, or medical records.

- Note: 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 in writing and indicate that further documentation will be forthcoming, if applicable.

### **What If My Landlord Files an Eviction Lawsuit Against Me 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.

### **What If I Want to Break My Lease?**

Under certain circumstances, tenants may be able to terminate leases early if they can demonstrate a COVID-19-related economic necessity to do so or are otherwise covered by the moratorium. Please contact a legal services provider for a consultation.

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

#### Legal Help:

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

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

Eviction Defense Center - (510) 452-4541

Bay Area Legal Aid - (510) 250-5257

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