



Oakland Tenant Protections Against Eviction Summary

If you can pay your rent, you should do so. However, if you cannot pay and your landlord tries to evict you, the protections described below may prevent you from being evicted.

Even if you cannot pay rent, your rent is still owed – it has not been forgiven or cancelled. You should provide documentation of your inability to pay rent, especially if your landlord requests proof. You should respond in a declaration to any nonpayment notice from a landlord within 15 days, and you should pay at least 25% of the rent due between September 1, 2020 and January 31, 2021 for maximum protection from eviction. You can either pay 25% each month or make a lump sum payment before January 31.

Starting March 1, 2021 landlords can sue tenants in small claims court to seek a court judgment confirming tenants owe rent, and then try to use the judgment to collect the payment. You may bring your own defenses in small claims court.

Never ignore a notice from your landlord. If you need legal advice about your housing, any notice your landlord gives you, or questions about your landlord's lawsuit against you in small claims court, please contact a housing attorney at the [East Bay Community Law Center](#) at (510) 548-4040.

Financial assistance is available through [Catholic Charities of the East Bay](#), [Bay Area Community Services](#) “(BACS)”, and [Centro Legal de la Raza](#).

Evictions Due to Non-Payment of Rent

If you are unable to pay rent, you should keep documentation of your inability to pay and follow the procedures outlined in all of the laws summarized below. While some laws are more protective than others, tenants should follow all of the requirements below for maximum protection against eviction.

Oakland City Ordinance No. 13594 and 13589 (City law)

Rent missed from March 27, 2020 to end of the Local Emergency

Under the Oakland City Ordinances [13594](#) and [13589](#), a landlord cannot evict you for non-payment of rent if the inability to pay rent is caused by substantial reduction in household income or substantial increase in expenses resulting from Covid-19.

While the City law protects you from eviction for non-payment of rent from March 27, 2020 to the end of the local emergency, you should still follow the guidelines to gain protection under the County law, AB-3088, and the CDC Order below to further safeguard yourself from eviction.

Alameda County Ordinance No. O-2020-41 and O-2020-23 (County law)

Rent missed from March 24, 2020 to March 1, 2021 or to 60 days after the Local Health Emergency expires – whichever is later

Under Alameda County Ordinances [O-2020-41](#) and [O-2020-23](#), a landlord cannot evict you if you didn't pay this rent because Covid-19 caused you to have a substantial loss of income, substantial out-of-pocket medical expenses, or extraordinary child care needs. You can't be evicted for non-payment of any late fees, fines, or interest based on the non-payment of rent during this period. A landlord cannot serve you a notice or eviction complaint for non-payment of rent during this period.

If a landlord requests documentation of your inability to pay caused by Covid-19, you must provide documentation within 45 days after the request or 30 days after the County's shelter in place order is lifted – whichever is later. Examples of documentation of inability to pay rent include:

- Letter from employer citing Covid-19 as the reason for reduced work hours, termination, or reduction in pay;
- Employer paycheck stubs showing a reduction in pay following Covid-19 outbreak;
- Bank statements showing a reduction in income following the Covid-19 outbreak;
- Documentation showing payment of substantial out-of-pocket medical expenses caused by Covid-19;
- Documentation showing the closure of the tenant child's school or child care facility; or
- A sworn statement by the tenant explaining the existence of the income loss caused by Covid-19 and inability to gather other documentation.

Landlords who violate this County law can face civil penalties up to \$1,000 in fines and criminal penalties.

While the County law protects you from eviction for non-payment of rent from March 24, 2020 to March 1, 2021 or beyond, you should still follow the guidelines to gain protection under AB-3088 and the CDC Order below to further safeguard yourself from eviction.

AB-3088 (State of California law)

Rent missed from between March 1 – August 31, 2020

If you missed a rent payment between March 1 – August 31 due to COVID-19, California State law [AB-3088](#) can help.

Before a landlord can evict you, they must first:

- Serve you with a notice of your rights under Code of Civil Procedure Section 1179.04(a) before September 30, 2020;
- Provide a 15-day nonpayment notice that includes the amount of rent owed and other information;
- Provide a [form declaration](#) for you to return to the landlord within the 15-day period; and
- If you are a "high-income tenant" (i.e., your household income exceeds 130% of area median income [as published by the](#) Department of Housing and Community Development of

Alameda County), the landlord may send an additional notice requiring you to provide further proof of income.

*You cannot be evicted for those missed payments if you return the form declaration or your [own declaration](#) (and proof of income, if applicable) and could not pay March 2020 to August 2020 rent due to COVID-19. Make every effort to submit the declaration on time to the landlord. If you genuinely forgot to submit the declaration, you *may* be able to submit it in court but don't assume the court will accept your late submission. Failure to respond to a 15-day nonpayment notice could result in an eviction as soon as February 2021 under California law.*

Remember that while AB-3088 may prevent you from being evicted due to missed March to August rent payments, you still owe the rent. Starting March 1, 2021 landlords can sue tenants in small claims court to seek a court judgment confirming they owe rent, and then try to use the judgment to collect the payment. You may bring your own defenses in small claims court. Please call [the East Bay Community Law Center](#) at (510) 548-4040 for advice.

Rent missed from between September 1, 2020 – January 31, 2021

The same rules apply as above, except that the tenant also must pay the landlord at least 25% of the unpaid rent from this period by January 31, 2021. The tenant can pay the 25% in partial payments each month or in a lump sum. If the 25% is not paid in time, the tenant can be evicted as soon as February 1, 2021 under California law.

While the State law protects you from eviction for non-payment of rent from March 1, 2020 to January 31, 2021, you should still follow the guidelines to gain protection under the CDC Order below to further safeguard yourself from eviction.

Centers for Disease Control and Prevention (“CDC”) Order

Rent missed from March 1, 2020 or earlier

If a landlord tries to evict you before January 1, 2021, you may be able to rely on the Federal CDC eviction order. The CDC Order restricts evictions of “covered tenants” who meet income and other eligibility requirements. And the CDC Order, unlike the state and local requirements, can apply to evictions due to unpaid rent from *before* March 1, 2020.

Tenants must submit a [declaration](#) to their landlord to show they are eligible for protection under the CDC Order.

The CDC Order is available [here](#). The corresponding declaration is available [here](#). Additional information is available on the National Housing Law Project's [website](#).

Eviction *Not* Due to Non-Payment of Rent

Temporary Suspension of Evictions Unrelated to Missed Rent

The [City of Oakland](#) prohibits all evictions from March 27, 2020 to the end of the Local Emergency unless the eviction is based on Ellis Act¹ or a health or safety issue².

[Alameda County](#) prohibits all evictions from March 24, 2020 to March 1, 2021 or 60 days after the end of the Local Emergency (whichever is later) unless the eviction is based on the Ellis Act; a government agency or court orders the unit to be emptied; or a health or safety issue³.

[California](#) allows landlords to evict you for anything, except non-payment of rent that was due between March 1, 2020 and January 31, 2021.

The [CDC Order](#) prohibits nearly all evictions for covered tenants until January 1, 2021, and allows a [declaration](#) to be provided to the landlord at any time (more information is available [here](#)). However, tenants who engage in criminal activity, pose a threat to others or property, or other exceptions *may* be evicted.⁴

If your landlord gives you any notice, please contact a housing attorney at the East Bay Community Law Center at (510) 548-4040.

Rent Increases

For rental units regulated by the [Oakland Rent Adjustment Program](#) (RAP), landlords cannot increase rent more than is allowed by the [Consumer Price Index](#) during the local emergency unless required to provide a fair return. Contact RAP for more information at (510) 238-3721.

Regardless of Covid-19, California passed [AB 1482](#) that limited rent increases for many rentals across the State starting in January 2020. If your unit is eligible for protection, your landlord cannot raise your rent by more than 10% or 5% plus cost of living – whichever is lower. Learn more [here](#).

¹An Ellis Act eviction is where the owner seeks to remove the property from the rental market.

² Specifically, when the tenant poses an imminent threat to the health or safety of other occupants to the property.

³ The “tenant’s occupancy poses an imminent threat to health or safety.”

⁴ The CDC allows evictions for the following reasons: engaging in criminal activity while on the premises; threatening the health or safety of other residents; damaging or posing an immediate and significant risk of damage to property; violating any building code, health ordinance, or similar law regulating health and safety; or violating any other contractual obligation, other than timely payment of rent or late fees, penalties, and interest.