

Alameda County Eviction Moratorium & Tenant Protections

Presented by ECHO Housing



A vertical strip on the left side of the slide showing a close-up of a brick wall with reddish-brown bricks and grey mortar.

Topic Overview

County-wide Eviction Moratorium

Rent Increases

Issuing Rent Increases

Security Deposit Rules

Habitability & Repairs

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About Us...

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The Eden Council for Hope and Opportunity (ECHO Housing) was founded in 1964 by volunteers dedicated to equal housing opportunities and the prevention and elimination of homelessness. ECHO is a full service housing counseling organization providing services to residents of Alameda, Contra Costa, and Monterey Counties.

Disclaimer

- The information provided in this presentation does not, and is not intended to, constitute legal advice;
- All information, content, and materials available in this presentation are for general informational purposes only;
- Participants of this presentation should contact an attorney to obtain advice with respect to any particular legal matter.

Alameda County Eviction Moratorium

- The temporary moratorium imposes a ban on all evictions against tenants who are not able to pay their rent. But there are some exceptions.

- This is not a rent or mortgage strike. Rent will be owed in the future.

- Applies to residential units in the unincorporated and incorporated areas of the County with a set of procedures, which must be followed.





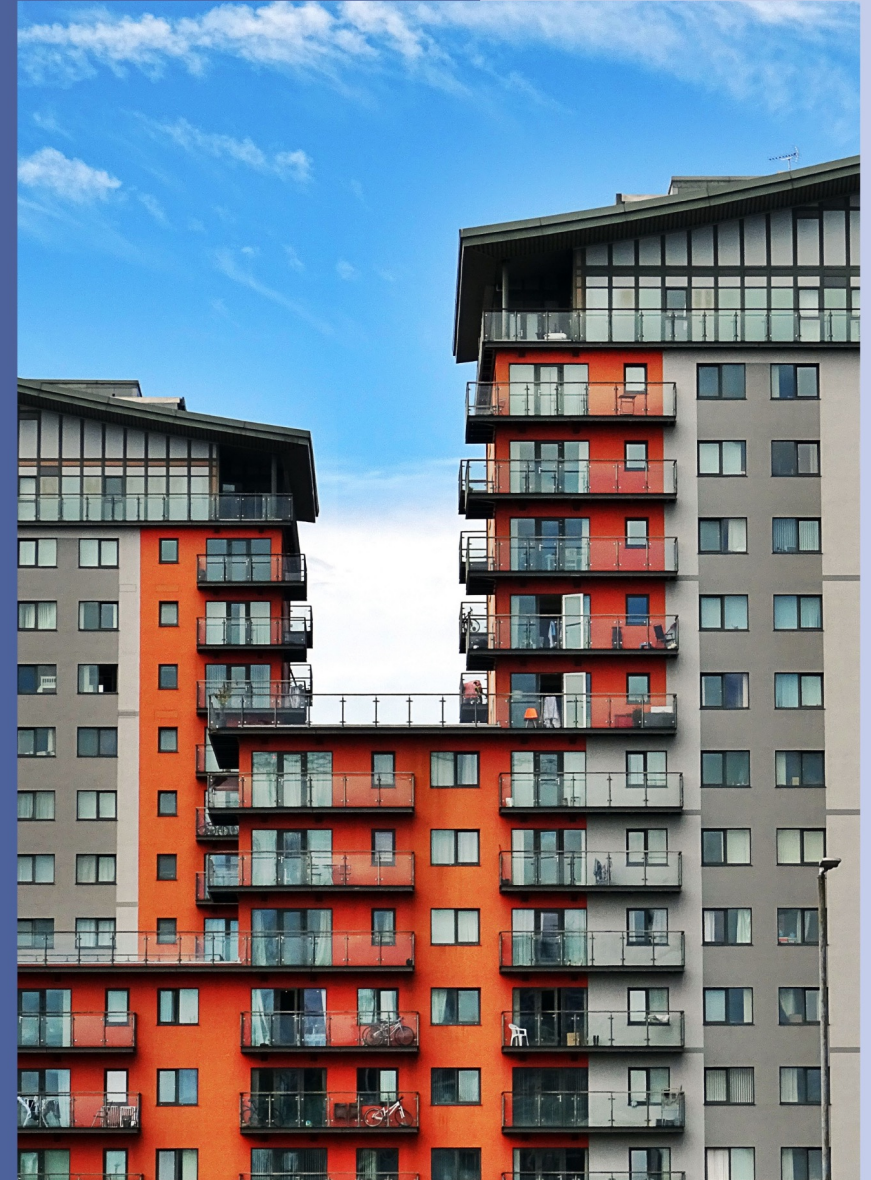
Duration of Moratorium

Eviction protections under the County's ordinance will exist **60 days after** Governor Newsom ends the State of Emergency related to the coronavirus pandemic.

Note: AB-832 state-wide eviction protections did expire September 30th, but this did not signal the end of the pandemic.

Evictions during a Health Emergency (6.120.030)

- No landlord may evict or retaliate against a tenant.
- A Notice of Termination should not be served between March 24, 2020, and 60 days after the expiration of the local health emergency for non-payment of rent. If served, it can be used as an absolute defense to any UD action.
- No late fees, fines or interests may be imposed for rent that became due during this period.
- There are 3 situations that the landlords can terminate a tenant's tenancy.



EXCEPTIONS TO THE MORATORIUM

1

ELLIS ACT

A landlord is removing the unit from the rental market.

2

GOVERNMENT ORDER

Tenants need to vacate to comply with an order issued by a government agency or court.

3

HEALTH AND SAFETY

Continued occupancy by a tenant poses a threat to health and safety.

Note: Cannot be used against a resident who has COVID-19 or has been exposed. The landlord shall have the burden of proving that the exception applies.

Evictions Based on Nonpayment of Rent

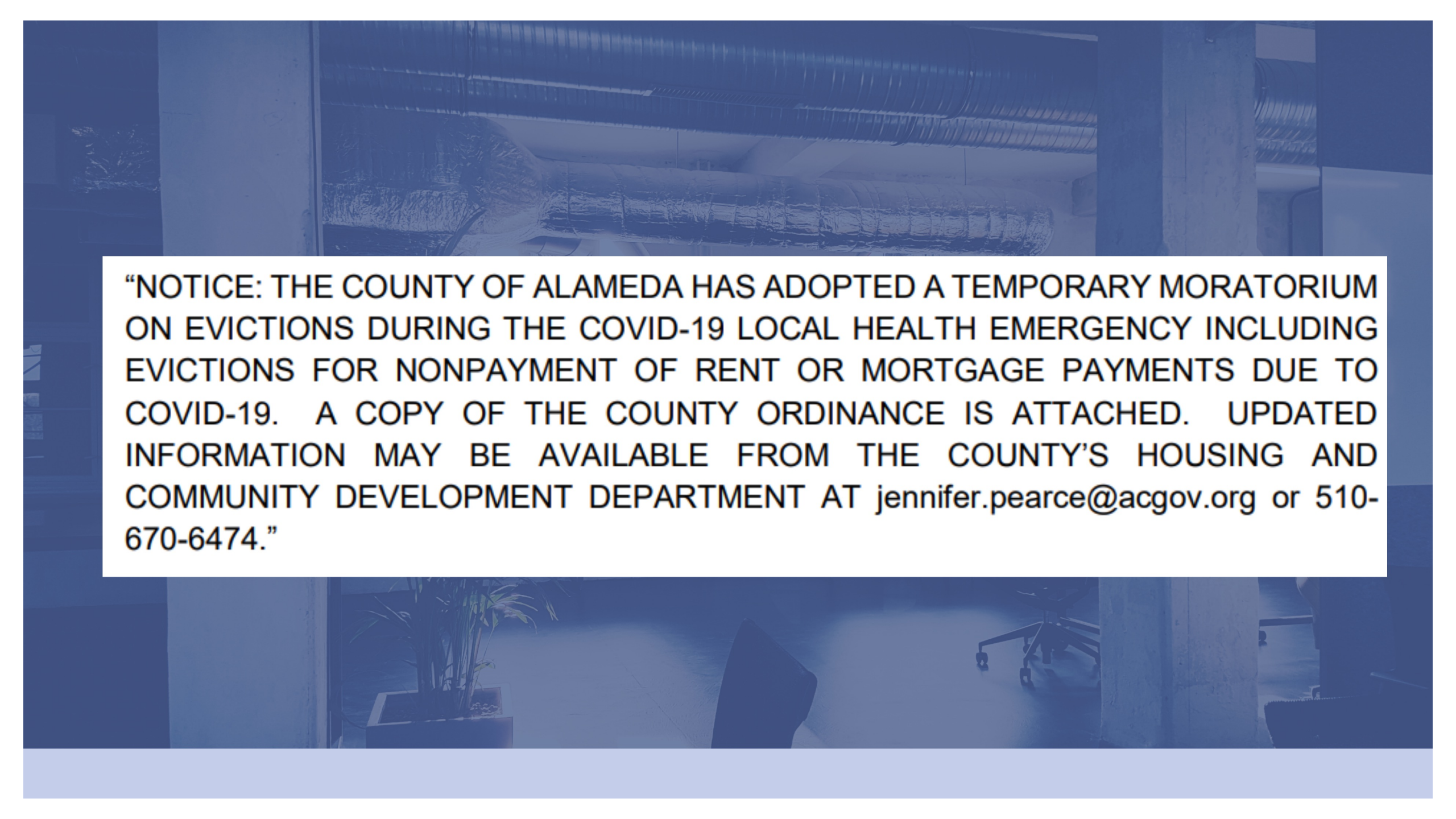
(6.120.040)

- Landlord may not evict for nonpayment of rent or late fees resulting from pandemic-related qualifying reasons.
- **Qualifying loss** includes:
 - Substantial loss of income; or
 - Substantial out-of-pocket medical expenses; or
 - Child care needs which are caused by COVID.
- Can be used as a defense against any unlawful detainer action based on a failure to make rent.
- No late fees, fines, or interest may be imposed.



Procedures (6.120.050)

- Landlords must provide a copy of the ordinance and a Notice of Termination that contains County-specific language.
- Residential units located within a City that also has a local moratoria against evictions during the pandemic must be included.
- Tenants should notify their landlords that they will not be able to pay rent on or before the day rent is due. Documentation will be required only for Covid-19-based eviction protections.



“NOTICE: THE COUNTY OF ALAMEDA HAS ADOPTED A TEMPORARY MORATORIUM ON EVICTIONS DURING THE COVID-19 LOCAL HEALTH EMERGENCY INCLUDING EVICTIONS FOR NONPAYMENT OF RENT OR MORTGAGE PAYMENTS DUE TO COVID-19. A COPY OF THE COUNTY ORDINANCE IS ATTACHED. UPDATED INFORMATION MAY BE AVAILABLE FROM THE COUNTY’S HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT AT jennifer.pearce@acgov.org or 510-670-6474.”

Documentation for Qualifying Loss

- Tenant's qualifying loss must be documented.
- Not required to provide documentation in advance or when notifying landlord the inability to pay.
- A Tenant must provide proof of qualifying loss within **45 days** of the request by their landlord.
- Must provide the documentation only if affected tenant is seeking protection from eviction for nonpayment.

Documentaion Proving Qualifying Loss Includes:

- Letter from Employer citing COVID-19 as a reason for reduced work hours, termination, or a reduction in pay;
- Copy of Unemployment Benefits;
- Employee paycheck stubs showing a reduction in pay;
- Bank statements;
- Proof of payment of out-of-pocket medical expenses caused by COVID-19;
- Proof showing the closure of a school or childcare facility that would otherwise be present during tenant's working hours.

Repayment of Owed Rent



- Tenants are still obligated to repay back rent owed.
- Tenants and landlords may agree to a repayment plan for unpaid back rent.
 - But should not require a change in lease terms as a condition of the repayment plan.
- It's recommended that Landlords work with a third party rental assistance agency to assist tenants with back owed rent.
- Rent that was previously owed becomes consumer debt. Landlords may recuperate their monies in small claims.

Am I required to use my unemployment benefits towards rent?

- It is not required because it does not fully make up for the loss of income and/or increased expenses because of the pandemic.
- However, it is still recommended to tenants that they try to make some kind of payment towards rent if possible.

Termination Notices

30 - 60 - 90 Rule

- A landlord is obligated to provide a written notice of termination to the tenant.
- The "service" of the termination must be valid in order for the notice to be valid.
- Valid forms of serving a tenant:
 - personal service; or
 - mailing; or
 - posting and mailing; or
 - substituted service.
- 30 Day Notice: tenancy less than 1-year
- 60 Day Notice: tenancy more than a year
- 90 Day Notice: Section 8 or Project based housing

INVALID SERVICE OF A NOTICE

1

EMAIL

3

VERBALLY

In-person

2

TEXT MESSAGE

4



PHONE CALL

Including voicemails



Questions & Answers

Please submit your questions in the Q&A box at the bottom of your screen





MAXIMUM RENT INCREASES
ONLY UNDER AB-1482

5% + CPI

or 10%,
whichever is less



Maximum Rent Increases

- The maximum rent increase within a 12-month period is currently **5% + CPI** or 10%, *whichever is lower*.
- CPI is the Consumer Price Index and is established by the CA Department of Industrial Relations.
- Alameda County CPI: 6.8%
 - Maximum of **10%**
- Contra Costa County CPI: 6.8%
 - Maximum of **10%**
- Monterey County CPI: 7.7%
 - Maximum of **10%.**

<https://tenantprotections.org/calculator/>

How often can the rent be raised?

- Rent can be raised twice in a 12-month period, if the increases do not exceed the cap, cumulatively.
- Under AB-1482, tenants would be entitled to only a 30-day notice of rent increase (10% or less versus greater than 10%)
- No vacancy control: a landlord may charge how ever much rent they would like once a tenant loses possession of the home.

Rent Increases for Single- Family Residences

- **Not Covered Units**

There are not maximum rent increases for homes or units NOT covered under AB-1482.

- **30-Day Notice**

Rent increase 10% or less would have to be served as a 30-day Notice.

- **90-Day Notice**

Under AB-1110, rent increases greater than 10% would have to be served as a 90-Day Notice. 60-Day Notices no longer exist!

- **Lease Extensions**

A lease extension with a rent increase must follow rent increase rules!

Rent Increases 30DN vs 90DN

- 30DN: absolute default if covered under AB-1482 OR a rent increase 10% or less if it is a single family residence - including condos and townhomes.
- 60DN: whenever the rent increase is greater than 10% and not covered under AB-1482 - default ruling under AB-1110.



The background of the slide is a brick wall with reddish-brown bricks and light-colored mortar. The wall is visible on the left and right sides of the slide, while the center is a solid light green. A dark green horizontal bar is at the bottom.

Questions & Comments

Security Deposit Rules

- What is considered a security deposit?
 - Any money an owner accepts that is not an advanced payment for rent.
 - If agreed upon between both parties, a security may be designated as "last month's rent."
 - A holding deposit may or may not be a security deposit. Please read the documents you sign!
- There are limits on the amount of the security deposit:
 - Property without furniture, the security deposit may equal 2 times the rent.
 - Property that is furnished, the security deposit may equal 3 times the rent.

Security Deposits

- A landlord is able to use a tenant's security deposit for 4 reasons:
 - a. for unpaid rent;
 - b. for cleaning the home when the tenant moves out but only to make the unit as clean as it was when the tenant first moved in;
 - c. For repair of damages caused by the tenant or their guests;
 - d. If the rental agreement allows it for restoring or replacing furniture and personal property (keys).



Return of a Security Deposit

- A landlord has 21 days from the date that a tenant moved out to:
 - send a full refund of the deposit; or
 - send a partial refund with an itemized statement that lists the amounts of any deductions.
- A landlord cannot refuse to return an entire security deposit simply because a tenant lived in the unit.
- The security deposit cannot be used for repairing defects that existed in the home before you moved in.
- A rental agreement cannot state that a security deposit is "nonrefundable."

Deposit Disputes

- A tenant should write a letter to the landlord explaining why he or she believes he or she is entitled to a larger refund. The tenant should keep a copy of the letter for records.
- If tenant believes that the landlord is withhold the security deposit is unreasonable, a tenant's last legal recourse is to file a small claims suit.
- Important to keep records (photos or videos) of the condition of the unit prior to move-in and move-out.

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--- Questions & Comments

REPAIRS & HABITABILITY

All rental units must be fit to live in.

The the term "habitability" means that the unit is fit for occupation by human beings and complies with state and local building and health.

A landlord has a responsibility to make repairs that make the unit unfit for live in also known an "uninhabitable."



Implied Warranty of Habitability

- Green v Superior Court held that all residential leases contain an "implied warranty of habitability" and that a landlord is legally responsible for repairing conditions that affect the unit's habitability.
- It is always critical for a tenant to make a request for repairs to the owner.
 - Verbal notification may not be sufficient.
 - It is important to ensure that the request be made in writing for record-keeping purposes.
- Just because the home is not in perfect, aesthetically pleasing conditions does not imply that the implied warranty of habitability has been violated.

UNIT MAY BE CONSIDERED UNINHABITABLE IF IT LACKS:

1

WATERPROOFING OF ROOF AND WALLS

Including unbroken windows
and doors

3

HEATING FACILITIES IN WORKING ORDER

Including electric systems such
as lighting and wiring in
working order

2

WORKING PLUMBING

Including running hot and cold
water

4

ADEQUATE TRASH RECEPTACLES

Including free from debris,
rodents and vermin.

WHAT TO DO IF THE OWNER DOES NOT WANT TO REPAIR?

"Repair and Deduct" Remedy

- A tenant can deduct money from rent to pay for the repair if it does not cost more than 1 month's rent.
- Cannot be used more than 2 times a year.
- Tenant must inform landlord of repairs first.

"Rent Withholding" Remedy

- A tenant can stop paying some or all of the rent if the landlord refuses to repair.
- Tenants should save the rent money and not spend it! They may be required to pay the landlord once repair is made.

CODE ENFORCEMENT - BUILDING SERVICES

FILE A COMPLAINT WITH THE COUNTY OR CITY

Ensures compliance with
adopted property and land
use codes and ordinances.

Request inspection and report.



CONNECT WITH US!

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