



## **Eviction Moratorium Resolution Nos. 2020-27 2020-40, and 2020-45**

### **Frequently Asked Questions**

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#### **1. Are there protections in place for tenants who are unable to pay rent due to loss of income and other financial impacts caused by the COVID-19 pandemic?**

Yes. Effective March 24, 2020, and as later amended on both April 28, 2020 and May 26, 2020, the Marin County Board of Supervisors passed Resolution Nos. 2020-27 2020-40, and 2020-45, which temporarily ban evictions for non-payment of rent for residential and commercial tenants that suffer financial loss related to the COVID-19 pandemic. This Resolution is set to expire on May 31, 2020 for commercial tenants, and on June 30, 2020 for residential tenants.

#### **2. Why did the County enact a temporary ban on evictions?**

The County is already experiencing a housing affordability crisis. The COVID-19 pandemic and related government orders and guidance are likely to cause significant disruption to the local economy, further adding to the financial strain County residents and businesses face due to job loss, medical expenses and related loss of income. The County Board of Supervisors enacted this temporary ban in order to prevent further homelessness and protect the health, safety, and welfare of its residents.

#### **3. Does this Resolution apply to businesses as well?**

Yes. This Resolution applies to both commercial and residential tenants. Resolution 2020-45, approved by the Board of Supervisors on May 26, 2020, removes protections for commercial tenants after May 31, 2020. However, commercial tenants who have provided proper noticing and appropriate documentation for rental payments they were unable to make due to COVID-19 financial impact before this time are still given a 90-day repayment period after May 31<sup>st</sup> to pay any back rent owed, per Resolution 2020-40.

#### **4. How does the temporary eviction moratorium work?**

To exercise the protections offered by the eviction moratorium, both residential and commercial tenants must notify their landlord of financial loss related to COVID-19 within 30 days of the rent payment due date. For purposes of this moratorium, the notice required may be provided in writing, including through paper copy, email, or text communications to a landlord or the landlord's representative.

Within one week of providing notice of inability to pay rent, tenants will need to supply documentation to show that they, or someone in their household, has experienced a financial impact related to COVID-19.

Once a tenant has provided this notice, landlords are prohibited from taking any actions, including serving a notice of termination, on that tenant household.

## **5. What kinds “financial impacts” are covered by the Resolution?**

As defined in the Resolution, “financial impacts” means a substantial loss of income due to business closure, loss of compensable hours of work or wages, layoffs, missing work, or child care expenditures due to school closure, medical expenses related to being ill with COVID-19 or caring for a member of the residential or commercial tenant's household who is ill with COVID-19, or other similarly caused reason resulting in a loss of income due to COVID-19.

## **6. Does a tenant need to provide any documentation?**

After providing notice to their landlord, tenants will need to supply documentation to show that their household has experienced a financial impact related to COVID-19 within one week (seven calendar days). As defined in the Resolution, “financial impacts” means a substantial loss of income due to business closure, loss of compensable hours of work or wages, layoffs, missing work or child care expenditures due to school closure, medical expenses related to being ill with COVID-19 or caring for a member of your household who is ill with COVID-19, or other similarly caused reason resulting in a loss of income due to COVID-19, whether you are seeking relief as a residential or as a commercial tenant.

Some examples of documentation of financial impact may include:

- Letter from an employer or other source of income citing COVID-19 as a reason for reduced work hours, termination, or other significant reduction in pay
- Pay stub showing loss of hours, wages, or income due to COVID-19
- Bank statements showing a reduction in income following the COVID-19 outbreak
- Documentation of medical expenses or financial impact related to COVID-19, or caring for someone in your household with COVID-19
- If you are self-employed, a letter or similar documentation that illustrates how COVID-19, the Marin County Public Health’s shelter-in-place order or the State of California’s order, has forced you to close your business or prevents you from working.
- Documentation showing the closure of a school or childcare facility where a child in the resident’s care would otherwise be present during the resident’s working hours

- Cost of childcare due to school closure

Tenants without access to documentation reflecting adverse financial impacts due to COVID-19 can describe and verify the adverse financial impacts.

Any medical or financial information provided to the landlord is confidential, and shall only be used to fulfill the tenant's documentation requirements under the temporary eviction moratorium.

## **7. Are landlords required to inform tenants about the temporary eviction moratorium?**

Yes, a landlord may not take any actions to evict or attempt to evict a residential or commercial tenant unless the landlord demonstrates that the landlord provided a copy of the Resolution and the following notice in at least 12-point font to tenants when serving tenants with a Notice of Termination:

"NOTICE: THE COUNTY OF MARIN HAS ADOPTED A TEMPORARY MORATORIUM ON EVICTIONS FOR RESIDENTIAL AND COMMERCIAL TENANTS FOR NONPAYMENT OF RENT DUE TO COVID-19. A COPY OF THE COUNTY RESOLUTION IS ATTACHED. UPDATED INFORMATION MAY BE AVAILABLE FROM THE COUNTY'S AFFORDABLE HOUSING DEPARTMENT BY CONTACTING LTHOMAS@MARINCOUNTY.ORG or (415) 473-6697, OR BY VISITING: [WWW.MARINCOUNTY.ORG/RENTERLANDLORD](http://WWW.MARINCOUNTY.ORG/RENTERLANDLORD).

## **8. Does this Resolution apply throughout the County?**

Yes. This temporary eviction moratorium applies to all incorporated cities and towns throughout Marin County, and all unincorporated areas of the County.

## **9. Does this apply to all rental housing in Marin County?**

Yes. This temporary eviction moratorium applies to all residential and commercial rentals throughout Marin County, including but not limited to single-family homes, second units (Accessory Dwelling Units and Junior Accessory Dwelling Units), duplexes, room rentals, mobile homes, recreational vehicles, and multi-family homes, regardless of the number of units.

## **10. Does this Resolution apply to rentals of mobile home spaces, rental of mobile homes, and tenancies in RV parks?**

Yes. This Resolution applies to all rentals throughout Marin County.

**11. What can a tenant do if their rent was due before the resolution passed?**

The moratorium will still apply to a tenant if the tenant supplies adequate notice to the landlord within 30 days of the rent due date, even if the rent due date was before the date the temporary moratorium was first passed on March 24, 2020. While this eviction moratorium does not grant relief from paying rent to the landlord, it will protect the tenant from being removed through eviction from their residence or place of business if they have provided timely notice and sufficient documentation of the financial impacts COVID-19 has had on their household that renders them unable to pay rent on time.

**12. Do tenants still need to pay rent?**

Yes, tenants are still obligated to pay rent. However, if a tenant has suffered a financial impact, such as loss of income, as a result of the COVID-19 pandemic, they will be able to delay paying rent and are protected from being evicted because they cannot pay rent on time while the temporary eviction moratorium is in effect. If a tenant cannot pay rent as a direct result of the COVID-19 pandemic, they should notify their landlord as soon as possible in writing, and support their claim using objectively verifiable means (including documentation), being sure to keep a copy and proof of delivery, if possible.

**13. When will back rent that accumulates during the moratorium be owed?**

Tenants will have up to 90 days after the eviction moratorium expires to repay their past-due rent. A landlord may not charge a late fee for rent that was due during the eviction moratorium or the 90-day period that follows.

Landlords and tenants of commercial and residential real property are encouraged to agree on a payment plan that would allow landlords to accept partial rent payments during the term of the eviction moratorium if tenants are able to make such payments.

**14. What if my roommate has lost income due to COVID-19? Do I need to pay their portion of the rent?**

If a member of the household is experiencing a financial impact due to the COVID-19 pandemic and properly notices the landlord and provides necessary documentation within the specified timeframe, then the household is protected by the eviction ban. The temporary eviction moratorium applies to all occupants of residential or commercial property.

**15. Does a tenant need to provide notice their landlord for each month they are unable to pay rent due to a financial impact of COVID-19?**

Yes, a tenant must submit notice and additional documentation for each month that tenants are unable to make their rental payments.

**16. Does this eviction protection apply if the tenant is undocumented?**

Yes. This Resolution applies to all tenants and does not call for any information about citizenship status.

**17. When does this Resolution expire?**

This Resolution is set to expire on May 31, 2020 for commercial tenants and June 30, 2020 for residential tenants. The County Board of Supervisors may extend or repeal the moratorium as necessary.

**18. Does the County's temporary eviction ban apply even though the Governor and the Judicial Council have issued orders and rules governing evictions statewide?**

Yes, the County's eviction moratorium works with the Governor's Executive Orders governing evictions (N-28-20 and N-37-20) to provide additional protections for tenants living within the County who are impacted by COVID-19. On March 27, 2020, Governor Newsom issued Executive Order N-37-20, temporarily suspending residential evictions throughout the State of California. The County's moratorium is more comprehensive than the Governor's Executive Order, and these more comprehensive provisions apply in addition to the Governor's Executive Order. While the Governor's Executive Order does not apply to commercial tenants, they are protected by the County's Resolution.

The County's eviction moratorium also works with the emergency rules adopted by the California Juridical Council on April 6, 2020. These emergency rules suspend action on eviction cases once they have been filed as part of an effort to create consistency in the state court system. Under these rules, courts may not issue a summons on a tenant, or enter a judgment against a tenant who doesn't respond to a summons. Additionally, the rules suspend judicial foreclosures, postpone hearing dates for pending eviction trials by at least 60 days, and will apply to all cases except where an eviction action is necessary to protect public health and safety. The proposed Resolution provides additional protection by halting the initiation of an eviction when a tenant has provided notice of financial impact caused by COVID-19. a landlord from initiating any eviction actions.

**19. Under this Resolution, can a tenant be charged a late fee for delayed rent payment?**

A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Resolution.

**20. If a tenant can only pay part of the rent, should they pay what they can?**

The temporary eviction moratorium does not provide for rent waiver or forgiveness, so tenants will still be required to pay all rent owed within 90 days after the Resolution expires. Tenants are encouraged to pay what they can, while ensuring that other basic needs like food and medications are prioritized.

**21. What can a tenant do to enforce the temporary eviction moratorium if the tenant believes that their landlord has violated it?**

If a landlord violates the terms of the temporary eviction moratorium, the moratorium shall be enforceable as set forth in Section 2.99.060 of the Marin County Code. A tenant can also raise the eviction ban as a legal defense to any unlawful detainer action is initiated in violation of the Resolution, in addition to using any other remedies available under local, state, or federal law.

**22. Once the temporary eviction moratorium expires, will a tenant have to pay full rent on time? What can a tenant do when this expires, and they can't pay rent?**

The Resolution does not apply to rent payments due after the Resolution expires and a landlord may take action to evict a tenant for failure to timely pay rent that comes due after the Resolution expires.

**23. What other resources are available?**

On March 24, 2020 the Marin Board of Supervisors also approved a \$1 million local relief fund, with the goal of addressing the most urgent safety-net needs for local residents, including shelter. One of the five main efforts include utilizing funds for emergency rental assistance for low-income residents, through the creation of the County's Emergency Rental Assistance Program. The Board of Supervisors also approved a second round of funding on April 21<sup>st</sup>, acknowledging the high need for this program.

This program is currently not accepting any new requests but is maintaining an active waitlist. In order to be placed on the waitlist, call (415) 473-7191, and leave a message with your contact information. You can find more information about this program here: <https://housingfirst.marinhhs.org>.

For a listing of Marin County's Health and Human Services Departments' (HHS) general listing of nonprofits that offer financial assistance, visit:

[www.marinhhs.org/resources/money/financial-assistance](http://www.marinhhs.org/resources/money/financial-assistance).

A listing of nonprofit service providers receiving support from the Marin Community Foundation in response to COVID-19 can be found at:

[www.marincf.org/resources/covid-19](http://www.marincf.org/resources/covid-19).

## **24. Who can I contact if I have additional questions?**

For questions about this Resolution, contact the Housing & Federal Grants Division at [affordablehousing@marincounty.org](mailto:affordablehousing@marincounty.org) or (415) 473-7309.

### **Additional resources:**

- The [Marin County Public Health COVID-19](#) hotline: (415) 473-7191, which can be called to access the Emergency Rental Assistance Program.
- [Legal Aid of Marin](#), a local nonprofit that provides legal representation, advocacy and information: (415) 492-0230 (ext. 102)
- [Fair Housing Advocates of Northern California](#): a local nonprofit that provides legal representation, advocacy and information for fair housing related cases: (415) 457-5025
- [Consumer Protection Unit of the District Attorney's Office](#), which houses the mediation program and offers the public an alternative to courts as a way of resolving disputes. Professionally trained and experienced Mediators help to facilitate resolutions for parties in conflict: (415) 473-6495