



Marin County Eviction Moratorium Resolution Frequently Asked Questions

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 April 28, 2020, May 26, 2020, June 23, 2020 and July 28, 2020, the Marin County Board of Supervisors passed Resolution Nos. 2020-27 2020-40, 2020-45, 2020-60 and 2020-84 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 September 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. View the table below for a comprehensive look at the timeline of the eviction ban Resolution in Marin County:

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| March 24, 2020 | Board of Supervisors approve Resolution 2020-27 which bars evictions in all of Marin County for both residential and commercial tenants through the end of May. |
| April 28, 2020 | Board of Supervisors approve Resolution 2020-40, amendment to Resolution 2020-27 which includes a 90-day repayment provision for any rent due, provisions against harassment, and includes language for properly noticing tenants. |
| May 26, 2020 | Board of Supervisors approve Resolution 2020-45, amendment to Resolution 2020-40 which extends the eviction moratorium to the end of June for residential tenants. The 90-day repayment period for residential tenants begins after this time. |
| June 23, 2020 | Board of Supervisors approve Resolution 2020-60 to extend the moratorium for residential tenants to July 31, 2020. The 90-day repayment period for residential tenants begins after this time. |

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| July 28, 2020 | Board of Supervisors approve Resolution 2020-84 to extend the moratorium for residential tenants to September 30, 2020. The 90-day repayment period for residential tenants begins after this time. |
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3. Does this Resolution apply to businesses as well?

Previous versions of this Resolution included provisions that applied to both commercial and residential tenants. Resolution 2020-45, approved by the Board of Supervisors on May 26, 2020, removed 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 before this time have a 90-day repayment period after May 31st to pay any rent owed, per Resolution 2020-40.

During this time, a landlord may not charge late fees or penalties. The Resolution also encourages landlords and tenants to work on a repayment 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.

4. How does the temporary eviction moratorium work?

To exercise the protections offered by the eviction moratorium, 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 related to nonpayment of rent.

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.

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 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. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. When does this Resolution expire?

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

17. 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.

18. 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.

19. 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.

20. 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.

21. Who can I contact if I have additional questions?

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

Additional resources:

- The [Marin County Public Health COVID-19](#) hotline: (415) 473-7191
- [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
- 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.
- 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.