

# TENANT RIGHTS AND RESPONSIBILITIES IN EVICTION CASES AS OF OCTOBER 1, 2021

This document explains your rights and responsibilities under **state law** if you are being evicted beginning on October 1, 2021. **Consult an attorney, legal aid office or court self-help center for additional information about your rights and responsibilities under current law.**



**Note:** As of October 1, 2021, the state laws protecting tenants from eviction based on a failure to pay COVID-19 rental debt have changed. Between October 1, 2021 and March 31, 2022, you may be evicted for failure to pay rent, but if your rental agreement started before October 1, 2021, your landlord must first apply for rental assistance.

## SUMMARY OF RECENT LEGAL CHANGES

- **COVID-19 rental debt** means unpaid rent or any other money you owe under the rental agreement, such as parking fees, that came due between **March 1, 2020 and September 30, 2021**.
- If you have COVID-19 rental debt that came due between March 1, 2020 and August 31, 2020 and you provided a declaration to your landlord that you cannot pay because of COVID-19 within 15 days of receiving the notice to quit, you are protected from eviction for failure to pay those amounts.
- If you have COVID-19 rental debt that came due between **September 1, 2020 and September 30, 2021**, in addition to providing the declaration within 15 days of receiving the notice to quit, you must have paid 25% of the total amount you owe **by September 30, 2021** to avoid eviction. If you did pay 25%, you can never be evicted for failing to pay that debt. If you did not, your landlord may start a court action to evict you beginning on **October 1, 2021**.
- You will still owe unpaid COVID-19 rental debt to your landlord. Your landlord may sue you for the money you owe on or after **November 1, 2021**.
- If you **fail to pay rent between October 1, 2021 and March 31, 2022**, your rental agreement began before October 1, 2021, and your landlord wants to evict you based on that nonpayment, they must give you a special 3-day notice that provides information about rental assistance.
- **Between October 1, 2021 and March 31, 2022**, if your landlord wants to evict you based on a failure to pay rent or other obligations between March 1, 2020 and March 31, 2022, and your rental agreement started before October 1, 2021, your landlord will need to apply for rental assistance before they can file a complaint against you in court.
- You may qualify for rental assistance. California has an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.

**As of October 1, 2021, you may be evicted for any legal, non-discriminatory reason, in accordance with the law as it existed before the pandemic.**

## Rights and responsibilities at two stages of eviction

### Stage 1: Notice to Quit

At this stage, your landlord has served you a notice saying that you have to leave the property. The notice may also give you the option to “pay rent” or “perform covenants” or “provide a declaration.”

### Stage 2: Court

At this stage, your landlord has filed a Complaint for Unlawful Detainer, which begins the court process.

**Read about your rights and responsibilities at each stage below.**

#### Stage 1: Notice to Quit

The first step in any eviction case is when the landlord serves a notice to quit (leave) on the tenants. The State of California requires special notices to be served if you are being evicted because you have unpaid rent or other financial obligations that came due between March 1, 2020 and March 31, 2022. The notice will tell you what you have to do to stay, such as pay rent that you owe.



**NOTICE BASED ON RENT DUE MARCH 1, 2020 - AUGUST 31, 2020.** If you failed to pay rent or other obligations between March 1, 2020 and August 31, 2020, you may have been served with a 15-day notice to pay rent or other money required under the rental agreement, quit (leave the home), or provide a declaration of COVID-19-related financial distress.

If you delivered a declaration of COVID-19-related financial distress to the landlord before the 15-day notice expired, you cannot be evicted for failing to pay those amounts, and the rent that you owe became a debt. Your landlord can sue you to collect this debt as of November 1, 2021.

**NOTE:** California has an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. **You should apply for rental assistance for this debt, even if you have already left the property.** While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.



**NOTICE BASED ON RENT DUE SEPTEMBER 1, 2020 - SEPTEMBER 30, 2021.** If you failed to pay rent or other obligations between September 1, 2020 and September 30, 2021, you may have been served with a 15-day notice to pay rent or other money required under the rental agreement, quit (leave the home), or provide a declaration of COVID-19-related financial distress.

If you deliver a declaration of COVID-19-related financial distress to your landlord before the 15-day notice expires **AND you paid 25% of the total amount you owe by September 30, 2021**, you cannot be evicted because of failure to pay the rest. The rest becomes a debt and your landlord can sue you to collect this debt as of November 1, 2021.

**NOTE:** California has an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. **You should apply for rental assistance for this debt, even if you have already left the property.** While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.



**BEGINNING OCTOBER 1, 2021:** On October 1, 2021, many of the protections for tenants will end, and you may be served with a notice to quit (leave) the property for any of the following reasons:

- You have **COVID-19 rental debt** that came due between September 1, 2020 and September 30, 2021, and by **September 30, 2021**, you have not paid 25% of the unpaid amount of COVID-19 rental debt that came due between September 1, 2020 and September 30, 2021.
- You have unpaid rental debt that comes due on or after **October 1, 2021**.
- Your landlord has **just cause** to evict you. This is required only if your tenancy is protected under the Tenant Protection Act according to [Code Civil Procedure section 1946.2](#) or by a local eviction control ordinance.
- Your landlord has another reason that is not discriminatory or otherwise illegal.



**NOTICE BASED ON RENT DUE OCTOBER 1, 2021 – MARCH 31, 2022.** If you fail to pay rent or other financial obligations that come due between October 1, 2021 and March 31, 2022, and your rental agreement started before October 1, 2021, you may be served with a **special notice to pay rent or quit (leave the home) based on [Code of Civil Procedure section 1179.10](#)**.

**What should be on this notice?**

- This notice should give you **at least 3 days** to pay the unpaid rent or leave the property.
- The notice should include a “Notice from the State of California” about the need to apply immediately for rental assistance and provide a website and phone number where you can get more information.
- The notice should state the amounts of unpaid rent and the dates on which each amount came due.
- If you negotiated your rental agreement in Spanish, Chinese, Tagalog, Vietnamese or Korean and your landlord was required to provide you with a translation of your rental agreement under [section 1632 of the Civil Code](#), the landlord must also provide you with a translation of the "Notice from the State of California" in that language.

**What can you do if you receive this notice?**

- If you cannot pay the amount the landlord is demanding in the notice, you should immediately apply for rental assistance.

**NOTE:** California has an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. **You should apply for rental assistance for this debt, even if you have already left the property.** While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.

## Stage 2: Court

At this stage, your landlord has filed a Complaint for Unlawful Detainer, which begins the court process. **Your rights and responsibilities depend on whether you owe rent or other financial obligations that came due between March 1, 2020 and March 31, 2022, whether you are being evicted because you owe these amounts, whether or not you provided a declaration to your landlord within the time required, and whether the landlord has another legal reason for evicting you.**



If you are served with a Complaint for Unlawful Detainer saying that you failed to pay COVID-19 rental debt **between March 1, 2020 and September 30, 2021 and you did not give your landlord a declaration of COVID-19-related financial distress within the time required:**

- You may file a declaration of COVID-19-related financial distress with the court within **five days** of being served with the Complaint if you had good reason for not providing it earlier. You may use form [UD-104 Cover Sheet for Declaration of COVID-19-Related Financial Distress](#) to file the declaration you received from your landlord. If you do not have that, you may use form [UD-104\(A\) Attachment—Declaration of COVID-19-Related Financial Distress](#) as your declaration to file with the court. (You may want to file an *Answer* on form UD-105 at the same time to protect your rights.)
- If you sign a declaration in another language, you must file **BOTH** the signed declaration and an English translation of the declaration to the court. You may use a translation available here: <https://landlordtenant.dre.ca.gov/tenant/forms.html>, or you may obtain your own translation, signed by a translator.
- If you file a declaration of COVID-19-related financial distress within five days of being served with the Complaint, the court will schedule a hearing to determine whether your failure to deliver the declaration to the landlord within 15 days of the notice was the result of mistake, inadvertence, surprise, or excusable neglect.
- After the hearing, if the court finds that failure to deliver the declaration was due to mistake, inadvertence, surprise or excusable neglect, the court will:
  - dismiss any part of the case that is based on unpaid rent or other financial obligations that came due between March 1, 2020 and August 31, 2020; and
  - dismiss any part of the case that was based on unpaid rent or other financial obligations that came due between September 1, 2020 and September 30, 2021, **as long as you pay 25% of the amounts owing from this time period within five days of the court's order.**
- If the court **does not find** that your failure to deliver the declaration was due to mistake, inadvertence, surprise, or excusable neglect, the case will proceed and, if you filed an *Answer*, a trial will be set. If you did not file an *Answer*, the court may issue a judgment against you.

- **Note:** filing a declaration of COVID-19-related financial distress with the court is not a substitute for filing an Answer to the Complaint for Unlawful Detainer. You have **five days** to file an Answer from the date you are served with a Complaint for Unlawful Detainer.



If you are served with a Complaint for Unlawful Detainer saying that you failed to pay **COVID-19 rental debt** between March 1, 2020 and September 30, 2021 and **you did deliver to your landlord a declaration of COVID-19-related financial distress within the time required:**

- You may file an Answer with the court with information about the declaration that you provided to your landlord.
- You may use form [UD-105 Answer-Unlawful Detainer](#) to respond to the Complaint and provide **defenses and objections** to the eviction.
- There are new questions on form UD-105 Answer-Unlawful Detainer that you can use to tell the court what happened in your case, including whether or not you received the correct notice from your landlord, whether you provided a declaration of COVID-19-related financial distress within 15 days of receiving a notice and any other information that will help the court decide whether or not you should be evicted.
- **Remember**, you have **five days** to file an Answer from the date you are served with a Complaint for Unlawful Detainer.

What are **defenses and objections** to an eviction? A defense or an objection to an eviction is an argument that you can make on the [UD-105 Answer-Unlawful Detainer](#) to explain to the court why you should not be evicted even if the statements made in the complaint are correct, or why, even if evicted, you should not have to pay the full amount of money that the complaint demands.



**BEGINNING OCTOBER 1, 2021:** If your landlord wants to evict you for any reason that includes failing to pay rental debt between **March 1, 2020 and March 31, 2022**, before they can get the court to issue a summons and serve you with the complaint, they must:

- Present documentation to the court showing that they applied for rental assistance and the application was denied; OR
- Declare under penalty of perjury that they applied for rental assistance and after 20 days did not receive a response from the emergency rental assistance program or any communications from you, the tenants.

**Note:** These rules only apply if the rental agreement started before October 1, 2021.

**NOTE:** California has an **emergency rental assistance program** to assist renters who, because of the COVID-19 pandemic, have been unable to pay their rent and utility bills on or after April 1, 2020. **You should apply for rental assistance for this debt, even if you have already left the property.** While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance. Additional information about the program can be found by visiting <http://housingiskey.com> or by calling 1-833-422-4255.



**IF YOUR APPLICATION FOR RENTAL ASSISTANCE WAS APPROVED:** If you **answer yes to all the following questions**, and you are served with a Complaint for Unlawful Detainer by your landlord, you can ask the court to stop the eviction process:

1. Is the notice to quit that you received based on a failure to pay rent or other financial obligations that came due between March 1, 2020 and March 31, 2022?
2. Did the tenancy (when you started living at the property) start before October 1, 2021?
3. Were you approved for rental assistance by a government rental assistance program?

If you answer yes to all three of the questions above, and you have been served with a Complaint for Unlawful Detainer, you can fill out form [UD-125 Application to Prevent Forfeiture Due to COVID-19 Rental Debt](#) and file it with the court.

Note: You must attach a copy of the final decision from the government rental assistance program approving the application OR provide the address of the property, the application number and the name of the government agency that approved your application on form UD-125.

You can file the UD-125 any time before the landlord has regained possession of the property. Filing the UD-125 is not a substitute for filing an Answer to the case, which you must do within five days of being served the Complaint to avoid a default judgment being issued against you.

If you file a UD-125, the court will hold a hearing and give you 5-10 days' notice of the hearing. This hearing may be held separately, or at the same time as another hearing in the case. If the court finds that full payment has been made, including amounts covered by rental assistance and any other amounts that you are required to pay (such as 25% of the rent that came due between September 1, 2020 and September 30, 2021), the court will dismiss the case. If the court finds that rental assistance has been approved but has not yet been paid, the court will delay the case to provide time for payment to be made and will set a follow-up hearing.



If you are served with a Complaint for Unlawful Detainer that **does not say that you failed to pay rent or other financial obligations that came due between March 1, 2020 and March 31, 2022:**

**Consult an attorney, legal aid office or court self-help center for additional information about your rights and responsibilities under current law.**

Looking for legal help?

[Lawyers and Legal Help](#)

[LawHelp California](#)

[Tenant and Landlord Resources](#)



### **Retaliation is prohibited**

If you owe COVID-19 rental debt and you believe your landlord is trying to **retaliate** for that by evicting you for something other than your failure to pay COVID-19 rental debt, the court may find that the landlord was acting **in retaliation** because you owe COVID-19 rental debt.

- If you believe your landlord is evicting you in retaliation for owing COVID-19 rental debt by evicting you for another reason, you may raise retaliation as a **defense or objection** in your [UD-105 Answer-Unlawful Detainer](#).
- If the notice and complaint you received from the landlord states a reason other than the nonpayment of COVID-19 rental debt, you may argue that this is not the true reason for the eviction. If you make this argument, the landlord must bring evidence to trial to show that the notice and complaint were made in good faith for the reasons stated.

If you believe the landlord is retaliating against you, you may also file a separate claim against the landlord for retaliation and ask for damages, including punitive damages of up to \$2000 for each act of retaliation, if the landlord is guilty of fraud, oppression, or malice. **Note:** You cannot make these arguments on your [UD-105 Answer-Unlawful Detainer](#). They must be made in a separate case.

In addition, a landlord cannot try to force you to leave outside of the court process, by doing things like locking you out, cutting off utilities, or removing doors or windows. If your landlord does these things to try to force you to leave outside of the court process, and you have provided the landlord a declaration of COVID-19-related financial distress, you may ask the court to order the landlord to pay you damages of \$1,000-\$2,500.



You may be sued for **COVID-19 rental debt**:

If you deliver the declarations of COVID-19 related financial distress to your landlord on time, you will be protected from being evicted for failure to pay rent through September 30, 2021. However, you still owe COVID-19 rental debt to your landlord.

- You cannot be sued for the COVID-19 rental debt before November 1, 2021.
- Beginning on November 1, 2021, your landlord may sue you for the debt. At that time, the landlord can choose to go to traditional civil court, or to small claims court, even for amounts that exceed the normal limits in small claims court.
- **If you owe COVID-19 rental debt, you may qualify for rental assistance, even if you have already left the property.** Based on legislation that took effect on June 28, 2021, tenants who owe COVID-19 rental debt and who have left their rental may also qualify for rental assistance.

For more information about your rights and responsibilities under state law and about programs to help you pay your rent, see [Tenant Resources](#).

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