



Eviction Moratorium

Under COVID-19 Local Emergency Declaration

Frequently Asked Questions (FAQ) Sheet

This document answers common questions regarding Fullerton's moratorium on tenant evictions for partial or non-payment of rent for reasons associated with COVID-19.

Q: Why did the City pass a temporary moratorium on terminations of tenancy?

A: The Governor's March 16, 2020 Executive Order (N-28-20) calls for a moratorium on evictions of residential and business tenants but requires cities to enact an ordinance for it to be effective.

Q: Does the Governor's March 27, 2020, Order (N-37-20) change the City's ordinance in any way?

A: No. The March 27th Order adds protections for residential tenants. It does not decrease or otherwise impact the additional tenant protections within Fullerton's ordinance.

Q: Does this mean tenants are not obligated to pay rent?

A: No. In general, for all rent due on or after March 4, 2020 tenants are legally obligated to pay rent as usual. However, if they are unable to pay all or a portion of their rent due to COVID-19 impacts, they must provide written notice to their landlord and provide documented evidence that the financial impacts are due to COVID-19. In Fullerton, tenants have up to 180 days to pay back the rent that is owed unless the landlord and tenant agree to a different schedule.

Q: How does a tenant demonstrate wage loss because of COVID-19?

A: Affected tenants will need to demonstrate substantially decreased income or substantially increased out-of-pocket medical expenses resulting from the COVID-19 pandemic through written documentation or other objectively verifiable information. For specific reasons, please see Section 1. (C) (1) of the ordinance. Anyone who anticipates, or has already experienced, wage loss related to the pandemic is advised to hold onto paycheck stub records, documentation of employment termination, and copies of work schedules or other types of documentation showing a reduction in hours.

Q: What type of documentation acceptably demonstrates substantial wage loss resulting from the COVID-19 pandemic?

A: Documentation may include, but is not limited to: (1) letter from employer citing COVID-19 as a reason for reduced work hours, a layoff, or reduced wages; (2) letters from clients or customers citing COVID-19 as a reason for reducing or cancelling purchase orders, requests for services-for-hire, or other profit generating contract; (3) letter from a school or other government issued documentation declaring a school closure related to COVID-19 accompanied by proof of reduced compensation as a result of providing child care; (4) letter from a medical doctor recommending rest at home, self- quarantine, hospitalization, or similar measures for the affected tenant or a family member resulting in a loss of income; and (5) letter establishing substantial out-of-pocket medical expenses.

If a tenant provides a landlord evidence of any COVID-19 related financial impacts, including health reasons, the landlord shall keep such evidence in strict confidence.

Q: How will the moratorium on evictions be enforced?

A: To be evicted, a landlord must file an unlawful detainer action in Superior Court. The Court will set a future hearing date. At that hearing, the landlord and tenant will each have the opportunity to present evidence to the court about whether the tenant has complied with the requirements of the lease, the City's eviction moratorium ordinance, or the Governor's order of March 27th. The landlord and tenant should both bring a copy of the City's ordinance to court, and all evidence demonstrating whether the tenant has complied with all applicable requirements.

Q: Does the moratorium protect residents from utility service interruptions due to nonpayment?

A: The moratorium does not directly protect residents from utility service interruptions due to nonpayment. Tenants should check with their utility provider if they pay directly for utilities (gas and electricity). Fullerton will not disconnect water service for partial or non-payment during the declaration of emergency. Please remember, you should pay what you can – this is **not** an opportunity to **not** pay any bills.

Q: How does the eviction moratorium protect landlords?

A: Landlords will continue to collect rent from tenants who have the ability to pay; the moratorium only limits landlords from taking action against those tenants who cannot pay all or a portion of rent and can demonstrate substantial income loss due to COVID-19. The ordinance also requires tenants to, in writing, communicate and demonstrate substantial income loss due to COVID-19. **Rent is not waived, only deferred until after the emergency passes and provides a timeline for repayment. After such time, if not agreed to in writing between the tenant and landlord, landlords have all legal ability to recover rent and evict a tenant.**

Q: What happens if a landlord does not comply with the moratorium? What remedies are available to tenants?

A: Landlords cannot evict a tenant without going to Superior Court. Tenants must make sure they keep copies of all requests and documentation provided to a landlord. Tenants may also call the Fair Housing Council of Orange County at (714) 569-0823.

Q: Does the moratorium cover non-profit organizations?

A: Non-profit tenants were not specifically called out in the Governor's Executive Order or Ordinance No. 3279, but they would be considered business tenants.

Q: When will the eviction City's moratorium end?

A: This moratorium is effective until the expiration of the Governor's Executive Order N28-20 which is on May 31, 2020, unless the term of the Order is revised. Renters will be given 180 days after the expiration of the Order to pay back rent owed, unless extended in writing between the landlord and tenant.

Tenants are highly encouraged to pay as much of their rent as possible during this time. Any payment of a portion of rent is a "good faith effort" to your landlord and may constitute evidence that a court would consider in any potential eviction proceeding. The moratorium does not forgive a tenant for not paying rent, nor is it a program of the City, State, or Federal government to pay your rent.



Notification of Eviction Protection Due to COVID-19 Checklist & Sample Letter

The City of Fullerton enacted an eviction moratorium ordinance that took effect March 26, 2020. The moratorium prevents residential and commercial eviction proceedings for nonpayment or partial payment of rent when a tenant's income or expenses have been substantially impacted by COVID-19.

If a tenant is unable to fully or partially pay rent, the tenant must notify the landlord as soon as possible, but not more than 30 days after the rent payment was due. To comply with the requirements of the moratorium ordinance, a tenant is to provide written notification to the landlord along with proof of the reason cited. To assist tenants, the City is providing this checklist and sample letter.

To properly notify your landlord of eviction protection, ensure that you have the following:

- A letter in writing notifying landlord of need of delay due to COVID-19 impacts. This may include any of the following reasons:
 - Job loss
 - Reduction of hours
 - Missing work to care for a child due to school closure
 - Missing work due to recommendation to rest at home, self-quarantine, hospitalization or similar measures.
 - Other reason(s) as explained.

- Proof of substantial reduction in income or substantial out-of-pocket medical expenses due to COVID-19. This may include any of the following:
 - Letter from employer citing COVID-19 as a reason for reduced work hours or termination.
 - Letters from clients or customers citing COVID-19 as a reason for reducing or cancelling purchase orders, requests for services-for-hire, or other profit generating contract
 - Letter from a school or other government issued documentation declaring a school closure related to COVID-19
 - Letter from a medical doctor recommending rest at home, self-quarantine, hospitalization, or similar measures for the affected tenant or a family member.
 - Bank statements showing financial situation before and after outbreak
 - Paycheck stubs from before and after the COVID-19 outbreak
 - Other proof of substantial loss of income or substantial out-of-pocket medical expenses.

The information needs to be given to the landlord as soon as possible after the rent was due and which you are paying partial or no rent, but in no circumstances more than 30 days after the rent was due.

Make a copy of all of the documents you provide to the landlord for your records and what date you provided the information to your landlord.

If possible, make an attempt to pay part of your rent. This is a good faith effort on your behalf.

You will still be responsible for paying your rent after this public health crisis. The moratorium ordinance is not a program to pay your rent on your behalf. Neither the City, State nor the U.S. government has a program to pay your rent. Paying as much as you can now reduces the amount you will have to pay back later and may be evidence that a court will consider as to whether an eviction is warranted.

Date: (must be within 30 days after date rent/ utility/ fee is **due** to landlord)

Your name and address:

Dear (landlord’s name or company name):

Please accept this notification to let you know that I have experienced a substantial loss of income or incurred substantial out-of-pocket medical expenses resulting from the COVID-19 pandemic. I am unable to pay my full rent or all of my rent for this month as a result.

My monthly rent is:\$_____. I am paying \$_____.

The reason for my loss of income is:

- Laid off from work at _____ (name of employer) because of COVID-19
- Terminated from work at _____ (name of employer) because of COVID-19
- Loss of appointments, contracts, or other sources of income
- Unable to go to work because of children school closures
- Unable to go to work because of daycare closures
- Unable to go to work because of my illness or symptoms related to COVID-19
- Unable to go to work because of a family member’s illness or symptoms related to COVID-19
- Unable to go to work because I am required to self-isolate or quarantine due to exposure to COVID-19
- Unable to go to work because my health conditions make it too dangerous for me to be exposed to COVID-19
- Unable to go to work because of transportation issues related to COVID-19
- Loss of other income relating to COVID-19
- Substantial out-of-pocket medical expenses relating to COVID-19

I have included documentation relating to my loss of income and/or medical expenses with this letter.

City of Fullerton Ordinance No. 3279 says that you cannot charge me penalties or terminate my tenancy because I cannot pay all of my rent because of income loss related to COVID19.

By signing, I understand that I will have to pay back any money that is due for rent within 180 days of the end of the current public health crisis. Thank you.

Sincerely,

(print your name)

(sign your name)

(Include all of your documentation and any payment for rent. Keep a copy for your records)