

## CA Relief Act & CDC Order Cheat Sheet

| ISSUE  | CA RELIEF ACT  | CDC ORDER   |
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| <b>Required Repayment of Unpaid Rent Accrued during the Pandemic Period</b>      | <p>March 1, 2020 – August 31, 2020:<br/>Repay by March 1, 2021</p> <p>September 1, 2020 – January 31, 2021:<br/>Pay 25% of rent monthly OR 25% of aggregate rent by January 31, 2021 (“<b>Transition Period Minimum Rent</b>”)</p> <p>Full repayment is due by March 1, 2021</p>   | <p>Tenants must use “best efforts” to make timely partial payments.</p> <p>Full repayment is due by December 31, 2020.</p>  |
| <b>Eviction for Rent Accrued before March 1, 2020</b>                            | <p>Landlord can evict after October 5, 2020</p>  | <p>Landlord can evict after January 1, 2021</p>   |
| <b>Eviction for Rent Accrued between March 1, 2020 and August 31, 2020</b>       | <p>Landlord cannot evict for nonpayment of rent if Tenant returns CA Declaration to Landlord within 15 days of receipt of Landlord Notice Documents until February 1, 2021.</p> <p>If Tenant does not return CA Declaration within 15 days, Landlord can evict after October 5, 2020.</p>  | <p>Landlord cannot evict for nonpayment of rent if Tenant delivers CDC Declaration to Landlord until January 1, 2021.</p> <p>If Tenant does not return CDC Declaration, Landlord can evict based on rules of applicable jurisdiction.</p> |
| <b>Eviction for Rent Accrued between September 1, 2020 and December 31, 2020</b> | <p>Landlord cannot evict for nonpayment of rent if Tenant returns CA Declaration to Landlord within 15 days of receipt of Landlord Notice Documents AND pays Transition Period Minimum Payment until February 1, 2021.</p> <p>If Tenant does not return CA Declaration within 15 days or fails to make Transition Period Minimum Payment, Landlord can evict after February 1, 2021.</p> | <p>Landlord cannot evict for nonpayment of rent if Tenant delivers CDC Declaration to Landlord until January 1, 2021.</p> <p>If Tenant does not return CDC Declaration, Landlord can evict based on rules of applicable jurisdiction.</p> |
| <b>Eviction for Rent Accrued between December 31, 2020 and January 31, 2021</b>  | <p>Landlord cannot evict for nonpayment of rent if Tenant returns CA Declaration to Landlord within 15 days of receipt of Landlord Notice Documents AND pays Transition Period Minimum Payment until February 1, 2021.</p> <p>If Tenant does not return CA Declaration within 15 days or fails to make Transition Period Minimum Payment, Landlord can evict after February 1, 2021.</p> | <p>Landlord can evict after January 1, 2021.</p> <p>If Tenant does not return CDC Declaration, Landlord can evict based on rules of applicable jurisdiction.</p>  |
| <b>Eviction for Rent Accrued after January 31, 2021</b>                          | <p>Landlord can evict after February 1, 2021</p>   | <p>Landlord can evict after January 1, 2021.</p>  |
| <b>Action to Recover Back Rent</b>   | <p>Landlord can commence action to recover rent after March 1, 2021.</p>   | <p>N/A</p>  |
| <b>Income Requirements</b>   | <p>No income limits, but Landlord may require Tenants making over \$100,000 or 130% of median area income to show proof of financial hardship</p>  | <p>Protections only apply to those making less than \$99,000 annually for individuals or \$198,000 for joint returns</p>  |

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| <b>Eligibility Requirements</b>     | <ol style="list-style-type: none"> <li>1. Loss or limitation of income caused by COVID-19, including limitation of ability to earn income because of childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member</li> <li>2. Increased out-of-pocket expenses cause by COVID-19, including expenses directly related to performing essential work, health impacts, and increased costs for childcare or attending to an elderly, disabled, or sick family member.</li> <li>3. Any public assistance received since the start of the COVID-19 pandemic does not fully make up for loss of income or increased expenses.</li> </ol>   | <ol style="list-style-type: none"> <li>1. Tenant has used best efforts to obtain government rent assistance or housing.</li> <li>2. Tenant either: <ol style="list-style-type: none"> <li>a. earns less than \$99,000 in annual income in 2020,</li> <li>b. was not required to report 2019 income, or</li> <li>c. received a stimulus check under the CARES Act.</li> </ol> </li> <li>3. Tenant is unable to pay full rent due to COVID-related reasons.</li> <li>4. Tenant is using best efforts to make partial payments.</li> <li>5. Eviction would render individual homeless or forced to congregate.</li> </ol> |
| <b>Landlord Notice Requirements</b> | <p>Must send separate notice for Protected and Transition Periods, a High-Income Tenant notice, if applicable, and a form CA Declaration.</p>  | <p>N/A</p>   |
| <b>Allowable Evictions</b>          | <p>Evictions based on:</p> <ol style="list-style-type: none"> <li>1. Unpaid rent before March 1, 2020.</li> <li>2. A breach of a material term of the lease</li> <li>3. Committing or allowing the commission of a nuisance</li> <li>4. Committing waste</li> <li>5. Refusal to extend or renew lease if lease terminated on or before January 1, 2020.</li> <li>6. Engaging in criminal activity on the premises</li> <li>7. Assigning or subletting the premises in violation of the lease.</li> <li>8. Refusing to allow the owner from lawfully entering the premises</li> <li>9. Using the premises for an unlawful purpose</li> <li>10. An employee, agent, or licensee's failure to vacate the premises after termination of agreement</li> <li>11. Failure to deliver possession of the premises after providing the owner written notice of intention to terminate or offer to surrender</li> <li>12. Owner or Owner's family wishes to occupy the premises (leases entered into after July 1, 2020 have an additional restriction that tenant agrees to the termination, or if lease specifically allows)</li> <li>13. Withdrawal of the premises from the rental market.</li> <li>14. Owner's compliance with an order issued by a government agency or court to vacate the premises</li> <li>15. Owner intends to demolish or to substantially remodel the residential real property.</li> </ol> | <p>Evictions based on:</p> <ol style="list-style-type: none"> <li>1. Engaging in criminal activity while on the premises;</li> <li>2. Threatening the health or safety of other residents;</li> <li>3. Damaging or posing an immediate and significant risk of damage to property;</li> <li>4. Violating any health and safety regulation; or</li> <li>5. Violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).</li> </ol>   |