

NOTICE TO TENANT EXTENSION OF COVID-19 TENANT RELIEF ACT

Resident(s): _____
(All Adult Occupants and All Others In Possession)

Premises: _____ Date: _____
(Address, Apt #, City, State, Zip Code)

As required by Code of Civil Procedure Section 1179.04:

On or before July 31, 2021, a landlord shall provide, in at least 12-point type the following notice to tenants who as of July 1, 2021, have not paid one or more rental payments that came due during the covered time period:

NOTICE FROM THE STATE OF CALIFORNIA: The California Legislature has extended the COVID-19 Tenant Relief Act. The law now protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and September 30, 2021.

“COVID-19-related financial distress” means any of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to the health impact of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit your ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and September 30, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before September 30, 2021.

NOTICE FROM THE STATE OF CALIFORNIA: The California Legislature has extended the COVID-19 Tenant Relief Act. The law now protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and September 30, 2021.

NOTICE TO TENANT EXTENSION OF COVID-19 TENANT RELIEF ACT

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and September 30, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file that indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation that shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning October 1, 2021, if you owe rental payments due between September 1, 2020, and September 30, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

YOU MAY QUALIFY FOR RENTAL ASSISTANCE. In addition to extending these eviction protections, the State of California, in partnership with federal and local governments, has created an emergency rental assistance program to assist renters who have been unable to pay their rent and utility bills as a result of the COVID-19 pandemic. This program may be able to help you get caught up with past-due rent. Additionally, depending on the availability of funds, the program may also be able to assist you with making future rental payments.

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 extension of the COVID-19 Tenant Relief Act and new state or local rental assistance programs, including more information about how to qualify for assistance, can be found by visiting <http://housingiskey.com> or by calling 1-833-430-2122.”

UNAUTHORIZED USE PROHIBITED
For Members Only
Apartment Association,
California Southern Cities
Approved Form #F58E – 7/21



DECLARATION OF SERVICE OF NOTICE TO RESIDENT(S)

I, the undersigned, declare that at the time of service of the papers herein referred to, I was at least (18) eighteen years of age, and that I served the following checked notice: NOTICE TO TENANT EXTENSION OF COVID-19 TENANT RELIEF ACT

on the _____ day of _____, _____ in one of the manners checked and set forth below:

☐

(1) PERSONAL SERVICE

By DELIVERING a copy of the Notice PERSONALLY to:

☐

(2) FIRST-CLASS MAIL

By sending a copy **MAIL** addressed to the Resident; however, mailing the Notice must be at least six (6) days prior to the intended entry.:

(Street Address) _____

Apt. no. _____ City _____ State _____ Zip _____

(3) SUBSTITUTE SERVICE AND MAILING

(To be used only in the event that Personal service cannot be completed and the Tenant's place of employment is unknown or unascertainable)

☐

By **LEAVING** a copy of the Notice with _____ a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof, and **MAILING** by first class mail on said date a copy to each resident(s) by depositing said copy in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the resident(s) at their place of residence:

(Street Address) _____

Apt. no. _____ City _____ State _____ Zip _____

(4) POSTING SERVICE AND MAILING

(To be used only in the event that Personal and Substitute service cannot be completed and the Tenant's place of employment is unknown or unascertainable)

☐

By **POSTING** a copy of the Notice in a conspicuous place on the property therein described, there being no person of suitable age and discretion to be found at any known place of residence or business of said resident(s), and **MAILING** by first class mail on the same day as posted, a copy to each said resident(s) by depositing said copy in the United States Mail in a sealed envelope with postage fully prepaid, addressed to the resident(s) at their place of residence:

(Street Address) _____

Apt. no. _____ City _____ State _____ Zip _____

☐

(5) ELECTRONIC SERVICE

By **SENDING** electronically at the following email address: _____

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and if called as a witness to testify thereto, I could do so competently.

Executed this _____ day of _____, _____ at _____, California.

Print Name

Signature