



# COVID-19 Eviction Moratorium Factsheet

**Last updated: April 7, 2020**

In response to the novel coronavirus (COVID-19), the City Manager declared a local State of Emergency on March 3, 2020, which the City Council ratified on March 10, 2020. The City of Berkeley Public Health Officer issued a shelter-in-place order on March 16, 2020, due to the COVID-19 pandemic.

In the interests of protecting the public health and preventing transmission of COVID-19 by avoiding unnecessary displacement and homelessness, the Berkeley City Council passed the COVID-19 Emergency Response Ordinance (Berkeley Municipal Code 13.110) on March 17, 2020.

Effective immediately, the Ordinance places a moratorium on residential evictions for failure to pay rent due to financial impacts related to COVID-19 for the period of the local state of emergency, and on no-fault evictions other than Ellis Act evictions. Landlords can request a complete or partial waiver of the requirements of this Ordinance.

**NOTE: This moratorium applies to evictions for non-payment of rent due to financial impact/hardship related to COVID-19 and most no-fault evictions during the local State of Emergency**

## **WHAT AFFECTED TENANTS MUST DO:**

1. Notify landlords **in writing** before the rent is due, but **NO LATER THAN 7 DAYS AFTER THE RENT IS DUE**, that they are unable to pay their full rent as a result of impacts from COVID-19. You may use the accompanying form letter, but an email is also acceptable.
2. Tenants also must notify the landlord of any changes in their financial situation if it affects the amount they are able to pay in future months.

## **WHAT AFFECTED TENANTS SHOULD DO AS SOON AS POSSIBLE:**

State the ways in which they have been financially impacted by COVID-19 or any local, state, or federal government response to COVID-19. This can include:

- Decrease in household income due to layoffs or reduction of hours
- Decrease in household income due to caregiving responsibilities, including child care needs arising from school closures
- Substantial material out-of-pocket medical expenses

## **Provide documentation, which can include:**

- Termination notices, payroll checks, pay stubs, bank statements, letters, emails, or texts from an employer or supervisor explaining the tenant's changed financial circumstances
- Documentation of caregiving responsibilities, including those related to school closures
- Medical bills

## **RENT REPAYMENT**

The Ordinance does not relieve the tenant from paying rent; the tenant must pay unpaid rent that accrued during the local state of emergency within six months after the expiration of the local emergency but the landlord may not evict the tenant for failure to pay the accrued rent. The landlord may not charge a late fee on the rent.

## **HOUSING RETENTION GRANTS**

The Mayor and City Council have established a tenant relief fund that will distribute grants to qualifying tenants to help them keep their housing. You may also email [berkeleyhrp@ebcl.org](mailto:berkeleyhrp@ebcl.org) or call (510) 548-4040 ext. 629.

## **LANDLORD WAIVER REQUEST (A.R. Number: 10.3):**

Landlords may request an exemption or modification from the Emergency Response Ordinance based on any of the following:

1. Its application would pose a hardship to the landlord (e.g. inability to pay mortgage, taxes, utilities, rental property operating costs, would result in foreclosure, living conditions that would threaten public health/safety, rental income necessary for medical costs, basic necessities), or
2. Its application would constitute an unconstitutional taking of property, or
3. Its application would violate a state law applicable to charter cities or federal law, or
4. It's application would have serious adverse impacts on other tenants, or
5. The tenant's claim of a covered reason for delayed payment is unfounded.

In order to apply for a waiver, a landlord must first:

1. Show that their tenant was informed of the existence of the eviction moratorium, and
2. Notify tenant of the basis for the waiver application.

In the written application, the landlord must include the factual and legal basis for the claim of exemption or non-applicability and supporting documentation and state the manner in which notice of the basis for the application was provided to the tenant.

Landlord must submit the waiver application to [cmo@cityofberkeley.info](mailto:cmo@cityofberkeley.info) **within 30 days** of becoming aware that their tenant cannot pay full rent because tenant has been financially impacted by COVID-19 or any local, state, or federal government response to COVID-19.

The City Manager or their Designee may request additional information and/or may hold a remote hearing. They will issue a final decision in writing no later than 30 days after receiving the application or additional information.

## **Landlord-Tenant Voluntary Agreements (Regulation 1017.5)**

Landlords may temporarily reduce or waive rent to assist their tenants coping with the COVID-19 crisis through written agreement without permanently reducing the amount of rent that can be charged for the unit at the end of the agreement.

Written agreements must state that the reduction is temporary, and not related to market conditions, habitability, or a reduction in housing services. Agreements entered into during the local State of Emergency may extend beyond the expiration of the local State of Emergency where the landlord and tenant expressly agree to the duration in writing.