



## **THE CITY OF STOCKTON'S “COVID-19 EVICTION MORATORIUM ORDINANCE” FREQUENTLY ASKED QUESTIONS**

The Stockton City Council voted to enact the COVID-19 Eviction Moratorium Ordinance # 2020-06-09-1402 on June 9, 2020. The Ordinance on evictions strengthens the protections of Affected Tenants in the City of Stockton. The Ordinance provides the following:

- (a) Extends the residential tenant eviction moratorium until 90 days after the Governor lifts the state of emergency regarding COVID-19, or until the Ordinance is amended or repealed by the Judicial Council.**
- (b) Eliminates evictions through unlawful detainer and for all causes except for those that pose an immediate threat to the health or safety of other occupants,**
- (c) Give tenants up to six (6) months following the expiration of the local emergency period to repay any amount owed for rent.**
- (d) Prohibits late fees that accrue during the Local Emergency if the rent was late for reasons resulting from the COVID-19 pandemic. No interest or other penalties can accrue or be owed as a result of rent deferrals pursuant to this Ordinance. Meaning Landlords cannot charge late fees, interest fees or other penalties for a tenant paying rent late because of a COVID19 financial hardship.**

**What follows are a set of frequently asked questions pertaining to the Stockton Ordinance.**

### **1. Who is eligible for protection from an eviction lawsuit under the “COVID-19 Eviction Moratorium Ordinance”?**

The Ordinance applies to ‘Affected Tenants’ in the City of Stockton whose employment and income have been affected by the COVID-19 pandemic.

An “Affected Tenant” is a Tenant or Tenant Household and Mobile home Resident or Mobile homeowner...

- who is over the age of 65, has a compromised immune system, heart disease, diabetes, or other serious and chronic medical condition that affects the respiratory system,

- or has, as a result of the COVID-19 pandemic, or declaration of the County Public Health Officer, or other local, State or Federal Authority, suffered a substantial loss in income through their employment as a result of any of the following:
  1. **job loss; a reduction of compensated hours of work; employer's business closure; missing work due to a minor child's school closure; or**
  2. **other similarly caused reason resulting in a loss of income due to COVID-19**

**AND who is unable to pay rent as a result**

**2. Can a landlord evict a Tenant during the State of Emergency if the tenant cannot pay rent due to COVID-19?**

**No.** A Landlord may not terminate tenancy *during the term of this ordinance* for non-payment due to COVID-19. The Landlord *may* evict if they can demonstrate that the termination is for a cause that poses an imminent threat to the health or safety of the other occupants of the property.

**3. Must tenants provide proof to the landlord or property manager that they cannot pay rent due to COVID-19?**

The Tenant shall provide their Landlord with written documentation or other objectively verifiable information establishing that the Tenant has, as a result of the novel coronavirus (COVID-19) pandemic or declaration of County Public Health Officer, or other State or Federal Authority, suffered substantial loss of income caused by any of the following: 1) job loss; 2) a reduction of compensated hours of work; 3) work closure; 4) missing work due to a minor child's school closure; or 5) other similarly-caused reason resulting in a loss of income due to COVID-19. The following documents are some examples that a Tenant may provide however, *they are not the exclusive form of documentation demonstrating impacts to income due to COVID-19:*

- i. Letter from employer citing COVID-19 as a reason for reduced work hours or termination; or
- ii. Employer paycheck stubs; or
- iii. Notification from a school declaring a school closure related to COVID-19; or
- iv. California Driver's License or other documentation of date of birth (if over 65); or
- v. A letter or other document provided by a physician that documents an applicable medical condition.

**4. Do Tenants still have to pay rent for this time period?**

**Yes.** A tenant cannot be evicted for non-payment of rent during the term of this ordinance due to loss of income related to the coronavirus pandemic, but the emergency ordinance does *not* relieve a tenant of the obligation to pay back rent that was due during the moratorium.

**5. If an Affected Tenant must make a Delayed Payment, will a Tenant be charged a late fee?**

**No.** Late fees cannot be imposed for rent that became due during the Local Emergency if the rent was late for reasons resulting from the COVID-19 pandemic. No interest or other penalties can accrue or be owed as a result of rent deferrals.

**6. Does the Ordinance apply to all of San Joaquin County?**

**No.** The Ordinance applies only to tenants in the City of Stockton. Tenants outside of the City of Stockton may have rights under either local or state orders.

**7. Does the ordinance apply to Tenants who live in a garage, rent a room, or live in an illegal rental unit?**

The ordinance defines a “tenant” as a residential tenant, subtenant, lessee, sublessee, or any other person entitled by written or oral agreement, or by sufferance, to use or occupancy of a Rental Unit. The ordinance defines “rental unit” as a structure or part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household, and which household pays rent for the use and occupancy for periods in excess of seven days whether or not the residential use is a conforming use permitted under the Stockton Municipal Code.

**8. When do the protections under the City’s ordinance end?**

This Ordinance shall remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

**9. What happens when the Ordinance is over?**

Tenants will have up to 6 months following the expiration of the local emergency period to repay all back due rent.

**10. Who can tenants call if their landlord violates the emergency ordinance and tries to evict them?**

If a landlord serves a tenant with an eviction notice or initiates eviction proceedings against them, they should seek legal advice promptly. For free legal assistance they may contact:

**California Rural Legal Assistance, Inc. (Stockton)**

**(209) 946-0605**

**Monday-Friday**

**9:00a.m.- 5:00p.m.**

**<https://www.crla.org>**

**11. Can a landlord seek to evict a tenant for not paying rent after the Ordinance ends?**

**Depends.** Once the Ordinance ends, if a tenant does not pay the current rent a landlord may move to evict a tenant. However, a tenant should seek legal assistance to see if other protections apply.

**12. Can a landlord be penalized for violating the emergency ordinance?**

**Yes.** A landlord that fails to comply with the Ordinance may be subject to civil proceedings for displacement of a tenant and could be liable for injunctive relief, damages, costs, and reasonable attorneys' fees.

**13. If a Tenant is protected under this ordinance and a landlord seeks to terminate their tenancy and eviction proceedings commence what can a Tenant do?**

The landlord must comply with this Ordinance. Non-compliance with any applicable component of this Ordinance shall constitute an affirmative defense against any unlawful detainer action under California Code of Civil Procedure section 1161, as amended. A tenant should seek legal assistance.

**14. When can a Landlord evict an Affected Tenant?**

Landlords of Affected Tenants may *only* evict during the term of this ordinance if there is an *imminent threat to health and safety of the other occupants of the property*. If a landlord cites reasons such as no-cause, no fault, unauthorized occupants or pets, or nuisance, they are NOT sufficient to evict an Affected Tenant.