



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until 90 days after the Governor lifts the state of emergency regarding COVID-19, or until the Ordinance is amended or repealed by the Judicial Council.**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.