

FREQUENTLY-ASKED QUESTIONS ABOUT THE EVICTION MORATORIUM ORDERS

On March 19, 2020, the City of Oxnard issued Director Order No. 20-01 which limits the ability of landlords to evict residential and commercial tenants under certain circumstances related to non-payment of rent due to the COVID-19 emergency. On March 27, 2020, the Governor of State of California issued an order (Executive Order N-37-20) which similarly limits the ability of landlords to evict under certain circumstances related to non-payment of rent due to the COVID-19 emergency. Copies of those orders can be accessed through the following links:

City of Oxnard Director Order No. 20-01:

www.oxnard.org/wp-content/uploads/2020/03/2020.03.19-Director-Oder-20-01.pdf

Governor of California Executive Order N-37-20:

www.gov.ca.gov/wp-content/uploads/2020/03/3.27.20-EO-N-37-20.pdf

The purpose of this FAQ bulletin is to provide general answers to Frequently-Asked Questions that tenants and landlords may have. This is not intended to constitute legal advice, as every case is different, and state courts have the authority to apply the law, including these orders, in a particular case. Any tenant or landlord with a pending legal matter is encouraged to obtain advice from an attorney. We also encourage anyone with a specific question regarding such issues, or potential issues of discrimination in housing, to contact your own attorney, or call the Housing Rights Center at 800-477-5977.

As of the date of publication of this document, Oxnard Director Order remains in effect until July 28, 2020. On the following pages you will find over 20 questions which are frequently asked by tenants and by landlords. The responses are provided as of June 2, 2020, and may be updated as circumstances changes or as additional orders are issued.

(City of Oxnard, update of June 2, 2020)

QUESTIONS ASKED FREQUENTLY BY TENANTS

Question #1: What is the purpose of the City and State Emergency Orders?

Response: *The objective of both orders is to prevent tenants from being evicted for non-payment of rent, when the reason for the non-payment is because of the COVID-19 emergency, in order to keep tenants housed and healthy to reduce the impact on the health care system during the emergency.*

Question #2: Is it true that we don't have to pay rent during the COVID-19 emergency?

Response: **No.** *Tenants are still legally obligated to pay rent. Under the City and State Emergency orders which took effect on March 27, 2020, there is one change: tenants cannot be evicted if they are unable to pay the rent due to the COVID-19 emergency, but tenants still will be legally obligated to pay the rent eventually. Evictions are suspended for right now, but the rent will still be owed.*

Question #3: What if I don't have enough money to pay the rent due to reasons related to the COVID-19 emergency?

Response: *If you are unable to pay the full rent, you should pay as much of the rent as you are able to pay. You must also provide the landlord with a written notice advising the landlord that the reason you are unable to pay the full rent amount is because you have experienced a loss of income due to the COVID-19 emergency, and you must be prepared to provide documentation supporting your claim of inability to pay. The same is true if you are unable to pay any rent at all - you must provide a written notice to the landlord stating that the reason is because of the COVID-19 emergency. Tenants must provide written*

notice to landlords no later than seven (7) days after the date that your rent is due.

Question #4: What are some examples of valid reasons for economic inability due to the COVID-19 emergency?

Response: *The State of California Emergency order lists some examples of possible reasons that could cause a tenant to be unable to pay rent due to the COVID-19 emergency:*

--If a tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19, or was caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;

--If a tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or

--A tenant needed to miss work to care for a child whose school was closed in response to COVID-19.

Question #5: How should I prepare and submit my written notice?

Response: *Your written notice should state that you are unable to pay all or part of the rent due to the COVID-19 emergency. We recommend that you indicate in general terms the reason for which you have been financially impacted by the COVID-19 emergency (for example, “I was laid off”, or “I have been sick and could not work”). **The Notice should be provided to the landlord within seven (7) days of the date the rent is due.** You can include the Notice with any partial rent payment, deliver it to a management office, send it by email or to a physical address, to the landlord or management company with whom you have previously corresponded, or to some other address which has previously been provided to you as the way to communicate with the landlord or*

property management company. Make and save a copy of the written communication you send.

Question #6: If I can't pay part or all of my rent now, will I have to pay all of that rent all at once when the emergency orders expire on July 28, 2020?

Response: The Governor and the various local officials have stated that their intention in issuing the emergency Orders is to ensure that people do not lose their housing due to the COVID-19 emergency, and that they intend to provide sufficient time for people to pay back their debts without losing their housing.

Question #7: How much time will I have to pay back the rent that I am unable to pay during the emergency?

Response: We cannot answer that question at this time. It is likely that by the time the Emergency Orders are lifted or extended that there will be additional orders issued on the obligation and timing of any repayment of debts. However, there is currently no order addressing this issue.

Question #8: I only rent a room or part of a house. Am I protected from eviction if I cannot pay the rent that is due?

Response: Both the City and the Governor's Orders cover all residential tenants; all tenants are protected from eviction if you are unable to pay the rent due the COVID-19 emergency.

Question #9: Am I protected from eviction if I do not have a written rental agreement?

Response: The City and the Governor's orders cover any tenant who was paying rent prior to the declaration of the COVID-19 emergency on March 19. Please note that it might become necessary for you to provide some other type of evidence (other than a lease) which proves that you are indeed a tenant, if a case were to end up in court.

Question #10: I pay my rent in cash and sometimes do not get a receipt. How can I prove I am a tenant?

Response: *We recommend that you never pay rent in cash. The best way to have proof that you have paid your rent is to always pay by check (or money order), and write on the check your address and the words “rent for the month of _____”. Make a photocopy of the check before you give it to the landlord, and make sure that the check is made payable to the landlord or property management company. That way, if you do not receive a receipt, you have proof that you gave them a check for the rent (or as much of the rent as you could pay).*

(more questions on next page)

Question #11: My landlord has demanded that I pay the rent or leave, and has threatened to change the locks in order to evict me, but has not taken me to court. What should I do?

Response: *Any landlord who tries to directly evict a tenant by locking them out, or physically removing the tenant or their possessions, is in violation of state law. Our Police Department occasionally receives calls from tenants who have been locked out illegally, and will respond by speaking to the landlord to get them to let the tenants back in and abide by the law. If you should find yourself locked out without the landlord having filed the proper court papers, you may call the Police Department at 805-385-7740 (please DO NOT CALL 9-1-1).*

Question #12: Do the eviction protections apply to mobile home owners who pay space rent to a park owner?

Response: *The City interprets the orders to also protect mobile home owners who are unable to pay the full space rent due to reasons related to the COVID-19 emergency; see the responses for Question #2 and Question #3.*

Question #13: Do the eviction protections apply to long-term residents of hotels or motels?

Response: *The City interprets the orders to protect tenants who rent a hotel or motel room for 30 days or more, and who are unable to pay the*

full rent due to reasons related to the COVID-19 emergency; see the responses for Question #2 and Question #3.

(more questions on next page)

QUESTIONS ASKED FREQUENTLY BY LANDLORDS

Question #1: What is the purpose of the City and State Emergency Orders?

Response: *The objective of both orders is to prevent tenants from being evicted for non-payment of rent, when the reason for the non-payment is because of the COVID-19 emergency, in order to keep tenants housed and healthy to reduce the impact on the health care system during the emergency.*

Question #2: Until when are these orders in effect?

Response: *As of the date of publication of this document, the orders are in effect until July 28, 2020; however, there is a possibility that that date may change.*

Question #3: If my tenant doesn't pay me the full rent, does the tenant still owe me the rent money?

Response: *Yes. The tenant still is legally obligated to pay the rent. Pursuant to the two emergency Orders, landlords cannot pursue enforcement of the rent debt by way of an eviction (unlawful detainer) action.*

Question #4: If my tenant doesn't pay me the full rent (or any rent), what action should I take or can I take to collect the rent?

Response: Request that your tenant provide you with a written statement of the reason for which the tenant is not paying the rent. If that explanation ties the non-payment of rent with the coronavirus, then the emergency Orders prevent the landlord from pursuing enforcement of the rent debt by way of an eviction (unlawful detainer) action. Please read the Governor's Order N-37-20, issued on March 27, 2020, for the specific requirements and timelines that must be followed. It is possible that other legal remedies may be available (such as filing in Small Claims court to recover the delinquent rent), but it is not clear if and when such claims will be processed.

(more questions on next page)

Question #5: If my tenant doesn't pay me the full rent for one or more months, and the lease provides for late fees for failure to pay the rent, can I still charge those late fees?

Response: Possibly. The emergency Orders currently in effect do not invalidate any provisions of any contract. The only change is that landlords can no longer pursue enforcement of a tenant's debt by way of an eviction (unlawful detainer) action.

Question #6: If my tenant owes me rent from before the orders were issued, and I already started the unlawful detainer action, can I still proceed with the eviction?

Response: That will be determined by the judge in the unlawful detainer action. The City cannot provide legal advice and recommends that you consult with your attorney.

Question #7: Is it still permissible to evict a tenant for some other reason that has nothing to do with non-payment of rent?

Response: Possibly. However, please note that on March 20 and March 23, 2020, the State Supreme Court issued advice memoranda to all state courts suspending most civil trials and hearings for at least 60 days, and

suspending all jury trials for at least 60 days. It is advisable to consult with your attorney regarding the status of any unlawful detainer action that is already in process, or which you may wish to initiate.

(More questions on next page)

Question #8: If my tenant fails to pay me the rent, can I apply the money from the tenant's security deposit towards the rent, and then give the tenant written notice that they must replace the money in the security deposit?

Response: The use of security deposits is heavily regulated by state laws, not by city ordinances. Neither of the emergency orders addresses the topic of security deposits. We encourage landlords to work with their tenants on equitable arrangements to meet the needs of both parties.

Question #9: If I can't pay the mortgage on my rental property due to the failure of tenants to pay rent, do the City or State Emergency Orders help me so I don't lose my property? What if I can't pay the mortgage on my own house because my tenants don't pay the rent?

Response: The City Order only addresses the ability to evict tenants for non-payment of rent due to Financial Impacts related to COVID-19. The Governor's order advises that on March 25, 2020 the state "Department of Business Oversight secured support from national banks, state banks, and credit unions for temporary delays in mortgage payments and foreclosure sales" due to the economic impacts from COVID-19. We recommend that anyone who cannot pay their full mortgage payment due should communicate directly with your bank or other lender.

Question #10: I am a landlord of rental properties and also a tenant of a commercial property, where I have my business offices. If I can't

pay the office rent for my business because my residential tenants don't pay me the rent for their apartments, can I be evicted from my office?

Response: *As authorized by state order N-28-20, the City-issued Director's order addresses protections for commercial tenants from eviction for non-payment of rent, if the reason for the non-payment is due to the COVID-19 emergency. We recommend that you read both orders carefully, and follow the required procedures set forth in those orders regarding notification to your landlord of the reasons for which you cannot pay the office rent, the supporting documentation you must assemble, and the time limits for providing notice and documentation.*

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