

**INFORMATION ABOUT SANTA ANA’S MORATORIUM ON EVICTIONS AND  
FORECLOSURES DUE TO IMPACTS CAUSED BY THE CORONAVIRUS PANDEMIC AND RELATED  
STATE AND FEDERAL LAW MORATORIA**

On March 17, 2020, following the declarations of emergency by the federal and state governments due to the global Coronavirus (COVID-19) pandemic, the City of Santa Ana proclaimed a local emergency to help further preserve the health and safety of its residents during the pandemic. The City’s declaration authorized the City Manager to establish a moratorium on residential and commercial evictions or foreclosures of tenants unable to pay rent or mortgages due to financial impacts caused by the Coronavirus Disease 2019 (COVID-19). On March 19, 2020, the City Manager issued an Executive Order that officially imposed the moratorium.

On March 27, 2020, California Governor Newsom issued Executive Order N-37-20 relating to residential evictions. On April 7, 2020, the City Manager issued an Executive Order that prohibited residential landlords in the City from increasing rent for all tenants until May 31, 2020. By Executive Orders dated May 28 and June 30, 2020, the City Manager further extended the moratorium on residential and commercial evictions through July 28, 2020. On July 24, 2020, the City Manager issued a new Executive Order further extending the moratorium on residential and commercial evictions through September 30, 2020. The City’s rent increase freeze expired on May 31, 2020.

On August 31, 2020, the COVID-19 Tenant Relief Act of 2020, known as AB 3088 (“state law”), was signed by Governor Newsom. The new state law provides that residential tenants who are unable to pay rent due to financial impacts caused by COVID-19 cannot be evicted for rents that became due between March 1, 2020 to August 31, 2020, if the tenants return a declaration of COVID-19 financial impacts to the landlord. In addition, for any rent due for the time-period September 1, 2020 to January 31, 2021, the tenant must also pay at least 25% of the total rent due prior to January 31, 2021 to avoid eviction. Outstanding rent due but not paid is converted to a civil debt that can be collected in small claims court starting March 1, 2021.

On September 4, 2020, the Centers for Disease Control (“CDC”) and the federal Department of Health and Human Services issued an order<sup>1</sup> for a temporary eviction moratorium for covered residential property from September 4, 2020 to December 31, 2020 (“the federal order”). Tenants are required to submit a declaration of COVID-19 impacts to their landlord. If they do, tenants cannot be evicted through December 31, 2020 for failure to pay rent due to COVID-19 financial impacts.

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<sup>1</sup> It is important to note that the federal order does not apply in any State, local, territorial, or tribal area with a moratorium on residential evictions that provides the same or greater level of public-health protection than the requirements listed in the order. Tenants should seek the advice of an attorney to determine which moratoria is applicable.

Below are some frequently asked questions about the City's moratorium, the new state law (AB 3088), and the federal order regarding the temporary halt on residential evictions.

**After the passage of the new state law, is the City's eviction moratorium still in effect?**

Yes, the City's eviction moratorium remains in effect through September 30, 2020. However, effective October 1, 2020, the City is precluded by state law from extending, amending or enacting a new residential eviction moratorium until February 1, 2021. This means that the City's eviction moratorium will expire on September 30, 2020<sup>2</sup>.

**Who is protected by the City's eviction moratorium?**

Under the City's eviction moratorium, both residential and commercial tenants (or renters) who are unable to pay their rent because of financial impacts related to the COVID-19 crisis are protected by the moratorium through September 30, 2020. This means those renting any kind of residential dwelling or commercial property in the City of Santa Ana.

State law and the federal order only apply to residential properties (including mobile homes).

**How long does the eviction and foreclosure moratorium last?**

The City's eviction moratorium is scheduled to expire on September 30, 2020. The foreclosure moratorium expired on May 31, 2020.

State law provides eviction protections for the period of rent due from March 1, 2020 to January 31, 2021, if the tenant provides the required declaration and pays 25% of the outstanding rent due for the time-period September 1, 2020 to January 31, 2021.

Under the federal order, the covered period for eviction protections is September 4, 2020 to December 31, 2020, if the tenant provides the required declaration to the tenant's landlord.

**What does the City's eviction moratorium generally mean for Santa Ana renters and landlords?**

Under the City's eviction moratorium in place through September 30, 2020, landlords are prohibited from evicting their tenants for nonpayment of rent if the tenant shows that he or she is unable to pay rent due to financial impacts related to COVID-19. Commercial tenants will have 30 days after the due date for rent to notify the landlord in writing of lost income and inability to pay due to COVID-19 impacts. Examples of COVID-19 impacts include, but are not limited to, the following:

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<sup>2</sup> Currently, the City's Executive Order expires on September 30, 2020 unless the Governor extends the authority provided in Executive Order N-28-20 as extended by N-66-20 and N-71-20.

- Being sick with COVID-19, or caring for a household or family member who is sick with COVID-19;
- Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19;
- Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
- Extraordinary out-of-pocket medical expenses resulting from COVID-19;
- Childcare needs arising from school closures related to COVID-19; or
- Partial or complete closure of a tenant's business related to COVID-19 (applicable to commercial tenants).

**What does the state law and federal order generally mean for Santa Ana renters and landlords?**

Under state law, if residential tenants are unable to pay a portion or all of their rent due March 1, 2020 to August 31, 2020, the tenant is required to submit a declaration to the tenant's landlord within 15 days of receipt of an eviction notice.

Under state law, if residential tenants are unable to pay a portion or all of their rent due September 1, 2020 to January 31, 2021, the tenant must submit a declaration to the tenant's landlord and pay at least 25% of the rent due during this time.

The format of the declaration for both time-periods is provided in state law and outlines that the tenant has suffered a loss of income and/or increased expenses as the result of the COVID-19 pandemic. Tenants can go to [housingiskey.com](https://housingiskey.com) to download the declaration form. The required declaration form must be provided by the landlord to the tenant with any eviction notice in the language the lease was negotiated.

Under the federal order, if residential tenants are unable to pay a portion or all of their rent due September 4, 2020 to December 31, 2020, the tenant must submit a declaration (a blank declaration shall be included with any eviction notice) to their landlord to avoid eviction. Generally, the tenant must make less than \$99,000 a year (\$198,000 when filing jointly), have made efforts to pay a portion of the outstanding rent if able, sought any available government assistance, be unable to pay rent due to loss of income or expenses, and will become homeless or have to live in congregate housing if evicted.

**Do tenants have to provide documentation supporting their inability to pay?**

Yes, under the City's eviction moratorium in effect through September 30, 2020, both residential and commercial tenants must provide written documentation to support their claim of inability to pay rent. This documentation can take various forms but ordinarily must be sufficient to demonstrate the financial impacts caused by COVID-19. Some examples include a lay-off or termination notice, claim for unemployment benefits, school district notifications, financial

records, etc. Any medical or financial information is required to be held in confidence and used only for evaluating a tenant's claims.

Under state law, no documentation is required unless the tenant qualifies as a "high income tenant." A "high income tenant" makes more than 130% of the median income for the County and more than \$100,000. Under the federal order, no documentation is required.

**What if my landlord initiates eviction proceedings after I notify the landlord of my inability to pay rent due to COVID-19 impacts?**

The City's eviction moratorium in effect through September 30, 2020, provides tenants facing eviction a legal defense if the proposed eviction is for non-payment of rent and the tenant's inability to pay rent results from circumstances related to the COVID-19 emergency. In other words, tenants or their attorneys can raise the existence of this moratorium as a defense to nonpayment eviction notices or in eviction proceedings (also known as an unlawful detainer action).

Under state law, the court cannot issue a summons for unlawful detainer until October 5, 2020 for rent due March 1, 2020 to August 31, 2020. After October 5, 2020, if the tenant provides the required declaration and makes the 25% payment (applicable for rent due September 1, 2020 to January 31, 2021), the landlord cannot proceed with any unlawful detainer action against the tenant until after February 1, 2021. The landlord can file a small claims case to recover the unpaid rent, regardless of amount, starting March 1, 2021.

Under the federal order, if the tenant provides the required declaration, a landlord shall not evict the tenant between September 4, 2020 and December 31, 2020.

**Does this mean tenants do not have to pay their rent during the moratorium?**

No. None of the moratoria relieves affected tenants of their responsibility to pay rent or for any unpaid rent during the moratorium.

The City's eviction moratorium contained repayment provisions. The newly adopted state law modified those provisions. Now, under the City's eviction moratorium, tenants will have to repay any back rent due starting March 1, 2021 through September 1, 2021. Landlords and tenants may mutually agree to work out a payment schedule or arrangements for repayment of rent.

**Can my landlord still charge me for rent?**

Yes. None of the eviction protection measures relieves tenants of their obligation to pay rent, so rent may be charged accordingly by landlords to their residential and commercial tenants. When tenants are unable to pay rent because of demonstrated financial impacts related to COVID-19, under the City's eviction moratorium, landlords are prevented from evicting them through at

least September 30. Any rent that was charged but not paid must be repaid within six months starting March 1, 2021.

Under state law, if the rent is owed for the period March 1, 2020 to January 31, 2021, and the tenant provides the required declaration within 15 days' of the eviction notice and pays 25% of the rent due (where applicable), the landlord can file a small claims action starting March 1, 2021 to recoup the rent owed.

**What if I own my property? Does the eviction moratorium apply to mortgage foreclosures?**

The City's foreclosure moratorium has expired. There are some protections for foreclosure under state law and tenants should seek the advice of an attorney immediately to determine what protections may apply.

The federal order does not apply to mortgage foreclosures.

**What if I am unable to pay for my water and sewer utilities during the period of the moratorium?**

From March 19, 2020 to May 19, 2020, the City suspended the discontinuation or shut-off of water service for residents and businesses in the City for non-payment of water and sewer bills. Also, the imposition of late payment penalties or fees for delinquent water and/ or sewer bills was suspended during that time. These provisions are no longer in effect.

**What should tenants who are financially impacted by COVID-19 do if they receive an eviction notice?**

Through September 30, 2020,

Pursuant to the City's eviction moratorium, tenants should immediately inform their landlord in writing, which may include email or text communication if the tenant and landlord have previously communicated through email or text, that they cannot pay their rent or cannot pay their rent in full due to a loss of income arising from the COVID-19 pandemic.

For the time-period March 1, 2020 to August 31, 2020

Pursuant to state law, the tenant should return the declaration provided with the notice to the landlord within 15 days of the date the notice was received.

For the time-period September 1, 2020 to January 31, 2021

Pursuant to state law, the tenant should return the declaration provided with the notice to the landlord within 15 days of the date the notice was received AND pay at least 25% of the total rent due on or before January 31, 2021. Pursuant to the federal order, for the time-period September 4, 2020 to December 31, 2020, the tenant should return the required declaration to the landlord as soon as possible.

Any tenant that receives an eviction notice should immediately seek legal advice. The FAQs above are general in nature and not intended to serve as legal advice. The applicable laws and orders will be interpreted based on the individual facts, which will vary. Some tenants may be eligible for free legal representation from pro bono groups such as Community Legal Aid SoCal or the Public Law Center, both located in Orange County. Interested tenants should contact these groups directly.

### **Can my landlord raise my rent during the COVID-19 crisis?**

Landlords were prohibited from raising rent through May 31, 2020. On April 7, 2020, the City Manager issued an Executive Order that prohibits residential landlords in the City from increasing rent for their tenants while Executive Order N-28-20 adopted by the Governor remains in effect. The pertinent provision of that order remained in effect through May 31.

**DISCLAIMER: This document is not intended as legal advice. This document is for general informational and educational purposes only. Additional facts or future developments may affect subjects contained herein. Any tenant that receives an eviction notice should immediately seek legal advice. The applicable laws and orders will be interpreted based on the individual facts, which will vary. Some tenants may be eligible for free legal representation from pro bono groups such as Community Legal Aid SoCal or the Public Law Center, both located in Orange County. Interested tenants should contact these groups directly. The City of Santa Ana is not responsible for any action taken by a reader based upon any information contained in this document.**