

**15-DAY NOTICE TO PAY RENT (WITHOUT RENT-RELATED FEES)
NOTICE OF COVID-19 TENANT RELIEF ACT OF 2020**

For Defaults on Amounts Due from March 1st, 2020 through August 31st, 2020

NOTE: This form is used by a property manager or landlord when a tenant defaults on amounts due under a rental or lease agreement during the period of March 1st, 2020 through August 31st, 2020, to notify the tenant of the amount of the delinquent rents and related fees payable within 15 days, and inform the tenant of the protections provided to them under the COVID-19 Tenant Relief Act of 2020.

DATE: _____, 20____, at _____, California.

To Tenant: _____

Items left blank or unchecked are not applicable.

FACTS:

1. You are a Tenant under a rental or lease agreement
 - 1.1 dated _____, at _____, California,
 - 1.2 entered into by _____, as the Tenant,
 - 1.3 and _____, as the Landlord,
 - 1.4 regarding real estate referred to as _____

NOTICE:

2. You are in breach of the payment of amounts due under the rental or lease agreement.
3. Within fifteen (15) days after service of this notice you are required to either:
 - 3.1 Pay rent and other amounts now due and unpaid in the **Total Amount** of\$_____ representing rent for the periods of
_____, 20____ to _____, 20____ Amount \$ _____
_____, 20____ to _____, 20____ Amount \$ _____
_____, 20____ to _____, 20____ Amount \$ _____

and amounts due for

- common area maintenance (CAM) of \$ _____
- association assessments of \$ _____
- property taxes of \$ _____

The **Total Amount** due may be paid in one of the following manners:

- a. By personal delivery to _____ (Name)
_____ (Address)
_____ (Phone)
Payment of the Total Amount due will be accepted at the above address during the hours of _____ to _____ on the following days: _____.
- b. By deposit into account number _____
at _____ (Financial Institution)
_____ (Address)
- c. By the electronic funds transfer previously established between Landlord and Tenant.
- d. _____

OR

- 3.2 Sign and deliver the attached Tenant Declaration of COVID-19-Related Financial Distress (and proof of income if checked below) within 15 days to Landlord or _____ to avoid eviction. [See **RPI** Form 575-4 (COVID-19)]

4. NOTICE FROM THE STATE OF CALIFORNIA:

If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, but you will still owe this money to your landlord. If you do not sign and deliver the declaration within this time period, you may lose the eviction protections available to you. You must return this form to be protected. You should keep a copy or picture of the signed form for your records.

You will still owe this money to your landlord and can be sued for the money, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org.

- 5. Proof of income on file with your landlord indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020. As a result, if you claim that you are unable to pay the amount demanded by this notice because you have suffered COVID-19-related financial distress, you are required to submit to your landlord documentation supporting your claim together with the completed declaration of COVID-19-related financial distress provided with this notice.

If you fail to submit this documentation together with your declaration of COVID-19-related financial distress, and you do not either pay the amount demanded in this notice or deliver possession of the premises back to your landlord as required by this notice, you will not be covered by the eviction protections enacted by the California Legislature as a result of the COVID-19 pandemic, and your landlord can begin eviction proceedings against you as soon as this 15-day notice expires.

- 6. If you fail to pay the Total Amount due or return the Tenant Declaration of COVID-19-Related Financial Distress (and proof of income if checked above) within fifteen (15) days, legal proceedings will be initiated against you to regain possession of the premises and to recover the amounts owed, treble damages, costs and attorney fees. [See **RPI** Form 575-4 (COVID-19)]
- 7. The Landlord hereby elects to declare a forfeiture of your Right to Possession if you fail to pay the Total Amount demanded above or fail to return the Tenant Declaration of COVID-19-Related Financial Distress (and proof of income if checked above).
 - 7.1 Landlord reserves the right to pursue collection of any future loss of rent allowed by Civil Code §1951.2.
- 8. State law permits former Tenants to reclaim abandoned personal property left at the former address of the Tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former Landlord after being notified that property belonging to you was left behind after you moved out.

Date: _____, 20_____
 Landlord/Agent: _____ DRE# _____
 Signature: _____
 Address: _____
 Phone: _____ Cell: _____

NOTICE FROM THE STATE OF CALIFORNIA:

The California Legislature has enacted the COVID-19 Tenant Relief Act of 2020 which protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and January 31, 2021.

“COVID-19-related financial distress” means any of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to the health impact of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit your ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and January 31, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before January 31, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and January 31, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file which indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation which shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning February 1, 2021, if you owe rental payments due between September 1, 2020, and January 31, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

For information about legal resources that may be available to you, visit lawhelpca.org.

For information, resources, and support visit www.LandlordTenant.dre.ca.gov.

TENANT DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS

Code of Civil Procedure Section 1179.02(d)

NOTE: This form is used by a tenant under a rental or lease agreement when they have defaulted in rental payments during the period of March 1st, 2020 through January 31st, 2021, to notify the landlord the default was the result of COVID-19-related financial distress and obtain eviction protection under the COVID-19 Tenant Relief Act of 2020.

DATE: _____, 20 _____, at _____, California.

To Landlord: _____

Items left blank or unchecked are not applicable.

FACTS:

1. I am a Tenant under a rental or lease agreement
 - 1.1 dated _____, at _____, California,
 - 1.2 entered into by _____, as the Tenant,
 - 1.3 and _____, as the Landlord,
 - 1.4 regarding real estate referred to as _____.
2. I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:
 - 2.1 Loss of income caused by the COVID-19 pandemic.
 - 2.2 Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
 - 2.3 Increased expenses directly related to health impacts of the COVID-19 pandemic.
 - 2.4 Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
 - 2.5 Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
 - 2.6 Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

For information about legal resources that may be available to you, visit <https://lawhelpca.org/>.

For information, resources, and support visit www.LandlordTenant.dre.ca.gov.

Signed under penalty of perjury under the laws of the State of California.

Date: _____, 20_____

Signature: _____

Signature: _____