



**CITY OF FAIRFIELD**  
**EVICTON PREVENTION RESOURCES AND INFORMATION**

We know that the COVID-19 pandemic has made it hard for many renters to pay their rent because they have lost their jobs, had their work hours reduced, or have had to stay home to care for family members.

Over the past year, the Governor and Legislature have worked together to pass several laws for tenants experiencing COVID-19-related financial distress. Due to the ongoing pandemic and the substantial effect it continues to have on the economy, the Legislature passed, and the Governor signed laws which extend and expand critical protections. Regarding evictions, these laws extend the protections from “no cause” evictions and makes financial assistance available to financially distressed qualifying landlords and tenants.

Despite these protections, tenants still have an obligation to pay their unpaid rent. As such, the tenant will still owe back rent to their landlord. The laws only prevent the landlord from evicting a tenant who is unable to pay rent due to COVID-19 financial distress. Beginning November 1, 2021, landlords can take tenants to small claims court to recover unpaid rent debt regardless of how much the tenant owes.

Here is what you need to know:

**If you were unable to pay all or some of your rent between March 1, 2020, and August 31, 2020**

- If your landlord gives you a notice to "pay or quit," they must provide a notification which explains your rights and obligations. (A notice to "pay or quit" is a notice from your landlord that gives you a certain amount of time to pay the outstanding rent you owe or vacate your home.)
- You cannot be evicted IF you return a declaration of COVID-19 related financial distress, signed under penalty of perjury, and returned within 15 business days of receiving a notice to "pay or quit."

Your landlord must provide this to you to complete and sign, and it must be in the language of your rental agreement if you entered into your rental agreement on or after September 1, 2020.

***It is very important that you provide the signed declaration within 15 business days or an eviction proceeding may be filed against you.***

- If your household income is more than 130% of the median household income in your county and more than \$100,000, your landlord may demand proof of your COVID-19 related hardship be provided to support your declaration. There are several things you can use to satisfy this requirement, such as a tax return, pay stubs, and a statement from your employer, among other things.
- If you are unable to provide the declaration to your landlord within 15 business days, you may still submit the declaration to the court for similar protections if you have a "good reason" for not providing it.

"Good reasons" include mistakes, inadvertence, surprise, or excusable neglect as interpreted in the California Code of Civil Procedure.

**If you were unable to pay all or some of your rent between September 1, 2020 and September 30, 2021**

- All of the same rights and obligations above apply.
- In addition, by September 30, 2021, you must pay at least 25% of the rent due during the period of September 1, 2020 through September 30, 2021.

You may do this by paying at least 25% each month, or by paying a lump sum equaling 25% of your rent during the time period, or by some other means.

***The key thing to remember is that - by September 30, 2021 - you must pay 25% of the rent due between September 1, 2020 through September 30, 2021.***

**Other Things You Need to Know**

- Until October 1, 2021, a landlord can only evict a tenant if they provide a legally valid reason.
  - It is illegal for a landlord to give a tenant a 30- or 60-day eviction notice without a stated reason. This is commonly known as a "no-cause" eviction.
  - The stated reason must match one of the valid reasons allowed by the law, a "just cause" eviction.
- Existing local government eviction ordinances may remain in place until they expire, but they may not defer rent obligations beyond May 31, 2023.
- Landlords who do such things as lock tenants out, remove personal property or shut of utility services to evict a tenant, rather than going through the required court process, could face fines of between \$1,000 and \$2,500. These penalties are in effect until October 1, 2021.
- If you believe you have been unlawfully evicted or if you need legal advice, you should consult with an attorney. If you need low- or no-cost legal help, contact Legal Services of Northern California at 707-643-5400.

## City of Fairfield

### COVID-19 Rental Relief and Eviction Prevention Resource Guide

#### Shelter Inc. Eviction Prevention Rental Assistance



Assist low-income City of Fairfield residents who are experiencing a financial hardship due to the COVID-19 Pandemic and need rental assist or utility assistance.

For more information visit: [www.shelterinc.org/renthelp](http://www.shelterinc.org/renthelp)

#### Legal Services of Northern California



Offers free services to counsel tenants on their legal rights, advocate for tenants in resolving rental dispute before evictions, assist tenants in representing themselves in eviction proceedings, negotiate settlements in eviction proceedings, and provide limited representation in eviction proceedings.

Fairfield residents may call 707-643-0054 for assistance

#### Project Sentinel-Tenant/landlord counseling



Offer free housing counseling, conciliation, and mediation to anyone involved in a housing dispute. As a neutral agency, Project Sentinel provides legal information and administers a panel of professional mediators who assist parties with issues around termination, security deposits, habitability, maintenance/repairs, and beyond.

Fairfield residents can call 707-410-4003 or send an email to [fairfield@housing.org](mailto:fairfield@housing.org) for assistance.

#### Housing is Key



The Rent Relief Program pays eligible tenants and landlords 100% of a tenant's past-due rent and utilities going as far back as April 1, 2020. The program is free and does not currently have a deadline, but because funding may be limited, renters are encouraged to apply as soon as possible if they know they may struggle to cover past or prospective rent and utilities.

For more information visit: <https://housing.ca.gov/>

## **Frequently Asked Questions (FAQ) - Eviction Moratorium**

### **1. Why did the County enact a temporary ban on evictions?**

The County is already experiencing a homelessness and home affordability crisis. The COVID-19 pandemic and related government orders and guidance are likely to cause significant disruption to local businesses and the local economy, further adding to the financial strain County residents and businesses face due to job loss, medical expenses, and related loss of income. The County Board of Supervisors enacted this temporary ban to prevent further homelessness and protect the health, safety, and welfare of its residents.

### **2. When is the ban on evictions effective?**

The ban on COVID-19 related evictions is effective from March 16, 2020 and will extend for an additional 90 days once the State of Emergency has been lifted. It applies to notices of termination and eviction lawsuits served or filed after March 15, 2020. The ban does not apply if the tenant moved out before March 16, 2020, or a landlord filed a lawsuit or obtained a court judgment before that date.

### **3. Which tenants are covered by the eviction ban?**

The eviction protection applies to both residential and commercial tenants.

### **4. Does this regulation stop all evictions?**

No. This regulation only applies to evictions related to non-payment of rent due to COVID-19. This regulation does not prevent a property owner from evicting tenants for health or safety reasons or for a cause that does not concern nonpayment of rent.

### **5. When and how do I notify my landlord that I cannot pay rent due to loss of income or medical expenses related to COVID-19?**

Tenants who cannot pay some or all of the rent that became due after March 15, 2020, for reasons related to the COVID-19 pandemic should notify their landlord immediately.

### **6. What types of loss of income or extra medical expenses will qualify me for protection?**

This will depend on your specific situation. Generally, job loss, a reduction in work hours, closure of your place of business, a decrease in business income, the need to miss work to care for a school-aged child or a family member who is infected with COVID-19 resulting in a loss of income are some examples of loss of income when it is due to the COVID-19 pandemic or orders from the local, State, or federal government. An "out-of-pocket medical expense" would be a medical expense for yourself or an immediate family member.

### **7. Do I have to pay past-due rent, and how long do I have?**

Tenants are not excused from paying past-due rent. Tenants should pay their rent on time if they are able to do so and should let their landlord/property manager know immediately if they are having trouble. But if tenants show that because of the COVID-19 pandemic they lost their jobs, their income has been reduced, or they have increased medical expenses, they are

protected from eviction and have a grace period of up to 90 days after the State of Emergency has been lifted to repay rent that became due after March 16, 2020.

**8. Can my landlord collect late fees if I didn't pay my rent on time during the COVID-19 pandemic?**

A property owner may not charge or collect late fees for unpaid rent from a tenant who shows a loss of income or out-of-pocket medical expenses directly related to COVID-19. This ban remains in effect until 90 days after the State of Emergency has been lifted.

**9. May landlords evict a tenant for reasons other than nonpayment of rent?**

Under the County's Regulation, landlords may evict tenants for other reasons not related to COVID-19. However, see # 11 below since some cities have prohibited no-fault evictions.

**10. What if the tenant did not pay rent that was due on March 15, 2020, or earlier?**

Landlords may still pursue evictions based on issues that occurred on or before March 16, 2020. If the landlord and the tenant cannot come to an agreement regarding rent due March 15 or earlier, it will be up to the court to decide whether to authorize an eviction based on the facts presented and its interpretation of the law.

**11. I live in a city. Does the eviction ban apply to me?**

Yes, the ban applies county-wide to properties located in incorporated cities and in unincorporated areas within the geographic boundaries of the County. However, if a city has enacted its own eviction ban that is more strict than the County's, the city's own regulation will apply within the city instead of the County's ordinance. If, for example, the city's regulation does not ban evictions for commercial properties or does not include a grace period to pay back rent, then the County's ordinance applies to those subjects.

**12. What resources are there for tenants and landlords suffering negative impacts from COVID-19?**

Legal assistance may be available to tenants from Legal Services of Northern California at: <https://lsnc.net/office/vallejo>

See also: <https://www.youtube.com/watch?v=IQSv6DokNeA&feature=youtu.be>

Other resources are available at: [https://www.edd.ca.gov/about\\_edd/coronavirus-2019/faqs.htm](https://www.edd.ca.gov/about_edd/coronavirus-2019/faqs.htm)

## **BE AWARE OF HOUSING DISCRIMINATION**

Fair Housing laws protect your right to live in the place of your choice. Federal and state laws require housing providers to treat applicants and tenants equally. These laws prohibit housing discrimination based on the following protected categories:

### **Federal Law prohibits discrimination based on:**

Race, color, national origin, religion, sex/gender, familial status, Disability

### **California state law adds additional protections based on:**

Age, Ancestry, Citizenship, Sexual Orientation, Immigration Status, Primary Language, Marital Status, Source of Income (including having a housing subsidy), Genetic Information, and other arbitrary reasons<sup>2</sup>. In addition, the Ralph Act includes Political Affiliation

Fair Housing laws make it illegal to do any of the following based on the protected classes listed above:

- Refuse to rent, lease or sell most types of housing.
- Represent that housing is not available when it is.
- Set inferior terms, conditions or privileges for housing or for use of housing facilities.
- Provide different levels or quality of housing services.
- Refuse to make necessary reasonable accommodations (policy changes) to allow a person with a disability to live in a unit.
- Refuse to permit a person with a disability to make, at his/her own expense (if it is not a government funded property), reasonable modifications or structural changes to a unit.
- Refuse to rent to families because they have children, unless the property meets the criteria for bona fide senior housing.
- Quote higher rent or security deposit to some tenants based on membership in protected classes.
- Enforce rules or make necessary repairs for some tenants only.
- Evict or harass someone for filing a fair housing complaint.
- Have overly restrictive occupancy standards.
- Have unreasonably restrictive rules regarding play areas or access to common areas.
- Steer applicants/tenants to other complexes or certain parts of a complex.
- Advertise in a discriminatory manner, indicating a preference or limitation.
- Harass tenants, creating a hostile housing environment (e.g. sexual harassment).
- Refuse to rent to a survivor of domestic violence for contacting the police for assistance.
- Requiring a Social Security number and refusing to accept an alternate form of identification, such as an ITIN.

## TENANT'S RESPONSIBILITY

What housing providers want more than anything else is to have a responsible tenant. What they expect is that you fulfill your responsibilities and maintain a good relationship with the provider and the neighbors. When you rent a unit, you must do the following:

- Pay your rent and any utilities agreed upon promptly each month. (Pay your rent first before any other bills.)
- Keep the rental unit and the common areas clean and sanitary, disposing of garbage properly.
- Properly operate plumbing, electrical and heating systems and any appliances in the unit.
- Maintain the unit in good shape without intentionally or carelessly destroying or damaging the premises.
- Maintain the unit and facilities as you found them without removing or changing the structure or the
- equipment, unless the changes were necessary due to a disability and your request for a reasonable modification was granted.
- Notify the landlord immediately of any serious repairs needed.
- Respect your neighbors and don't interfere with the use and enjoyment of their property.
- Fulfill any obligations stated in the rental agreement.
- Comply with any requirements of city, county or state regulations.
- When moving out, restore the dwelling to the same condition as when you moved in, except for normal wear and tear.

### **It Is Important That:**

- You know how to operate the electrical, heating and plumbing systems or any appliances in your new home. If you need help in maintaining your unit, ask the provider to assist you. In addition, ask for operation manuals if they are not provided to you.
- You let the provider know if you cannot pay your rent on time and that you pay the late fees accordingly.
- You inform your provider if you are having problems with a neighbor that you cannot solve yourself.



## Tenant's Rights

Under California law, tenants have basic rights that the providers need to respect. Be aware of the responsibilities that the provider has to you and your family. For example, the provider must:

- Make necessary repairs and keep the unit fit to live in.
- Give proper notice before entering your unit.
- Exercise proper control over other disruptive tenants.
- Return your security deposit if you leave the unit in order.
- Fulfill any obligations stated in the rental agreement.

**Note:** If your landlord refuses to stop another tenant's discriminatory behavior towards you, call Fair Housing Advocates at (415) 457-5025.

### TENANTS' RIGHT TO PRIVACY

Tenants have a basic right to privacy. The provider cannot enter the unit without your knowledge, except in case of emergency or abandonment. If the provider needs to visit the unit for repairs or maintenance, he/she must provide reasonable advance notice in writing before entering the unit (24 hours in most situations).

### RENT INCREASES

**For Leases:** Tenants with a written lease cannot have their rent increased until the end of the lease, unless otherwise stated in the lease, or unless both parties agree to the increase in writing.

**For Month-to-Month Agreements:** Starting January 1st, 2020, property owners across the state of California cannot increase rent by more than 5% a year plus the local rate of inflation (to a maximum of 10%, even if inflation is high).<sup>7</sup> Exempt from the bill are single-family homes not owned by a corporation, homes built less than 15 years ago, and duplexes where one of the units is occupied by the landlord. The law is retroactive to March 2019.

**Note:** It is illegal for a housing provider to increase the rent or reduce services in retaliation against tenants for complaining about conditions on the premises or for asserting their fair housing rights. Rent increases for only certain tenants (such as tenants with children) may also be illegal.

## RESOLVING PROBLEMS

**If you are having conflicts with your provider, or if he/she seriously ignores your rights, (i.e., if repairs are not made or your privacy is not respected), you may:**

- Talk to the provider and try to solve the problem before taking any action. Document the problem, your conversation and any action taken.
- Write a letter to the housing provider stating the problem or the violation and asking him or her to resolve the situation. Keep a copy of this letter.

**If the Problem Is Not Solved After Your Communication with the Provider, You May:**

- Contact a mediator or lawyer, or an agency that provides legal advice. They will inform you of your rights and advise you on the procedure to follow.
- Attempt to recover damages through Small Claims Court.
- Obtain information about California Tenant Law through the California Department of Consumer Affairs or your local law library.
- Contact Fair Housing Advocates of Northern California at (415) 457-5025 if you suspect discrimination.

## RESOURCES FOR CITY OF FAIRFIELD AND SOLANO COUNTY

### EMERGENCY NEEDS

Benicia Community Action Council	<a href="http://www.bencac.com">www.bencac.com</a>	(707) 745-0900	Housing counseling, food and rental assistance
Catholic Charities YoloSolano	<a href="https://www.ccyoso.org/">https://www.ccyoso.org/</a>	(707) 644-8909	Rental assistance, counseling, and immigration services
Department of Health and Social Services	<a href="https://www.solanocounty.com/depts/hss/default.asp">https://www.solanocounty.com/depts/hss/default.asp</a>	(707) 784-8529	Public assistance programs
Dixon Family Services	<a href="http://www.dixonfs.org">www.dixonfs.org</a>	(707) 678-0442	Shelter referrals, emergency food, counseling and senior services.
Food Bank of Contra Costa and Solano	<a href="http://www.foodbankccs.org">www.foodbankccs.org</a>	(707) 421-9777	Emergency food services
Meals on Wheels	<a href="http://www.mealsonwheelssolano.org">www.mealsonwheelssolano.org</a>	(707) 425-0638	Meals for homebound individuals
North Bay Suicide Prevention Program		(855) 587-6373	Suicide prevention services
Salvation Army	<a href="http://Solano.salvationarmy.org">Solano.salvationarmy.org</a>	855-587-6373	Food services, senior and rehabilitation assistance

### OTHER HOUSING RESOURCES

A-Place-to-Live	<a href="http://ap2l.org">http://ap2l.org</a>	(707) 553-7368	Housing placement services
Fair Housing Advocates of Northern California	Fairhousingnorcal.org	(415) 457-5025	Fair housing counseling & investigation, assistance with reasonable accommodation requests
Fairfield Housing Authority	<a href="https://www.fairfield.ca.gov/gov/depts/cd/authority.asp">https://www.fairfield.ca.gov/gov/depts/cd/authority.asp</a>	(707) 428-7392	Subsidized housing programs
SafeQuest	<a href="https://www.safequestsolano.org/">https://www.safequestsolano.org/</a>	(707) 422-7345	Crisis 24/7 hotline: (866) 487-7233 Services for those affected by domestic violence
Shelter Solano	<a href="https://shelterinc.org/what-we-do/shelter-solano/">https://shelterinc.org/what-we-do/shelter-solano/</a>	(707) 652-7311	Emergency Shelter