



MORATORIUMS ON TENANT EVICTIONS

(Federal - California – San Diego County)

SUMMARY OF ORDERS/ORDINANCES

(As of 4/13/20)

The following provides a summary of the various orders and ordinances that set forth moratoriums on tenant evictions for San Diego County to assist with compliance. The federal and state orders are included. If there is no local city ordinance, the State order will apply to provide protections against residential tenant evictions in all cities located within California. Also, it is important to note that the State and Federal protections apply to all cities in California, but local governments can place greater restrictions on tenant evictions if desired to protect the public health and welfare of their communities. Landlords and their agents must comply with all applicable orders. Please check with legal counsel if there are any conflicts.

In addition to the actions noted below on eviction moratoriums, it is also noted that **Emergency Rule #1 of the California Rules of Court was adopted by the Judicial Council on April 6, 2019 which states “a court may not issue a summons on a complaint for unlawful detainer unless the court finds, in its discretion and on the record, that the action is necessary to protect public health and safety”**. In effect, no unlawful detainers for tenant eviction purposes may be processed through the courts at this time. This emergency rule will 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after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

Moratorium Order	United States	State of California	County of San Diego	City of San Diego	City of San Marcos	City of Chula Vista	City of Oceanside	City of Imperial Beach	City of Santee	City of Encinitas	City of Carlsbad
Approval/Effective Date	3/27/20	3/27/20	3/27/20	3/25/20	3/24/20	3/17/20	3/26/20	3/17/20	3/25/20	4/1/20	4/7/20
Expiration Date	7/25/20	5/31/20	5/31/20	5/31/20	5/31/20	For duration of declared, local emergency	5/31/20	Remains in effect until either the declared local emergency is ended, or state law becomes effective that preempts the resolution, or May 31, 2020, whichever occurs first	Remains in effect during the period of the local emergency declaration (declared 3/18/20)	Remains in effect until the emergency is terminated, or Governor Executive Order is withdrawn, whichever occurs first	Remains in effect until the emergency is terminated, or Governor Executive Order is withdrawn, whichever occurs first
Applies to residential tenants	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No (Residential tenants under State Order)
Applies to commercial tenants	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
Applies to tenants whose income and ability to pay rent have been affected by the COVID-19 pandemic	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Does the order apply to every residential tenant unit regardless of type of unit they live in (ie, rent a room, garage, mobilehome or illegal unit) or how long they have lived there?	Applies to tenants of housing developments with “federally-backed” mortgages or multifamily mortgage loan or rental housing that is covered under	Yes	Yes	Yes	Yes	Yes Specifically includes mobile homes as a protected residential type	Yes	Yes	Yes	Yes	Same as State Order for residential

	Section 41411 of the Violence Against Women Act (VAWA) of 1994 or rental housing under the rural housing voucher program (Section 542 of the Housing Act of 1949)										
Required Written Notice to landlord of inability to pay all or some of the monthly rent	<p>Not specific language, but it is assumed to be “yes” you should notify your landlord or agent; landlords encouraged to work with the tenants</p> <p>Note: CARES Act included \$17.4 billion in funding including monies for rent assistance, housing vouchers, public housing and housing for the elderly.</p>	Yes Before the rent is due or within no later than 7 days from date rent is due. Letters, texts, & email are all acceptable.	Yes On or before the date that the rent is due. Notice must be given in writing and delivered pursuant to the terms of the lease. Must be delivered personally by mail or email to the landlord/agent.	Yes On or before the date that the rent is due. Letters, Texts and Email are all acceptable.	Yes Within 30 days of your rent being due. Letters, texts & email are all acceptable.	Yes Landlords must be notified within 30 days after rent is due. Letters, texts & email are all acceptable.	Yes Landlords must be notified prior to the rent due date. Letters, texts & email are all acceptable.	Yes Landlord must be notified within 30 days after rent is due. Letters, texts & emails are all acceptable	Yes Landlord must be notified within 30 days after rent is due.	Yes Landlord must be notified on or before the date that rent is due, except that rents due from March 27, 2020 up to and including April 1, 2020, the tenant shall notify the landlord not later than April 7, 2020	Yes Landlord must be notified in writing (including email) before rent is due but not to exceed 10 business days after rent is due. Tenant is required to pay amount able to pay.
Documentation must be submitted to confirm inability to pay rent	Not specific language, but it is assumed to be “yes”, documentation will be required	Yes No later than the time upon payment of back-due rent	Yes Within 7 days of the written notice to landlord/agent	Yes Within 7 days of the written notice to landlord/agent	Yes Within 30 days of your rent being due	Yes Documents must be submitted within 30 days after rent is due	Yes Documents must be submitted within 7 days of the date the notice is provided to the landlord, and paid the amount of rent the tenant is able to pay	Yes Document must be submitted within 30 days after rent is due	Yes Documents must be submitted within 30 days after rent is due	Yes Documents must be submitted within 2 weeks of providing such notice	Yes Documents must be submitted within 10 days of giving notice that rent can't be paid.
Tenants must repay unpaid rent amounts	Yes No relief from payment of rent. No specifics provided on timeline; however it is assumed that it must be paid in full by the end of the eviction deferment period of 120 days.	Yes	Yes Unpaid rent must be repaid within 3 months of June 1, 2020. If still unable to pay by 9/1/20 due to COVID-19, the tenant may provide one additional notice & documentation and extend the payment date by	Yes Unpaid rent to be paid within 6 months of the Mayor's proclamation of a local emergency (3/12/20)	Yes Rent deferred until after 5/31/20, but no specific time frame for repayment of rent. An assumption could be made that the rent is due in full by June 1, 2020.	Yes Unpaid rent must be repaid within 6 months of the emergency's expiration	Yes Ordinance does not specify the amount of time for repayment of rent. It is assumed that rent must be paid by June 1, 2020 (after the expiration date of 5/31/20) If the tenant elects to move while Ordinance	Yes Ordinance does not specify the amount of time for repayment of rent. It is assumed that tenants have until the earliest of the dates noted above to pay landlords all unpaid rent	Yes Unpaid rent must be repaid within 6 months of the expiration of the local emergency	Yes Unpaid rent must be repaid within 6 months from the end of the expiration of the ordinance or with withdrawal of Governor's Executive Order	Yes Unpaid rent must be repaid within 3 months of the expiration of the local emergency, unless alternative payment arrangements are made with the landlord

			one additional month				is in effect, all owed rent is due upon move out unless the lease dictates otherwise				
Are no-fault evictions protected? <i>Note that under Emergency Order #1 approved by the Judicial Council (4/6/20), California courts will not be processing unlawful detainers for any evictions; in effect all evictions are on hold in California, unless the courts find it is necessary to protect public health and safety.</i>	Not specifically addressed yet.	No	No	No	No	Maybe If notice was served or filed on or after March 4, 2020 (date emergency declared by State) and the no-fault eviction is not necessary for the health and safety of tenants, neighbors or the landlord	No	No Applies only to evictions and unlawful detainers for residential tenants served on or filed after the date on which a local emergency was proclaimed (3/12/20)	Yes No fault evictions are protected as well unless necessary for the health and safety of tenants, neighbors or the landlord. Ordinance also applies to unlawful detainers served on or after the date of the local emergency declaration (3/18/20)	Yes	No
No late or collection fees	Yes	Not addressed; may be able to collect late fees if indicated in the lease	Yes	Yes	No Late payment fee must still be paid	Yes	Yes Does allow landlord to charge late fees only, if provided for by written rental agreement for rental payments covered under the ordinance	Maybe Not specifically stated; it is possible that charging late fees may apply if provided for in the written rental agreement	Yes	Yes	No
Does the order or ordinance apply to any eviction actions prior to the approval/ effective date?	No	No Order specifically states that eligible tenants must have paid rent prior to 3/27/20	No	Yes No eviction actions for untimely payment of rent that was due on or after 3/12/20	No	No	No	Yes Applies only to evictions and unlawful detainers for residential tenants served on or filed after the date on which a local emergency was proclaimed (3/12/20)	No	Yes No eviction actions for untimely payment of rent that was due on or after 3/27/20	Yes Applies to all commercial tenants that were current on their rent as of 3/4/20
Other requirements or conditions	No evictions for 120 days; after that tenants must be given 30 days to leave the property	N/A	Unincorporated areas only	N/A	N/A	N/A	Tenant to pay portion of rent that the tenant is able to pay.	Does not apply if preempted by state or federal law, if it violates state or federal law, or if it contradicts with a lawful order which		If tenant moves out prior to expiration of the ordinance, all rents may be collected from the tenant.	Tenant to pay portion of rent that the tenant is able to pay. Any State or Federal law, order or regulation

								was obtained prior to 3/12/20			providing commercial tenants with eviction relief will control over this resolution and implementing regulations. If tenant moves out before expiration of resolution, all rent must be paid in full.
--	--	--	--	--	--	--	--	-------------------------------	--	--	---