



SAN JOSE POLICE DEPARTMENT

TRAINING BULLETIN

TO: ALL DEPARTMENT PERSONNEL **FROM:** David Tindall
Acting Chief of Police

SUBJECT: EVICTION MORATORIUM **DATE:** March 2, 2021

BULLETIN #2021-007

Since the onset of the pandemic, moratoriums on evictions were passed by federal, state, county, and city governments. There may be confusion on eviction moratoriums with this many governmental agencies passing similar and overlapping laws. Department members may encounter situations where evictions are in question and may be looked upon for guidance. Department members are reminded that evictions are civil matters. Duty Manual section L 1313 RESPONSE TO CIVIL DISPUTES outlines procedures for responding to these events. The purpose of this Training Bulletin is to inform Department members about the current status of eviction moratoriums.

Federal Government:

The Center for Disease Control (CDC) issued an order under Section 361 of the Public Health Services Act to temporarily halt residential evictions to prevent the further spread of COVID-19. This order is effective till March 31, 2021.

Under this order, a landlord, owner of a residential property, or other person with a legal right to pursue evictions, shall not evict any covered person from any residential property in any jurisdiction to which this order applies. This order does not apply in any state or local moratorium on residential evictions that provides the same or greater level of public health protection than the requirements in this order. The State of California provides greater protection than the CDC order.

The order does not relieve any individual of any obligation to pay rent, mortgage, or comply with any other tenancy, lease, or contractual obligation. The order does not prevent the charging or collecting of fees, penalties, or interest as a result of failing to pay on a timely manner under the terms of any applicable contract.

To invoke the CDC's order, tenants, lessees, or residents of residential properties must provide an executed copy of a Declaration (See Attachment) to their landlord, owner of the residential property, or other person who has the right to evict or remove the tenant.

State of California:

On January 29, 2021, the governor signed [Senate Bill 91](#), which extended the state's [COVID-19 Tenant Relief Act of 2020](#) expiration to June 30, 2021. The COVID-19 Tenant Relief Act of 2020 requires any 3-day notice served to a tenant that demands payment of COVID-19 rental debt during the covered time period (March 1, 2020 to June 30, 2021) include the following:

- An unsigned copy of a declaration of COVID-19 Related Financial Distress (see Attachment)
- An advisement that the tenant will not be evicted for failure to comply with the 3-day notice if the tenant delivers a signed declaration of COVID-19 Related Financial Distress to the landlord

The tenant is still responsible for any unpaid rent due.

COVID rental debt is defined as unpaid rent or any other unpaid financial obligation of a tenant under the tenancy that came due during the moratorium time period.

COVID-19 related financial distress is defined by 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 a tenant's 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 a tenant's income or increased a tenant's expenses. (Code of Civil Procedure Section 1179.02(b).)

County of Santa Clara:

The Santa Clara County's eviction moratorium is expired and was replaced by the statewide eviction moratorium described above.

The County's eviction moratorium also applies to small businesses in the City of San Jose that are impacted by the COVID 19 Pandemic until March 31, 2021, unless extended by the County.

City of San José:

The City of San Jose's eviction moratorium is expired and was replaced by the statewide eviction moratorium described above.

As discussed above, the CDC order and the State Tenant Relief Act are in effect. However, the State's moratorium applies to residential tenants since it is more protective than the CDC order.

In the event of an eviction dispute, the following information should be provided to the involved parties:

California Housing is Key Tenant and Landlord Resources Website:

<https://landlordtenant.dre.ca.gov/>

California Housing is Key COVID-19 Assistance Line:

1-833-422-4255



David Tindall
Acting Chief of Police

DT:SD:MB

Attachments:

Example CDC Declaration

State Declaration of COVID-19 Related Financial Distress

Example CDC Declaration:

I certify under penalty of perjury, pursuant to [28 U.S.C. 1746](#), that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant Date

State Declaration of COVID-19 Related Financial Distress

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:

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 health impacts 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 my 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 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.

Signed under penalty of perjury:
Dated:

[Tenant Relief Act, Code of Civil Procedure Section 1179.02(d).]