

# Do you qualify for CA COVID-19 Rent Relief?



Are you behind on rent or utilities?



Have you experienced a financial hardship due to COVID-19?



Is your income less than 80% of the Area Median Income?

Check eligibility and apply at [HousingIsKey.com](https://HousingIsKey.com)  
or call 833-430-2122



CA COVID-19  
RENT RELIEF

# ¿Es usted elegible para Ayuda Con La Renta de COVID-19 de California?



¿Está atrasado con la renta o con facturas de servicios públicos?



¿Ha sufrido dificultades financieras debido a COVID-19?



¿Son sus ingresos menos del 80% del ingreso medio del área?

Verifique su elegibilidad y aplique en [HousingIsKey.com](https://HousingIsKey.com)  
o llame al 833-430-2122



**AYUDA CON LA RENTA**  
DE COVID-19 DE CALIFORNIA



# CA COVID-19 RENT RELIEF

## Rent Past Due?

**Renters and landlords have enough things to worry about. Past due rent shouldn't be one of them.**

If you're an income eligible renter who has experienced a financial hardship due to COVID-19 and have past due rent, or you're a landlord who has experienced a loss in income because of unpaid rent, you may be eligible to get financial assistance now through the CA COVID-19 Rent Relief program.

## Who Can Apply?

**Landlords** who have income-eligible renters experiencing a financial hardship due to COVID-19 with past due rent.

**Renters** who have experienced a financial hardship due to COVID-19, have past due rent or utilities, and have a household income that is not more than 80% of the area median income.



## How Much Rent Relief Will I Get?

**Landlords** can get reimbursed for 80% of past due rent accrued between **April 1, 2020**, and **March 31, 2021**, if they agree to waive the remaining 20% of unpaid rent.

**Eligible renters** whose landlords choose not to participate may still apply on their own and receive 25% of unpaid rent accrued between **April 1, 2020**, and **March 31, 2021** through a direct payment to their landlord. If a landlord refuses direct payment, the 25% can be paid to the renter to pay missed rent to their landlord by June 30, 2021. Paying 25% of past due rent by June 30, 2021 can help keep renters in their homes under the extended eviction protections provided in SB91.

***Eligible renters can also receive help paying future rent, equal to 25% of their monthly amount to help them stay in their homes, and 100% of up to 12 months of unpaid or future utility bills.***

## How do I Apply?

To check eligibility requirements, apply or find a Local Partner Network organization who can assist you further, visit [HousingIsKey.com](https://HousingIsKey.com) or call **833-430-2122**, toll free.

**HousingIsKey.com**



# AYUDA CON LA RENTA DE COVID-19 DE CALIFORNIA

## ¿Está atrasado con su renta?

Los inquilinos y propietarios tienen suficiente de qué preocuparse. La renta atrasada no debería ser una de esas preocupaciones.

Si usted es un inquilino elegible por ingresos que ha sufrido dificultades financieras debido a COVID-19 y tiene renta atrasada, o es un propietario que ha sufrido una pérdida de ingresos debido a la renta impaga, ahora puede ser elegible para recibir asistencia a través del programa Ayuda Con La Renta de COVID-19 de California.

## ¿Quién puede aplicar?

**Propietarios** que tienen inquilinos de ingresos elegibles con renta atrasada que han sufrido dificultades financieras debido a COVID-19.

**Inquilinos** que han sufrido dificultades financieras debido a COVID-19, tienen renta o servicios públicos atrasados y tienen un ingreso familiar que no supera el 80% del ingreso medio del área.



## ¿Cuánta ayuda de renta recibiré?

**Los propietarios** pueden obtener un reembolso del 80% de la renta atrasada acumulada entre **el 1 de abril de 2020 y el 31 de marzo de 2021**, si aceptan renunciar al 20% restante de la renta atrasada.

**Los inquilinos** elegibles cuyos propietarios elijan no participar en el programa, aún pueden aplicar por cuenta propia y recibir el 25% de renta atrasada entre el 1 de abril de 2020 y el 31 de marzo de 2021 a través de un pago directo a su propietario. Si un propietario rechaza el pago directo, el 25% se puede pagar al inquilino para pagarle la renta atrasada al propietario antes del 30 de junio de 2021. Pagar el 25% de la renta atrasada antes del 30 de junio de 2021, puede ayudar a mantener a los inquilinos en sus casas bajo las protecciones extendidas contra desalojos provistas en SB91.

*Los inquilinos elegibles también pueden recibir ayuda para pagar la renta futura, igual al 25% de la cantidad de su renta mensual para ayudarlos a permanecer en sus hogares, y 100% de hasta 12 meses de facturas de servicios públicos atrasadas o futuras.*

## ¿Cómo puedo aplicar?

Para verificar los requisitos de elegibilidad, aplicar o buscar una organización de la red de socios locales que pueda ayudarlo, visite [HousingIsKey.com](https://HousingIsKey.com) o llame al **833-430-2122**, sin tarifas.

**HousingIsKey.com**



## Why the state's 80/20 payment for eligible households makes sense.



> 25%

If you are a landlord who has been receiving 25% or more of your tenant's monthly rent, up to 75% is still unpaid.

\$ = 80%

When you and your tenant participate, the state will pay 80% of unpaid rent, and would ask you to forgive the last 20%.

\$ = <sup>At least</sup> 85%

After reimbursement, you will have received at least 85% of total rents owed from the period.

## How the 80/20 payment structure works.

**Example rent: \$1,000/month** **\$12k** **In total rent owed**

### Example 1

- Tenant pays \$3,000/25%
- State of California Pays 80% Unpaid Rent = \$7,200
- Landlord forgives 20% in unpaid rent over the period = \$1,800
- Total rent recovered by landlord = \$10,200/85%

### Example 2

- Tenant pays \$6,000/50%
- State of California Pays 80% Unpaid Rent = \$4,800
- Landlord forgives 20% in unpaid rent over the period = \$1,200
- Total rent recovered by landlord = \$10,800/90%

Participating in the COVID-19 Rent Relief effort gets rents paid, saves money on legal fees, and reduces uncertainty.

**HousingsKey.com**



## El pago 80/20 estatal para hogares elegibles tiene sentido.



> 25%

Si usted es un propietario que ha estado recibiendo el 25% o más de su renta mensual del inquilino, hasta el 75% sigue sin pagar.

\$ = 80%

Cuando usted y su inquilino participen, el estado pagará el 80% de renta atrasada, y se le pedirá que perdone el último 20%.

\$ = <sup>Por lo menos</sup> 85%

Después del reembolso, habrá recibido al menos el 85% del total de renta debida del período.

## Cómo funciona la estructura de pago 80/20.

Ejemplo de renta: \$1,000/mes **\$12k** total de renta debida

### Ejemplo 1

- El inquilino paga \$3,000/25%
- El estado de California paga el 80% en renta debida = \$7,200
- El propietario perdona el 20% en renta debida durante el período = \$1,800
- Renta total recuperada por el propietario = \$10,200/85%

### Ejemplo 2

- El inquilino paga \$6,000/50%
- El estado de California paga el 80% en renta debida = \$4,800
- El propietario perdona el 20% en renta debida durante el período = \$1,200
- Renta total recuperada por el propietario = \$10,800/90%



**All Californians deserve a place to call home. It's our priority to keep you in yours.**

## New Protections and Guidelines for Tenants

If you cannot pay your full rent because of COVID-19 related financial distress, there are protections available to you until at least **June 30, 2021**.



A new law protects renters who are unable to pay their rent due to the COVID-19 pandemic. The [COVID-19 Tenant Relief Act](#) took effect on January 29, 2021 which provided an extension of the statewide eviction protections initially enacted by AB 3088 (Chapter 37, Statutes of 2020).

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

All of the same rights and obligations below apply. However, in addition, by June 30, 2021 you must pay at least 25% of the rent due during the period of September 1, 2020 through June 30, 2021 to avoid an unlawful detainer (eviction) action being filed against you on or after July 1, 2021. You may do this by paying 25% each month, or by paying a lump sum equaling 25% of your rent during this time period by June 30, 2021, or by some other means, as long as you have paid at least 25% of the rent due for the period by June 30, 2021.

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

- You cannot be evicted IF you return a declaration of COVID-19 related financial distress to your landlord, signed under penalty of perjury, within 15 business days of receiving a notice to pay or quit (vacate) that was given to you on or after September 1, 2020.
- When your landlord gives you a notice to "pay or quit" (vacate), they must also provide a separate notification which explains your rights and obligations under the new law. (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.)
- When your landlord gives you a notice to pay or quit (vacate), they must provide a declaration of COVID-19 related financial distress in the language of your rental agreement. It is very important that you provide the signed declaration to your landlord within 15 business days or an eviction proceeding may be filed against you in court.
- If your household income is more than 130% of the [median household income in your county](#) and over \$100,000, your landlord may demand proof of your COVID-19 related hardship be provided to support your declaration. Any form of verifiable documentation that shows the COVID-19-related financial distress – such as a tax return, pay stubs, a statement from your employer, among other items – can be used to satisfy this requirement. If you are a high-

(continued)

income household and your landlord requests proof of financial distress, you must provide it to be protected from eviction.

- Also, the new COVID-19 Tenant Relief Act prohibits your landlord from charging you late fees or interest on your unpaid rent if you've given them a declaration of COVID-19 related financial distress.

#### Other things you need to know

- These protections apply to all residential tenants, including mobile home tenants, regardless of immigration status.
- Until June 30, 2021, landlords must give at least 15 days' notice, not including weekends or judicial holidays, to pay rent or be evicted.
- If you are unable to provide a COVID-19 related financial hardship declaration within 15 business days, you may still submit the declaration to the court for similar protections if you have a "good reason" for not being able to provide the declaration to your landlord within 15 business days. Under the law, you have a "good reason" if your failure to return the declaration within the 15 business days as required by law was the result of mistake, inadvertence, surprise, or excusable neglect, as those terms have been interpreted under the [California Code of Civil Procedure Section 473 \(b\)](#).
- Until June 30, 2021, the law limits public disclosure of eviction cases involving nonpayment of rent between March 1, 2020 and June 30, 2021.
- The law provides protections for tenants if landlords claim to evict them for "just cause" when in fact they are evicting a tenant for nonpayment of rent that was due between March 1, 2020 and June 30, 2021.
- Tenants can still be evicted for other reasons, such as for health and safety violations.

- The law adds a new penalty of between \$1,000 and \$2,500 against landlords who do such things as locking a tenant out, throwing personal property out onto the curb, and shutting off utilities to evict a tenant, rather than going through the required court process. These penalties are in effect until July 1, 2021.
- Tenants who believe they have been unlawfully evicted or who need legal advice should consult with an attorney. Tenants who need low- or no-cost legal help can visit [www.lawhelpca.org](http://www.lawhelpca.org) and/or <https://landlordtenant.dre.ca.gov/resources/tenant.html> for additional resources.

#### IMPORTANT: You will still owe back rent

If you have followed all the procedures above, any rent owed remains rent due.

You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes.

In most instances your landlord may sue you for unpaid rent beginning July 1, 2021, and beginning August 1, 2021, they may bring such a lawsuit against you in small claims court, regardless of how much you owe.

\* \* \*

**NO MATTER WHAT, BEGINNING  
JULY 1, 2021, YOU WILL HAVE TO PAY  
THE FULL AMOUNT OF YOUR RENT TO  
BE PROTECTED FROM EVICTION.**

\* \* \*

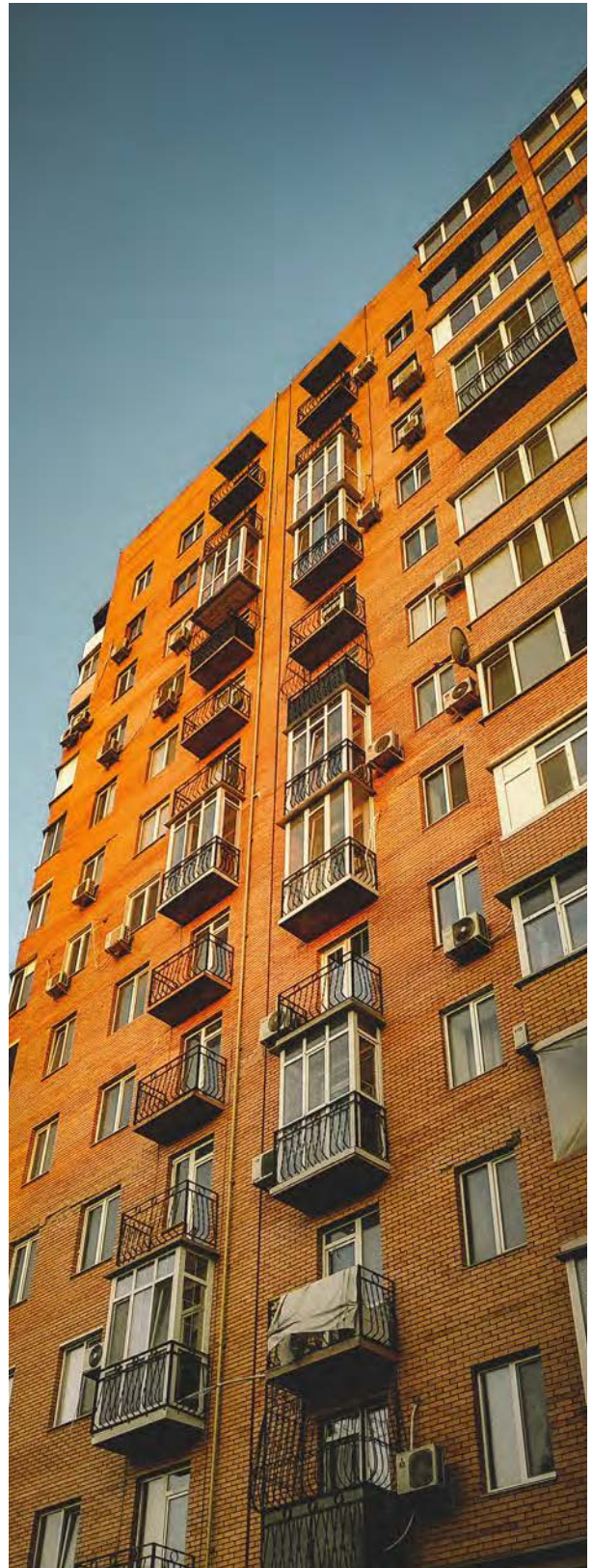
## MORE INFORMATION

## What counts as Financial Distress?

**Financial distress** means that you have reduced income or increased expenses due to COVID-19 that make you unable to meet your monthly rent or other obligations under your lease. It includes:

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 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.

Even if you are receiving public assistance — such as unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave — you can still make a declaration of COVID-19 financial distress if this assistance does not fully make up for your loss of income and/or increased expenses.





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## Homeowner and Small Landlord Relief

Homeowners or small landlords who have four (4) or fewer properties, whether they are owner occupied or not, and who have had difficulty making mortgage payments because of COVID-19, have protections under the Act. These protections will remain in effect until September 1, 2021.



### Mortgage Forbearance

Homeowner and small landlords should contact their mortgage servicer – the company they send their mortgage payment to – for options that may be available. Financial institutions are required by federal law to know what entity owns the mortgage loans they service. When you contact your servicer to request payment relief, you should ask whether your mortgage is federally-backed (owned or guaranteed by a federal mortgage agency such as Fannie Mae, Freddie Mac, the Federal Housing Administration, or the Veterans Administration) or non-federally-backed.

If you have a federally-backed mortgage, you can request forbearance pursuant to the federal CARES Act (Coronavirus Aid, Relief, and Economic Security) to help you avoid becoming delinquent on your mortgage.

If you have a non-federally-backed mortgage, you can also contact your servicer requesting forbearance along with other options that may be available to you.

For all mortgages, whether federally-backed or not, your servicer must provide you with a detailed description explaining why the forbearance request was denied, stating the exact reasons for the denial.

If the servicer's explanation identifies missing information or errors in the request, you then have 21 days to update and correct these issues.

Additional homeowner protections and lender requirements before a bank can file a notice of default on your mortgage include:

- The ability for you to contest either the 30-day contact or the forbearance denial notice. (The 30-day contact refers to the minimum 30 days a lender must wait after contacting a borrower to seek payment before filing a Notice of Default.)
- A requirement for lenders to file the forbearance denial notice along with the required declaration of borrower contact when recording a notice of default.
- The right for homeowners or small landlords to file a cause of action (lawsuit) if their lender harms them by violating the law.