

Rent Due From

March 2020 through August 2020

September 2020 to January 2021

Tenant fails to pay rent

Tenant fails to pay rent

Serve tenant with a 15 day notice along with

- Tenant's rights information on how to receive COVID-19 hardship benefits
- Blank declaration form for the tenant to fill out

Serve tenant with a 15 day notice along with

- Tenant's rights information on how to receive COVID-19 hardship benefits
- Blank declaration form for the tenant to fill out

Wait 15 days

(excluding weekend and judicial holidays)

Wait 15 days

(excluding weekend and judicial holidays)

If tenant

- Returns declaration
- Documentation &
- High income tenant

If tenant FAILS to

- Return declaration
- Documentation &
- High income tenant

If tenant

- Returns declaration
- Documentation &
- High income tenant

If tenant FAILS to

- Return declaration
- Documentation &
- High income tenant

Landlord cannot evict tenant for nonpayment of rent of March through August rent.

Landlord can file an unlawful detainer on or after October 5, 2020.

Note: Judgments are subject to protective "masking" even if tenant loses their case.

Tenant cannot be evicted if they pay 25% of rent due by January 31, 2020.

If the tenant does not pay their rent, landlord can file an unlawful detainer on or after February 1, 2021.

Landlord can file an unlawful detainer on or after October 5, 2020.

Note: Judgments are subject to protective "masking" even if tenant loses their case.

Rent for March through August can be collected through a breach of contract action on or after March 1, 2021

The remaining balance can be collected through a breach of contract action on or after 2021.

If tenant does not pay rent for the following month..

- IMPORTANT -

- The Landlord must provide the tenant with notice with info regarding the new law by 9/30/20 if the tenant has outstanding rent that was due between 3/1/20 through 8/31/20.
- The Landlord must serve a final 3 day notice to quit before filing an unlawful detainer.
- No tenant can be evicted before 02/01/21 unless:
 - » The tenant was served notice of termination that expired prior to 3/1/20.
 - » Tenant failed to provide declaration procedure if non payment of rent.
 - » There is an at-fault reason for eviction specified in AB 1482.
 - » Unless necessary to comply with health and safety laws, the landlord may not evict for substantial remodel but all other "no fault" reasons specified in AB 1482 are acceptable.

COVID-19 Eviction Protections Flow Chart



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