



California Evictions: July 1, 2022

Despite what the news articles state, the rules that went into effect during the eviction moratorium are not dead. California Code of Civil Procedure section 1179.07 keeps the [COVID-19 Tenant Relief Act](#) alive until October 1, 2025. However, some of the rules were set to only cover periods up to June 30, 2022. That means that as of July 1, 2022, some of the rules no longer apply! In this article, we will take a look at the rules and what July 1, 2022, means for residential landlords and property managers in California.

In Summary: The great news for California landlords is that the notices and filing requirements are going to start looking much more “normal.” Landlords may remove much of the statutory language from their notices for nonpayment of rent. Additionally, Landlords may file for evictions without swearing to have filed for rent relief. In that sense, the eviction moratorium will feel like it has lifted.

The rules covering the covered period, the recovery period, and the transition period are still in effect. Tenants will not suddenly have to pay all the rent that they did not previously pay under these protected periods.

COVID-19 Tenant Relief Act

The COVID-19 Tenant Relief Act was the first act that provided protection for California renters. This act created the COVID-19 Financial Distress Declaration and permitted tenants to remain in possession without having paid rent for the covered period or while having paid at least 25% of any amount of rent due during the transition period. Tenants remained liable for the full debt, but the statute gave no timeline for when a tenant might be required to pay it.

Changes to Notices

The COVID-19 Tenant Relief Act required certain language to appear in notices served after April 1, 2022, and before July 1, 2022. The text of the notice informed the tenant of their rights under the COVID-19 Tenant Relief Act and that the tenant

only needed to pay “at least 25 percent of any rent [the tenant] missed between September 1, 2020, and September 30, 2021 . . .” ([Code Civ. Proc., § 1179.03](#), subd. (c)(7).) This language prescribed by section 1179.03 subdivision (c)(7) is no longer required.

City Ordinances Now Have Effect

[Code of Civil Procedure section 1179.05](#) prevented “ordinance, resolution, regulation, or administrative action” by California cities and counties “in response to the COVID-19 pandemic to protect tenants from eviction” from being extended, expanded, renewed, reenacted, or newly created between August 19, 2020, and June 30, 2022. Any attempt that a city or county made to institute local legislation was rendered without power until July 1, 2022. The author of this article is not aware of any rules impacted by this delayed effect. However, if your local community did make changes to local legislation between August 19, 2020, and June 30, 2022, those changes become effective and lawful as of this morning!

Check with an attorney who is experienced in your county to determine whether local rules may go into effect today.

COVID-19 Rental Housing Recovery Act

[The COVID-19 Rental Housing Recovery Act](#) created a “recovery period.” Tenant debt was classified as “recovery period debt” if it became due between October 1, 2021, and March 31, 2022. Under the Rental Housing Recovery Act, landlords became responsible for filing for rental assistance and for informing tenants of the existence of government assistance programs.

Changes to Notices

During the transition period, special requirements were needed for notices applying to recovery period debts. Code of [Civil Procedure section 1179.10](#) specifically required notices served “[o]n or after April 1, 2022, and before July 1, 2022.” As of today, notices for rent that was owed between October 1, 2021, and March 31, 2022, no longer need the special warning advising tenants to file for rent relief.

Changes to Filing Requirements

Prior to today, the landlord had to comply with at least one of four scenarios in which the landlord provided assistance in filing for rent relief and was either denied

outright or received no response from the appropriate agency. As of July 1, the sworn statements are no longer required to file unlawful detainer actions. This suggests that a landlord no longer needs to provide the assistance that he previously had to swear to.

Landlords May Still Wish to Provide the Previously Required Assistance

Nothing prevents a landlord from continuing to offer the same level of assistance that he or she did previously. The benefit of assisting tenants to be aware of government assistance and file for government assistance is twofold: (1) It improves the landlord-tenant relationship which may cause tenants to take better care of the premises. (2) It can result in receiving much-needed money from the government that the landlord would not otherwise collect.

Default Judgments Return

A default judgment is the most common kind of judgment that landlords receive when there is a “quick” eviction. What makes the eviction “quick” is that the tenant fails to file the correct paperwork with the court and ignores the legal papers. If the tenant does not respond quickly, the court treats their absence as if it were a voluntary admission of the facts and issues a “default judgment.” This gets the landlord possession of the property and allows the landlord to move to the next phase of the process to get a judgment for damages.

Under the current law, a default judgment was not available if there was a pending application for debt or a previously approved application that covered the debt. ([Code Civ. Proc., § 1179.11](#), subd. (c)(1).) This rule no longer applies. Now there are no restrictions on judgments, default or otherwise.

This change impacts only new filings. The default judgment rule still applies if your unlawful detainer case was filed prior to today and is currently open in the court system.

Contact Coleman & Horowitz for Your Unlawful Detainer Actions

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