

HART | KING

AB 832 - CALIFORNIA COVID-19 TENANT RELIEF ACT OF 2020

AB832 became law on June 28, 2021, amending California's Covid-19 Tenant Relief Act of 2020 (the "Tenant Relief Act"). The new amendments to Tenant Relief Act extends the statewide temporary moratorium on evictions of qualifying residential tenants for failure to pay rent between March 1, 2020 and September 30, 2021 if the tenant provides a declaration signed under penalty of perjury regarding their financial distress related to COVID-19 and pays 25% of the total amount owed by September 30, 2021.

If the landlord decides to file an unlawful detainer action to evict the tenant, the following forms must be used:

- Notice from the State of California for Civil Code Section 1179.04(c) (See Appendix A) must be served on or before July 31, 2021 to all tenants who have not paid one or more rental payments that came due between March 1, 2020 and July 1, 2021:
- 15-60 Day Notice for Civil Code Section 1179.03(c)(6) is required in order to evict the tenant for non-payment of rent and/or non-performance of covenants between September 1, 2020 and September 30, 2021 (i.e., the "transition time period"); and
- Declaration of COVID-19-related Financial Distress.

All residential unlawful detainer proceedings in California for "failure to pay rent or other charges" are on hold until October 1, 2021. Courts are prohibited from taking specified actions before October 1, 2021 including issuing a summons on a complaint for unlawful detainer. This applies to all residential eviction proceedings for failure to pay, whether or not the failure is due to the COVID-19 pandemic. The justification for this is to provide time for landlords and tenants to apply for rental assistance program. The state will pay 100% of delinquent rent accumulated on or after April 1, 2020 on behalf of eligible residents.

Notice from the State of California required by new Civil Code Section 1179.04(a)

The most immediate action item is the requirement that, **on or before July 31, 2021**, landlords are required to provide the written Notice from the State of California to any tenant who, as of July 1, 2021, failed to pay rent that became due between March 1, 2020 and July 1, 2021. This notice sets forth tenant's rights under Act (CCP 1179.04(c) Notice).

A landlord must use this statutory form of notice if their tenant has failed to pay rent that was due between March 1, 2020 and July 1, 2021, even if the landlord is not intending

(at least currently) to file an unlawful detainer action. This notice is to notify the tenant that they may have protections through the COVID-19 Tenant Relief Act of 2020 and the landlord must serve this notice on or before July 31, 2021. This 1179.04(c) form is a prerequisite for any eviction action relating to nonpayment of rent after October 1, 2020.

Notice from the State of California set forth in CCP §1179.04 should be used because a deficient notice will prevent evictions. This form provides "NOTICE FROM STATE OF CALIFORNIA" that tenants who have experienced COVID-related financial distress are protected from being evicted for failing to make rental payments that were due between March 1, 2020 and July 1, 2021 as a result of "COVID-related financial distress."

15-60 Day Notice for Civil Code Section 1179.03(c)(6) for non-payment of rent and/or non-performance of covenants between September 1, 2020 and September 30, 2021 (i.e., the "transition time period")

If a tenant fails to pay rent and/or perform covenants during the "transition time period" between September 1, 2020 and September 30, 2021, then landlord must serve a 15-60 day Notice pursuant to Section 1179.03(c)(6).

The notice must state the amount of rent and/or covenant demanded and the date each amount became due. A notice must be served for each month that tenant fails to pay rent and/or perform covenants. Tenant must be given at least 15 days, excluding Saturdays, Sundays, and other judicial holidays, to pay rent/perform covenants or deliver possession.

Additionally, a copy of a "Declaration of COVID-19-related financial distress" must be served with each month's notice to pay rent or quit and/or notice to perform covenant or quit. Should tenant be unable to pay the rent and/or perform the covenant demanded, tenant must sign and return the declaration to landlord within 15-days.

During the transition time period, tenant must tender one or more payment that, when taken together, are equal to at least 25% of each transition period rental payment demanded in one or more notice and for which tenant timely delivered a declaration of COVID-19-related financial distress to the landlord. If tenant pays at least 25% of the rent/covenants owed during the transition time period by September 30, 2021, then the tenant may not be found guilty of unlawful detainer or evicted for failure to pay rent, either now or in the future. Landlord cannot bring an action to recover COVID-19 rental debt in small claims court before October 1, 2021. The new law removed the claim limits in small claims court (usually two \$2,500 claims within a calendar year) for unpaid COVID-19 rental debt.

If the tenant fails to timely return a signed declaration or to pay at least 25% of the total rent/covenants owed by September 30, 2021, then an unlawful detainer action may be initiated starting October 1, 2021 if the following requirements are met:

Unlawful Detainer Actions Between October 1, 2021 through March 31, 2022

The new law provides that the state will pay 100% of delinquent rent accumulated on or after April 1, 2020 on behalf of eligible residents. Additionally, payments can also be made on behalf of residents who no longer occupy the rental unit.

To file an unlawful detainer after October 1, 2021, landlords/parks must first apply for rental assistance and wait for the application to be approved or denied before they can file an eviction for nonpayment of rent. This is required even if the resident does not qualify for rental assistance and even if the program runs out of money.

Declaration of COVID-19-related Financial Distress

A “Declaration of COVID-19-related financial distress” means a written statement, signed under penalty of perjury, that states the reason(s) the tenant is unable to pay rent due to the COVID-19 pandemic. The declaration of COVID-19-related financial distress must be served with each notice to pay rent or quit and/or each notice to perform covenants or quit.

The tenant may not be evicted provided the tenant provides landlord with a signed “Declaration of COVID-19-related Financial Distress” under penalty of perjury before the 15-day period of service of the notice demanding rent/covenant expires. Failure to return the declaration within the 15-day period could result in eviction. The 15-day period excludes Saturday, Sundays and other judicial holidays.

The tenant can return the signed declaration to the landlord in person, by e-mail, U.S. mail, or any of the same method that tenant can use to deliver rent payment if delivery of the declaration by that method is possible.

If a tenant timely delivers a declaration of COVID-19-related financial distress in response to a notice demanding payment of rent that came due during the protected time period the tenant shall not then or thereafter be deemed to be in default for purposes of the unlawful detainer statute.

If the tenant does not timely deliver the declaration, and the landlord files an unlawful detainer action, the tenant can file the declaration with the court within the time period permitted to respond to an unlawful detainer summons. If, after a noticed hearing, the court finds that the tenant’s failure to timely deliver the declaration was the result of mistake, inadvertence, surprise, or excusable neglect, within the meaning of Code of Civil Procedure section 473(b), the court must dismiss the lawsuit, subject to certain exceptions.

For more information please see the attached summary as well as the state's website <https://housingiskey.com>

Here is a quick link to FAQs about the new Act:
<https://landlordtenant.dre.ca.gov/faqs.html>

NOTICE FROM THE STATE OF CALIFORNIA

Code of Civil Procedure Section 1179.04(c).

The California Legislature has extended the COVID-19 Tenant Relief Act. The law now protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and September 30, 2021.

“COVID-19-related financial distress” means 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 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.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and September 30, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before September 30, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and September 30, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file that indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation that shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning October 1, 2021 if you owe rental payments due between September 1, 2020, and September 30, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

YOU MAY QUALIFY FOR RENTAL ASSISTANCE. In addition to extending these eviction protections, the State of California, in partnership with federal and local governments, has created an emergency rental assistance program to assist renters who have been unable to pay their rent and utility bills as a result of the COVID-19 pandemic. This program may be able to help you get caught up with past-due rent. Additionally, depending on the availability of funds, the program may also be able to assist you with making future rental payments.

While not everyone will qualify for this assistance, you can apply for it regardless of your citizenship or immigration status. There is no charge to apply for or receive this assistance.

Additional information about the extension of the COVID-19 Tenant Relief Act and new state or local rental assistance programs, including more information about how to qualify for assistance, can be found by visiting <http://housingiskey.com> or by calling 1-833-430-2122.”

FIFTEEN (15) DAY NOTICE TO PAY RENT OR QUIT
AND SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION
(To be used for notices provided July 1, 2021 to September 30, 2021)
(Code of Civil Procedure Sections 1179.03(c)(6) and
Fair Debt Collection Practices Act (Regulation F) Section 1006.9)

TO: _____
And all Residents in Possession

PREMISES: _____ Space _____

(Hereinafter the "Premises")

WITHIN FIFTEEN (15) DAYS after the service upon you of this Notice, **excluding Saturdays, Sundays, and other judicial holidays**, you and each of you, are hereby required to pay the rent for the Premises, pursuant to the rental or lease agreement and rules and regulations under which you now hold possession, or you are hereby required to quit and deliver up possession of the Premises to the Park Manager of _____ ("Park"), who is authorized to receive same.

The total amount of rent due and owing is \$ _____. The amount which is delinquent and unpaid is for _____ 2021, including all adjustments, credits, and partial payments, if any.

The monthly rental rate for the Premises is \$ _____ per month.

If you do not pay the total amount of rent due and owing within fifteen (15) days, **excluding Saturdays, Sundays, and other judicial holidays**, after service of this Notice upon you and you fail to quit and deliver up possession of the Premises, the owner of the Premises will institute legal proceedings against you to declare the forfeiture of the lease or rental agreement under which you occupy the Premises and to recover possession of the Premises, to recover rents and damages and recover reasonable attorneys' fees, plus Court costs.

Your payment by money order or cashier's check should be made payable to: _____, and payment may be delivered to _____ at the following address: _____, and telephone number: (____) _____ - _____, to the attention of _____ who is usually available on the following days: _____ through _____, the following hours: _____ A.M. TO _____ P.M. Alternatively, payment may be made in full by mail (you must maintain proof of mailing, i.e., certified mail, registered mail, express mail, etc.) to: _____.

YOU ARE FURTHER NOTIFIED that the undersigned elects to and does declare the forfeiture of your lease or rental agreement under which you hold possession of the Premises if the total amount of rent due and owing is not paid within fifteen (15) days,

excluding Saturdays, Sundays, and judicial holidays, after service upon you of this Notice.

THIS NOTICE IS INTENDED AS A FIFTEEN (15) DAY NOTICE TO PAY RENT OR QUIT AS PROVIDED BY CALIFORNIA LAW, INCLUDING, WITHOUT LIMITATION, THE URGENCY BILL, ASSEMBLY BILLS 832 AND 3088, SENATE BILL 91, AND THE LAWS REFERENCED THEREIN, AND THE MOBILEHOME RESIDENCY LAW, CALIFORNIA CIVIL CODE § 798 ET SEQ.

“NOTICE FROM THE STATE OF CALIFORNIA – YOU MUST TAKE ACTION TO AVOID EVICTION. If you are unable to pay the amount demanded in this notice because of the COVID-19 pandemic, you should take action right away.

IMMEDIATELY: Sign and return the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays. Sign and return the declaration even if you have done this before. You should keep a copy or a picture of the signed form for your records.

BEFORE SEPTEMBER 30, 2021: Pay your landlord at least 25 percent of any rent you missed between September 1, 2020, and September 30, 2021. If you need help paying that amount, apply for rental assistance. You will still owe the rest of the rent to your landlord, but as long as you pay 25 percent by September 30, 2021, your landlord will not be able to evict you for failing to pay the rest of the rent. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes.

AS SOON AS POSSIBLE: Apply for rental assistance! As part of California’s COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments. If you are behind on rent or utility payments, YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY! It is free and simple to apply. Citizenship or immigration status does not matter. You can find out how to start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com> right away.”

NOTICE FROM THE CONSUMER PROTECTION FINANCIAL BUREAU

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law.

Learn the steps you should take now:

- **Visit www.cfpb.gov/eviction**
- **Or call a housing counselor at 800-569-4287**

Please Note: Should you be eligible for temporary protection from eviction under the Center for Disease Control Moratorium Order (Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19), you will need to complete, sign and return the CDC Eviction Protection Declaration to the Park Management office. Timely submission of the CDC Eviction Protection Declaration form will only provide protection under the CDC Moratorium Order (if eligible/applicable), and NOT the California COVID-19 Tenant Relief Act of 2020. You must meet all the requirements as provided in the Notice from the State of California above to be protected under the California COVID-19 Tenant Relief Act of 2020.

THEREFORE, THIS IS TO NOTIFY YOU THAT *if you fail to pay the total amount of rent due and owing, or fail to return the California Declaration of COVID-19-related financial distress, and the Center for Disease Control (CDC) Eviction Protection Declaration (if eligible/applicable), within the fifteen (15) day time period stated above, your tenancy is terminated.* And then, within sixty (60) days after service of this Notice upon you, you are required to quit said Premises and remove or sell the mobilehome, at your expense, and deliver up possession of same to the Park Manager who is authorized to receive possession thereof, or legal proceedings for unlawful detainer will be instituted against you by the owners of the Premises to declare said rental or lease agreement forfeited, recover possession of said Premises and to recover rents and damages for your continued possession of said Premises together with Court costs and attorneys' fees. In other words, the additional time period provided for in this "Sixty (60) Day Notice" is provided only for the purpose of giving you a reasonable time in which to locate a place to move your mobilehome or sell it and does not extend the fifteen (15) day time period after service of this Notice.

THIS NOTICE IS INTENDED AS A SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION AS PROVIDED BY CALIFORNIA LAW, INCLUDING, WITHOUT LIMITATION, THE MOBILEHOME RESIDENCY LAW, CALIFORNIA CIVIL CODE § 798 ET SEQ.

This notice and its contents, conditions and demands cannot be modified, amended, waived, rescinded, or otherwise abrogated unless by written agreement signed by park management or park owner.

Assuming you have provided the required COVID-19 declaration as noted above, after September 30, 2021, your tenancy or leasehold will not be reinstated or renewed by an attempted payment of the 25% of the rental payments that came due between September 1, 2020 and September 30, 2021.

Within the sixty days after service of this Notice, you may advertise your mobilehome for sale and sell or otherwise transfer it if you wish, but you may not represent that it may remain at its present location after it is sold or otherwise transferred unless you pay past due rent and utilities upon the sale of the mobilehome as provided by Civil Code § 798.55(b)(1) and (2), but the Park reserves its right to require removal of the mobilehome

pursuant to Civil Code § 798.73. After the expiration of such sixty-day period, unless the purchaser has been approved as a tenant and past due rent and charges are paid, the mobilehome may not remain at its present location and must be removed on sale or other transfer.

WARNING: The California Civil Code § 798.85, commonly known as the “Mobilehome Residency Law,” provides as follows:

“In any action arising out of the provisions of this chapter the prevailing party shall be entitled to reasonable attorney’s fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.”

WARNING: The California Code of Civil Procedure § 1033 (b) (2), provides as follows:

(b) When a prevailing plaintiff in a limited civil case recovers less than the amount prescribed by law as the maximum limitation upon the jurisdiction of the small claims court, the following shall apply:

(1) When the party could have brought the action in the small claims division but did not do so, the court may, in its discretion, allow or deny costs to the prevailing party, or may allow costs in part in any amount as it deems proper.

(2) When the party could not have brought the action in the small claims court, costs and necessary disbursements shall be limited to the actual cost of the filing fee, the actual cost of service of process, and, when otherwise specifically allowed by law, reasonable attorneys’ fees. However, those costs shall only be awarded to the plaintiff if the court is satisfied that prior to the commencement of the action, the plaintiff informed the defendant in writing of the intended legal action against the defendant and that legal action could result in a judgment against the defendant that would include the costs and necessary disbursements allowed by this paragraph.

DATED: _____

By: _____
Authorized Agent for _____

**FIFTEEN (15) DAY NOTICE TO PERFORM COVENANTS OR QUIT
AND SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION**

**(To be used for notices provided July 1, 2021 to September 30, 2021)
(Code of Civil Procedure Sections 1179.03(c)(6) and
Fair Debt Collection Practices Act (Regulation F) Section 1006.9)**

TO: _____
And all Residents in Possession

PREMISES: _____, Space _____

(Hereinafter the "Premises")

NOTICE IS HEREBY GIVEN that the rental or lease agreement and rules and regulations under which you hold possession of the above Premises requires performance on your part of the following covenants or agreements which you have failed to perform.

You have failed to pay the following utility and other charges for the noted time periods:

<u>TYPE OF UTILITY</u>	<u>FOR THE BILLING MONTH(S)</u>	<u>AMOUNT</u>
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____

<u>TYPE OF CHARGE</u>	<u>FOR THE BILLING MONTH(S)</u>	<u>AMOUNT</u>
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____

TOTAL AMOUNT OF UTILITIES AND
OTHER CHARGES PAST DUE \$ _____

WITHIN FIFTEEN (15) DAYS after service upon you of this Notice, **excluding Saturdays, Sundays, and other judicial holidays**, you and each of you are hereby required to perform said covenants or agreements or quit and deliver up possession of the Premises to the Park Manager of _____ ("Park") who is authorized to

receive the same, or legal proceedings will be instituted by the owners of the Premises against you to recover possession of the Premises, to declare a forfeiture of said rental or lease agreement, to recover rents and damages and to recover reasonable attorneys' fees plus court costs.

Your payment by money order or cashier's check should be made payable to: _____, and payment may be delivered to _____ at the following address: _____, and telephone number: () - _____, to the attention of _____ who is usually available on the following days: _____ through _____, the following hours: _____ A.M. TO _____ P.M. Alternatively, payment may be made in full by mail (you must maintain proof of mailing, i.e., certified mail, registered mail, express mail, etc.) to: _____.

YOU ARE FURTHER NOTIFIED that the undersigned elects to and does hereby declare the forfeiture of the rental or lease agreement under which you hold possession of the above-described Premises if said covenants or agreements are not performed within fifteen (15) days after service upon you of this Notice.

THIS NOTICE IS INTENDED AS A FIFTEEN (15) DAY NOTICE TO PERFORM COVENANTS OR AGREEMENTS AS PROVIDED BY CALIFORNIA LAW, INCLUDING, WITHOUT LIMITATION, THE URGENCY BILL, ASSEMBLY BILLS 832 AND 3088, SENATE BILL 91, AND THE LAWS REFERENCED THEREIN, AND THE MOBILEHOME RESIDENCY LAW, CALIFORNIA CIVIL CODE § 798 ET SEQ.

“NOTICE FROM THE STATE OF CALIFORNIA – YOU MUST TAKE ACTION TO AVOID EVICTION. If you are unable to pay the amount demanded in this notice because of the COVID-19 pandemic, you should take action right away.

IMMEDIATELY: Sign and return the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays. Sign and return the declaration even if you have done this before. You should keep a copy or a picture of the signed form for your records.

BEFORE SEPTEMBER 30, 2021: Pay your landlord at least 25 percent of any rent you missed between September 1, 2020, and September 30, 2021. If you need help paying that amount, apply for rental assistance. You will still owe the rest of the rent to your landlord, but as long as you pay 25 percent by September 30, 2021, your landlord will not be able to evict you for failing to pay the rest of the rent. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes.

AS SOON AS POSSIBLE: Apply for rental assistance! As part of California's COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments. If you are behind on rent or utility payments, **YOU SHOULD**

COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY! It is free and simple to apply. Citizenship or immigration status does not matter. You can find out how to start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com> right away.”

NOTICE FROM THE CONSUMER PROTECTION FINANCIAL BUREAU

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law.

Learn the steps you should take now:

- Visit www.cfpb.gov/eviction
- Or call a housing counselor at 800-569-4287

Please Note: Should you be eligible for temporary protection from eviction under the Center for Disease Control Moratorium Order (Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19), you will need to complete, sign and return the CDC Eviction Protection Declaration to the Park Management office. Timely submission of the CDC Eviction Protection Declaration form will only provide protection under the CDC Moratorium Order (if eligible/applicable), and NOT the California COVID-19 Tenant Relief Act of 2020. You must meet all the requirements as provided in the Notice from the State of California above to be protected under the California COVID-19 Tenant Relief Act of 2020.

THEREFORE: THIS IS TO NOTIFY YOU THAT *if you fail to pay the total amount of rent due and owing, or fail to return the California Declaration of COVID-19-related financial distress, and the Center for Disease Control (CDC) Eviction Protection Declaration (if eligible/applicable), within the fifteen (15) day time period stated above, your tenancy is terminated.* And then, within sixty (60) days after service of this Notice upon you, you are required to quit said Premises and remove or sell the mobilehome, at your expense, and deliver up possession of same to the Park Manager who is authorized to receive possession thereof, or legal proceedings for unlawful detainer will be instituted against you by the owners of the Premises to declare said rental or lease agreement forfeited, recover possession of said Premises and to recover rents and damages for your continued possession of said Premises together with Court costs and attorneys' fees. In other words, the additional time period provided for in this "Sixty (60) Day Notice" is provided only for the purpose of giving you a reasonable time in which to locate a place to move your mobilehome or sell it and does not extend the fifteen (15) day time period after service of this Notice.

THIS NOTICE IS INTENDED AS A SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION AS PROVIDED BY CALIFORNIA LAW, INCLUDING, WITHOUT LIMITATION, THE MOBILEHOME RESIDENCY LAW, CALIFORNIA CIVIL CODE § 798 ET SEQ.

This notice and its contents, conditions and demands cannot be modified, amended, waived, rescinded, or otherwise abrogated unless by written agreement signed by park management or park owner.

Assuming you have provided the required COVID-19 declaration as noted above, after September 30, 2021, your tenancy or leasehold will not be reinstated or renewed by an attempted payment of the 25% of the rental/utility payments that came due between September 1, 2020 and September 30, 2021.

Within the sixty days after service of this Notice, you may advertise your mobilehome for sale and sell or otherwise transfer it if you wish, but you may not represent that it may remain at its present location after it is sold or otherwise transferred unless you pay past due rent and utilities upon the sale of the mobilehome as provided by Civil Code §§ 798.55(b)(1) and (2), but the Park reserves its right to require removal of the mobilehome pursuant to Civil Code § 798.73. After the expiration of such sixty-day period, unless the purchaser has been approved as a tenant and past due rent and charges are paid, the mobilehome may not remain at its present location and must be removed on sale or other transfer.

WARNING: The California Civil Code § 798.85 provides as follows:

“In any action arising out of the provisions of this chapter the prevailing party shall be entitled to reasonable attorney’s fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.”

WARNING: The California Code of Civil Procedure § 1033 (b) (2), provides as follows:

(b) When a prevailing plaintiff in a limited civil case recovers less than the amount prescribed by law as the maximum limitation upon the jurisdiction of the small claims court, the following shall apply:

(1) When the party could have brought the action in the small claims division but did not do so, the court may, in its discretion, allow or deny costs to the prevailing party, or may allow costs in part in any amount as it deems proper.

(2) When the party could not have brought the action in the small claims court, costs and necessary disbursements shall be limited to the actual cost of the filing

fee, the actual cost of service of process, and, when otherwise specifically allowed by law, reasonable attorneys' fees. However, those costs shall only be awarded to the plaintiff if the court is satisfied that prior to the commencement of the action, the plaintiff informed the defendant in writing of the intended legal action against the defendant and that legal action could result in a judgment against the defendant that would include the costs and necessary disbursements allowed by this paragraph.

DATED: _____

By: _____
Authorized Agent for _____

FIFTEEN (15) DAY NOTICE TO PAY RENT OR QUIT
(To be used for notices provided July 1, 2021 to September 30, 2021)
(Code of Civil Procedure Section 1179.03(c)(6) and
Fair Debt Collection Practices Act (Regulation F) Section 1006.9)
[Park Owned Home]

TO: _____
And all Tenants in Possession

PREMISES: _____, Space _____
_____, CA _____
(Hereinafter the "Premises")

WITHIN FIFTEEN (15) DAYS after the service upon you of this Notice, **excluding Saturdays, Sundays, and other judicial holidays**, you and each of you, are hereby required to pay the rent for the Premises, pursuant to the rental or lease agreement and rules and regulations under which you now hold possession, or you are hereby required to quit and deliver up possession of the Premises to the Park Manager, who is authorized to receive same.

For the Month of _____ **- amount due: \$** _____

For the Month of _____ **- amount due: \$** _____

The total amount of rent due and owing is \$ _____.

The monthly rental rate for the Premises is \$_____ per month. The amount which is delinquent and unpaid is for the time period from _____ through _____.

If you do not pay the total amount of rent due and owing within fifteen (15) days after service of this Notice, **excluding Saturdays, Sundays, and other judicial holidays**, upon you and you fail to quit and deliver up possession of the Premises, the owner of the Premises will institute legal proceedings against you to declare the forfeiture of the lease or rental agreement under which you occupy the Premises and to recover possession of the Premises, to recover rents and damages and recover reasonable attorneys' fees, plus Court costs.

Rent must be paid by check, made payable to _____, and delivered to: _____; whose address and telephone number are: _____, CA 91351; telephone: (____) ____-____. Payment may be made personally at the Park Office which is usually open from ____:__ a.m. to ____:__ p.m. and ____:__ p.m. to ____:__ p.m. on the following days: Monday through Friday. After normal business hours, payment may be made to the drop box at the address set forth in this paragraph.

YOU ARE FURTHER NOTIFIED that the undersigned elects to and does declare the forfeiture of your lease or rental agreement under which you hold possession of the Premises if the total amount of rent due and owing is not paid within fifteen (15) days after service upon you of this Notice.

THIS NOTICE IS INTENDED AS A FIFTEEN (15) DAY NOTICE TO PAY RENT AS PROVIDED BY CALIFORNIA LAW, INCLUDING, WITHOUT LIMITATION, THE URGENCY BILL, ASSEMBLY BILLS 3088 AND 832, SENATE BILL 91, AND THE LAWS REFERENCED THEREIN.

“NOTICE FROM THE STATE OF CALIFORNIA – YOU MUST TAKE ACTION TO AVOID EVICTION. If you are unable to pay the amount demanded in this notice because of the COVID-19 pandemic, you should take action right away.

IMMEDIATELY: Sign and return the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays. Sign and return the declaration even if you have done this before. You should keep a copy or a picture of the signed form for your records.

BEFORE SEPTEMBER 30, 2021: Pay your landlord at least 25 percent of any rent you missed between September 1, 2020, and September 30, 2021. If you need help paying that amount, apply for rental assistance. You will still owe the rest of the rent to your landlord, but as long as you pay 25 percent by September 30, 2021, your landlord will not be able to evict you for failing to pay the rest of the rent. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes.

AS SOON AS POSSIBLE: Apply for rental assistance! As part of California’s COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments. If you are behind on rent or utility payments, **YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY!** It is free and simple to apply. Citizenship or immigration status does not matter. You can find out how to start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com> right away.”

NOTICE FROM THE CONSUMER PROTECTION FINANCIAL BUREAU

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law.

Learn the steps you should take now:

- Visit www.cfpb.gov/eviction
- Or call a housing counselor at 800-569-4287

Please Note: Should you be eligible for temporary protection from eviction under the Center for Disease Control Moratorium Order (Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19), you will need to complete, sign and return the CDC Eviction Protection Declaration to the Park Management office. Timely submission of the CDC Eviction Protection Declaration form will only provide protection under the CDC Moratorium Order (if eligible/applicable), and NOT the California COVID-19 Tenant Relief Act of 2020. You must meet all the requirements as provided in the Notice from the State of California above to be protected under the California COVID-19 Tenant Relief Act of 2020.

THEREFORE, THIS IS TO NOTIFY YOU THAT *if you fail to pay the total amount of rent due and owing, or fail to return the Declaration of COVID-19-related financial distress, within the fifteen (15) day time period stated above, your tenancy is terminated.*

This notice and its contents, conditions and demands cannot be modified, amended, waived, rescinded or otherwise abrogated unless by written agreement signed by park management or park owner.

WARNING: The California Code of Civil Procedure § 1033 (b) (2), provides as follows:

(b) When a prevailing plaintiff in a limited civil case recovers less than the amount prescribed by law as the maximum limitation upon the jurisdiction of the small claims court, the following shall apply:

(1) When the party could have brought the action in the small claims division but did not do so, the court may, in its discretion, allow or deny costs to the prevailing party, or may allow costs in part in any amount as it deems proper.

(2) When the party could not have brought the action in the small claims court, costs and necessary disbursements shall be limited to the actual cost of the filing fee, the actual cost of service of process, and, when otherwise specifically allowed by law, reasonable attorneys' fees. However, those costs shall only be awarded to the plaintiff if the court is satisfied that prior to the commencement of the action, the plaintiff informed the defendant in writing of the intended legal action against the defendant and that legal action could result in a judgment against the defendant that would include the costs and necessary disbursements allowed by this paragraph.

DATED: _____, 20__

By: _____
Authorized Agent for _____

FIFTEEN (15) DAY NOTICE TO PERFORM COVENANTS OR QUIT

(To be used for notices provided July 1, 2021 to September 30, 2021)

(Code of Civil Procedure Section 1179.03(c)(6) and

Fair Debt Collection Practices Act (Regulation F) Section 1006.9)

[Park Owned Home]

TO: _____
And all Others in Possession

PREMISES: _____, Space _____
_____, CA _____
(Hereinafter the "Premises")

NOTICE IS HEREBY GIVEN that the rental or lease agreement and rules and regulations by which you hold possession of the above Premises requires performance on your part of the following covenants or agreements which you have failed to perform.

You have failed to pay the following utility and other charges for the noted time periods:

<u>TYPE OF UTILITY</u>	<u>FOR THE BILLING MONTH(S)</u>	<u>AMOUNT</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

<u>TYPE OF CHARGE</u>	<u>FOR THE BILLING MONTH(S)</u>	<u>AMOUNT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL AMOUNT OF UTILITIES AND
OTHER CHARGES PAST DUE \$ _____

WITHIN FIFTEEN (15) DAYS after service upon you of this Notice, **excluding Saturdays, Sundays, and other judicial holidays**, you and each of you are hereby required to perform said covenants or agreements or quit and deliver possession of the Premises, the owner of the Premises will institute legal proceedings against you against you to recover possession of the Premises, to declare a forfeiture of said rental or lease agreement, to recover rents and damages and to recover reasonable attorneys' fees plus court costs.

Rent and utilities must be paid by check, made payable to _____ and delivered to: _____, CA _____; telephone: _____. Payment may be made personally at the Park Office which is usually open from ___:___ a.m. to ___:___ p.m. and ___:___ p.m. to ___:___ p.m. on the following days: Monday through Friday. After normal business hours, payment may be made to the drop box at the address set forth in this paragraph.

YOU ARE FURTHER NOTIFIED that the undersigned elects to and does hereby declare the forfeiture of the rental or lease agreement under which you hold possession of the above-described Premises if said covenants or agreements are not performed within fifteen (15) days after service upon you of this Notice.

THIS NOTICE IS INTENDED AS A FIFTEEN (15) DAY NOTICE TO PERFORM COVENANTS OR AGREEMENTS AS PROVIDED BY CALIFORNIA LAW, INCLUDING, WITHOUT LIMITATION, THE URGENCY BILL, ASSEMBLY BILLS 3088 AND 832, SENATE BILL 91, AND THE LAWS REFERENCED THEREIN.

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IMMEDIATELY: Sign and return the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays. Sign and return the declaration even if you have done this before. You should keep a copy or a picture of the signed form for your records.

BEFORE SEPTEMBER 30, 2021: Pay your landlord at least 25 percent of any rent you missed between September 1, 2020, and September 30, 2021. If you need help paying that amount, apply for rental assistance. You will still owe the rest of the rent to your landlord, but as long as you pay 25 percent by September 30, 2021, your landlord will not be able to evict you for failing to pay the rest of the rent. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes.

AS SOON AS POSSIBLE: Apply for rental assistance! As part of California’s COVID-19 relief plan, money has been set aside to help renters who have fallen behind on rent or utility payments. If you are behind on rent or utility payments, YOU SHOULD COMPLETE A RENTAL ASSISTANCE APPLICATION IMMEDIATELY! It is free and simple to apply. Citizenship or immigration status does not matter. You can find out how to start your application by calling 1-833-430-2122 or visiting <http://housingiskey.com> right away.”

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Learn the steps you should take now:

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THEREFORE, THIS IS TO NOTIFY YOU THAT *if you fail to pay the total amount of rent due and owing, or fail to return the Declaration of COVID-19-related financial distress, within the fifteen (15) day time period stated above, your tenancy is terminated.*

THIS IS TO FURTHER NOTIFY YOU that pursuant to the Rental Agreement and Park Rules and Regulations under which you now hold possession of the above-described Premises, you agreed to abide and conform with the Rental Agreement and the Park Rules and Regulations.

This notice and its contents, conditions and demands cannot be modified, amended, waived, rescinded or otherwise abrogated unless by written agreement signed by park management or park owner.

WARNING: The California Code of Civil Procedure § 1033 (b) (2), provides as follows:

(b) When a prevailing plaintiff in a limited civil case recovers less than the amount prescribed by law as the maximum limitation upon the jurisdiction of the small claims court, the following shall apply:

(1) When the party could have brought the action in the small claims division but did not do so, the court may, in its discretion, allow or deny costs to the prevailing party, or may allow costs in part in any amount as it deems proper.

(2) When the party could not have brought the action in the small claims court, costs and necessary disbursements shall be limited to the actual cost of the filing

fee, the actual cost of service of process, and, when otherwise specifically allowed by law, reasonable attorneys' fees. However, those costs shall only be awarded to the plaintiff if the court is satisfied that prior to the commencement of the action, the plaintiff informed the defendant in writing of the intended legal action against the defendant and that legal action could result in a judgment against the defendant that would include the costs and necessary disbursements allowed by this paragraph.

DATED: _____, 20____

By: _____
Authorized Agent for _____

DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS

Civil Code Section 1179.02(d)

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.

Signature

Dated

Signature

Dated

For information about legal resources that may be available to you, visit <https://lawhelpca.org/>.

For information, resources, and support visit www.housingiskey.com.



Eviction Protection Declaration

The Centers for Disease Control and Prevention (CDC) has issued an order that may protect you from being evicted or removed from where you are living. **This means that you may be able to stay at the place where you live through JUNE 30, 2021, if you qualify.**

How to use this form

1. See if you qualify for eviction protection under the CDC order. If you'd like help from an expert, contact (800) 569-4287 or go to <https://www.hudexchange.info/programs/housing-counseling/rental-eviction/> to get contact information for a local HUD-approved housing counselor.
2. Sign the declaration that you qualify, on the next page.
3. Give the signed declaration page to the individual or company you rent from (for example, building management, landlord, etc.). Keep a picture or copy for your records and call your expert back if there's a problem.

1. Do I qualify?

If you can check at least one box in each column, you qualify.

Column A

I received a stimulus check (Economic Impact Payment) in 2020 or 2021

I was not required to report any income to the IRS in 2020

In 2020 or 2021, I earned (or expect to earn) **less than** \$99,000 as an individual or **less than** \$198,000 as a joint filer

You are likely to have earned under **this amount if you receive any** of the following benefits:

- Supplemental Nutrition Assistance Program (SNAP)
- Temporary Assistance for Needy Families (TANF)
- Supplemental Security Income (SSI)
- Social Security Disability Insurance (SSDI)

AND

Column B

I cannot pay my full rent or make a full housing payment because:

My household income has gone down substantially

I have been laid off from work

My work hours or wages have been cut

I have extraordinary out-of-pocket medical expenses¹

None of the above — You do not qualify.

None of the above — You do not qualify.

You checked at least one item in each column? Your income level qualifies.

[Check the first box on the next page]

2. My Declaration that I qualify

By checking the boxes below, I declare that each statement is true.

My income level qualifies for the reasons explained above

I have done my best to make timely partial payments that are as close as possible to the full payment and to get government assistance in making my rent or housing payments.²

If I were evicted, I have no other available housing options, so I would:

- Probably become homeless, **or**
- Have to move to a homeless shelter, **or**
- Have to move in with others who live in close quarters.

I understand that after I sign:

- Unless I come to an agreement with my landlord, I am still responsible for rent, back rent, and any fees, penalties or interest under my lease.
- I must still follow the conditions of my lease.
- Unless I come to an agreement with my landlord, if I fail to make my required payments, I could be evicted when this temporary halt of evictions ends.
- I can still be evicted for reasons other than not paying rent or not making a housing payment.

Troubleshooting tools for tenants

Find emergency rental financial assistance

Call (800) 569-4287 to find a listing for local HUD-approved housing counselors

Report problems with debt collection

Submit a complaint to CFPB cfpb.gov/complaint

Report discrimination

Submit a complaint.
Call HUD at (800) 669-9777

I sign this declaration³ under penalty of perjury. That means I promise that the statements above are the truth and that I understand that I can be criminally punished for lying.

You sign here:

X _____

Date: _____

3. Give this signed page to the individual or company you rent from.

ATTN LANDLORDS: Thank you for your compliance. If you violate the CDC's eviction Order, you and/or your business may be subject to criminal penalties, including fines and a term of imprisonment.

²Calling a local expert is the best way to figure out all the help that is available to you. Find a listing for a local HUD-approved housing counselor by calling (800) 569-4287.

³If you have already signed an eviction moratorium declaration, you do not need to submit another one.