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FOR IMMEDIATE RELEASE

Residential Tenants Impacted by COVID-19 Must Take Action to Receive Protection Under Governor’s Order and other Relevant Ordinances

Residential tenants who cannot afford to pay all or part of their April rent due to negative impacts from COVID-19 must take certain steps to gain legal protection available from the Governor’s recent Executive Order regarding evictions. According to Executive Director Jennifer Smith, “tenants must take timely action to protect their rights” if they have been impacted by COVID-19. The protection is not automatic. All tenants impacted by COVID-19 should seek legal assistance regarding their situation as soon as possible.

The Governor’s Executive Order applies to residential tenants statewide who have been impacted by COVID-19. The order may delay some evictions, but only if renters take certain steps. Renters who have been negatively impacted COVID-19 must notify their landlord in writing within 7 days of rent being due. The notice must include specific information and renters should keep proof of the COVID-19 impact to provide to the landlord as soon as it is available.

Tenant rights and responsibilities vary depending on where they live. Tenants in Santa Barbara County who have been impacted by COVID-19 may have additional rights and responsibilities under emergency ordinances or decrees passed by the City of Santa Barbara, the City of Goleta, the City of Lompoc, and the County of Santa Barbara. The common requirement in most of these orders/ordinances is that tenants impacted by COVID-19 must timely send a letter to their landlord to explain why they cannot pay rent, and provide proof of the COVID-19 impact.

Landlords may also be eligible to defer mortgage payments. “We strongly encourage landlords and tenants to work cooperatively together during this public health crisis,” says Jennifer Smith. “We all share a common interest in keeping everyone sheltered and safe to avoid the spread of COVID-19. The courts are already postponing routine eviction cases and the sheriff’s office is not currently enforcing lockout orders, so landlords have incentive to resolve disputes without a costly and lengthy court process.”

Tenants who can afford to pay rent should continue to pay rent. Nothing in the Governor’s order, nor in any local ordinance, relieves tenants from their legal obligations to pay rent. “The best way to avoid an eviction lawsuit is to timely pay rent if you can” says Ms. Smith.
Emergency orders and ordinances may change, so it is important for tenants to seek legal advice regarding their situation. The Legal Aid Foundation of Santa Barbara County is open and providing services by phone. The courthouse Legal Resource Centers, which provide self-help assistance in civil matters, are also open and providing service by phone. Others seeking a referral to a private attorney may contact the Santa Barbara County Bar Association Lawyer Referral Service.

Legal Aid Foundation of Santa Barbara County
Website: www.lafsbc.org
Santa Barbara: (805) 963-6754
Lompoc: (805) 736-6582
Santa Maria: (805) 922-9909

Legal Resource Centers
Santa Barbara/Lompoc: (805) 568-3303
Santa Maria: (805) 691-2457

Governor’s Executive Order EO-N-37-20 (March 27, 2020)

NOTE: The information provided in this press release is meant to for general information only and is not considered legal advice.

About the Legal Aid Foundation of Santa Barbara County
The Legal Aid Foundation of Santa Barbara County (Legal Aid) is a non-profit law firm that provides free legal assistance to Santa Barbara County residents. Its mission is to provide high-quality civil legal services to low-income and other vulnerable residents in order to ensure equal access to justice. Legal Aid changes lives through direct representation, legal advice and information, and community education. Since 1959, Legal Aid has provided legal services to those most in need in our community. Its offices are located in Santa Barbara, Lompoc, and Santa Maria.

www.lafsbc.org
Temporary Eviction Moratorium Due to Coronavirus COVID-19

On March 24, 2020, the Santa Barbara County Board of Supervisors adopted an urgency ordinance, amending Chapter 44 of the Santa Barbara County Code, to suspend evictions arising from loss of income or substantial medical expenses related to COVID-19 until May 31, 2020 (the “Urgency Ordinance”). The Urgency Ordinance, underlying 3/16/20 Governor Gavin Newsom Executive Order, and summarizing Staff Report can be found on the Santa Barbara County Board of Supervisors’ March 24, 2020 Departmental Agenda.

The Urgency Ordinance allows commercial and residential tenants to defer rent payments when they are unable to pay because of income reductions due to the Coronavirus (COVID-19) pandemic. The Urgency Ordinance became effective immediately on March 24, 2020. Tenants must provide written notice of their request for rent deferral within 7 days after the rent is due.

We are not permitted to provide legal advice to the public. Legal Aid may provide technical assistance at 805-963-6754.

Frequently Asked Questions

1. I cannot pay my rent, can the Urgency Ordinance help?

If you paid rent to your landlord previously but cannot pay your current rent due to a loss of income attributable to the Coronavirus (COVID-19) disaster, you may be able to remain in your current housing and defer rent payments until May 31, 2020.

2. How does a tenant get protection under the Urgency Ordinance?

The Urgency Ordinance allows you to delay paying all or part of your rent by sending a written notice to your landlord within 7 days after your rent is due. For example, if your rent is due on April 1, 2020, you would need to send the notice on or before April 8, 2020.

3. What does the written notice need to include?

The written notice must demonstrate inability to pay the full amount of rent due to reasons related to COVID-19, including but not limited to the following:
a. Tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
b. Tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response;
c. Tenant needed to miss work to care for a child whose school was closed in response to COVID-19; or
d. Substantial out of pocket medical expenses related to COVID-19.

4. What kind of documentation does a tenant need to include with their written notice?
Your written notice needs to include documentation or objectively verify a substantial decrease in income, such as medical records and bills, layoff or termination notices, income or revenue records, child care expenses, or other documents that show a substantial household income decrease as a result of COVID-19.

5. What can a tenant do if a landlord tries to evict them?
The Urgency Ordinance creates an “affirmative defense” to eviction for nonpayment of rent. If a landlord files an action against a tenant for nonpayment of rent, the tenant can defend themselves in court by evoking the Urgency Ordinance and demonstrating they sent written notice and supporting documentation to the owner within 7 days after rent was due. In court, the tenant will need to produce the documentation of substantial decrease in income related to COVID-19 that was contained in the written notice to landlord.

6. How long will the Urgency Ordinance be in effect?
The Urgency Ordinance’s rent deferral and eviction protection expires on May 31, 2020.

7. How long does a tenant have to pay back the rent that is deferred under the Urgency Ordinance?
The Urgency Ordinance does not specify a payback period at the present time. Owners and tenants are encouraged to work together to develop mutually acceptable repayment schedules.
Demora Temporal de Desalojo Debido al Coronavirus COVID-19

El 24 de marzo de 2020, el Concilio de Supervisores del Condado de Santa Bárbara adoptó una Ordenanza de Urgencia que modifica el Capítulo 44 del Código del Condado de Santa Bárbara, para suspender cualquier desalojo como resultado de la pérdida de ingresos o gastos médicos relacionados con COVID-19 hasta el 31 de mayo, 2020 (la “Ordenanza de Urgencia”). La Ordenanza de Urgencia, subyacente a la Orden Ejecutiva del Gobernador Gavin Newsom del 16 de marzo del 2020, y el resumen del Informe de Personal se pueden encontrar en la Concilio de Supervisores del Condado de Santa Bárbara Agenda Departamental del 24 de Marzo del 2020.

La Ordenanza de Urgencia permite que los inquilinos comerciales y residenciales puedan aplazar pagos de alquiler cuando no puedan pagar debido a las reducciones de ingresos a causa de la pandemia de Coronavirus (COVID-19). La Ordenanza de Urgencia se hizo inmediatamente efectiva el 24 de marzo del 2020. Los inquilinos deben proporcionar una declaración por escrito a su arrendador solicitando aplazar el pago de alquiler, dentro de los 7 días después de que la renta se venza.

Nosotros no ofrecemos asesoramiento legal al público. Si necesita asesoramiento legal, llame a Legal Aid al 805-963-6754 para más información.

Preguntas Frecuentes

1. ¿No puedo pagar mi renta, ¿puede ayudar la Ordenanza de Urgencia?
Si usted pagó su alquiler a su arrendador anteriormente, pero no puede pagar su alquiler actual debido a pérdida de ingresos atribuible al desastre del Coronavirus (COVID-19), es posible que pueda permanecer en su vivienda actual y retrasar los pagos de renta hasta el 31 de mayo de 2020.

2. ¿Cómo obtiene un inquilino protección bajo la Ordenanza de Urgencia?
La Ordenanza de Urgencia le permite aplazar el pago total o parcial de su alquiler. Los inquilinos deben proporcionar una declaración por escrito solicitando retrasar pagos de alquiler, dentro de los 7 días después de que la renta se venza.
Por ejemplo, si su alquiler se vence el 1 de abril del 2020, deberá enviar el aviso antes del 8 de abril del 2020.

3. ¿Qué debe incluir el aviso por escrito?
La declaración por escrito debe señalar la inhabilidad de pagar la cantidad de su alquiler en su totalidad debido a razones relacionadas con COVID-19, incluyendo y no limitante a lo siguiente:
a. El inquilino no pudo trabajar porque el inquilino fue confirmado con COVID 19 o sospechoso de tener COVID 19, o el inquilino proporcionó cuidado a un familiar con sospecha de COVID 19 o enfermedad de COVID 19;

b. El inquilino fue despedido del trabajo, o tuvo pérdida de horas u otra reducción de ingresos a causa de COVID-19, declaración de estado de emergencia, o a la orden gubernamental relacionada;

c. El inquilino necesitó faltar al trabajo para cuidar a un niño cuya escuela fue cerrada a causa de COVID-19; o

d. Gastos médicos significativos relacionados con COVID-19.

4. ¿Qué tipo de documentación necesita incluir un inquilino con su notificación por escrito?
Su declaración por escrito debe incluir documentación o verificación de reducción de ingresos significativos, tales como registros médicos y facturas, avisos de despido de empleo, prueba de ingresos, gastos de cuidado infantil u otros documentos que muestren que el ingreso del hogar fue impactado por causas relacionadas con COVID-19.

5. ¿Qué puede hacer un inquilino si un arrendador intenta desalojarlos?
La Ordenanza de Urgencia crea una "protección afirmativa" para el desalojo por falta de pago del alquiler. Si un arrendador presenta una acción contra un inquilino por falta de pago del alquiler, el inquilino puede defenderse en la corte evocando la Ordenanza de Urgencia y demostrando que informó por escrito e incluyó la documentación necesaria dentro de los 7 días indicados. En la corte, el inquilino tendrá que presentar el informe por escrito y documentación de pérdida de ingreso relacionados con COVID-19.

6. ¿Por cuánto tiempo estará en efecto la ordenanza de urgencia?
La protección contra el desalojo temporal y aplazamiento de alquiler se vence el 31 de mayo de 2020.

7. ¿Cuánto tiempo tiene un inquilino para restituir el alquiler que se aplaza bajo la Ordenanza de Urgencia?
Hasta hoy, la Ordenanza de Urgencia no especifica un período para pagar el dinero adeudado. Se le sugiere a los propietarios e inquilinos que lleguen a un acuerdo de pago mutuamente aceptable.