

Alameda County COVID-19 Eviction Moratorium

The Alameda County Board of Supervisors has enacted a temporary moratorium on evictions countywide in response to the Coronavirus (“COVID-19”) pandemic. The temporary moratorium imposes a ban on evictions for renters, homeowners and those living in mobile home parks throughout Alameda County beginning March 24, 2020 until 60 days after the expiration of the local health emergency or 60 days after December 31, 2020 (whichever is later).

This is not a rent or mortgage strike. You still owe your rent or mortgage. If you can afford to pay your rent or mortgage so without sacrificing your household’s basic needs, it may be in your best interest to pay the landlord what you can

If you cannot pay your rent or mortgage during this crisis, please reach out to your landlord or bank and begin discussion about your situation. Your back rent or mortgage payments will not result in an eviction, but your rent or mortgage payments are still an obligation that must be paid. The ordinance allows tenants up to 12 months, starting from the date rent was due, to repay the overdue rent. The ordinance does not cover homeowners’ mortgage payment or repayment; you may contact your bank with any mortgage questions or negotiations.

Under the ordinance, no documentation is required of a tenant or homeowner to stop an eviction proceeding. However, if you provide documentation that you have a COVID-related impact that made you unable to pay rent on time, the ordinance prohibits your eviction and there are no exceptions. If you do not provide documentation or are being evicted for any reason besides nonpayment of rent, there are three exceptions to the eviction ordinance:

1. It is necessary to comply with a government order (for example, if your unit is “red-tagged”)
2. Your landlord takes your unit off the market (Ellis Act);
3. There is an imminent health or safety concern (for example, black mold), not including suspected exposure to COVID-19.

The ordinance allows tenants 12 months from the date rent became due to repay rent that became overdue between March 24 and 60 days after the end of the local public health emergency or 60 days after December 31, 2020 (whichever is later). Landlords cannot charge late fees or take punitive action. Even after this 12-month period ends, landlords cannot evict tenants for this overdue rent. However, once the eviction moratorium is over, the next month’s rent is due and non payment of that rent could be considered grounds for an eviction.

The Alameda County Board of Supervisors has funded an anti-displacement program called AC Housing Secure. For more information or assistance, please contact AC Housing Secure legal services agencies at the phone numbers provided below or on this website:

[\(https://www.centrolegal.org/achousingsecure/\)](https://www.centrolegal.org/achousingsecure/)

FOR TENANTS:

Centro Legal de la Raza

centrolegal.org

510-437-1554

Eviction Defense Center

www.evictiondefensecenteroakland.org

510-452-4541

East Bay Community Law Center

ebclc.org

510-548-4040

Bay Area Legal Aid

baylegal.org

888-382-3405

Asian and Pacific Islander Legal Outreach

apilegaloutreach.org

(Oakland residents only)

510-251-2846

FOR HOMEOWNERS

HERA Housing and Economic Rights Advocates

heraca.org

(510) 271-8443

FAQ for Tenants

Q: I am a tenant; how do I ensure I am protected by the County's Moratorium

A: Don't panic! You are already protected from eviction by the county's moratorium on all evictions unless your landlord proves that one of three exceptions listed apply. No documentation or other action is required from you to qualify. However, if you qualify for protections under the moratorium on evictions for nonpayment of rent because of COVID-19, we encourage you to provide one or more of the pieces of documentation listed above to your landlord within 45 days of their request for such documentation or 30 days after county public health emergency order is lifted in order to ensure you have the fullest protection possible.

Q: I received a Notice of Termination, what do I need to do?

A: Don't panic! Unless you are being evicted in order for your landlord to take their unit of the rental market, to comply with a government order or due to an imminent health and safety concern, and you do not have a COVID-related impact, the County ordinance prohibits your eviction. Keep any communications or notices you receive from your landlord and remain in your unit. For further assistance, contact the above organizations.

Q: What kinds of documentation can show I have a COVID-related impact?

A: If you have a substantial loss in income, substantial out-of-pocket medical expenses or extraordinary child care needs due to school closures, you can provide any of the following documentation to your landlord if documents are requested. It is your choice which document to provide:

1. A statement signed by you about your qualifying loss, including facts demonstrating the loss and your inability to gather other documentation;
2. A letter from your employer or other income source citing COVID-19 as a reason for reduced hours, termination or substantial reduction in pay;
3. Employer paycheck stubs showing a reduction in pay following the COVID-19 outbreak;
4. Bank statements showing a reduction in income following the COVID-19 outbreak;
5. Documents showing payment of substantial out-of-pocket medical expenses caused by COVID-19;
6. Documents showing the closure of a school or childcare facility where your child would otherwise be during working hours.

Q: My landlord has offered me an incentive if I waive my rights granted under this ordinance, is this allowed?

A: While the County does not control the agreements you and your landlord make, the County ordinance does not allow any waiver of the rights it grants. If you signed such an agreement or are being told to do so, please know that the County ordinance prohibits its enforcement.

Q: My city has its own eviction moratorium, does that ordinance or the County's apply to me?

A: Your city may elect to have its ordinance's stronger protections apply. For information on what parts of which ordinance apply to you, please contact the AC Housing Secure organizations listed above.

Q: How long will the temporary moratorium last?

A: The moratorium is effective from March 24, 2020 through 60 days after the end of the local health emergency or 60 days after December 31, 2020 (whichever is later).

Q: I'm a landlord and my tenant's inability to pay rent has created a financial hardship for me. Can you help me?

A: While landlords in Alameda County are prohibited from evicting qualifying tenants impacted by COVID-19, there are programs for property owners. For assistance with your lender, please contact **HERA** at (510) 271-8443 to assist you with inquiring about your options. Please also refer to the FAQ for property owners.

If you still have questions or need assistance, please contact Centro Legal De La Raza at 510-437-1554.

FAQs for Property Owners Impacted by COVID-19

Q: What should I do if I can't pay my mortgage?

A: Property owners impacted by COVID-19 may be eligible for temporary relief if your loan is owned or guaranteed by a federal agency including Fannie Mae, Freddie Mac, the Federal Housing Administration, U.S. Department of Veterans Affairs and U.S. Department of Agriculture. Whether your loan is owned by the government, a national or state charter bank, or

private institution, you may be eligible to reduce or delay payments for up to 12 months. This type of arrangement is called a forbearance plan/agreement.

Furthermore, lenders may be limited in initiating foreclosures during the State of Emergency related to COVID-19. Please contact the homeownership counselors at HERA - (510) 271-8443 to assist you with inquiring about your eligibility or other foreclosure avoidance options.

Q: What protections does the Federal Cares Act provide?

A: The Federal CARES Act provided additional protections to all homeowners. Beginning on March 19 and ending August 31, a loan servicer cannot start a foreclosure, or finalize a foreclosure judgment or sale, for 60 days. If you have a financial hardship because of COVID-19, you can get a forbearance for up to 180 days, plus one extension for another 180 days. You must ask your servicer for this forbearance. You may have to write a letter explaining your coronavirus hardship but won't need third-party documentation.

During forbearance, your payments are temporarily suspended, but not forgiven. You will have to pay them later. "There will be no additional fees, penalties or additional interest (beyond scheduled amounts) added to your account" during the forbearance, according to the Consumer Financial Protection Bureau. In addition, the servicer should not report late payments to credit bureaus during this period.

These provisions apply to government-backed loans on one- to four-family homes, including condo units, even if they are rented out.

Q: What happens at the end of the forbearance period?

A: Ask your servicer this question in advance and get the answer in writing.

Normally at the end of a forbearance, the servicer can demand all missed payments in a lump sum, says the National Consumer Law Center. But your lender may offer additional options, again depending on who owns the loan and the borrower's circumstances. Discuss this with your bank in advance of signing any forbearance agreement. Other options could include:

- The bank could tack the missed payments onto the end of the loan, which would extend the term but not the payment.
- The bank could add the missed payments to the balance, which would raise the payment but not term.
- The bank could demand the funds in a lump sum at the end of the forbearance period.
- The bank could agree to other loan modifications such as a lower interest rate.

If the loan is backed by Fannie or Freddie, the servicer must try to contact the borrower no later than 30 days before the forbearance ends. The servicer "must make clear repaying all at once is not the only option — it's only one of many. Servicers are supposed to work with borrowers to find a repayment plan that works best for both parties," the Federal Housing Finance Agency, which regulates Fannie and Freddie, said in an email.

You can contact one of HERA's foreclosure counselors at (510) 271-8443, to assist you with inquiring about your options.

Q: How can I find out if my loan is government-backed?

A: If you can't reach your servicer, you can find out if your loan is backed by Fannie Mae at www.knowyouroptions.com/loanlookup or Freddie Mac at www.freddiemac.com/loanlookup/. For FHA and VA loans, check your monthly loan statement or find the HUD-1 Settlement Statement you got when you bought the home.

Q: Will I be charged a late fee?

Depending on the assistance provided by your lender, late fees may be waived during the agreement period. Please contact your bank for specific information about your situation.

Q: Will my credit be impacted for not making payments?

A: Depending on the assistance provided by your lender, negative reporting to the credit bureaus may be suspended for the duration of the agreement period.

Q: What is considered a COVID-19 hardship?

A: A COVID-19 hardship could be; a reduction or loss of income due to reduced hours, layoffs, or substantial decrease in business income caused by any local, state, or federal government response to COVID-19, or if you or someone you are caring for is being treated for the disease.

Q: My property is currently in foreclosure, are there any protections for me?

A: If your property was in foreclosure prior to the pandemic/protection orders, you still may be protected. If eligible, your foreclosure will be suspended for 60 days (foreclosure moratorium). Please contact one of HERA's foreclosure counselors at (510) 271-8443, to assist you with inquiring about your eligibility.