

General AB 3088 Questions

Can you accept payment after you gave them the 15 day for the initial period?

Yes, you can.

I didn't provide my tenants with the AB 3088 notice before 9/30/20. Can I still give this notice to the tenant??

Yes, you can.

AB 3088 specifically only applies to residential tenants is that correct? If so, is there one for commercial tenants?

No. For commercial, please look up your local municipality ordinances.

25% owed by Jan 31 2021, is this accumulation of the total owed from March -Jan 31 2021 or Sept - Jan 31 2021?

All of the above. It all becomes due at the same time.

When do they have to notify you that they have been affected by COVID? Is there a deadline or cut off?

Within the days of when you serve the 15 day notice.

Are there any good new form rental agreements out there that include language related to these new laws? Or, at least any new provisions to include in rental agreements?

Check with your local apartment associations.

Can we ask for proof that they have been affected by COVID? IE last 6 months bank statements, letter from employer, proof of PPPE, current pay stubs etc.

That's what the declaration is for and it's required.

Do we have to accept rent if resident does not provide proof of hardship caused by COVID?

Why wouldn't you accept the rent?

Does the tenant need to provide new proof of hardship caused by Covid each month or can they use the same proof?

Yes, each month that you serve the 15 day notice, they are required to fill out the declaration.

If the tenant has already paid 25% of rent do they still need to bring in signed paperwork?

Yes, they still need to fill out the declaration and they still owe 75% of the rent.

Is there a legal service you can recommend to perform all of these actions?

Fast Eviction Service. Please call us at 1-800-686-8686.

How does AB 3088 apply to homeowners renting spare bedrooms?

Same rules apply. It falls under residential category.

Does the tenant only need to fill out the declaration or needs to actually provide proof of being affected by COVID such as positive test?

The declaration is all that's required.

If our tenant has new roommate, who is not on the lease, does he have to sign the declaration of 15 days' notice too? We started eviction back in February, when will it continue?

This could be considered a "cause" for eviction. Please contact your legal counsel. Most courts opened October 5th, so expect things to start moving forward.

What about rents owed prior to March 2020, can we proceed on 3 day notice served in Jan or Feb of 2021?

If you have rent money owed pre COVID, the process is a 3 day notice to pay rent or quit and start the eviction now.

General AB 3088 Eviction Related Questions

"Right to Own" property in San Diego and posted a 60 day Notice (with intention to sell). Does the tenant have claim to continued possession? (She is citing health/safety concerns and has paid all rent.)

They could but this would now rely on AB 1482 (just cause). The cause would be permanently removing it from rental market.

I served a 3 day notice on 10/05/20 for October rent. They still have not paid. What can I do?

As of 9/1/20, the law changed. A 3 day notice is no longer valid at least until 1/31/21. We recommend you serve a 15 day notice both for September and October.

Have the courts gotten even more lenient since the pandemic started?

No, they've gotten stricter.

Once a tenant is served and fails to pay even the 25% - can we start the eviction process and have it go straight thru? (Or will we have to wait until 1/31/2021) to lock that tenant out?

The 25% isn't due until 1/31/21 so we would have to wait.

How many months of non-rent payments must we endure before we can evict?

That's a great question to ask your governor. We could only evict with "cause" for now. If you're looking for the money, you'd have to wait until March of next year, just our guess.

Can we start eviction the residents who didn't sign the declaration?

You can, however, take note there is a risk involved. They can bring the declaration to the judge in court and the judge will most likely side with the tenant.

I have a single family home in unincorporated LA County. Is it correct that AB 3088 took away my exemption from state rent control, ie that I can no longer evict for lease expiring back in June?

You can't terminate tenancies with a federal order to shelter in place.

How about if I want to take the property off the rental market? What sort of notice do I need to give? Will I be able to evict on that ground at the end of the notice period?

If you want to remove it from the rental market, you can. Please consider that when you remove your home from the rental market, you must remove it for at least 5 years.

How are UD judges ruling to non-COVID cases? Are they biased by the new law?

We don't know yet. The courts just opened. We'll keep you posted.

Does AB 3088 have a five year stipulation?

If you're asking about how long your rental needs to stay off the market to evict with just cause after removing your property off the rental market under AB 1482, then yes. You must wait 5 years before putting back on the market.

If the 15 day has been given along with the declaration and the COVID protection laws AND the tenant has sent back the declaration timely, when is the soonest the UD can be filed?

February 1st, 2021 if you're not paid in full.

What do we do if they sign all papers and don't pay there 25%

The 25% of the rent isn't due until 01/31/21.

Simple question - On 2/1/2021 can I serve a 3 day notice for the full amount owing (9/1/20 -1/31/21)

The way the law sits now, the answer is yes. We firmly believe there will be a new law that will change this.

My tenant's lease has expired. Does this have any effect on the eviction factor in any way?

You can't terminate tenancy under a Federal order to shelter in place.

Can you evict if the lease expires and you don't want to renew to them?

You can't terminate tenancy under a Federal order to shelter in place.

Non AB 3088 Related Eviction Questions

What if an eviction notice was placed on February 5 and the eviction company processed the paperwork in March. This was not a COVID case. It is a tenant at will. The tenant is still in my home and I have been paying the utilities since then. What can I do?

Once the courts opened on 10/5/20, this case should continue forward.

How about hold over tenants from foreclosed property? Can they be served 3 day notice as before?

You would need to serve a 3/90 notice.

Can a private lender foreclose and evict current owner occupant?

Not under AB 3088.

What about selling property, can a landlord give a 30 days' notice to take possession to sell the property?

Only if you are permanently removing it from the rental market.

Can I sell the home and give notice to the tenant if they are on month to month and tell them the owner is selling for financial reasons due to COVID?

Yes. It is a "cause" eviction under AB 1482. Please take note that the reason for terminating tenancy must be on the notice.

What if the tenant moved out and sublet the unit without permission and there is no option in the lease to do so. Even though they claim shelter in place, they are squatters. Can we evict on this basis?

Unauthorized occupants is most likely what you're looking to do. Please check with your legal counsel.

Tenant at will has a lock on the gate and are hostile. What do I need to do to get in and check property. Son who lives in a camper outside of home saw us drive by threatened us when we drove by to look at the property.

24 hour notice to enter for preventative maintenance or for agreed upon repairs.

When can we expect pre-COVID evictions to continue?

Now.

If I want to evict my tenant because I want to move back to my property, I need to serve the 60 day eviction forms. In that case I cannot rent my property again for the next 5 years?

That is correct.

How do we remove squatters from an RV in a mobile home park?

You must go through the eviction process. Remember there must be a cause to evict at this time.

15 Day Notice Related Questions

Does the 15 day notice have to be served in different languages for non-English speakers?

If your original paperwork is all in English and everything you've ever done is in English, keep it all in English. If you switch for even one notice to a different language, you must from that point forward provide that tenant with different language notices.

Do we server a 15 day notice every month, if so September through January 2021 is the transition period, and do we include the September rent in October's notice?

Every month that they don't pay rent, yes.

Where can I get a blank copy of the 15-day notice?

Please contact your apartment association or your legal counsel. They should provide these forms for you.

Which one should I do? A 3 day or 15 day in case of perform or quit in SAN BERNARDINO

If it's money related, it must be a 15 day notice. If it's not for money, it can be a 3 day.

On the transitional period (rent due from Sep 2020-Jan 2021) please advise if the landlord will mail the 15 day notice every month?

Yes, you must serve a tenant with a notice for every month they fail to pay rent.

AB 3088 VS Other Ordinances Related Questions

How is COVID affecting the Ellis Act eviction process?

Please contact your legal counsel. There isn't a generic answer, it varies on a case by case basis.

I have a question regarding how the new COVID laws effect "Ellis Act Evictions" Specifically, what about Ellis Act Evictions that were initiated in 2019 and the 1-year notice to the tenants expired in 2020 after the March 2020 lockdown and new eviction moratoriums. Even more specifically, if the tenants who have been noticed with the Ellis Act send in their rent does that have an impact on the Ellis Act eviction process?

In this case, please contact your legal counsel.

If you are in LA County rent control do you need to serve the 15 day notice every month? My understanding is LA County has extended the moratorium until the end of October therefore we can't serve the 15 day notice, correct?

Every month the tenant fails to pay rent, yes. Along with a declaration and the disclosure of the Tenant Protection Act of 2020.

LA County has a moratorium preventing evictions for just cause and for unauthorized pets and unauthorized occupants. So isn't it true we can't evict for rent or for non-rent?

You can only evict for "just cause" at the moment.

What if single family residence in LA county so state rent control didn't used to apply. If lease was up during moratorium, can I evict or does 3088 apply just cause to formerly exempt property?

You can't terminate tenancy under a Federal order to shelter in place.

Landlord Assistance Related Questions

What happens if we can't make mortgage?

Talk to your lender. Explain that your tenant isn't paying rent and they will most likely provide a forbearance which then must be passed to your tenant.

How do tenants know whether I've received forbearance?

The courts have changed their procedures to ask these questions under penalty of perjury before an eviction can be filed.

Does forbearance affect your credit?

Not necessarily. It only extends the terms of the loan.

My mortgage broker told me if I miss any payments or ask for forbearance on my loan this will hurt me later if I decide to refinance. No banks will touch my refinance, is this true?

That's a question for your lender, not for us.

Small Claims Related Questions (Owed Rent)

When will be able to collect through small claims any rents owing from March - August (What date can we actually file the Small Claims, and can your office assist in this?)

March 1st, 2021.

If a tenant complies and pays the 25%, how and when do go about collecting the other 75%?

The 75% owed is due on February 1, 2021. You can then file a small claims on March 1st, 2021.

Covenant Related Questions

In COVID times can you evict if tenant refuses to submit renter's insurance even though it's in their lease?

This would be a 3 day curable breach of covenant. Please ask your legal counsel based on your property's location.

Are dogs and additional people not listed on the lease still protected under COVID 19 protections?

This would be an unauthorized pet and occupant violation. Serve a 3 day notice curable breach.

What new eviction paperwork is now required for evictions during COVID but NOT for unpaid rent? Specifically for 30 day notices in shared housing without cause stated (May 2020), & nuisance & public health & safety issues (Feb 2020)?

For now, you can only evict for "cause" reasons.

What if they bring in a medium size dog under a no pet lease?

This would be an unauthorized pet violation. Serve a 3 day notice curable breach.

Do tenants have the right to refuse inspection because of COVID concerns?

Within reason, yes.

For a duplex, if we only have one tenant complaining about a nuisance, can we do the 3 day curable breach? Or do we need something from a police report or legal form of some sort?

The 3 day curable breach is a legal form. If you have a police report, you can add the information to the notice.

So we can give a 3 day to residents who are causing issues with other residents and getting noise complaints still?

Yes. It's called the "right to quiet enjoyment."

Other

For property in Los Angeles County in un-incorporated and incorporated, can I raise the rent and how much can I raise it?

You can't raise rents while we have a Federal order to shelter in place. We also haven't heard from fair housing when it would be a good enough time to wait to make rent increases and not be considered "retaliatory". We also have to be concerned with Ca. Penal Code 396.(b) where it states increasing rent

by more than 10% during a state of emergency can be punishable by jail time and a fine. I don't look good in orange, how about you?

What if they notify you they are breaking their lease and are currently behind?

Hit the easy button and let them go. You can pursue the money they owe you in small claims next year.

Can I sell my property while they are still living there?

Yes you can.

What about charging late fees?

You can't raise rents while we have a Federal order to shelter in place. We also haven't heard from fair housing when it would be a good enough time to wait to make rent increases and not be considered "retaliatory". We also have to be concerned with Ca. Penal Code 396.(b) where it states increasing rent by more than 10% during a state of emergency can be punishable by jail time and a fine. I don't look good in orange, how about you?

What if the tenant will not respond to ANY notice and has not paid since March?

As our paralegal recommended, you should serve a 24 hour notice to enter. If they fail to respond, serve another one but this time with law enforcement involved to keep the peace. Make sure you record you posting the 2nd notice. You can then post a 3 day curable breach of contract and start an eviction.

What if you notice the tenant to enter for inspections and they have changed the locks and physically won't allow you to enter?

Changing the locks is a non-authorized modification to the property without written consent of the landlord. You can serve a 3 day curable breach of contract notice.

In the case of a recovery home with other residents in the household, is a 30 day notice to vacate adequate for a resident who is making life miserable for housemates & causing others to move out?

If they're violating their written rental agreement, it would be a 3 day notice to cure or quit.

If I tenant doesn't respond to a 24 hours' notice to view property what can I do?

As our paralegal recommended, you should serve a 24 hour notice to enter. If they fail to respond, serve another one but this time with law enforcement involved to keep the peace. Make sure you record you posting the 2nd notice. You can then post a 3 day curable breach of contract and start an eviction.

Tenants are damaging inside property. Our attorney wants photos of the inside property to begin the eviction process (evicting them due noncompliance of rules: maintaining property), BUT tenant is refusing entry to the unit. What can you do?

As our paralegal recommended, you should serve a 24 hour notice to enter. If they fail to respond, serve another one but this time with law enforcement involved to keep the peace. Make sure you record you posting the 2nd notice. You can then post a 3 day curable breach of contract and start an eviction.

I definitely want to see the inside of the unit and confirm that the place is habitable, BUT tenant is refusing entry even with appropriate notice. What do you do?

As our paralegal recommended, you should serve a 24 hour notice to enter. If they fail to respond, serve

another one but this time with law enforcement involved to keep the peace. Make sure you record you posting the 2nd notice. You can then post a 3 day curable breach of contract and start an eviction.

If I'm buying a single family house with a non-compliant tenant, is it better to buy in my personal name vs. LLC or Corp to avoid just cause ejection?

We can't answer that at this time. In the meantime, vote NO on Prop 21.

Do you have a referral of where we can call to get specific questions answered for instance with shared housing recovery homes & public health & safety ex parte issues?

Please call Fast Eviction at 1-800-686-8686.

If we've paid fast eviction to handle eviction already do we need to document still like we haven't paid? or will we be getting a refund on that?

Please call Fast Eviction at 1-800-686-8686 to go over your specific case.