

CALIFORNIA STATE ORDERS SAN DIEGO

Statewide Residential Eviction Moratorium: <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.27.20-EO-N-37-20.pdf>

California Shelter in Place Order: <https://covid19.ca.gov/img/Executive-Order-N-33-20.pdf>

California Exempt Workers: <https://covid19.ca.gov/img/EssentialCriticalInfrastructureWorkers.pdf>

COUNTY

COUNTY	EVICTION MORATORIUM/RENT DEFERRAL ACTIONS	TIME PERIODS IN EFFECT
San Diego	<p>Applies to only unincorporated parts of San Diego County.</p> <p>Residential and Commercial: Landlord shall not take action to evict a tenant for not timely paying rent that was due on or after March 4, 2020, if the tenant provided written notice to the landlord, within 15 days after date rent was due or passage of the County resolution, whichever is later, that the tenant is unable to pay rent due to Financial Impacts related to COVID-19. The County defines financial impacts as a substantial decrease in household income for residential tenant, or in business income for a commercial tenant, or substantial out-of-pocket medical expenses caused by COVID-19 or any local, state or federal response to the same. Verifiable documentation to support the assertion of Financial Impacts related to COVID-19 are to be delivered within two weeks of the giving of notice to landlord. Failure to timely provide substantiating documentation permits landlord to pursue any enforcement action in accordance with state and local laws.</p> <p>On June 1, 2020, a tenant who provided the required notice and documentation is given up to three months to pay the rent owed to the landlord before the landlord may recover possession due to missed rent payments covered by this resolution. If the tenant remains unable to pay the rent due to the financial impacts related to COVID-19 as of that date, the tenant may provide the landlord another notice and additional documentation and thereby extend the payment date by an additional one month.</p> <p>https://bosagenda.sandiegocounty.gov/cob/cosd/cob/doc?id=0901127e80ba3710</p>	March 24, 2020 - May 31, 2020

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CITY

CITY	EVICTION MORATORIUM/RENT DEFERRAL ACTIONS	TIME PERIODS IN EFFECT
San Diego	<p>Residential and Commercial: Landlord shall not take action to evict a tenant for not timely paying rent that was due on or after March 12, 2020, if the tenant provided written notice to the landlord, on or before the date the rent is due, that the tenant is unable to pay rent due to Financial Impacts related to COVID-19. City defines "Financial Impacts" as a substantial decrease in household income for residential tenant, or in business income for a commercial tenant, due to business closure, loss of compensable hours of work or wages, layoffs, or substantial out-of-pocket medical expenses. Requires tenant to submit verifiable documentation to support the assertion of Financial Impacts related to COVID-19 within one week of notice to landlord. Failure to timely provide substantiating documentation permits landlord to pursue any enforcement action in accordance with state and local laws.</p> <p>If tenant complies with the requirement, prohibits a landlord from taking any of the following actions based on the tenant's nonpayment of rent: charge or collect any late fees for rent that is delayed for the eligible reasons, serve a notice, file, or prosecute any action to obtain possession of the property rented by that tenant or otherwise endeavor to evict that tenant for nonpayment of rent.</p> <p>Tenants shall have up to six months from March 25, 2020 or withdrawal of Governor's Executive Order N-28-20, whichever occurs sooner, to pay the landlord all unpaid rent. If tenants opt to move out while this Ordinance is effective, all rent is due upon move out unless lease dictates otherwise. At the end of six-month period, landlord may evict a tenant who has not paid all unpaid rent.</p> <p>https://docs.sandiego.gov/council_reso_ordinance/rao2020/O-21177.pdf</p> <p>https://www.sdhc.org/wp-content/uploads/2020/05/R-313043.pdf</p>	March 19, 2020 - June 30, 2020
Coronado	Residential and Commercial: None	
Chula Vista	<p>Residential and Commercial: Landlord shall not take action to evict a tenant for: (1) nonpayment of rent if the tenant demonstrates inability to pay due to Financial Impacts of COVID-19; or (2) a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord. Tenant must notify landlord in writing within 7 days of rent being due AND provide documentation of inability to pay within 7 days of the notice.</p> <p>Writing includes text and email communications if tenant and landlord have previously corresponded that way.</p> <p>Tenant has up to six months after expiration of this ordinance to pay the back-due rent. If tenant chooses to move, all rent is owed immediately unless otherwise stated in lease. Landlords may not charge late fees on such back-due rent. City defines Financial Impacts of COVID-19 as</p>	March 18, 2020 - May 31, 2020 (foreclosure related evictions); March 18, 2020 - Rescission of Ordinance (other covered evictions)

	<p>including, but not being limited to, (1) being sick with the COVID-19 or caring for a household or family member who is sick with the COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with an order from a government health authority to stay home, self-quarantine, or avoid congregation with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses; or (5) child care needs arising from school closures related to COVID-19. The City has also restricted eviction associated with certain foreclosures.</p> <p>https://www.chulavistaca.gov/home/showdocument?id=20639</p>	
Carlsbad	<p>Residential: None</p> <p>Commercial: Tenant must have been current on rent when the statewide emergency was declared on March 4, 2020 and notify the landlord in writing, including email prior to rent being due or up to 10 business days after. The tenant also must be able to prove that the inability to pay is related to the COVID-19 emergency's effect on the tenant's business. Identified examples of reasons that qualify include: 1) tenant was not able to fully operate a) not being deemed an essential business, b) the business is in a federal or state critical sector that could not operate due to social distancing or other requirements imposed by state or local officials, or c) the business is in a federal or state critical sector and the owner was sick, showing symptoms, directly exposed to COVID-19, was caring for someone who was sick, showing symptoms, directly exposed to COVID-19 or caring for a minor whose school was closed due to COVID-19 and/or 2) the tenant experienced substantial decrease in business income resulting from COVID-19, declared emergency or related government response.</p> <p>Tenant must provide documentation within 10 business days of providing the notice. If documentation is not provided landlord may pursue enforcement actions. Tenant will still be responsible for paying the back rent plus any late fees. Tenant must pay all back-due rent within three months of the expiration of the declared local emergency. If tenant chooses to move, all rent is due upon vacancy.</p> <p>https://cityadmin.carlsbadca.gov/civicax/filebank/blobdload.aspx?BlobID=43283</p>	March 4, 2020 - until declared local emergency is lifted.
Del Mar	<p>Residential: None</p> <p>Commercial: Landlord shall not take any action against tenants who are impacted by COVID-19 for not timely paying rent that was due on or after March 16, 2020 if, prior to April 2, 2020, rent was timely paid and the tenant provided written notice of Financial Impacts related to COVID-19 within 7 days of rent being due.</p> <p>Financial Impacts mean a substantial decrease in business income due to business closure, reduction of hours of operation, loss of compensable work, layoffs or workforce reduction caused by COVID-19. Financial Impacts are related to COVID-19 if it is caused by COVID-19 or compliance with any associated governmental response, order, or guidance, the need to care for a household or family member who is sick or suspected to be sick with COVID-19, or the need to care for a child whose school closed due to COVID-19.</p> <p>The ordinance does not prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner or relieve a tenant of liability for unpaid rent after the expiration of the moratorium. Tenant shall retain documentation and may provide it to landlord no later than the time at which payment of back-due rent occurs.</p> <p>https://www.delmar.ca.us/DocumentCenter/View/6694/Item-8---City-COVID-Response-Efforts</p>	March 16, 2020 - May 31, 2020 or withdrawal of Executive Order N-28-20 whichever is sooner
El Cajon	<p>Residential and Commercial: None</p> <p>https://www.cityofelcajon.us/resident-services/public-safety/coronavirus-covid-19-updates</p>	

<p>Encinitas</p>	<p>Residential and Commercial: Landlord shall not take action to evict tenants for not timely paying rent due to COVID-19. Tenants must experience a financial impact related to COVID-19 as defined in the emergency ordinance. Tenant must provide written notice on or before the day rent is due. For rent that was due between March 27 and April 1, 2020, notice can be provided by April 7, 2020. Within 2 weeks of providing notice, tenant shall provide landlord supporting documentation.</p> <p>A financial impact is related to COVID-19 if it is caused by the COVID-19 pandemic or any governmental response to the pandemic including complying with any public health orders or recommended guidance related to COVID-19 from local, state, or federal governmental authorities; being sick with COVID-19; caring for a household or family member who was sick with a suspected or confirmed case of COVID-19; or caring for a child whose school was closed in response to COVID-19. Tenants will have up to six months from the end of the moratorium period to pay all back-due rent.</p> <p>https://encinitasca.gov/Portals/0/City%20Documents/Documents/City%20Manager/COVID-19/Urgency%20Ordinance%202020-07.pdf?ver=2020-04-02-201037-143</p>	<p>March 27, 2020 - until local emergency is terminated or withdrawal of Executive Order N-28-20, whichever is sooner</p>
<p>Escondido</p>	<p>Residential and Commercial: A landlord may not evict a tenant for nonpayment of rent if the tenant provided notice that they are unable to pay rent due to Financial Impacts related to COVID-19 within 7 days after rent is due or within 7 days after the effective date of the ordinance (April 8, 2020), whichever is later.</p> <p>Financial Impacts means a) substantial decrease in household or business income (including decreases caused by layoffs, reduction in compensable hours, decrease in income due to a decrease in hours open for business, or decrease in consumer demand) or substantial out-of-pocket medical expenses; or b) decrease in household or business income and/or substantial out-of-pocket medical expenses due to a governmental response to COVID-19.</p> <p>Tenant must provide written notice and deliver such notice under the terms of the lease. If no lease exists, notice must be provided personally, by U.S. mail, email, or text message. Within 14 days of providing notice or within such time as possible due to events outside the tenant's reasonable control, but not more than 21 days, tenant shall provide documentation to landlord. If documentation is not provided, landlord may pursue eviction. The ordinance does not relieve a tenant of the obligation to pay rent, or restrict a landlord's ability to recover past rent due, imposed by an underlying rental or lease agreement.</p> <p>https://www.escondido.org/Data/Sites/1/media/agendas/Council/2020/04-08-20CCMeetingAgendaPacket.pdf</p>	<p>March 16, 2020 - May 31, 2020</p>
<p>Imperial Beach</p>	<p>Residential: The ordinance prohibits evictions for non-payment of rent, or due to a foreclosure, if those events resulted from a documented substantial decrease in household or business income or a substantial out-of-pocket medical expense caused by the COVID-19 crisis or a federal, state or local agency response to COVID-19. The tenant must provide notice and required documentation to the landlord within 30 days of rent being due. The City's resolution does not relieve a tenant from the obligation to pay rent, nor restrict a landlord's ability to ultimately recover rent due.</p> <p>Commercial: None.</p> <p>https://destinyhosted.com/imperdocs/2020/CC/20200317_54/69_03-17-20_Discussion_Item_2.pdf</p>	<p>March 17, 2020 - May 31, 2020</p>

La Mesa	<p>Residential and Commercial: The City extended, until May 31, 2020, California Penal Code section 396's prohibitions on evictions during a proclaimed State of Emergency. In addition, prohibits evictions for non-payment of rent, or due to a foreclosure, if those events resulted from a documented substantial decrease in household or business income or a substantial out-of-pocket medical expense caused by the COVID-19 crisis or a federal, state or local agency response to COVID-19. The City expressly stated that nothing in its ordinance relieves a tenant from the obligation to pay rent or restricts the landlord's ability to recover rent that is due.</p> <p>https://www.cityoflamesa.us/1615/COVID-19-Coronavirus-Information</p> <p>https://www.cityoflamesa.us/DocumentCenter/View/15770/Executive-Order-01-2020-PDF</p>	March 17, 2020 - May 31, 2020
Lemon Grove	<p>Residential and Commercial: None</p> <p>https://www.lemongrove.ca.gov/community/covid-19</p>	
National City	<p>Residential and Commercial: Landlord shall not take action to evict tenants for not timely paying rent that was due on or after March 17, 2020 if tenant provided written notice that they are unable to pay rent due to Financial Impacts related to COVID-19 on or before rent was due or within reasonable period of time (not to exceed 7 days). For rent that was due between March 17, 2020 and April 7, 2020, the tenant will have until April 14, 2020 to provide written notice.</p> <p>Financial Impacts means tenant was unavailable to work because they were sick or caring for household or family member with suspected or confirmed case of COVID-19; tenant experienced lay-off, loss of hours, or other income reduction resulting from COVID-19, state of emergency or related governmental response; or tenant needed to miss work to care for a child whose school was closed due to COVID-19.</p> <p>Written Notice can include email or text if tenant and landlord have previously corresponded that way.</p> <p>Within 30 days of rent being due, tenant shall provide documentation showing the inability to pay rent due to Financial Impacts related to COVID-19. Tenant must provide additional documentation for each month rent is not paid. If tenant does not provide documentation within the timeframe, landlord may pursue enforcement actions. If tenant complies with requirements in the ordinance landlord may not charge or collect late fees. Tenants shall have up to six months from April 7, 2020 or withdrawal of Executive Order N-28-20, whichever is soonest, to pay all back-due rent or enter into a written and fully executed repayment plan with their landlord. If tenant chooses to move, all rent is owed immediately unless otherwise stated in lease.</p> <p>https://www.nationalcityca.gov/home/showdocument?id=23731</p>	March 17, 2020 - June 30, 2020
Oceanside	<p>Residential and Commercial: Landlord shall not evict individuals or businesses for nonpayment of rent because of a substantial decrease in household or business income, or a substantial medical expenses caused by COVID-19 or any local, state or federal government response to the same. The tenant must (i) notify landlord in writing prior to the rent being due; (ii) provide the landlord with objectively verifiable written documentation to support the claim within one week of providing the notice of inability to pay rent; and (iii) pay any portion of the rent they are able to pay.</p> <p>The resolution applies to nonpayment eviction notices and unlawful detainer actions filed after March 18, 2020. This does not relieve the tenant of their obligations under the lease or restrict landlord's ability to ultimately recover rent due.</p> <p>https://www.ci.oceanside.ca.us/civicax/filebank/blobdload.aspx?blobid=52120</p>	March 25, 2020 - May 31, 2020

Poway	<p>Residential: None</p> <p>Commercial: Landlord shall not evict tenants for nonpayment of rent due to Financial Impacts related to COVID-19. Financial Impacts means substantial loss of business income due to any governmental response, recommendation, or guidelines related to COVID-19. Tenant must notify their landlord of their inability to pay rent within one week of providing notice. tenants must also provide documentation and a statement signed under penalty of perjury. Tenants are ultimately responsible for paying all back-due rent and will have up to 3 months after the City of Poway proclaims termination of the local emergency.</p> <p>http://docs.poway.org/WebLink/DocView.aspx?id=147938&dbid=0&repo=CityofPoway</p>	April 7, 2020 - May 31, 2020 or withdrawal of local emergency, whichever is first.
San Marcos	<p>Residential and Commercial: Landlord shall not evict individuals or businesses for nonpayment of rent because of the following caused by COVID-19: (1) substantial decrease in income, or (2) substantial out-of-pocket medical expenses. Rent will still be owed and if lease provides for late fees, they can still be charged by landlord. Tenant must notify their landlord in writing within 30 days of rent being due and provide required documentation.</p> <p>https://www.san-marcos.net/live/emergency-preparedness/covid-19-response/temporary-eviction-moratorium/</p>	March 24, 2020 - June 30, 2020
Solana Beach	<p>Residential and Commercial: None</p> <p>https://www.ci.solana-beach.ca.us/</p>	
Vista	<p>Residential and Commercial: None</p> <p>https://www.cityofvista.com/city-services/city-departments/fire-department/covid-19-coronavirus</p>	