

**Notice to Tenant – Humboldt County Eviction Ordinance No. 2642**

On May 5, 2020. The Humboldt County Board of Supervisors passed an Ordinance prohibiting residential evictions through May 31, 2020, for unpaid rent or for a no-fault eviction. Nothing in the Ordinance relieves a Tenant from liability for unpaid rent, payment of which the Owner may seek after May 31, 2020. However, when a Tenant owes Owner a Delayed Payment, defined in the ordinance, the Tenant shall not be deemed in default of rent payment obligations unless the Tenant fails to tender the full amount of the Delayed Payment within 90 days of May 31, 2020, or within 90 days of the date upon which an extension of the Ordinance expires, whichever is later. It is the intention of the Board of Supervisors to establish an affirmative defense against residential evictions that applies throughout the unincorporated area of the County of Humboldt.

A full copy of the adopted Ordinance 2642 is available at:

<https://humboldt.gov/DocumentCenter/View/86079/Ordinance-2642> or by requesting a copy from the Humboldt County Clerk of the Board.

In accordance with the ordinance the contact information for the owner, landlord, or agent to whom documentation of a Delayed Payment must be provided is as follows:

---

---

---

**IV. Definitions.**

The following words and phrases, whenever used in this Ordinance, shall be construed as defined in this section.

1. “Delayed Payment” includes, but is not limited to, a payment made late as a result of any of the following:
  - a) Tenant lost household income as a result of being sick with COVID-19, or caring for a household or family member who is sick with COVID-19;
  - b) Tenant lost household income as a result of a lay-off, loss of hours, loss of business, or other income reduction resulting from COVID-19 or the state of emergency;
  - c) Tenant lost household income due to compliance with a recommendation from a government agency to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
  - d) Tenant lost household income as a result of caring for minor children affected by

school, pre-school and/or childcare closures; or

- e) Tenant lost household income as a result of the discontinuance or reduction of a government aid program.
2. “Mobile home” means those structures defined in California Civil Code Section 798, *et. seq.*, and other forms of vehicles designed or used for human habitation, including camping trailers, recreational vehicles, motorhomes, slide-in campers, or travel trailers, that occupy a site in a mobile home park as defined in Civil Code sections 798.4 and 798.6.
3. “Mobile home park” means any manufactured home park as defined in Civil Code sections 798.4 and 798.6
4. “No-fault eviction” as used in this Ordinance refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to California Civil Code Section 1946.2(b)(2) or Code of Civil Procedure sections 1161, subds. 1 or 5, or 1161c.
5. “Owner” means any person, acting as principal or through an agent, providing Residential Real Property for rent, and includes a predecessor in interest to the Owner.
6. “Ordinance” means this COVID-19 Eviction Defense Ordinance.
7. “Residential Real Property” means any dwelling, Mobile home, or unit that is intended or used for human habitation in Humboldt County.
8. “Tenancy” means the lawful occupation of Residential Real Property, including in mobile homes and mobile home parks and includes a lease or sublease.
9. “Tenant” means a residential tenant, subtenant, lessee, sublessee, or any other person entitled by written or oral rental agreement, or by sufferance, to use or occupancy of Residential Real Property.

#### **Section V. Notice to Tenants.**

All owners of rental property within the unincorporated area of Humboldt County must serve all tenants with written notice of the provisions of this Ordinance and the contact information for the owner, landlord, or agent to whom documentation of a Delayed Payment must be provided as specified below. Failure to provide such notice prior to service of a notice to pay rent or quit will be a complete defense to any unlawful detainer action based upon failure to pay rent that accrues during the effective period of this Ordinance.

#### **Section VI. Prohibited Conduct.**

1. Until after May 31, 2020, no Owner may endeavor to terminate a Tenancy for either of the following situations:

- a) For nonpayment of rent; or
- b) For a no-fault eviction as defined herein.

Endeavors to terminate a Tenancy that are prohibited by this Ordinance include issuance of a three-day notice to pay rent or quit, or a notice of no-fault termination of tenancy after the effective date of this Ordinance, or attempting to enforce a termination of tenancy through an unlawful detainer filing based on any notice issued but not yet expired prior to the effective date of this Ordinance.

2. Nothing in this Ordinance relieves a Tenant of liability for the unpaid rent, payment of which the Owner may seek after May 31, 2020. However, with respect to any Delayed Payment covered by this Ordinance, a Tenant may not be deemed in default of rent payment obligations unless the Tenant fails to tender the full amount of the Delayed Payment within 90 days of May 31, 2020, or within 90 days of the date upon which an extension of this Ordinance expires, whichever is later.
3. An Owner may not charge or collect a late fee or interest for a Delayed Payment as defined in this Ordinance.
4. The prohibition against terminating Tenancies in this Ordinance shall also apply to an Owner's action that constitutes constructive eviction (such as terminating a Tenant's utilities) under California law.
5. Terminations of a tenancy necessary to protect public health and safety pursuant to an order issued by a government agency or court consistent with the Judicial Council of California's adopted emergency rules are excepted from this Ordinance.

**Section VII. Application.**

This Ordinance applies only to nonpayment eviction notices, no-fault eviction notices as defined herein, and unlawful detainer actions based on such notices, served or filed on or after the date of introduction of this Ordinance through May 31, 2020 in the unincorporated area of Humboldt County.

**Section VII. Invoking Protection of this Ordinance.**

To invoke the protection of this Ordinance, a Tenant must notify the Owner in writing of inability to pay full rent due to lost income or out-of-pocket medical expenses related to COVID-19 resulting in a financial hardship to the Tenant, and provide documentation to support the claim, before the rent is due or within fourteen days afterward.

1. Documentation demonstrating loss of income or out-of-pocket medical related to COVID-19 resulting in financial hardship, may include termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, or

other objectively verifiable evidence supporting the Tenant's assertion of an inability to pay.

2. For purposes of this section, “in writing” may include email, text or online communications to an Owner or the Owner’s representative with whom the tenant has previously corresponded by email, text or an online program.
3. Any medical or financial information or other documentation provided to the Owner must be held in confidence, and only used for evaluating the Tenant’s claim for protection under this Ordinance.

**Section VIII. Payback Period and Repayment Plan.**

1. With respect to any Delayed Payment covered by this Ordinance, a Tenant will not be deemed in default of rent payment obligations unless the Tenant fails to tender the full amount of the Delayed Payment within 90 days of May 31, 2020, or within 90 days of the date upon which an extension of this Ordinance expires, whichever is later. Tenant’s failure to make an agreed upon or default scheduled Delayed Payment will be deemed a default of rent payment obligations.
2. The Owner and Tenant are encouraged to reach agreement as to a schedule of payment or payments to occur within the 90 period. If an agreement cannot be reached, the following will be the default schedule of payments: the amount of the total Delayed Payment will be divided by the number of months to repay the Delayed Payments, and an equal portion of the Delayed Payments will be paid monthly, separate from any other rents due Owner.

**Section IX. Effect of Noncompliance.**

An Owner's failure to comply with this Ordinance shall render any notice of termination of a Tenancy void. This Ordinance may be asserted as an affirmative defense by any Tenant residing in the unincorporated area of Humboldt County against an unlawful detainer action brought by any Owner in violation of this Ordinance.

1. An Owner's failure to comply with this Ordinance does not constitute a criminal offense but will allow for an aggrieved Tenant to institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages (including damages for mental or emotional distress as specified below), and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the Owner acted in knowing violation of or in reckless disregard of this Ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court. The remedy available under this section shall be in addition to any other existing remedies which may be available to the tenant under local, state or federal law.