

City of Escondido
Urgency Ordinance
Temporary Eviction Moratorium FAQs

Updated August 13, 2020

What does the City Ordinance provide?

Generally, it will be unlawful for a landlord to evict a residential or commercial tenant residing or doing business in the City of Escondido for nonpayment of rent which became due on or after March 16, 2020, if the tenant has provided notice to the landlord that the tenant is unable to pay rent due to financial impacts related to COVID-19 within 7 days after the rent is due, or by April 15, whichever is later.

Once the landlord receives the required notice, eviction proceedings or other efforts to recover possession of the rented or leased premises must immediately cease.

What type of financial impacts are covered by the Ordinance?

“Financial impacts related to COVID-19” are defined in the Ordinance as follows:

1. A substantial decrease in household or business income (including decreases caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
2. The decrease in household or business income or the out-of-pocket medical expenses was caused by the COVID-19 pandemic; or by any local, county, state, or federal government response to COVID-19; and
3. The decrease in household or business income or the out-of-pocket medical expenses and causation by COVID-19 is documented in writing.
4. As otherwise provided for in state law, including Governor Newsom’s Executive Order N-37-20 issued on March 27, 2020. See, <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.27.20-EO-N-37-20-text.pdf>

Does the tenant need to show Nos 1, 2 and 3 above?

Yes, unless state law changes these requirements through the legislative action or by another Executive Order issued by the Governor.

What does “substantial” mean as it relates to a decrease in household/business income or out-of-pocket medical expense?

It will be up to a trial judge to decide, should a landlord eventually bring a unlawful detainer action against its tenant for nonpayment of rent (or any payment below the rental agreement rate), based on all of the circumstances of the individual tenant’s household or business income and/or medical condition and whether the tenant suffered a significant enough impairment to paying the rent due. It is necessary for the tenant to collect, create and retain all the documentation necessary to prove the overall impact of the COVID-19 crisis on the ability to pay rent.

How do I give notice to my landlord?

The notice required under the Ordinance must be given in writing and delivered either (1) as other notices from the tenant to landlord are required in the lease or rental agreement, or (2) in person, by U.S. mail, email or text messaging to the landlord, or the landlord’s representative or agent, and/or at the address where rent is customarily paid.

It is strongly recommended that that the tenant request and be given a written confirmation that the landlord received the notice showing when it was received and the tenant should retain that confirmation or receipt as part of his/her documentation in support of future claim related to this Ordinance.

When does the tenant need to show the landlord the documentation of the COVID-19 impact on income or other qualifying circumstances to qualify for the protections of this Ordinance?

Within 14 days of providing notice that the tenant is unable to pay all or some of the rent, or within such time as possible due to events outside of the tenant’s reasonable control but in no event more than 21 days, he/she must provide the landlord documentation or other objectively verifiable information that due to financial impacts related to COVID-19, the tenant was unable to pay your rent.

What kind of documents may the tenant use to support the claim?

The documentation may include such items as paystubs, letters from employers, financial or bank statements, business records, physician’s letters, and/or other monthly bills or evidence of financial responsibilities. All such documents will need to be verifiable.

If the tenant provides any medical or financial information to the landlord related to the Ordinance, that information must be held in confidence by the landlord and only used for evaluating the claim.

What happens if the tenant does not provide the documentation on time?

If the tenant does not provide evidence of financial impacts related to COVID-19 as described above, and within the time frame in the Ordinance, the landlord may pursue any enforcement action permissible under state law and/or as provided for in the underlying rental or lease agreement.

Does the tenant have to pay past rent due?

The tenant remains responsible to pay all rent due and owing under the terms of the lease or rental agreement. The Ordinance only serves to temporarily prohibit an eviction action when the inability to pay the rent is COVID-related.

Nothing in the Ordinance requires or prohibits the tenant and landlord from negotiating and agreeing on the terms of an amended lease or other concessions. Landlords and tenants are strongly encouraged to communicate on this matter as soon as possible and work in good faith to find workable solutions for both parties.

When must the unpaid rent be paid back to the landlord?

On August 12, 2020, the City Council extended the original moratorium to now expire on September 30, 2020, unless further extended by council. However, as of September 30, 2020, any tenant who complied with the timely notice and documentation requirements of the Ordinance will have up to three (3) months to pay all of the rent owed to the landlord before the landlord may seek to evict a tenant.

Landlords and tenants are always encouraged to communicate soon and often to develop their own repayment plan that works for them. A landlord may, but is not required under the Ordinance to, extend the repayment plan for a period longer than three months.

May the landlord charge late fees for delayed rent payments?

Under the Ordinance, a landlord may not charge or collect a late fee or penalty for delayed rent payments covered by the Ordinance.

What are the penalties for failing to comply with the Ordinance?

The City can enforce this law against landlords who knowingly or intentionally violate it as a criminal matter, or pursuant to other remedies such as administrative citations. The City can also enforce the law against tenants who falsify information to qualify for the relief granted under it.

Who can I speak to at the City if I have questions about the moratorium?

If you have questions about the moratorium, you can send them to the [City Attorney's Office](#) and you may also direct questions to the Legal Aid Society at 1-877-534-2524.