City of Anaheim Eviction Moratorium

Anaheim’s ordinance protects a tenant who provides notice of inability to pay before the rent is due from eviction for non-payment of rent. The ordinance does require the tenant to “pay the portion of the rent the tenant is able to pay” but does not elaborate on this provision. Just cause eviction protections are extended to those tenants during the 120-day repayment period after the moratorium ends.

Note: CAA recommends that an attorney be used for preparation of any termination notices or eviction filings during the current state of emergency.

Ordinance Enacted by City Council: March 24

Effective Date: March 24

Duration: The eviction moratorium has been extended to June 30.

Definition of Inability to Pay: A tenant qualifies for the moratorium if “inability to pay is due to COVID 19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions.” “Covered reason for delayed payment” means a tenant’s loss of income due to any of the following: (a) tenant was sick with COVID-19 or caring for a household or family member who was/is sick with COVID-19; (b) tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19 or the state of emergency; (c) tenant’s compliance with a recommendation from a government agency to stay home, self-quarantine, or avoid congregating with others during the state of emergency; and (d) tenant’s need to miss work to care for a home-bound school age child.

Deadline for Tenant to Provide Notice of Inability to Pay to Landlord: The tenant is required to provide written notice within 7 days after rent is due. The tenant must also provide “verifiable documentation” and pay the portion of rent that the tenant is able to pay.

Form of Notice/Type of Documentation: The tenant’s notice must be written. The City has created optional form for tenants use (linked below). “Verifiable documentation” is not defined.

Deadline for Payment of Rent Subject to Moratorium: The tenant has 120 days after expiration of the ordinance to repay the rent. The tenant cannot be assessed late fees or penalties based on late payment of rent authorized by the ordinance. The terms of the repayment plan are to be agreed upon between the tenant and landlord. If there is no agreement, the back/past due rent must be repaid in four equal installments to be paid in monthly intervals, beginning one month after the expiration of the ordinance, or July 31, 2020. CAA recommends setting up a payment plan with the tenant using CAA’s payment plan agreement (linked below), even if the terms are the same as described above.

The date on which payment is due for the purpose of serving a three-day notice for non-payment of rent based on the back/past due rent is the date a payment comes due under the landlord and tenant’s payment plan, or the default payment plan described above.

City of Anaheim Eviction Moratorium Information: https://www.anaheim.net/5479/Eviction-Protection-Program