City of San Diego Eviction Moratorium

The City of San Diego’s ordinance prohibits taking any action to evict residential tenants for non-payment of rent during the moratorium if inability to pay is COVID-19-related and the tenant provides proper notice. The prohibited actions include the following: charging late fees, serving notices, filing eviction actions, or pursuing a no-fault eviction.

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

**Enacted by City Council:** March 25

**Effective Date:** The ordinance took effect March 25. However, it applies to rent due on or after March 12.

**Duration:** The moratorium lasts through June 30, unless the City Council takes action to extend it further.

**Definition of Inability to Pay:** “Substantial decrease in household income for a residential tenant… due to business closure, loss of compensable hours of work or wages, layoffs or substantial out of pocket medical expenses” . . . “caused by the COVID-19 pandemic or any governmental response to the COVID-19 pandemic, including complying with any public health orders or recommended guidance related to COVID-19 from local, state, or federal governmental authorities.”

**Deadline for Tenant to Provide Notice of Inability to Pay to Landlord:** The tenant must provide notice of inability to pay on or before the date rent is due. Within one week of providing that notice, the tenant must provide documents or verifiable information to the landlord showing the inability to pay rent due to the financial impact of COVID-19.

**Form of Notice/Type of Documentation:** The notice of inability to pay must be in writing (which includes email or text). The city has provided a sample letter tenants may use to provide that notice. The “documentation or objectively verifiable information” of the inability to pay rent is not defined by the ordinance, but the city has indicated that examples of that documentation/information include the following:

- A note or letter from the employer regarding the tenant’s loss or substantial reduction in employment.
- Payroll records showing substantial loss of income due to COVID-19.
- Bank statements that illustrate a drop in income.
- Substantial out-of-pocket medical expenses related to COVID-19.
- Other documentation that proves that tenant has not been generating the same level of income due to COVID-19.
**Late Fees:** A landlord cannot charge or collect late fees for rent that is delayed under the ordinance.

**Effect on Evictions other than for Non-Payment:** If a tenant complies with the requirements of the ordinance, the landlord cannot take any of the following actions based on the tenant’s nonpayment of rent:

- Serve a notice, file, or prosecute any action to obtain possession of the property.
- File or prosecute any unlawful detainer action based on a 3-day notice to pay or quit.
- Pursue a no-fault eviction.

**Deadline for Payment of Rent Subject to Moratorium:** The tenant is required to pay the rent by September 25 or the date the Governor’s March 16 order is withdrawn, whichever comes first. If a tenant opts to move while the ordinance is in effect, all owed rent is due upon move out unless the rental agreement says otherwise.

**City of San Diego Eviction Moratorium Information:** [www.sdhc.org/evictionban/](http://www.sdhc.org/evictionban/)