

BORNSTEIN LAW

BAY AREA REAL ESTATE ATTORNEYS

A list of what we would like rental housing providers to check off as California's eviction moratorium expires on September 30th.



I have applied for state or local rental assistance, or both, and have educated tenants on the funds available.



I have documented all correspondence with tenants, preserving all communication to build my case for any future actions.



For rent due between September 1, 2020 through September 30, 2021, I have served a 15-day notice with a blank declaration of a COVID-related hardship.



For rent that goes unpaid starting October 1, 2021, I have demanded the rent with a special 3-day notice with statutory required language.



I have maintained the rental unit in liveable condition, in compliance with California's implied warranty of habitability, regardless of whether the tenant is current on rent.



I have not engaged in any improper rent increases that are violative of state law or local ordinances. If I have, I contacted an attorney to correct it.



I have not charged fees for services and amenities that were free before the pandemic, nor have I increased fees from what they were in a pre-COVID world.



When a tenant has received a 15-day notice and returned a declaration of a COVID-related hardship, I have not applied late fees related to this rent debt.



After my best efforts to converse with a tenant and he or she is uncooperative, I've applied for rental assistance on my own.



I have reached out to tenants who I believe to be high income earners and asked for documentation that proves financial distress.



For any vacant units, I have right-sized the asking rent amount to get rental applicants in the door and get cash flowing again.



Last but not least, I have tethered myself to a law firm that can help me avoid common blunders and procedural mistakes.