



Emergency Moratorium on Rent Increases and Evictions Frequently Asked Questions (FAQ)

Oakland’s Emergency Moratorium will continue to prohibit most evictions and late fees until July 15, 2023, and rent increases beyond the CPI until July 1, 2024, on covered units. After that time, eviction protections for rent that came due during the moratorium period will continue to apply where a tenant was financially impacted by the COVID-19 pandemic. Thus, in any eviction lawsuit of a protected tenant, it is still a defense that the rent was late or unpaid because of a substantial reduction in household income or substantial increase in expenses resulting from the Covid-19 pandemic during the period between March 9, 2020, and July 14, 2023.

For questions about how the end of the moratorium might affect you, contact a RAP Housing Counselor at 510-238-3721 or RAP@oaklandca.gov. Commercial tenants with questions about the eviction moratorium should email busdev@oaklandca.gov.

What are the dates when the moratorium is in effect?

The Oakland City Council passed the moratorium on Friday, March 27, 2020, effective immediately. The eviction moratorium covers the period from March 9, 2020, through July 14, 2023. The rent increase moratorium will be in effect until June 30, 2024.

Are tenants required to notify the property owner in writing that they cannot pay rent due to Covid-19?

No. Currently, there is no requirement that tenants notify the property owner that they cannot pay rent due to Covid-19; however, the Rent Adjustment Program (RAP) encourages tenants to be as communicative as possible about an inability to pay rent due and to keep accurate records and notes of the communication.

As of **July 15, 2023**, any notice demanding rent or late fees that accrued between March 9, 2020, and July 14, 2023, must be served together with a form developed by the Rent Adjustment Program that, amongst other things, allows the tenant to indicate that the financial hardship defense applies; and it must include the following statement in bold underlined 12-point font: “If you were unable to pay the rent or other fees demanded in this notice due to a substantial reduction in household income or substantial increase in expenses as a result of the Covid-19 pandemic, you may raise this as a defense to any eviction action based on this notice.”

Are tenants required to provide proof to the property owner that their income was reduced because of Covid-19?

No. Under Oakland’s Emergency Ordinance, a property owner cannot require a tenant to provide advance proof that their income is reduced because of Covid-19. Tenants should retain proof and may need to provide this information during a court case if the property owner files an unlawful detainer lawsuit. The RAP encourages property owners and tenants to work together during the moratorium and afterward.

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Are tenants still required to pay rent during the moratorium?

Yes. Whilst the moratorium provides a defense to eviction for non-payment of rent due to loss of income related to the coronavirus pandemic, the emergency ordinance does not relieve a tenant of the obligation to pay back rent that was due during the moratorium.

Can I raise my tenant's rent during the moratorium?

Yes. The maximum allowable rent increase for covered rent-controlled units in the City of Oakland is **2.5%**. This amount varies by year. The 2.5% amount remains in effect **from August 1, 2023, to July 31, 2024**. Rent increases will be limited to the CPI amount, except where necessary to provide a fair return, until August 1, 2024. This increase applies to units that are subject to the City of Oakland's Rent Ordinance. A property owner contemplating a rent increase during this period should call the Rent Adjustment Program to speak with a Housing Counselor.

What happens if the tenant's lease expires during the moratorium?

Termination of a lease is never just cause to evict a tenant under the Just Cause for Eviction Ordinance. A diagnosis of coronavirus, the sale of a property, and foreclosure are also not grounds for evictions under the Ordinance.

What happens when the moratorium is over?

When the moratorium is over, Oakland laws on evictions and rent control still apply. Rent that has not been paid is still due. While a property owner may not evict for unpaid rent due to a loss of income because of the coronavirus pandemic, a property owner may file a small claims action to recover the back rent owed. Tenants who are served eviction lawsuits should still timely respond to the lawsuit in order to assert any defenses they may have, including defenses under the moratorium, that can help them avoid eviction.

How did the state Covid-19 tenant relief law affect the moratorium?

The Covid-19 Tenant Relief Act of 2020 (AB 3088) and subsequent amendments did not significantly affect the Oakland moratorium. Oakland's eviction moratorium will continue to protect Oakland renters from evictions during the COVID-19 emergency through July 14, 2023. However, tenants living in units not covered by the eviction moratorium, i.e., non-Just Cause units, had additional protections under AB 3088.

How did the CDC order affect the moratorium?

The CDC order did not apply in state or local areas with the same or greater protections. Oakland's eviction moratorium provides more protections to tenants, the local moratorium will continue to protect Oakland rents from evictions during the COVID-19 emergency through July 14, 2023. In any eviction lawsuit of a protected tenant, it is still a defense that the rent was late or unpaid because of a substantial reduction in household income or substantial increase in expenses resulting from the coronavirus pandemic during the period between March 9, 2020, and July 14, 2023.

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