

Date of Hearing: August 31, 2020

ASSEMBLY COMMITTEE ON HOUSING AND COMMUNITY DEVELOPMENT

David Chiu, Chair

AB 3088 (Chiu) – As Amended August 28, 2020

SUBJECT: Tenancy: rental payment default: mortgage forbearance: state of emergency: COVID-19.

SUMMARY: Establishes a moratorium on evictions for non-payment of rent due to COVID-19 financial hardship, subject to numerous conditions, until January 31, 2021. Specifically, **this bill:**

- 1) Requires tenants to follow specified procedures to demonstrate COVID-19 related financial hardship, including providing documentation if they are a “high-income tenant,” as defined.
- 2) Prohibits tenants who so demonstrate from being evicted for failure to pay rent or other charges (“COVID-19 rental debt”), first, accrued between March 1, 2020 and August 31, 2020 and, second, accrued between September 1, 2020 and January 31, 2021, if they pay 25% of the amount owed for the latter period by January 31, 2021. Tenants who fail to pay this 25% can be evicted beginning on February 1, 2021.
- 3) Permits landlords to sue tenants for unpaid COVID-19 rental debt beginning March 1, 2021. Removes certain limits on small claims jurisdiction to facilitate collection of this debt.
- 4) Increases, until February 1, 2021, the time that tenants have to respond to a demand to pay rent or other charges from three business days to 15 business days.
- 5) Requires landlords to provide all tenants with a notice informing them of their rights under this bill within a specified time.
- 6) Prohibits landlords from retaliating against tenants prior to February 1, 2021 for incurring COVID-19 rental debt. Increases financial liability of landlords who illegally evict tenants.
- 7) Expands the Homeowners Bill of Rights until January 1, 2023 to cover small landlords, as defined.
- 8) Requires a mortgage servicer that denies a borrower’s request for forbearance on mortgage payments for a property consisting of no more than four residential units to provide the borrower with a written explanation of the denial.
- 9) Requires a mortgage servicer to review a borrower of a non-federally backed loan for at least one post-forbearance option consistent with specified federal agencies’ guidance.
- 10) Restricts public access to court files for eviction cases based on non-payment of rent filed between March 1, 2020 and January 31, 2021.
- 11) Clarifies the interaction between this bill and any related local ordinances.

- 12) Requires the executive branch to engage with stakeholders about how to spend any future federal stimulus funding on housing stabilization.
- 13) Sunsets the foregoing no later than February 1, 2025.
- 14) Makes the following clarifying and technical changes to the Tenant Protection Act of 2019 (AB 1482, Chiu, Chapter 597, Statutes of 2019):
 - a) Revises the exemption applicable to duplexes to specify that it applies to a property containing two separate dwelling units within a single structure, neither of which is an accessory dwelling unit or a junior accessory dwelling unit;
 - b) Specifies that the exemption for units built within the previous 15 years includes those that have received final inspection, final permit, or similar approval for initial residential occupancy of the unit during that time period;
 - c) Aligns the definition of dormitories for the rent cap portion of the Act with the definition in the just cause portion of the Act;
 - d) Corrects, in the rent cap portion of the Act, a reference in the notice required to be sent to all tenants in residential real property that is alienable separate from the title to any other dwelling unit whose owner is not a real estate investment trust, a corporation, or a limited liability company in which at least one member is a corporation;
 - e) Revises the definition of the percentage change of the cost of living to mean the percentage change in the Consumer Price Index for All Urban Consumers for All Items, as follows:
 - i) The applicable percentage change in the cost of living shall be the Consumer Price Index for All Urban Consumers for All Items for the metropolitan area where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a metropolitan area index is not available, the California Consumer Price Index for All Urban Consumers for All Items, as published by the Department of Industrial Relations, shall apply; and
 - ii) The percentage change in the cost of living shall be the percentage change in the amount published for the previous April and the April before that. If there is no amount published in April for the applicable location, the percentage change in the cost of living shall be percentage change in the amount published for the previous March and the March before that.
 - f) Clarifies that the owner of assisted housing development may establish the initial unassisted rental rate for units in the applicable housing development having demonstrated compliance with all applicable state or local law or regulation intended to promote the preservation of assisted housing.

EXISTING LAW:

- 1) Specifies that a tenant is guilty of an unlawful detainer and subject to a court-ordered eviction if, within three court days of a demand to vacate the premises or pay rent that

lawfully accrued within the last 12 months, the tenant does neither. (Code of Civil Procedure Section(CCP) 1161(2).)

- 2) Provides that a tenant is guilty of an unlawful detainer and subject to court-ordered eviction if, within three court days of a demand to vacate the premises or comply with a material obligation under the lease other than the payment of rent, the tenant does neither. (CCP Section 1161(3).)
- 3) Allows five court days for a defendant to respond to a summons for an unlawful detainer complaint. (CCP Section 1167.)
- 4) Prohibits, until January 1, 2030, the owner of residential real property from terminating a tenancy without just cause for tenants that have continuously and lawfully occupied the unit, as specified (Civil Code Section 1946.2).
- 5) Specifies that an “at-fault just cause” reason for terminating a residential rental tenancy includes any of the following:
 - a) Default in the payment of rent;
 - b) A breach of a material term of the lease;
 - c) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in CCP 1161(4);
 - d) Committing waste as described in CCP 1161(4);
 - e) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused as extension;
 - f) Specified criminal activity by the tenant on the residential real property;
 - g) Assigning or subletting the premises in violation of the tenant’s lease pursuant to CCP 1161(4);
 - h) The tenant’s refusal to allow the owner to enter the residential real property;
 - i) Using the premises for an unlawful purpose as specified in CCP 1161(4);
 - j) The employee, agent, or licensee’s failure to vacate after their termination as an employee, agent, or a licensee as described in CCP 1161(1); and
 - k) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Civil Code Section 1946 of the tenant’s intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession

- at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure. (Civil Code Section 1946.2(b)(1) *et seq.*)
- 6) Specifies that a “no-fault just cause” reason for terminating a residential tenancy includes any of the following:
 - a) Intent to occupy the residential real property by the owner or certain family members. For leases entered into on or after July 1, 2020, this only applies if the tenant agrees to the termination, or if a provision of the lease allows the owner to terminate on such a basis;
 - b) Withdrawal of the residential real property from the rental market;
 - c) The owner is complying with any of the following: a government or court order regarding habitability that necessitates vacating the residential real property; a government or court order to vacate the residential real property; a local ordinance that necessitates vacating the residential real property; and
 - d) Intent to demolish or to substantially remodel, as defined, the residential real property. (Civil Code Section 1946.2(b)(2) *et seq.*)
 - 7) Prohibits, until January 1, 2030, an owner of a residential real property from increasing the rental rate on a property that has been in effect for the preceding 12 months in an amount that is greater than the Consumer Price Index (CPI) plus 5%, not to exceed 10% (Civil Code Section 1947.12).
 - 8) Provides definitions, exemptions, rules, and procedures for implementing Civil Code Sections 1946.2 and 1947.12 of the Tenant Protection Act of 2019, including:
 - a) Exempting duplexes from the provision of these sections if one of the units was the owner’s principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.
 - b) Exempting a housing unit that has received a certificate of occupancy within the previous 15 years.
 - c) Defines, in Section 1947.12, dormitories as qualifying for exemption from the rent cap as those that have been constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution.
 - d) Requires, for an exemption to apply, a notice to be sent to all tenants in residential real property that is alienable separate from the title to any other dwelling unit whose owner meets specified criteria.
 - e) Defines the percentage change in the cost of living to mean the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published

- by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.
- f) Specifies that the owner of assisted housing development may establish the initial unassisted rental rate for units in the applicable housing development having demonstrated compliance with all applicable law or regulation intended to promote the preservation of assisted housing.
- 9) Authorizes a mobilehome park to terminate the tenancy of a mobilehome owner in the mobilehome park for non-payment of rent, utility charges, or reasonable incidental service charges only when:
- a) the amount has been due for five days;
 - b) the park thereafter serves the mobilehome owner with a demand to pay the amount due or vacate the premises within three days, unless the mobilehome park owner has already been served with three or more three-day notices of this type in the last 12 months;
 - c) the mobilehome owner neither vacates nor pays within the three days given; and
 - d) the park also gives the mobilehome owner a 60-day notice terminating the tenancy. (Civil Code Section 798.56(e).)
- 10) Provides, pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act, that, as to properties subject to a federally-backed mortgage, the landlord may not seek to evict a tenant for non-payment of rent or other fees or charges for 120 days after March 27, 2020 and, thereafter, can only require the tenant to vacate upon 30 days' notice. (15 U.S.C. Section 9058.)
- 11) Provides, pursuant to the CARES Act, that as to multi-family properties subject to a federally-backed mortgage, the landlord may not seek to evict a tenant for non-payment of rent or other fees or charges while the landlord is in forbearance and for 30 days afterward. (15 U.S.C. Section 9057(d).)
- 12) Provides, pursuant to the CARES Act, that, as to federally backed mortgages securing one-to-four unit properties, a lender must provide up to 360 days forbearance to a borrower who requests such forbearance during the period beginning March 13, 2020 and ending at an undefined time (but likely December 31, 2020), subject only to an affirmation from the borrower that the borrower has a financial hardship due to the COVID-19 pandemic. (15 U.S.C. Section 9056.)
- 13) Requires that a lender who foreclosed on 175 or more homes in the last year must undertake a series of steps to explore loan modification and loss mitigation with a residential owner-occupant borrower who is delinquent on their home loan, prior to foreclosing on the home. (Civil Code Sections 2923.6, 2923.7, 2923.55, 2924.9, 2924.10, 2924.11, and 2924.17)

FISCAL EFFECT: Unknown

COMMENTS:

Author's Statement: According to the author, "AB 3088 provides renters a chance to get back on their feet **without** the fear of losing their home, while also giving landlords a path to be made whole without having to resort to immediate evictions."

Background: Governor Newsom declared a State of Emergency related to COVID-19 on March 4, 2020. As of August 31, 2020, California has seen over 12,900 deaths related to COVID-19 and the measures necessary to slow the spread of the virus have resulted in widespread job and income losses. In recognition of the need to limit physical interaction to curb COVID-19 transmission, on April 6, 2020, the California Judicial Council adopted Emergency Rule 1 to effectively halt evictions. This policy has stopped evictions for over four months with narrow exceptions for those evictions that are necessary to protect public health and safety. However, the Judicial Council recently voted to rescind Emergency Rule 1 on September 1, 2020 and, without legislative action, millions of tenants could face evictions in the weeks and months ahead.

Though many cities and counties have enacted ordinances to stop evictions or give renters extra time to repay rent due to COVID-19 income losses, a number of these only give temporary protections from eviction. Additionally, not all jurisdictions have adopted COVID-19 eviction ordinances and, with the upcoming repeal of the Judicial Council's Emergency Rule 1, there will be no statewide policy in place to protect renters who have seen lost income or increased expenses due to the pandemic.

Sociologist Matthew Desmond recently warned that, given the nature of the COVID-19 crisis, "eviction will help spread the virus, as displaced families crowd into shelters, double up with relatives and friends, or risk their health in unsafe jobs to make rent or pay for moving expense." (Desmond, Matthew. 29, August 2020. "The Rent Eats First, Even During a Pandemic" *The New York Times*. URL: <https://www.nytimes.com/2020/08/29/opinion/sunday/coronavirus-evictions-superspreader.html>). Desmond further argues that eviction does not lead to better financial outcomes for landlords overall either, noting: "[E]viction solves nothing. Landlords don't need to resort to the threat of eviction to get paid. If they did, we would expect to see higher rent collection rates in states where eviction moratoriums have expired and lower rates where landlords are still barred from evicting families. But that's not what industry data show. There is no discernible difference in rent collection rates between states with eviction moratoriums still in place and those whose moratoriums have expired. Eviction is not a solution to landlords' fundamental problem of maintaining rental income. Rent relief is."

Given that rent relief efforts have largely stalled out in Congress, California is faced with the question of how to address a potential wave of evictions that could lead to widespread displacement of COVID-impacted tenants over the next several months. Without action to prevent evictions, tenants who are unable to repay all the unpaid rent could immediately face eviction. Of several proposals considered by the Legislature to address the question of evictions during the COVID-19 emergency, AB 3088 is the only one remaining.

Bill Summary: AB 3088 provides a method for tenants enduring financial hardship due to the COVID-19 pandemic to remain in their homes through the end of January 2021. It does not relieve tenants of any financial obligations under their rental agreements. Instead, it delays the recovery of rent by landlords until March of 2021. The bill operates in different phases.

Beginning on September 2, 2020, after the Judicial Council’s Emergency Rule 1 expires, landlords will be able to proceed with eviction cases for most lawful causes—meaning a basis for eviction that is permissible under federal, state law, or local law—other than non-payment of rent or other charges under the rental agreement.

Beginning on October 5, 2020, landlords will be able to proceed with eviction cases if the grounds for the eviction is nonpayment of rent or other charges. But to do so, the landlord must serve a notice giving the tenant a 15 business-day window in which to make one of the following choices: pay the demanded amount, vacate the premises, or return a declaration to the landlord, signed under penalty of perjury, indicating that the tenant cannot pay the demanded amount because of a COVID-19 related financial hardship. What constitutes a COVID-19 related financial hardship is both stated in the bill and included in the text of the 15-day “pay or quit” notice. If the tenant returns the signed declaration of COVID-19 related financial hardship to the landlord within 15 business days, then the tenant receives protection against eviction.

How long that protection lasts depends on when the unpaid rent and other charges (“COVID-19 rental debt”) accrued. The tenant can then never be evicted for COVID-19 rental debt accrued between March 1, 2020 and August 31, 2020. The tenant also can never be evicted for COVID-19 rental debt accrued between September 1, 2020 and January 31, 2021—if the tenant pays 25% of the rent and other charges due during this period before this period ends.

Beginning on February 1, 2021, landlords will be able to proceed with eviction cases under pre-COVID laws against those tenants who had a COVID-19 related financial hardship but failed to pay 25% of their rent between September 1, 2020 and January 31, 2021, as well as any tenant who fails to timely pay their rent going forwards. As such, this bill provides temporary protections against eviction for the next five months, but will not help tenants who are still unable to resume making regular rent payments on February 1, 2021. Additionally, for any COVID-19 rental debt, renters receive only a one-month grace period before their landlord can take them to small claims court to sue for the debt on March 1, 2021.

Expanded small claims court jurisdiction. Bringing a collection action in Superior Court usually requires hiring an attorney. To facilitate lawsuits against tenants for unpaid rent, this bill temporarily opens small claims courts for such cases, even if the landlord is seeking an amount beyond the usual small claims court limits or has brought multiple cases for more than \$2500.

Documentation requirement for high-income tenants. This bill defines a “high-income tenant” as a household making more than \$100,000 annually or more than 130 percent of the median income for the county, whichever is higher. If a landlord already has proof that the tenant is a high-income tenant, and the tenant proceeds to claim a COVID-19 related financial hardship, then the landlord can demand that the tenant provide specified documentation of hardship.

Increased penalties for illegal lockouts and intimidation of tenants. Under California law, landlords must obtain a court order to evict a tenant; the county sheriff’s department is then charged with executing that order. Landlords themselves are prohibited from resorting to “self-help” to evict a tenant (Civil Code Section 789.3). Yet, even in ordinary times, unscrupulous landlords perform illegal evictions by shutting off utilities, changing locks, throwing tenants’ belongings out into the street, or using threats and violence. There have been reports that landlords, frustrated by their inability to evict under COVID-19 restrictions, are increasingly resorting to such illegal evictions. For example, Nevada Legal Services handled only 12 lockout cases in 2019; between February and June 2020, they handled more than 800. As a deterrent, the

bill includes a temporary tenfold increase in a landlord's potential liability for carrying out illegal evictions.

Protections against pretextual evictions. Landlords could skirt this bill's protections by seeking to evict tenants who have fallen behind on rent because of COVID-19 based on some other pretext. A landlord who wishes to evict a tenant with a COVID-19 related financial hardship might choose to enforce previously-ignored terms in the lease or claim that noisy children unable to attend school are a "nuisance." To try to prevent this sort of pretextual eviction, the bill temporarily expands the anti-retaliation statute (Civil Code Section 1942.5) to include claiming COVID-19 rental debt. Note that this provision is a bit redundant, as the statute already prohibits adverse action against a tenant for "lawfully and peacefully exercising any rights under the law."

Record masking. AB 3088 contains a provision directing the courts to permanently seal any unlawful detainer case based on nonpayment of rent filed between March 1, 2020 and January 31, 2021. Sealing prevents credit reporting of these eviction lawsuits and should make it easier for tenants who fell behind on rent during this period to obtain new housing. Staff notes that the dates for this record masking are unlikely to protect all COVID-impacted tenants since most unlawful detainer cases for non-payment of rent will be unable to proceed until February 1, 2021.

Interaction with local ordinances. The bill includes provisions directed at the many local ordinances that also address nonpayment of rent and regulate evictions in light of COVID-19. The bill would essentially prevent any renewal, modification, or adoption, between August 19, 2020 and January 31, 2021, of local ordinances meant to prevent evictions in response to COVID-19. Existing ordinances will apply until they expire. If a local ordinance gives tenants a period in which to pay off an unpaid rental balance, that period must begin at least by March 1, 2021 and has to end no later than March 31, 2022.

Mortgage forbearance. If an owner of property containing up to four residential units requests forbearance on their monthly mortgage from their loan servicer, and the servicer denies the request, this bill would require the servicer to provide the borrower with a notice stating a specific reason for the denial. The bill is largely silent as to what that reason can be, but does provide that if the denial is due to an incomplete application or missing information from the borrower, then the servicer is required to give the borrower 21 days to correct the omission. Even if the application is fully and correctly completed, however, the bill does not appear to require a servicer to grant forbearance.

Post-forbearance. If a mortgage servicer does elect to provide a borrower with forbearance, the bill requires the servicer to review a customer for a post-forbearance "solution" that is consistent with guidance provided by the federal agencies that oversee federally-backed loans. Since these agencies' guidance regarding post-forbearance options varies, the intent of this provision appears to be that the servicer evaluate the borrower for the possible "solutions" that any of the various agencies permit.

Extension of the Homeowners Bill of Rights (HBOR) to small landlords. HBOR provides procedural protections and rights to homeowners prior to a foreclosure sale, including requiring mortgage servicers to contact borrowers to explore foreclosure prevention alternatives, and halting the foreclosure process to consider any loan modification application that a borrower submits. Under this bill, HBOR protections would be expanded to a fully tenant-occupied property with one to four units, if the following conditions are met:

1. The landlord owns no more than three such residential real properties, each of which contains no more than four dwelling units.
2. The property for which the landlord is seeking protection is occupied by at least one tenant who has been unable to pay rent due to COVID-19 reduction in income.
3. The property for which the landlord is seeking protection is occupied by at least one tenant who entered into a market-rate lease that was in effect on March 4, 2020. The property must continue to be the principal residence of such a tenant throughout the time the landlord is seeking HBOR protections.

These conditions are meant to ensure that the temporary HBOR expansion applies only to small landlords who are facing a loss of income due to COVID-19 and who continue to house at least one bona fide tenant.

This bill also includes a provision that clarifies already-enacted provisions of AB 1482 (Chiu, 2019) to: (1) lay out how inflation should be calculated when determining permissible rent increases; (2) clarify application of the law to properties containing two housing units; (3) align definitions; (4) correct erroneous cross-references; and (5) clarify the scope of laws with which a housing provider must demonstrate compliance before establishing new rental rates after the expiration of affordability covenants.

Staff Comments: While this bill provides protections against evictions based on non-payment of rent, evictions based on other causes of action may resume as early as September 2, 2020. Unless a local ordinance prevents other “at fault” or “no fault” evictions from going forward beyond September 2, some renters with COVID-19 impacts are likely to experience evictions due to lease expirations, owner move-ins, or other causes.

Additionally, the Legislature, the administration, and other stakeholders may wish to consider public education and outreach efforts to ensure that tenants and landlords are aware of their rights and responsibilities under this bill. For example, tenants may be surprised to learn that they could be asked to respond to a new 15-day “pay or quit” notice for every missed rent payment between September 1, 2020 and January 31, 2021. If a tenant fails to respond to such a notice, they could face eviction even if their economic circumstances still prevent them from making full rent payments on time. Likewise, the requirements on tenants to pay 25% of their rent from September 1, 2020 through January 31, 2021 may lead to confusion and informational resources should be developed to help renters and property owners navigate the new legal framework created by this bill.

Finally, staff notes that AB 3088 includes provisions from a number of different jurisdictions including this committee as well as Judiciary Committee and the Committee on Banking and Finance. Staff from those committees provided input and content for this analysis as well.

Related Legislation:

SB 915 (Leyva, 2020) temporarily prohibits mobilehome parks from evicting residents who timely notify park management that they have been impacted, as defined, by COVID 19. The bill further mandates that mobilehome parks give COVID 19-impacted residents at least a year to comply with demands to repay outstanding rent, utilities or other charges, and up to a year to

cure violations of park rules and regulations. SB 915 is currently pending consideration on the Assembly Floor.

SB 1410 (Caballero, 2020) establishes a program under which landlords and tenants impacted economically by COVID-19 could enter into a specified agreement in lieu of rent payments. On the basis of this agreement, the landlord could apply to the Franchise Tax Board for tax credits equal in value to the rent not paid by the tenant. The tenant would be obligated to pay the amount of the unpaid rent to the Franchise Tax Board in yearly installments over ten years beginning in 2024, with specified discounts and forgiveness for low-income individuals. SB 1410 was held in the Assembly Appropriations Committee.

AB 828 (Ting, 2020) establishes a moratorium on foreclosures for the duration of the COVID-19 state of emergency plus 90 days and prohibits evictions during a similar period except in cases addressing issues of damage to the property, nuisance, or health and safety. The bill also gives tenants who can document COVID-19 related financial hardship a one-year deferral on rent accrued during the state of emergency. AB 828 is currently pending consideration before the Senate Judiciary Committee.

AB 1436 (Chiu, 2020) enables small landlords, homeowners, and tenants in financial distress because of the COVID-19 pandemic, to temporarily defer their mortgage or rental payments until, it is hoped, the worst of the public health emergency passes and its financial consequences begin to ease. The bill also establishes timelines and a framework for full repayment of any amounts deferred. AB 1436 is currently in the Senate Rules Committee.

Prior Legislation:

SB 939 (Wiener, 2020) would have established, for specified commercial tenants, a temporary moratorium on evictions for the duration of the COVID-19 related state of emergency, and a yearlong period afterward in which to make up rental payments missed during that state of emergency. In addition, for specified businesses that have been especially impacted by the public health protocols resulting from the COVID-19 pandemic, including restaurants and bars, the bill would have created procedures for renegotiating or terminating existing leases that were based on pre-COVID-19 expectations. SB 939 was held in the Senate Appropriations Committee.

AB 1482 (Chiu, Chapter 597, Statutes 2019) limited rent-gouging in California by placing an upper limit on annual rent increases: five percent plus inflation up to a hard cap of 10 percent. To prevent landlords from engaging in rent-gouging by evicting tenants, this bill also requires that a landlord have and state a just cause, as specified, in order to evict tenants who have occupied the premises for a year. AB 1482 sunsets after ten years and does not preempt any local rent control ordinances.

AB 56 (Moore, Ch. 53, Stats. 1992) provided relief to tenants who were unable to respond to unlawful detainer actions because of court closures due to the Rodney King riots in Los Angeles.

Arguments in Support:

In support of AB 3088, California YIMBY applauds the bill's balanced nature, noting, "[AB 3088] will protect many tenants affected by the COVID-19 pandemic from eviction for some nonpayment of rent until February 1st, 2021. It also contains important provisions for preventing foreclosure on homeowners and landlords unable to pay mortgages due to COVID-19."

Arguments in Opposition:

Writing in a joint opposition letter, several regional apartment associations including the East Bay Rental Housing Association and the Apartment Association of Orange County write, “AB 3088 would permit residential tenants that declare they are unable to pay rent due to a COVID-19 related financial distress to remain in possession for defined periods of time and ultimately pay the rental property owner past due rent on or before March 31, 2022. This is an extraordinary period of time which may cause owners to undergo extreme financial hardship. Our owners are NOT being given any financial assistance in AB 3088 or any other measure before the legislature.”

REGISTERED SUPPORT / OPPOSITION:**Support**

California Alliance for Retired Americans
California Coalition for Rural Housing
California Credit Union League
California State Council of Service Employees International Union
California YIMBY
Non-profit Housing Association of Northern California
Southern California Association of Nonprofit Housing

Support If Amended

South California Rental Housing Association

Opposition

Affordable Housing Management Association -Pacific Southwest
Affordable Housing Management Association-Northern CA Hawaii
Apartment Association of Orange County
Apartment Association, California Southern Cities
East Bay Rental Housing Association

Oppose Unless Amended

Apartment Association of Greater Los Angeles

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