

# Completing California's COVID-19 Rent Relief Application for Landlords



April 12, 2021 / 11 a.m. – 11:30 a.m.

**Webinar Presented by:**

John Pentecost & Bill Dahlin

Hart King

# Who are John & Bill?

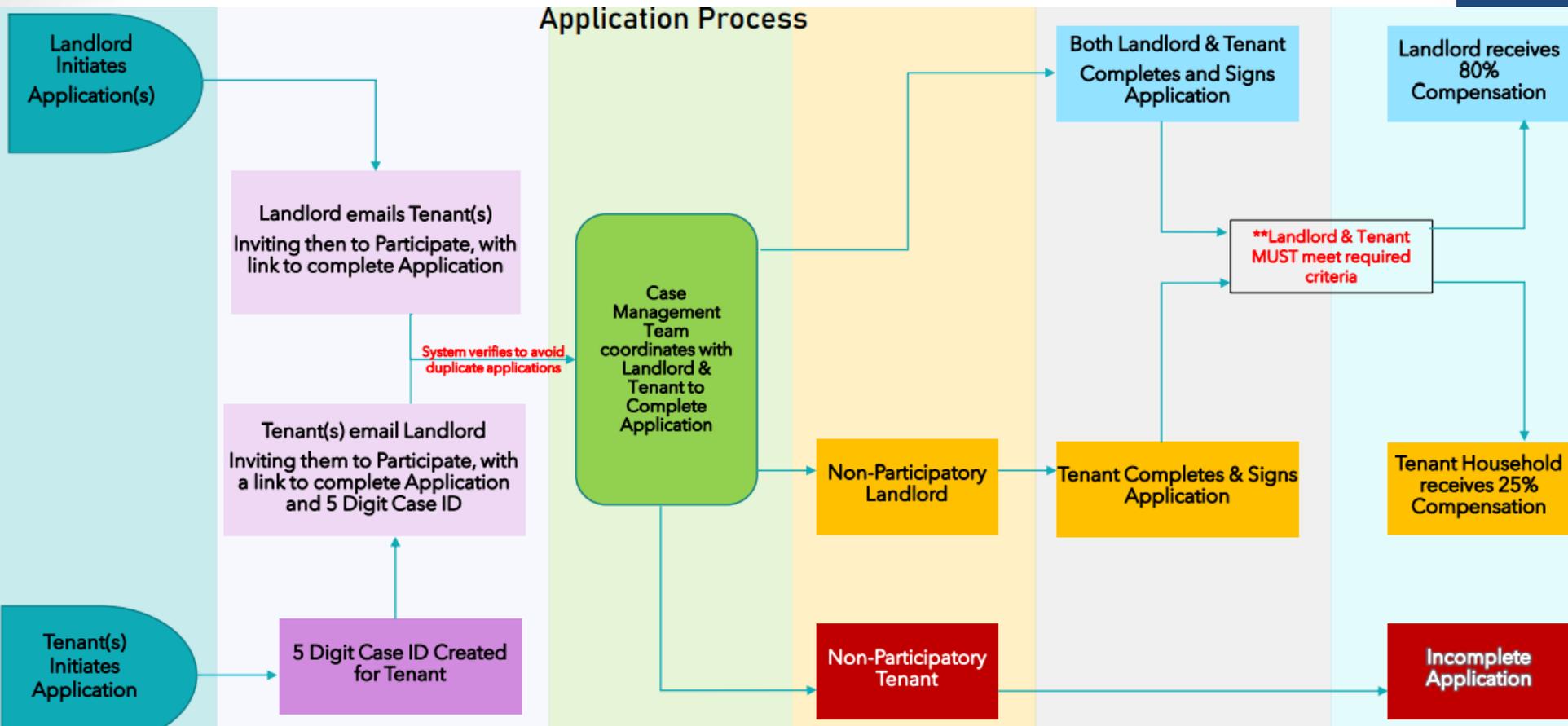


**John Pentecost** is the Managing Partner of Hart King and has been with the firm since 1988. He is the leader in the firm's manufactured housing practice. With over 30 years of experience dealing with manufactured housing and mobilehome park communities, John has handled numerous eviction and other landlord-tenant based dispute trials. John defends Park owners in all actions ranging from lease disputes to state and federal discrimination issues, Americans with Disabilities Act (ADA) matters, easements, and title and failure to maintain lawsuits.



**Bill Dahlin** has been practicing law and helping manufactured housing community owners and managers since 1988. He has been trial counsel in multiple cases involving the protection of property rights, including disputes over rent control, including the 9<sup>th</sup> circuit Guggenheim v. City of Goleta case. Bill assists in issues arising out of mobilehome park closures, subdivisions, park sales and purchases, ground lease disputes and failure to maintain. Bill understands the needs and goals of park owners. Rent control, utility billings and residency issues are the primary basis of Bill's practice.

# Covid-19 CA State Rental Assistance Program



Source: [www.bornstein.law](http://www.bornstein.law)

\*See sample landlord to tenant letter/notice on next slide

# Sample Letter

Date

Re: California COVID-19 Rent Relief Program and Application; Past Rent Due

Dear Resident:

Please be advised that Management submitted an application on \_\_\_\_\_, 2021 for the California COVID-19 Rent Relief Program through the State of California Housing and Community Development website. You current owe \_\_\_\_\_ in past due rent and utility charges. You may have already received an email prompting you to submit additional information for the application to be processed/reviewed. It is your responsibility to complete and/or submit any additional information required by the program administrator. You can find more information on this program at <https://housing.ca.gov/>.

Please contact the office if you have any questions or need additional information regarding this matter.

Sincerely,

Park Management

# Sample Landlord Application

Click on your handouts for the sample landlord application from the Housing is Key website that we will review together.

Items on the next few slides are excerpts from the actual sample landlord application and information from the Housing is Key website (<https://housing.ca.gov/>).



## CA COVID-19 RENT RELIEF

# Landlords – Am I Eligible?

If you are a landlord who has one or more eligible renters, you can apply to get reimbursed for 80% of each eligible renter's unpaid rent between April 1, 2020, and March 31, 2021, if you agree to waive the remaining 20% of unpaid rent for that specific time period.

## Requirements include:

- All payments must be used to satisfy the renter's unpaid rent for the period between April 1, 2020 and March 31, 2021
- Renters must take steps to verify that they meet the eligibility requirements and sign the application
- Renter's household income must be at or below 80% of the Area Median Income (AMI)

## Before applying, you will need:

- Property Deed(s)
- Mortgage Note(s)
- Property Tax Statement
- Copy of Property Insurance Statement
- Lease or rental agreement reflecting the renter's name, residence address, and monthly rent due.

# Application Priorities

The California COVID-19 Rent Relief Program is not a first come, first serve program. Applications will be reviewed, and assistance payments will be processed based on tenant vulnerability (highest to lowest) based on factors such as household income against local AMI, qualification for unemployment benefits, COVID-19 related financial distress, and/or demonstrated risk of housing instability.

There are three application windows where the State and its partner will focus the program outreach effort to increase participation.

First flow of applications will focus on households earning less than 50% AMI. Flow will expand to cover those households disproportionately impacted by COVID-19 and then to all households earning less than 80% AMI.



# Landlord General Information

- A.1. Landlord Name (as appears on W9)
- A.2. Landlord Address (as appears on W9)
- A.3. Landlord Telephone Number
- A.4. Landlord Email
- A.5. DUNS Number, if applicable
- A.6. EIN, TIN or SSN for Payment Records (as appears on W9)
- A.7. Did you provide an EIN, TIN, or SSN?
- A.8. Please upload a completed and signed IRS W-9 FORM using the EIN/SSN you select above.
  - Landlord W9 \*Required
- A.9. Please select a preferred method of payment.
- A.10. If you selected check, please provide the mailing address to receive the check.  
(NOTE: any payment from the Program will be mailed to this address).

## ALTERNATE LANDLORD CONTACT

- A.11. Alternate Contact Name (you may choose to provide a Property Manager's name)
- A.12. Alternate Contact Telephone Number
- A.13. Alternate Contact Email Address

# Tenant(s) Information

Identify all tenants that you would like to participate in the California COVID-19 Emergency Rental Assistance Program. Upon submission of the Landlord application, all the tenants listed will receive an email invitation to participate in the California COVID-19 Emergency Rental Assistance Program.

If you have 10+ tenants and would like to upload tenant information in bulk, please use the excel spreadsheet to add your tenants and upload it where it states, "Import Tenants".

For EACH tenant, use the Upload File button on the right side of each row to provide the following:

- Rent statement or ledger documenting their arrears (by each month if available, including any rental assistance previously paid directly to the landlord, if available).
- Provide lease or written agreement

# Submitting Your Application

## Tenant and Unit Information

- a. The Tenant named in this Application is one of the persons that is currently occupying the Unit for whom assistance is being requested and Tenant has occupied and will occupy the Unit for all periods for which assistance is being requested.
- b. Tenant and I entered into a residential lease for the housing unit specified within this Application (the “Unit”).
- c. The Unit is located at an address within the State of California.
- d. I am the property owner of the Unit or have entered into a management/agency agreement that gives me the authority to lease the Unit and participate in the Program. I will provide HCD with proof of ownership or a Notice of Owner Management Agreement signed by the property owner.
- e. The information provided in the Application regarding the terms of the lease with Tenant, the rent amount, and any utility amounts are true and accurate. I will provide a copy of Tenant’s lease or written agreement to HCD or, if there is no current written lease, I will provide documentation regarding the rent owed by the Tenant.

# Submitting Your Application

## Application of Payments

If Tenant is eligible for assistance under the Program, HCD shall provide Landlord with, a breakdown of the amount(s) of assistance being provided in a form similar to the one below and I shall apply the assistance provided accordingly. Such amount(s) of assistance, to be subsequently provided, are hereby incorporated into this Agreement by this reference.

- a. Late Rent and Fees Owed to Landlord. The Amount of Rent owed by Tenant each month under the lease. The Total Amount of Late Rent Owed being provided to Landlord on the Tenant's behalf. The Total Amount of Fees Owed being provided to Landlord on the Tenant's behalf for late fees, interest, penalties, and legal and court fees.
- b. Current and/or Future Rent Payments. The number of months of current and/or future rent payments (which may not exceed three months), the amount of each payment, and the total amount Landlord will receive on Tenant's behalf.
- c. Utility Arrearage Payments. The Total Amount of Utility Arrearage Owed being provided to Landlord to cover landlord-provided utilities. The Total Amount of Utility Arrearage Owed being provided to other Utility Providers on Tenant's behalf.

# Submitting Your Application – What Does it All Mean?

## Landlord Obligations

- a. If the written lease or oral agreement is expired or will expire during the period that assistance under the Program will cover, I will extend the terms of the prior lease at least through the end of the final month for which an assistance payment is made under the Program.
- b. There has been no material violation of the lease by Tenant other than late rent, if applicable, and therefore, I have no factual or legal basis to pursue a judgment for possession or damages against Tenant.
- c. I shall not pursue eviction for any rent or fees due prior to April 1, 2020, but may use other means to collect such arrearage.
- d. I acknowledge that nothing in this certification waives my right to file an eviction based on a nonmonetary default of Tenant.
- e. I hereby waive, release, and discharge any claim for rent arrearage, late fees, or possession against Tenant for nonpayment of rent for any month covered under the Program.

# Submitting Your Application

f. I agree to withdraw any such pending eviction action against Tenant and shall not initiate any future actions for rent payments that are covered under this Agreement.

g. I agree to not pursue a judgment for possession or damages for any future nonpayment of rent or nonrenewal of the lease for sixty (60) days after the final month for which an assistance payment is made under this Agreement.

h. My activities conducted and records maintained pursuant to this Agreement are subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.



# Submitting Your Application

i. I acknowledge that all information collected, assembled, or maintained by the California COVID-19 Rent Relief program pertaining to this certification, except personally identifying information and records made confidential by law or court order, are subject to the California Public Records Act and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the California Public Records Act.

j. I shall maintain documentation for all payments received and activities conducted under this Agreement. I shall maintain all books, records, and documents containing such documentation for a period of five (5) full years from the date of the final payment I receive under this Agreement. I shall allow audit of such documentation by the State, the Comptroller of the Treasury, or their duly appointed representatives at any reasonable time upon reasonable notice. If applicable, financial statements must be prepared in accordance with generally accepted accounting principles.

# Questions?



# *Thank you!*



**John Pentecost**

714-432-8700 ext. 363

[jpentecost@hartkinglaw.com](mailto:jpentecost@hartkinglaw.com)

**Bill Dahlin**

714-432-8700 ext. 306

[bdahlin@hartkinglaw.com](mailto:bdahlin@hartkinglaw.com)

4 Hutton Centre Drive, Ste. 900

Santa Ana, CA 92707

[www.hartkinglaw.com](http://www.hartkinglaw.com)