

INSTRUCTION SHEET (Form CA-405)

Informational Notice of COVID-19 Tenant Relief Act Extension and New Rental Assistance Program

MUST BE PROVIDED ON OR BEFORE FEBRUARY 28, 2021. FAILURE TO DO SO MAY AFFECT YOUR ABILITY TO EVICT A RESIDENT WHO FAILS TO COMPLY WITH CTRA.

Purpose:

On January 29, 2021, Governor Gavin Newsom signed into law SB 91. It took effect immediately. This new law extends the COVID-19 Tenant Relief Act (CTRA), California's statewide eviction moratorium, through June 30, 2021, and enacts new protections for renters related to the COVID-19 pandemic. This new law also establishes a rental assistance program. **SB 91 requires this informational notice to be provided on or before February 28, 2021, to all residents who, as of February 1, have one or more outstanding rental payments due on or after March 1, 2020. Do not provide this form to residents who do not have outstanding rental payments.**

For information about the eviction protections enacted by CTRA, the new state rental assistance program, and CAA's 15-day notice and termination forms, go to www.caanet.org/CTRA/.

When to Use the Form:

Landlords are required to provide this informational notice about the changes in the law to all residents who owe one or more rental payments due between March 1, 2020, and February 1, 2021. This includes residents who owe rent for this time period and (a) have not yet received a notice to pay rent or quit, (b) have received a 15-day Notice, but did not return the declaration, and/or (c) have received a 15-day notice and DID return the declaration. **The notice must be provided to these residents on or before February 28, 2021.** No new 15-day notices can be served until the landlord has complied with this requirement.

Preparation of the Form:

1. Fill in the date of and names of the parties to the Rental/Lease Agreement and the location of the rental unit, including unit number and zip code.
2. **Signatures:** The person who signs for the Landlord may be the Landlord him/herself, or an agent who is authorized to act on behalf of the Landlord (the agent may be a manager, one of several co-owners, or another person). In the case of co-owners, the person who signs on behalf of the Landlord should be authorized to act on behalf of all the co-owners. If a manager or other person is signing on the owner's behalf: (1) the Landlord's name should be entered in the space marked "Landlord;" (2) the box next to "Landlord" must be checked and (3) the manager or other individual's name should be signed, and company affiliation provided.

Copies:

1. A minimum of three copies are required: one copy for the Resident, the original for the Court, and one copy for your file.
2. More copies will be needed if there is more than one Resident.
3. Serve legible copies and maintain the original for possible court action.

Service of Notice:

1. This informational notice must be served on the Resident. Fill out the **Proof of Service** portion of this form IMMEDIATELY AFTER you have served this form. The Landlord or anyone at least 18 years of age can serve a notice on a Resident. The person who served the notice is the "Declarant."

The informational notice may be served by "mail only." CAA strongly recommends serving this notice by regular mail. The Resident could refuse the Notice if served by certified or registered mail. CAA recommends mailing a copy to each Resident if multiple Residents have signed a joint Rental/Lease Agreement, if multiple Residents signed separate Rental/Lease Agreements, or if they do not have a written Rental/Lease Agreement. If you are serving a 15-day Notice to Pay Rent or Quit or Notice to Perform Covenants or Quit concurrently with this notice, you cannot serve that 15-day notice by mail. For more information on how to serve the 15-day notice, see the instruction sheets for the 15-day notice(s) you are serving.

2. If the informational notice is not served by mail, the Landlord must attempt personal service on the Resident at their residence and place of business before using "substituted" or "post and mail" service. Personal service means the notice is handed directly to the Resident by the person serving the notice. If multiple Residents have signed a joint Rental/Lease Agreement, it is sufficient to hand the copies for each Resident to just one of the Residents on the Rental/Lease Agreement. If there are



multiple Residents and they either do not have a written Rental/Lease Agreement or if they signed separate Rental/Lease Agreements, the notice must be separately served to each. If the Landlord cannot find the Resident at home or at their business, the Landlord can move to the next option, known as “substituted” service: leaving a copy of the notice with someone of “suitable age” at the Resident’s home or business and sending a copy of the notice through the mail to the Resident at their home. If the Landlord does not have the Resident’s home or business address or someone of “suitable age” cannot be found at either of those locations, the Landlord can use the last option, known as “post and mail” service: affixing a copy of the notice in a conspicuous place on the property and sending a copy through the mail to the Resident at the place where the property is situated. CAA strongly recommends using the “mail only” option described in Section 1.

3. The proof of service is not included in the page numbering of the form and is not required to be served with the notice. If you choose to include the proof of service, the copy of the proof of service served on the Resident should be left unsigned. The proof of service must be filled out after the notice has been served to the Resident.

Pitfalls and Precautionary Notes:

1. This form has been prepared by the California Apartment Association to help members comply with applicable California and Federal law. The California Apartment Association, its local Chapters, and Divisions do not make any representation or warranty about the legal sufficiency or effect of this form. Consult with an attorney if you require assistance in completing the form or to determine if use of the form is appropriate or changes to the form are necessary in any particular situation.
2. The California Apartment Association does not sanction any CAA form which has been altered or changed in any way.

