



**COVID-19 EMERGENCY EVICTION PROTECTIONS: KNOW YOUR RIGHTS  
(AS OF APRIL 14, 2020)**

**State of California (Judicial Council)**

**State of California (Governor)**

**Beverly Hills**

**Culver City**

**City of Los Angeles**

**County of Los Angeles**

**Santa Monica**

**West Hollywood**

**Cheat Sheet**



STATE OF CALIFORNIA (JUDICIAL COUNCIL)	
<b>DEFERRED RENT</b>	<b>NO.</b>
<b>PROTECTED TENANTS</b>	<b>All tenants, unless the court finds that the eviction case (“unlawful detainer action”) is necessary to protect public health and safety.</b>
<b>NOTICE TO LANDLORD</b>	➤ Tenants are not required to notify the landlord of an inability to pay rent due to reasons related to COVID-19.
<b>DOCUMENTATION</b>	➤ Tenants are not required to provide documentation to the landlord of an inability to pay rent due to reasons related to COVID-19.
<b>EVICITION PROTECTIONS</b>	<ul style="list-style-type: none"><li>➤ The court may not issue a summons in any eviction case, unless the court finds that the eviction case is necessary to protect public health and safety. A summons is the legal document that requires the tenant to file a response with the court within five (5) days after the summons is served on the tenant.</li><li>➤ The court may not enter a default judgment in any eviction case, unless the court finds that the eviction case is necessary to protect public health and safety. A default judgment is when the landlord asks the court to enter a judgment against a tenant who has not filed a response with the court within five (5) days after service of the summons.</li><li>➤ In pending eviction cases where the tenant has already appeared by filing a response with the court:<ul style="list-style-type: none"><li>• The court may not set a trial date earlier than 60 days after the landlord requests a trial, unless the court finds that an earlier trial is necessary to protect public health and safety; and</li><li>• If a trial has been set as of April 6, 2020, the court must continue the trial at least 60 days from the initial date of trial, unless the court finds that an earlier trial date is necessary to protect public health and safety.</li></ul></li></ul>
<b>EXPIRATION</b>	The emergency rule is in effect from April 6, 2020, until 90 days after the Governor lifts the COVID-19 state of emergency, or until the Judicial Council amends or repeals the rule.
<b>SOURCE</b>	<a href="#">Emergency Rule (April 6, 2020)</a>



STATE OF CALIFORNIA (GOVERNOR)	
DEFERRED RENT	<b>NO.</b>
PROTECTED TENANTS	<p><b>Tenants who are unable to pay all or some of the rent due to reasons related to COVID-19.</b> Reasons related to COVID-19 include:</p> <ul style="list-style-type: none"> <li>• The tenant was unavailable to work because the tenant was sick with, or was caring for a household or family member who was sick with, COVID-19 (whether suspected or confirmed);</li> <li>• The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or</li> <li>• The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.</li> </ul>
NOTICE TO LANDLORD	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must notify the landlord in writing that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19.</li> <li>➤ <b>DEADLINE:</b> Written notice <u>must</u> be given to the landlord before the rent is due, or within a reasonable time afterwards not to exceed <b>7 days</b>.</li> </ul>
DOCUMENTATION	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must retain verifiable documentation to support the assertion of an inability to pay: <ul style="list-style-type: none"> <li>• Employment termination notices;</li> <li>• Payroll checks;</li> <li>• Pay stubs;</li> <li>• Bank statements;</li> <li>• Medical bills; or</li> <li>• Signed letter or statement from employer or supervisor explaining tenant’s changed financial circumstances.</li> </ul> </li> <li>➤ The order states that “this documentation may be provided to the landlord no later than the time upon payment of back-due rent.” The meaning of this language is unclear.</li> </ul>
EVICITION PROTECTIONS	<ul style="list-style-type: none"> <li>➤ The order states that protected tenants who are served, while the executive order is in effect, with an eviction complaint for nonpayment of rent will have a 60-day extension to file a response. <b>However, it is not safe to rely on the extension.</b> Tenants should assume there is no extension of time and should file a response with the court within five (5) days after eviction complaint is served. This will prevent the landlord from obtaining a default judgment based on a claim that the tenant failed to file a timely response.</li> <li>➤ The order also prohibits Sheriff lock-outs of protected tenants through May 31, 2020. It is unclear how this protection would be implemented.</li> </ul>
EXPIRATION	The executive order is in effect through May 31, 2020.
SOURCE	<a href="#">Executive Order N-37-20 (March 27, 2020)</a>



BEVERLY HILLS	
<b>DEFERRED RENT</b>	<b>YES.</b> Protected tenants must pay the unpaid rent in full within <b>1 year</b> of the expiration of the local emergency.
<b>PROTECTED TENANTS</b>	<p><b>Tenants who demonstrate inability to pay the full rent due to “substantial”<sup>1</sup> financial impacts related to COVID-19.</b></p> <p>Financial impacts related to COVID-19 include:</p> <ul style="list-style-type: none"> <li>• Lost income as a result of being sick with (or caring for a household or family member who is sick with) COVID-19;</li> <li>• Lay-off, loss of hours, or other income reduction resulting from business closure or other economic impacts of COVID-19, whether the tenant is a salaried employee or self-employed;</li> <li>• Compliance with a government health authority’s recommendation to stay home, self-quarantine, etc.;</li> <li>• Extraordinary out-of-pocket medical expenses; or</li> <li>• Child care needs arising from school closures related to COVID-19</li> </ul>
<b>NOTICE TO LANDLORD</b>	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must notify the landlord in writing of lost income or extraordinary expenses and inability to pay full rent due to substantial financial impacts related to COVID-19.</li> <li>➤ “In writing” includes emails or texts to the landlord or landlord’s representative if that is the method of communication used previously, or if the parties agree to use emails or texts.</li> <li>➤ A copy of the written notice must be provided to the Rent Stabilization office by email (or if email is not feasible by mail along with notification by telephone).</li> <li>➤ <b>DEADLINE:</b> Written notice should be provided <b>as soon as possible</b> and <u>must</u> be provided within <b>7 days</b> after the date that rent is due.<sup>2</sup></li> </ul>
<b>DOCUMENTATION</b>	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must provide documentation to the landlord supporting the claim of inability to pay full rent, using the City’s <b>DOCUMENTATION FORM</b>. Supporting documentation can include: <ul style="list-style-type: none"> <li>• A written communication (including a text or email) from a household member’s employer;</li> <li>• Proof that an employer is a closed non-essential business; or</li> <li>• Recent pay stubs, or medical bills related to COVID-19.</li> </ul> </li> <li>➤ The tenant may send photocopies, photos, or scans of documents.</li> <li>➤ A copy of the documentation must be provided by the tenant to the Rent Stabilization office by email (or if email is not feasible by mail along with notification by telephone).</li> <li>➤ <b>DEADLINE:</b> Documentation should be provided <b>as soon as possible</b> and <u>must</u> be provided within <b>30 days</b> after the date that rent is due.</li> </ul>

<sup>1</sup> “Substantial” means “a material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstance which causes an unusual and significant financial impact on the tenant.”

<sup>2</sup> Because some tenants may not be aware of the urgency ordinance’s protections, the Deputy Director of the Rent Stabilization may extend the 7-day notice deadline for up to 30 days.



<b>EVICTION PROTECTIONS</b>	<ul style="list-style-type: none"><li>➤ Landlords may not endeavor to evict protected tenants for nonpayment of rent.</li><li>➤ Landlords may not endeavor to evict any tenant for a no-fault reason unless necessary for the health and safety of tenants, neighbors, or the landlord (and not based on the illness of the tenant or other occupant).</li></ul>
<b>OTHER PROTECTIONS</b>	<ul style="list-style-type: none"><li>➤ The urgency ordinance imposes a moratorium on annual rent increases for rent-stabilized rental units.</li><li>➤ Landlords may not charge or collect late fees for delayed rent until 1 year after the local emergency period ends.</li><li>➤ Ellis Act withdrawal and termination notices are tolled during the local emergency.</li><li>➤ Landlords may not seek delayed rent through the eviction or other legal process until 1 year after the local emergency period ends.</li><li>➤ If the landlord disagrees with the tenant's assertion of inability to pay full rent, the landlord must notify the tenant in writing, and the tenant may file an appeal with the City.</li><li>➤ The ordinance provides a defense if an unlawful detainer action is commenced in violation of the ordinance.</li></ul>
<b>EXPIRATION</b>	The ordinance is in effect for the duration of the local emergency.
<b>SOURCE</b>	<a href="#">Ordinance no. 20-O-2806 (April 1, 2020)</a> ; <a href="#">Documentation Form</a> ; <a href="#">Things You Should Know</a>



CULVER CITY	
<b>DEFERRED RENT</b>	<b>YES.</b> Protected tenants will have <b>6 months</b> after the expiration of the local emergency period to pay all back rent.
<b>PROTECTED TENANTS</b>	<p><b>Tenants who are able to show an inability to pay rent due to circumstances related to the COVID-19 pandemic.</b></p> <p>Circumstances related to the COVID-19 pandemic include:</p> <ul style="list-style-type: none"> <li>• Loss of income due to a COVID-19 related workplace closure;</li> <li>• Child care expenditures due to school closures;</li> <li>• Health care expenses related to being ill with COVID-19;</li> <li>• Expenses or loss of income due to caring for a member of the tenant’s household who is ill with COVID-19; or</li> <li>• Reasonable expenditures that stem from government-ordered emergency measures</li> </ul>
<b>NOTICE TO LANDLORD</b>	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must notify the landlord in writing of the tenant’s inability to pay full rent due to circumstances related to the COVID-19 pandemic. “In writing” includes email or texts to a landlord or landlord’s representative with whom the tenant has previously communicated by email or text.</li> <li>➤ <b>DEADLINE:</b> Written notice should be provided <b>as soon as possible</b> and <u>must</u> be provided within <b>30 days</b> after the date that rent is due.</li> </ul>
<b>DOCUMENTATION</b>	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must provide documentation to the landlord supporting the claim of inability to pay full rent due to circumstances related to COVID-19 pandemic: <ul style="list-style-type: none"> <li>• A signed and dated declaration under penalty of perjury stating that the tenant is unable to pay rent and describing the reasons for the inability to pay; and</li> <li>• The tenant must also make a <b>diligent and good faith effort to provide such documentation</b> of the tenant’s inability to pay rent <b>as is readily available</b> to the tenant.</li> </ul> </li> <li>➤ The signed declaration and legible copies of one or more of the following (or other documentation appropriate to the circumstances) may be used to create a rebuttable presumption that the tenant is protected: <ul style="list-style-type: none"> <li>• Written communication from the tenant’s employer that tenants’ hours have been reduced or wages have been suspended, or that tenant’s employment has been terminated;</li> <li>• Paycheck stubs and time cards;</li> <li>• Notification from a school declaring a school closure, or other public notice of a school closure;</li> <li>• Proof of out-of-pocket medical expenses;</li> <li>• Proof of out-of-pocket child care expenses; or</li> <li>• Proof of being under medical care or medical quarantine.</li> </ul> <p><i>**The landlord must hold all medical and financial information provided by the tenant in a separate confidential and secured file, and must only use the information for evaluating the tenant’s inability to pay the rent.**</i></p> </li> <li>➤ The landlord may not require a particular form of documentation from the tenant.</li> <li>➤ <b>DEADLINE:</b> Documentation should be provided <b>as soon as possible</b> and <u>must</u> be provided within <b>30 days</b> after the date that rent is due.</li> </ul>



<b>EVICTION PROTECTIONS</b>	<ul style="list-style-type: none"><li>➤ All evictions are prohibited through May 31, 2020, except for the following permitted evictions:<ul style="list-style-type: none"><li>• Nonpayment of rent where the tenant has the ability to pay the rent, or where the tenant failed to satisfy the requirements to provide timely notice and documentation to the landlord of inability to pay.</li><li>• The tenant’s use of the rental unit for an illegal purpose and failure to correct the condition after written notice.</li><li>• The tenant’s refusal to allow entry to the rental unit as authorized by law, except where the landlord’s entry would violate an order for an occupant to self-isolate or remain in quarantine.</li><li>• The tenant’s creation or maintenance of a dangerous and unsanitary condition that has not been promptly abated or repaired. The landlord must give detailed written notice to the tenant and to the Housing Division describing the nature of the condition, the reason eviction is necessary, and the steps taken by the landlord to avoid eviction.</li><li>• In cases where eviction is necessary to address an imminent and objectively verifiable threat to the health of safety of a member of the household or other residents or to the landlord or landlord’s employees. The landlord must give detailed written notice to the tenant and to the Housing Division describing the nature of the imminent threat, the reason eviction is necessary to address the threat, and the steps taken by the landlord to avoid eviction.</li></ul></li><li>➤ For permitted evictions, the landlord must provide all of the following to the Housing Division:<ul style="list-style-type: none"><li>• A copy of the notice;</li><li>• A description of the circumstances cited by the landlord as the basis for the permitted eviction; and</li><li>• Such additional information the Housing Division deems necessary to determine whether the eviction qualifies as a permitted eviction.</li></ul></li></ul>
<b>OTHER PROTECTIONS</b>	<ul style="list-style-type: none"><li>➤ Landlords may not charge or collect late charges or fees when a protected tenant is unable to pay rent during the local emergency period.</li><li>➤ Until 6 months after the expiration of the local emergency period, landlords may not use the eviction process to seek back rent from a protected tenant who was unable to pay rent during the local emergency period.</li><li>➤ During the 6-month grace period, the landlord may collect rent as it accrues for each rental period but may not terminate the tenancy of a protected tenant for nonpayment of back rent.</li><li>➤ A landlord’s noncompliance with the public orders and implementation measures shall constitute an affirmative defense against an unlawful detainer action.</li></ul>
<b>EXPIRATION</b>	The public orders are in effect through May 31, 2020.
<b>SOURCE</b>	<a href="#">(1) Public Order (March 16, 2020)</a> ; <a href="#">(2) Second Supplement to Public Order (March 27, 2020)</a> ; <a href="#">(3) Amended Rules and Implementation Measures Regarding Residential Eviction Moratorium (April 3, 2020)</a>



CITY OF LOS ANGELES	
<b>DEFERRED RENT</b>	<b>YES.</b> Protected tenants will have up to <b>12 months</b> following the expiration of the local emergency period to repay any past due rent. <sup>1</sup>
<b>PROTECTED TENANTS</b>	<p><b>Tenants who are unable to pay rent due to circumstances related to the COVID-19 pandemic.</b> Circumstances related to the COVID-19 pandemic include:</p> <ul style="list-style-type: none"> <li>• Loss of income due to a COVID-19 related workplace closure;</li> <li>• Child care expenditures due to school closures;</li> <li>• Health care expenses relating to being ill with COVID-19 or caring for a member of the tenant’s household or family who is ill with COVID-19; or</li> <li>• Reasonable expenditures that stem from government-ordered emergency measures.</li> </ul>
<b>NOTICE TO LANDLORD</b>	➤ Although the ordinance does not require the tenant to notify the landlord of the tenant’s inability to pay rent due to circumstances related to the COVID-19 pandemic, the tenant should notify the landlord in writing <b>as soon as possible.</b>
<b>DOCUMENTATION</b>	<p>➤ Although the ordinance does not require the tenant to provide documentation to the landlord that the tenant is unable to pay rent due to circumstances related to the COVID-19 pandemic, the tenant should keep documentation; for example:</p> <ul style="list-style-type: none"> <li>• Letter from employer citing COVID-19 as a reason for reduced work hours or termination;</li> <li>• Employer paycheck stubs;</li> <li>• Bank statements;</li> <li>• Doctor’s note; or</li> <li>• School notifications.</li> </ul> <p>➤ Documentation will be needed if an eviction lawsuit is filed against the tenant.</p>
<b>EVICITION PROTECTIONS</b>	<p>➤ During the local emergency period:</p> <ul style="list-style-type: none"> <li>• Landlords may not evict protected tenants for nonpayment of rent.</li> <li>• Landlords may not exercise no-fault evictions.</li> <li>• Landlords may not exercise evictions based on unauthorized occupants, pets, or nuisance related to COVID-19.</li> </ul>

<sup>1</sup> The ordinance provides that the tenant and landlord may, prior to the expiration of the local emergency period or within 90 days of the first missed rent payment, whichever comes first, mutually agree to a repayment plan selected from options promulgated by the Housing + Community Investment Department (“HCIDLA”) for that purpose. NOTE: Tenants are advised to exercise caution and to seek legal advice before agreeing to a payment plan.



<b>OTHER PROTECTIONS</b>	<ul style="list-style-type: none"><li>➤ Landlords may not increase rents on occupied rent-stabilized units from March 30, 2020, until 60 days after the local emergency period ends.</li><li>➤ Landlords may not remove residential rental property from the rental market under the Ellis Act during the pendency of the local emergency period.</li><li>➤ Landlords may not terminate tenancies under the Ellis Act until 60 days after the expiration of the local emergency period.</li><li>➤ Landlords may not charge interest or a late fee on rent not paid during the local emergency period.</li><li>➤ Landlords must give written notice of the protections afforded by the ordinance to tenants by April 26, 2020.</li><li>➤ If served with a 3-day notice to pay or quit, the tenant may file a complaint with HCIDLA, who will review the 3-day notice and the tenant’s documentation of inability to pay rent. If HCIDLA determines that the tenant’s claim is supported, HCIDLA will send a letter to the landlord requesting cancellation of the 3-day notice.</li><li>➤ Tenants may use the protections afforded in section 49.99.2 of the ordinance as an affirmative defense in an unlawful detainer action.</li></ul>
<b>EXPIRATION</b>	The local emergency period will expire when the Mayor declares the end of the local emergency.
<b>SOURCE</b>	(1) <a href="#">Ordinance no. 186585 (March 31, 2020)</a> ; (2) <a href="#">Public Order (March 30, 2020)</a> ; <a href="#">COVID-19 Renter Protections</a>



COUNTY OF LOS ANGELES <sup>1</sup>	
<b>DEFERRED RENT</b>	<b>YES.</b> Protected tenants will have <b>12 months</b> following the termination of the executive order to pay any amounts due and owing under the order. <sup>2</sup>
<b>PROTECTED TENANTS</b>	<p><b>Tenants who demonstrate an inability to pay rent, late charges, or any other fees accrued due to financial impacts related to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions.</b> “Financial impacts” means a substantial loss of household income due to business closure, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket medical expenses. A financial impact is “related to COVID-19” if it was a result of any of the following:</p> <ul style="list-style-type: none"> <li>• Suspected or confirmed case of COVID-19, or caring for a household or family member who is suspected or confirmed with COVID-19;</li> <li>• Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19;</li> <li>• Compliance with a recommendation from the County’s Health Officer to stay home, self-quarantine, or avoid congregating with others during the state of emergency;</li> <li>• Extraordinary out-of-pocket medical expenses related to diagnosis and testing for and/or treatment of COVID-19; or</li> <li>• Child care needs arising from school closures relating to COVID-19</li> </ul>
<b>NOTICE TO LANDLORD</b>	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must provide notice to the landlord that the tenant is unable to pay rent, late charges, or any other fees accrued due to financial impacts related to COVID-19.</li> <li>➤ The tenant should provide the notice in writing.</li> <li>➤ <b>DEADLINE:</b> Notice should be provided as <b>soon as possible</b> and <u>must</u> be provided within <b>7 days</b> after the date that rent was due, unless extenuating circumstances exist.</li> </ul>
<b>DOCUMENTATION</b>	<ul style="list-style-type: none"> <li>➤ Although the executive order does not require the tenant to provide documentation to the landlord demonstrating an inability to pay rent, late charges, or any other fees accrued due to financial impacts related to COVID-19, the tenant should keep documentation.</li> <li>➤ Documentation will be needed if an eviction lawsuit is filed against the tenant.</li> <li>➤ The tenant is allowed to provide, and the landlord must accept, a <b>self-certification</b> of the tenant’s inability to pay rent, and to provide notice to the landlord to that effect.</li> </ul>

<sup>1</sup> Cities that have local eviction moratoria in place are exempted.

<sup>2</sup> The executive order encourages tenants and landlords to agree to a payment plan during the 12-month repayment period, but nothing in the order shall be construed as preventing landlords from requesting and accepting partial rent payments, or preventing tenants from making such payments during the 12-month period if the tenant is financially able to do so. NOTE: Tenants are advised to exercise caution and to seek legal advice before agreeing to a payment plan.



<b>EVICTION PROTECTIONS</b>	<p>➤ From March 4, 2020, through May 31, 2020 (the “Moratorium Period”):</p> <ul style="list-style-type: none"><li>• Landlords may not evict protected tenants for nonpayment of rent, late charges or any other fees accrued.</li><li>• Landlords may not evict for reasons amounting to a no-fault eviction, unless necessary for health and safety reasons.</li><li>• Landlords may not initiate an eviction for unauthorized occupants, pets or nuisance as necessitated by or related to the COVID-19 emergency.</li></ul>
<b>OTHER PROTECTIONS</b>	<p>➤ Rent increases for rent-stabilized rental units are prohibited during the Moratorium Period.</p> <p>➤ Landlords may not charge interest or late fees on unpaid rent during the Moratorium Period, and may not attempt to collect any interest and late fees incurred during the Moratorium Period following termination of the temporary moratorium on evictions of protected tenants for non-payment of rent.</p> <p>➤ The executive order grants an affirmative defense if an unlawful detainer action is commenced in violation of the executive order.</p>
<b>EXPIRATION</b>	The executive order is in effect from March 4, 2020, through May 31, 2020.
<b>SOURCE</b>	<a href="#">Executive Order (March 19, 2020)</a> ; <a href="#">Motion by Mark Ridley-Thomas (March 31, 2020)</a> ; <a href="#">Statement of Proceedings (March 31, 2020)</a> ; <a href="#">Resolution Amending Executive Order</a> , approved as amended on <a href="#">April 14, 2020</a> ; <a href="#">Frequently Asked Questions</a>



SANTA MONICA

<b>DEFERRED RENT</b>	<b>YES.</b> Protected tenants will have up to <b>6 months</b> following the expiration of the executive order to pay any rent that was unpaid due to financial impacts related to COVID-19 while the executive order was in effect.
<b>PROTECTED TENANTS</b>	<p><b>Tenants who are unable to pay rent due to financial impacts related to COVID-19.</b> Financial impacts related to COVID-19 include, but are not limited to, lost household income as a result of any of the following:</p> <ul style="list-style-type: none"> <li>• Being sick with, or caring for someone who is sick with, COVID-19;</li> <li>• Layoff, loss of hours, or other income reduction resulting from reduction of hours or closures or any other economic impacts of COVID-19;</li> <li>• Compliance with a government health authority’s recommendation to stay home, self-quarantine, or avoid congregating with others during the state of emergency;</li> <li>• Extraordinary out-of-pocket medical expenses; or</li> <li>• Child care needs due to school closures or other circumstances related to COVID-19.</li> </ul>
<b>NOTICE TO LANDLORD</b>	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must notify the landlord in writing that the tenant is unable to pay rent due to financial impacts related to COVID-19. “In writing” may be email, text, letter, or any other form of written communication. See SM <a href="#">SAMPLE NOTICE</a>.</li> <li>➤ <b>DEADLINE:</b> Written notice should be provided <b>as soon as possible</b>, and <u>must</u> be provided within <b>30 days</b> after the date that rent is due.</li> </ul>
<b>DOCUMENTATION</b>	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must provide documentation to the landlord supporting the claim that the tenant is unable to pay rent; for example: <ul style="list-style-type: none"> <li>• Letter from an employer citing COVID-19 as a reason for reduced work hours or termination;</li> <li>• Paycheck stubs from before and after the COVID-19 outbreak;</li> <li>• Bank statements showing the tenant’s financial situation before and after the outbreak; or</li> <li>• Bills from extraordinary out-of-pocket medical expenses or other expenses related to the outbreak.</li> </ul> <p><i>**The landlord must hold any medical or financial information provided by the tenant in confidence and may only use the information as documentation for processing tenant’s claim.**</i></p> </li> <li>➤ Documentation must be provided in writing, which may be email, text, letter, or any other form of written communication.</li> <li>➤ Documentation showing: (i) any loss of income or increase in expenses, and (ii) a statement from the tenant that the loss of income or increase in expenses is due to financial impacts related to COVID-19, creates a rebuttable presumption that a tenant is unable to pay rent due to financial impacts related to COVID-19.</li> <li>➤ <b>DEADLINE:</b> Documentation should be provided <b>as soon as possible</b> and <u>must</u> be provided within <b>30 days</b> after the date that rent is due.</li> </ul>



<b>EVICTIION PROTECTIONS</b>	<ul style="list-style-type: none"><li>➤ Landlords may not endeavor to evict protected tenants for nonpayment of rent.</li><li>➤ Landlords may not endeavor to evict tenants in no-fault evictions.</li><li>➤ Landlords may not endeavor to evict tenants based on the presence of unauthorized occupants or their pets.</li><li>➤ Landlords may not endeavor to evict tenants based on nuisance, unless the nuisance substantially endangers or impairs the health or safety of a tenant or other persons in the vicinity of the premises, or causes or threatens to cause substantial damage to the premises, and the reason is stated in the notice as the grounds for the eviction.</li><li>➤ Landlords may not endeavor to evict tenants on the ground that the tenant denied entry by the landlord, unless the tenant unreasonably denied entry to remedy a condition that substantially endangers or impairs the health or safety of a tenant or other persons in the vicinity of the premises, or that is causing or threatening to cause substantial damage to the premises. A landlord who enters to remedy such a condition must ensure that appropriate social distancing, cleaning, and sanitation measures are taken during the entry, and the landlord must promptly leave if the tenant revokes permission to enter because of the landlord’s failure to observe these measures.</li></ul>
<b>OTHER PROTECTIONS</b>	<ul style="list-style-type: none"><li>➤ Landlords may not charge or collect a late fee, penalty, or interest for rent that is delayed for the reasons stated in the order.</li><li>➤ Effective April 24, 2020, Landlords must provide tenants with notice of the executive order’s eviction protections. The notice must be: (i) provided in writing by mail or email, or posted in a conspicuous location at the property; (ii) included with any eviction notice given as part of an eviction process (e.g., notice to pay or quit, notice to perform covenant or quit, notice to terminate); and (iii) provided if the landlord files an unlawful detainer action.</li><li>➤ If an unlawful detainer action is filed during the period in which the Judicial Council prohibits courts from issuing a summons in unlawful detainer actions, the landlord must serve the tenant with a copy of the unlawful detainer complaint within 3 days of filing the complaint.</li><li>➤ Landlords may not endeavor to evict tenants for failure to pay rent that was unpaid due to financial impacts related to COVID-19 while the executive order was in effect until 6 months after the expiration of the executive order.</li><li>➤ Removal of rental units from the rental market and termination of tenancies under the Ellis Act are restricted.</li><li>➤ The executive order grants an affirmative defense that may be raised at any time in an unlawful detainer action in the event that the action is commenced in violation of the order, as well as other affirmative defenses that may be raised in specified unlawful detainer actions.</li></ul>
<b>EXPIRATION</b>	The executive order is in effect through May 31, 2020.
<b>SOURCE</b>	(1) <a href="#">Second Revised First Supplement to Executive Order (April 8, 2020)</a> ; (2) <a href="#">Sample Notice to Landlord</a>



WEST HOLLYWOOD	
<b>DEFERRED RENT</b>	<b>YES.</b> Protected tenants must pay the unpaid rent within <b>12 months</b> of the expiration of the local emergency. <sup>1</sup>
<b>PROTECTED TENANTS</b>	<p><b>Tenants who demonstrate an inability to pay full rent due to financial impacts related to COVID-19:</b></p> <ul style="list-style-type: none"> <li>• Being sick with, or caring for a household member who is sick with, COVID-19;</li> <li>• Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19;</li> <li>• Compliance with a government health authority’s recommendation to isolate, quarantine or avoid congregating;</li> <li>• Extraordinary out-of-pocket medical expenses; or</li> <li>• Child care needs arising from school closures related to COVID-19.</li> </ul>
<b>NOTICE TO LANDLORD</b>	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must notify the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19. “In writing” includes emails or texts to the landlord or the landlord’s representative with whom the tenant has previously corresponded by email or text. See WH <a href="#">NOTICE TEMPLATE</a>.</li> <li>➤ <b>DEADLINE:</b> Written notice should be provided <b>as soon as possible</b> and <u>must</u> be provided within <b>30 days</b> after the date that rent is due.</li> </ul>
<b>DOCUMENTATION</b>	<ul style="list-style-type: none"> <li>➤ To be protected, the tenant must provide documentation <u>or</u> explanation to the landlord supporting the claim of inability to pay the rent; for example: <ul style="list-style-type: none"> <li>• Proof of being sick with, or caring for a household or family member who is sick with, COVID-19;</li> <li>• Letter, email, or texts related to lay-off, loss of hours or other income reduction;</li> <li>• Health authority communication about recommendation to stay home, self-quarantine, etc.;</li> <li>• Medical bills;</li> <li>• Receipts/invoices of child-care costs; or</li> <li>• Explanation from the tenant as to how incoming finances have been impacted by COVID-19 and why tenant is unable to all or part of rent.</li> </ul> <p><i>**The landlord must hold any medical or financial information provided by the tenant in confidence and may only use the information for evaluating the tenant’s claim.**</i></p> </li> <li>➤ <b>DEADLINE:</b> Documentation or explanation should be provided <b>as soon as possible</b> and <u>must</u> be provided within <b>30 days</b> after the date that rent is due.</li> </ul>
<b>EVICITION PROTECTIONS</b>	<ul style="list-style-type: none"> <li>➤ During the period of local emergency, landlords may not endeavor to evict protected tenants for nonpayment of rent.</li> <li>➤ During the period of local emergency, landlords may not endeavor to evict tenants based on the presence of unauthorized occupants related to COVID-19.</li> </ul>

<sup>1</sup> The urgency ordinance strongly encourages landlords to offer payment plans to tenants after the period of local emergency, which may go beyond the 12-month repayment period upon mutual written agreement of the parties. NOTE: Tenants are advised to exercise caution and to seek legal advice before agreeing to a payment plan.



<b>OTHER PROTECTIONS</b>	<ul style="list-style-type: none"><li>➤ Landlords may not increase rents on occupied rent-stabilized units from April 6, 2020, through 60 days after the expiration of the local emergency period.</li><li>➤ Landlords may not charge or collect a late fee or interest for the delayed rent.</li><li>➤ During the 6-month repayment period, may not seek the delayed rent through the eviction process.</li><li>➤ The ordinance grants a defense if an unlawful detainer action is commenced in violation of the ordinance.</li></ul>
<b>EXPIRATION</b>	The ordinance remains in effect through May 31, 2020.
<b>SOURCE</b>	(1) <a href="#">Revised Urgency Ordinance</a> as approved on <a href="#">April 6, 2020</a> ; (2) <a href="#">COVID-19 Eviction Moratorium Fact Sheet</a> ; (3) <a href="#">Renter Resources</a>



CHEAT SHEET								
	CA JUDICIAL COUNCIL	CA GOVERNOR	BEVERLY HILLS	CULVER CITY	CITY OF LOS ANGELES	COUNTY OF LOS ANGELES <sup>1</sup>	SANTA MONICA	WEST HOLLYWOOD
Rent Deferral	No	No	Yes	Yes	Yes	Yes	Yes	Yes
Repayment Period	No	N/A	1 year	6 mos.	12 mos.	12 mos.	6 mos.	12 mos.
Notice Deadline	No	7 days	7 days	30 days	None	7 days	30 days	30 days
Documentation Deadline	No	None <sup>2</sup>	30 days	30 days	None	None	30 days	30 days <sup>3</sup>
Prohibits Nonpayment Evictions <sup>4</sup>	No	No	Yes	Yes	Yes	Yes	Yes	Yes
Prohibits No-Fault Evictions	No	No	Yes <sup>5</sup>	Yes <sup>6</sup>	Yes	Yes <sup>7</sup>	Yes	No
Prohibits Other Evictions	No	No	No	Yes <sup>8</sup>	Yes <sup>9</sup>	Yes <sup>10</sup>	Yes <sup>11</sup>	No
Ellis Act Restrictions	No	No	Yes	No	Yes	No	Yes	No
Prohibits Late Fees	No	No	Yes	Yes	Yes	Yes	Yes	Yes
Rent Freeze	No	No	Yes <sup>12</sup>	No	Yes <sup>13</sup>	Yes <sup>14</sup>	No	Yes <sup>15</sup>

<sup>1</sup> Cities that have local eviction moratoria in place are exempted.

<sup>2</sup> The executive order states that the tenant’s documentation “may be provided to the landlord no later than the time upon payment of back-due rent.”

<sup>3</sup> Tenants may provide documentation or an explanation to support the claim of inability to pay rent.

<sup>4</sup> Protected tenants only.

<sup>5</sup> Unless necessary for the health and safety of tenants, neighbors, or the landlord.

<sup>6</sup> Except where necessary to address an imminent and objectively verifiable threat to the health or safety of a member of the tenant’s household or other residents of the rental property, or to the landlord or landlord’s employees.

<sup>7</sup> Unless necessary for health and safety reasons.

<sup>8</sup> Prohibits all evictions of residential tenants except certain “permitted evictions” (see Culver City table for details).

<sup>9</sup> Prohibits evictions based on the presence of unauthorized occupants, pets or nuisance related to COVID-19.

<sup>10</sup> Prohibits evictions for unauthorized occupants, pets or nuisance as necessitated by or related to the COVID-19 emergency.

<sup>11</sup> Prohibits (1) evictions based on the presence of unauthorized occupants or their pets; (2) evictions based on nuisance, unless the nuisance substantially endangers or impairs the health or safety of specified persons, or threatens to cause substantial damage to the premises; and (3) evictions on the ground that the tenant denied entry by the landlord, unless the tenant unreasonably denied entry to remedy a condition that substantially endangers or impairs the health or safety of specified persons, or that is causing or threatening to cause substantial damage to the premises.

<sup>12</sup> For rent-stabilized rental units in the City of Beverly Hills only.

<sup>13</sup> For occupied rent-stabilized rental units in the City of Los Angeles only.

<sup>14</sup> For rent-stabilized rental units in unincorporated County of Los Angeles only.

<sup>15</sup> For occupied rent-stabilized units in the City of West Hollywood only.



<b>ADDITIONAL PROTECTION MEASURES PASSED WITHIN L.A. COUNTY</b>
<b>California State</b>
<b>LA Superior Court Administrative Order 3.17.20</b> <b>LA Superior Court Administrative Order 3.19.20</b> <b>CA Court Emergency Orders</b> <b>Superior Court of California News Release 3.23.20</b>
<b>Alhambra</b>
<b>Baldwin Park</b>
<b>Beverly Hills</b>
<b>Burbank</b>
<b>Commerce</b>
<b>Culver City</b>
<b>El Monte</b>
<b>Glendale</b>
<b>Hermosa Beach</b>
<b>Huntington Park</b>
<b>Inglewood</b>
<b>Long Beach</b>
<b>Los Angeles City</b>
<b>Los Angeles County</b>
<b>Lynwood</b>
<b>Manhattan Beach</b>
<b>Maywood</b>
<b>Pasadena</b>
<b>Pomona</b>
<b>Santa Monica</b>
<b>South Gate</b>
<b>South Pasadena</b>
<b>West Hollywood</b>
<b>Whittier</b>

*This is a non-exhaustive list for informational purposes only. For more information, please see [L.A. County's Temporary Eviction Moratorium and Rent Freeze](#)*



\* This guide is intended to provide accurate, general information regarding legal rights relating to housing in the County of Los Angeles, as of the date listed above. Yet because laws and legal procedures are subject to frequent change and differing interpretations, Bet Tzedek Legal Services cannot ensure the information in this guide is current nor be responsible for any use to which it is put. Do not rely on this information without consulting an attorney or the appropriate agency about your rights in your particular situation.