



Frequently Asked Questions: General Information for Tenants

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1. Is there a moratorium on evictions?

No. There is no moratorium on evictions, although some local jurisdictions have passed temporary eviction protections. These protections give a tenant additional rights, but they do not prevent landlords from starting evictions against tenants. In other words, tenants can still be served with an eviction notice, which is the formal start of the eviction process, and, even though most cases will not move forward in court, landlords can still file unlawful detainer (eviction) lawsuits when the notice expires.

2. Do I have to pay rent now?

It depends. Tenants are legally obligated to pay the rent when it comes due, unless a local emergency protection gives the tenant additional time to pay. In those jurisdictions, tenants are typically required to give notice and have documentation of inability to pay the rent due to COVID-19.



3. What should I do if I will not be able to pay my rent?

If you will not be able to pay the rent due to a loss of income or increase in expenses caused by the COVID-19 crisis, notify your landlord **in writing** as soon as possible.

Keep records and copies of all communications between you and the landlord. Document how you contact your landlord. For example, if you mail the written notice, videotape yourself putting the communication in the mailbox. If you cannot go to the post office, you may also send a text or email to your landlord.

- Click: [Can't Pay Rent in Los Angeles](#)

4. Do I have to show that I am unable to pay my rent because of COVID-19?

It depends on where you live. Some cities have passed emergency ordinances or protections that give you more time to pay your rent if you are impacted by COVID-19, but you must have documentation which you may need to provide to the landlord within a certain time. You should get legal advice to find out how these laws apply to you.

5. What if I am unable to provide documentation of loss of income due to COVID-19 because I do not receive pay stubs or have a bank account?

You should still write a letter to your landlord about your inability to pay due to loss of income caused by the COVID-19 crisis. If you are self-employed and do not receive pay stubs, make sure you write that in your letter. Be as specific as possible about why you are unable to pay the rent. Again, if you are unable to provide documentation of your inability to pay rent, you should get legal advice about other alternatives.

6. Will I be obligated to pay the rent later?

As of this point in time, yes. We are fighting for rent forgiveness and other relief. Be frugal. Save as much money as you can. It is understandable that families are having to make difficult decisions and may have to prioritize other expenses.

We are fighting for additional protections, but we can't do it without you. Contact your local representatives to express your concerns.



7. What if I have the rent but I am afraid that later I will not have enough money to eat?

Make a 4-month budget. What is your anticipated income? What are your anticipated expenses prioritized as follows: 1) food; 2) medical expenses; 3) rent; 4) other debt. Make frugal decisions based on your needs.

If you have the money to pay the full amount of rent due but choose to save it, you will not be eligible for eviction protection under current local measures.

The situation remains fluid and unpredictable. Get involved, including contacting your local representatives.

8. How much time will I get to pay the rent back?

It depends on where you live and what laws apply to you. For example, in the City of Los Angeles, protected tenants have 12 months from the end of the local emergency period to pay past due rent.

9. What if my landlord asks me to sign a payment plan?

Some landlords are asking tenants to sign payment plans, which create an alternative schedule for when tenants will pay their rent during or after the COVID-19 pandemic. As stated above, some cities in LA have given tenants additional time to pay back their rent. In order to protect their rights under these laws, tenants should exercise caution and seek legal advice before signing any payment plan.

10. What should I do if I receive a 3-day notice to pay rent or quit?

Although some local jurisdictions have passed emergency tenant protections, and although the Los Angeles County courts are on modified schedule and have frozen most eviction cases, it is still possible for your landlord to serve a notice to terminate your tenancy, such as a 3-day notice to pay rent or quit.

If you receive a 3-day notice to pay rent or quit, and you pay the rent owed before the notice expires, your landlord should not file an eviction lawsuit against you. If because of the pandemic you are unable to pay the rent, you should notify your landlord in writing immediately and keep any documents or proof of your inability to pay related to COVID-19. To be safe, all tenants who receive a 3-day notice to pay rent or quit or any other



type of eviction notice should seek legal advice immediately. Your landlord cannot force you out of your apartment.

11. Can my landlord evict me for reasons other than non-payment of rent?

Again, it depends on the jurisdiction where you live. In the City of Los Angeles, for example, landlords cannot exercise so-called “no-fault” evictions (including Ellis Act evictions) during the local emergency period, and they cannot evict tenants because of pets, unauthorized occupants, or nuisances related to the COVID-19 pandemic. It is important that you consult an attorney who knows the laws that apply to you.

12. What should I do if I receive court papers (summons and complaint) for an eviction lawsuit?

Although some local jurisdictions have passed emergency tenant protections, and although Los Angeles County courts are on a modified schedule and have frozen most eviction cases, it is still possible for your landlord to file an unlawful detainer (eviction) lawsuit against you.

As stated above, there is an [emergency rule](#) that temporarily prevents courts from issuing a summons for an eviction lawsuit in most cases, **but not in cases where the court has found it necessary to protect public health and safety.**

In these eviction cases where the public health and safety exception applies, the landlord can serve a summons and complaint on a tenant. If you receive a summons, a complaint, or any court papers for an eviction lawsuit, you should seek legal services immediately. A default judgment can prevent a tenant from fighting their case in court.

Because the emergency rule has a public health and safety exception, tenants should not assume that their eviction case is frozen. If you receive a summons and complaint for an eviction lawsuit, you should seek legal services.

13. What should I do if I have been served with a summons and complaint in an eviction lawsuit but have not filed an answer with the court?

You can still answer and should do so (we may be able to assist you). If the summons and complaint was served **before** March 17, 2020, you should file an answer on or before April 17, 2020. If the summons and



complaint was served **on or after** March 17, 2020 but **before** April 17, 2020, you should file an answer on or before April 23, 2020. If the summons and complaint is served **on or after** April 17, 2020, you should file an answer within 5 days after you are served.

14. What should I do if I have been served with “ex parte” court papers which tell me I have to go to court?

You should seek legal services immediately. Tell legal services that this is an urgent matter and you need help as soon as possible. You should plan to go to court on the date and time stated on the ex parte papers. This likely means that your landlord is asking the court to move an eviction lawsuit forward against you because it is needed to protect health and safety. If the court agrees *and* you are served with a summons and complaint, you must file an answer within 5 days. Otherwise, a default judgment will be entered against you and you will lose the eviction case automatically.

15. What should I do if I receive a notice from the court telling me I have been sued in an unlawful detainer (eviction lawsuit)?

The time to file an answer with the court will not start until you are served with a summons. If served with a summons, you will have 5 days to file an answer with the court. The landlord may not lock you out of your rental unit. Seek legal advice immediately.

16. Can my landlord lock me out?

No. This is illegal and a crime under the law. Also, landlords may not disconnect utilities, remove doors or windows, or remove a tenant’s personal property with intent to evict the tenant.

If your landlord is threatening to lock you out, get legal assistance immediately.

17. If the courts are closed, can my landlord lock me out?

No, it does not matter that the courts are currently not hearing unlawful detainer cases. Under no circumstances may a landlord lock out a tenant without following the court process.



* 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.