

COVID-19 Emergency Protections for Tenants in Los Angeles County



Preventing and
Ending Homelessness
Project

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COVID-19 Emergency Protections: What You Need to Know



Since early March, numerous jurisdictions (city, county, and state) have passed emergency protections for residential tenants who have been hurt by the global health pandemic of COVID-19. All emergency protections make it very clear that tenants are still obligated to pay rent. However, tenants may have additional time to pay the rent if they meet certain requirements.

Since early April 2020, unlawful detainer (eviction) lawsuits were frozen and were not moving forward unless a “public health and safety” exception applied. **Beginning on September 2, 2020, unlawful detainer lawsuits will be moving forward again, although we expect some backlog in the courts.** It is important that you understand your rights. We urge you to seek legal advice as soon as possible if you receive an eviction notice from your landlord or legal documents from the court. Also, stay up to date on what is happening in your community, as things are changing rapidly.

In this guide, you will find general information to help you understand your tenancy rights during the pandemic emergency:

- [Expiration of Statewide Emergency Eviction Rule \(Sept. 1, 2020\)](#)
- [Court Schedule for Unlawful Detainer \(Eviction\) Cases in Los Angeles County](#)
- [Sheriff Lockouts](#)
- [Los Angeles COVID-19 Rent Relief](#)
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- Cities in the County of Los Angeles That Have Issued Emergency Tenant Protections
- Resources and Tools:
 - Flowchart: COVID-19 Unlawful Detainer Process in Los Angeles County
 - Sample Letters to Landlord
 - Sample Letter A (Notice of Inability to Pay Rent due to COVID-19)
 - English
 - Spanish
 - Sample Letter B (Documentation of Inability to Pay Rent due to COVID-19)
 - English
 - Spanish
 - Sample Letter C (Illegal Lockout)
 - English
 - Spanish

This guide is for general informational purposes only and applies only to residential tenancies in the County of Los Angeles. For specific advice on how the COVID-19 emergency protections may apply to you, seek legal assistance from a qualified attorney.

Updated August 26, 2020. Content may change pending new information. Visit the [resources](http://www.betztedek.org) page of our website (www.betztedek.org) for updates.



Expiration of Statewide Emergency Eviction Rule (Sept. 1, 2020):

On April 6, 2020, a statewide emergency rule **stopped** new eviction cases (“unlawful detainer actions”) from moving forward and delayed pending eviction cases. The emergency rule applied to all eviction cases, unless the court found the case necessary to protect public health and safety.

The statewide emergency rule will expire on September 1, 2020. Cases will be moving forward starting on September 2, 2020.

Eviction Cases filed on or after April 6, 2020:

After the statewide emergency rule expires on September 1, 2020, courts will begin issuing the legal document (“summons”) allowing the landlord to serve court papers on the tenant in an eviction case. Starting on September 2, 2020, we expect that courts will begin to issue summonses for eviction cases filed between April 6, 2020 and September 1, 2020, as well as for new eviction cases filed on or after September 2, 2020.

If a summons and complaint is served on a tenant, the tenant should seek legal assistance immediately, and must respond within **5 days** to avoid an automatic default judgment. Weekends and judicial holidays do not count toward the 5-day timeline. Also, in Los Angeles County, all days from August 10 through September 8 (inclusive) are considered judicial holidays that do not count towards the 5-day timeline.

Pending Eviction Cases (filed before April 6, 2020):

Tenants should receive notice of the trial date for their eviction case in the mail. While some eviction cases may be delayed due to the court’s backlog, **trials in eviction cases may begin as early as October 5, 2020.**

Default Judgments:

A default judgment happens when a landlord asks the court to enter an automatic judgment against a tenant who has not filed a timely response in an eviction case.

When the emergency rule expires on September 1, 2020, courts will be able to issue default judgments when a tenant does not file a timely response to their eviction case. **This means that if a tenant is served with a summons and complaint for an eviction case, the tenant must file a response within 5 days to avoid a default judgment.**

Again, weekends and judicial holidays do not count toward the 5-day timeline. Also, August 10 through September 8 (inclusive) are considered judicial holidays that do not count towards the 5-day timeline.



Court Schedule for Unlawful Detainer (Eviction) Cases in Los Angeles County:

In Los Angeles County, many court services have been suspended or reduced. Unlawful detainer (eviction) lawsuits may still be filed.

What if you get an eviction notice or court papers?

Tenants who receive an eviction notice from the landlord, a notice in the mail from the court about an eviction case, or a “summons and complaint” in an eviction case should seek legal advice immediately.

Tenants who are served with a summons and complaint must file a response in **5 days** to prevent an automatic default judgment.

Sheriff Lockouts:

The Los Angeles County Sheriff’s Department is now conducting lockouts in eviction cases in which a “writ of possession” has been issued.

Tenants who receive a Notice to Vacate from the Sheriff’s Department should seek legal assistance **immediately**. Tenants who have lost an eviction case or did not meet the terms of their settlement agreement should also seek legal assistance.

Tenants who may be facing lockouts should also consider contacting a tenant union, such as Los Angeles Tenant Union (LATU). Tenants can contact LATU’s Solidarity Network Hotline at (213) 986-8266 and can find more information at <https://latenantsunion.org/en/locals/>.

Los Angeles County COVID-19 Rent Relief:

The County of Los Angeles is currently accepting applications from residential tenants for its COVID-19 Rent Relief program. Assistance will be provided to income-eligible households financially impacted by COVID-19. Tenants throughout Los Angeles County may apply, but certain zip codes will be prioritized and residents of the City of Los Angeles are not eligible for the program.

The application period is from August 17th to August 31st. Tenants may submit applications by visiting <https://211la.org/lacounty/rentrelief>, or by calling 2-1-1. Tenants



can receive assistance with their applications by calling 2-1-1 between the hours of 8:00 AM and 8:00 PM during the application period.

Getting Free Legal Help:

Bet Tzedek's housing team hosts a "rapid response housing clinic" to provide free legal services to income eligible tenants in Los Angeles County on the following matters:

- Tenancy termination notices;
- Unlawful detainer (eviction) lawsuits
- Emergency protections for tenants;
- Rent obligations and repayment plans;
- Illegal lockouts and utility shut offs; and
- Landlord harassment.

The Clinic takes place every **Monday, Wednesday, and Friday** from **10:00 a.m. to 12:00 p.m.** and **3:00 p.m. to 5:00 p.m.**

Please call our office, (323) 939-0506, or email housinghelp@bettzedek.org to schedule an appointment. Urgent matters will be addressed on the same day based on capacity. Callers must meet income eligibility guidelines for services.

Residents of Beverly Hills, Culver City, and West Hollywood should use the following telephone numbers to request legal assistance:

- Beverly Hills residents only: (323) 939-0506, ext. 499
- Culver City residents only: (323) 549-5891
- West Hollywood residents only: (323) 549-5841



Frequently Asked Questions: General Information for Tenants

1. Is there a moratorium on evictions?
2. Do I have to pay the rent now?
3. What should I do if I am not able to pay the rent?
4. Do I have to show the landlord that I am unable to pay the rent because of COVID-19?
5. What if I cannot show a loss of income due to COVID-19 because I do not receive pay stubs or do not have a bank account?
6. Am I obligated to pay the rent back?
7. How much time will I have to pay the rent back?
8. What if my landlord asks me to sign a payment plan?
9. What if I can pay the rent but I'm afraid that I won't have enough money to eat?
10. What should I do if I receive a 3-day notice to pay rent or quit from the landlord?
11. Can my landlord evict me for reasons other than non-payment of rent?
12. What should I do if I receive a notice in the mail from the court telling me that the landlord has filed an unlawful detainer (eviction) lawsuit against me?
13. What should I do if I have been given an "ex parte" notice telling me that the landlord will be asking the court to issue a summons in an eviction lawsuit?
14. What should I do if I have been served with a summons in an eviction lawsuit but have not filed an answer with the court?
15. Can my landlord lock me out of my rental unit?

1. Is there a moratorium on evictions?

No. There is no moratorium on evictions. However, there are emergency tenant protections in place everywhere in Los Angeles County. These protections give residential tenants additional rights, but they do not prevent landlords from starting the eviction process.

In other words, a tenant can still be served with an eviction notice, and the landlord can still file an unlawful detainer (eviction) lawsuit against the tenant when the notice expires.



2. Do I have to pay the rent now?

It depends. Tenants are legally obligated to pay the rent when it comes due, unless the tenant is unable to pay the rent for reasons related to COVID-19 and the tenant is protected by an emergency law that gives the tenant additional time to pay. To be protected, tenants may be required to provide notice and documentation of inability to pay the rent due to COVID-19. You should get legal advice about how these emergency laws apply to you.

3. What should I do if I am not able to pay the rent?

If you are not 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, and explain why you are not able to pay the rent. This guide has a [sample notice](#) you can use to notify the landlord that you are unable to pay the rent. Also, some cities have sample letters that may be downloaded from their websites.

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, take a picture or a video of yourself putting the envelope in the mailbox. If you are unable to go to the post office, you may send a text or email to the landlord.

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

It depends on where you live. Some cities have passed emergency 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 emergency laws apply to you.

This guide has a [sample documentation letter](#) that may be used. (Note: tenants residing in the City of Beverly Hills must use that city's approved form.)

5. What if I cannot show a loss of income due to COVID-19 because I do not receive pay stubs or do not 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. Am I obligated to pay the rent back?

As of now, 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 state and local elected officials to express your concerns.

7. How much time will I have 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 repay the rent.

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

Some landlords are asking tenants to sign payment plans, which obligate the tenant to pay the rent on a fixed schedule during or after the COVID-19 pandemic.

As stated above, some jurisdictions have already given protected tenants additional time to pay back the rent. Also, there are many unknowns, including the possibility of rent forgiveness, and whether the tenant will have sufficient income to meet payment obligations under a fixed schedule.

In order to protect their rights, **tenants should exercise caution and seek legal advice before signing any payment plan.**

9. What if I can pay the rent but I'm afraid that I won't have enough money to eat?

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

If you have the money to pay the full amount of rent due but choose to save it instead, you will not be eligible for eviction protection under current emergency measures. The situation remains fluid and unpredictable. Get involved, including contacting your state, county, and local elected officials.

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

Although some local jurisdictions have passed emergency tenant protections, and although most eviction lawsuits are frozen, 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 and other proof of your inability to pay for reasons related to COVID-19. Depending on where you live, you may be required to provide documentation to the landlord in order to be protected.

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. Also, know that your landlord cannot legally force you out of your apartment after the notice expires by changing the locks or shutting off utilities.

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 may not exercise so-called “no-fault” evictions (including Ellis Act evictions) during the local emergency period, and they may not evict tenants because of pets, unauthorized occupants, or nuisances related to the COVID-19 pandemic. It is important that you consult a qualified attorney who knows the laws that apply to you.

12. What should I do if I receive a notice in the mail from the court telling me that the landlord has filed an unlawful detainer (eviction) lawsuit against me?

Although some local jurisdictions have passed emergency tenant protections, and although Los Angeles County courts are on a modified schedule, it is still possible for your landlord to file an unlawful detainer (eviction) lawsuit against you. If this happens, the court will mail a notice advising you that an eviction lawsuit has been filed.

However, the time to file an answer with the court will not start unless and until you are served with a summons. As stated above, a statewide rule preventing the courts from issuing a summons in most eviction cases will expire on September 1, 2020. We expect that courts will begin issuing summonses in all eviction cases beginning on September 2, 2020.

A tenant who receives a notice in the mail from the court should not assume that the eviction case is frozen. Instead, the tenant should seek legal assistance immediately.

13. Until September 1, 2020: What should I do if I have been given an “ex parte” notice telling me that the landlord will be asking the court to issue a summons in an eviction lawsuit?



You should seek legal assistance immediately. Tell legal services that this is an urgent matter and that you need help as soon as possible. You should plan to go to court on the date and time stated in the ex parte notice.

The ex parte notice means that the landlord will be asking the court to move an eviction lawsuit forward against you because it is necessary 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 automatically lose the eviction case.

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

You should seek legal assistance immediately. If served with a summons in an eviction lawsuit, you must file a response with the court within **5 days** to avoid a “default judgment,” which will prevent you from fighting the eviction in court. Even if 5 days have passed since you were served with a summons, you should still try to file an answer. We may be able to assist you.

15. Can my landlord lock me out of my rental unit?

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.

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.

If your landlord is threatening to lock you out of your rental unit, get legal assistance immediately. Also, this guide has a sample letter that you can give to your landlord.

*Updated August 26, 2020. Content may change pending new information.
Visit the [resources](http://www.bettzedek.org) page of our website (www.bettzedek.org) for updates.*



COVID-19 EMERGENCY EVICTION PROTECTIONS: KNOW YOUR RIGHTS
(REVISED AUGUST 26, 2020)

State of California (Judicial Council)

County of Los Angeles

Beverly Hills

Culver City

City of Los Angeles

Santa Monica

West Hollywood

Cheat Sheet



STATE OF CALIFORNIA (JUDICIAL COUNCIL)	
DEFERRED RENT	NO.
PROTECTED TENANTS	All tenants, unless the court finds that the unlawful detainer (eviction) case is necessary to protect public health and safety.
NOTICE TO LANDLORD	➤ Tenants are not required to notify the landlord of an inability to pay rent due to reasons related to COVID-19.
DOCUMENTATION	➤ Tenants are not required to provide documentation to the landlord of an inability to pay rent due to reasons related to COVID-19.
EVICITION PROTECTIONS	<ul style="list-style-type: none"> ➤ Before the emergency rule expires on September 1, 2020, 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. ➤ Before the emergency rule expires on September 1, 2020, the court may not enter a default or 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. ➤ In pending eviction cases where the tenant has already appeared by filing a response with the court: <ul style="list-style-type: none"> • Before the emergency rule expires on September 1, 2020, 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 • 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. • After the emergency rule expires, any trial date that has been set according to the emergency rule will remain in place unless the court orders otherwise.
EXPIRATION	The Emergency Rule will expire on September 1, 2020.
SOURCE	(1) Emergency Rule (April 6, 2020) ; (2) Temporary Emergency Rules on Evictions, Foreclosures Set to End at Midnight Sept. 1 After Judicial Council Vote (August 13, 2020) .



COUNTY OF LOS ANGELES¹

DEFERRED RENT	YES. Protected tenants will have 12 months following the termination of the executive order to pay any amounts due and owing under the order. ²
PROTECTED TENANTS	<p>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. “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"> • Suspected or confirmed case of COVID-19, or caring for a household or family member who is suspected or confirmed with COVID-19; • Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; • 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; • Extraordinary out-of-pocket medical expenses related to diagnosis and testing for and/or treatment of COVID-19; or • Child care needs arising from school closures relating to COVID-19
NOTICE TO LANDLORD	<ul style="list-style-type: none"> ➤ 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. ➤ The tenant should provide the notice in writing. ➤ DEADLINE: Notice should be provided as soon as possible and <u>must</u> be provided within 7 days after the date that rent was due, unless extenuating circumstances exist.
DOCUMENTATION	<ul style="list-style-type: none"> ➤ 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. ➤ Documentation will be needed if an eviction lawsuit is filed against the tenant. ➤ The tenant is allowed to provide, and the landlord must accept, a self-certification of the tenant’s inability to pay rent, and to provide notice to the landlord to that effect.

¹ The County’s emergency tenant protections apply in unincorporated Los Angeles County and in all incorporated cities that do not have local eviction moratoria in place.

² 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.



EVICTION PROTECTIONS	<p>➤ From March 4, 2020, through September 30, 2020 (the “Moratorium Period”):</p> <ul style="list-style-type: none">• Landlords may not evict protected tenants for nonpayment of rent, late charges or any other fees accrued.• Landlords may not evict for reasons amounting to a no-fault eviction, unless necessary for health and safety reasons.• Landlords may not initiate an eviction for unauthorized occupants, pets or nuisance as necessitated by or related to the COVID-19 emergency.
OTHER PROTECTIONS	<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>➤ Landlords and those acting on their behalf are prohibited from harassing or intimidating tenants for acts or omissions that that are expressly permitted under the executive order.</p> <p>➤ The executive order grants an affirmative defense if an unlawful detainer action is commenced in violation of the executive order.</p>
EXPIRATION	<p>The executive order is in effect from March 4, 2020, through September 30, 2020.</p>
SOURCE	<p>(1) Executive Order (March 19, 2020); (2) Statement of Proceedings (Item 15) (March 31, 2020); (3) Statement of Proceedings (Item 42-A) (April 14, 2020); (4) Statement of Proceedings (Item 3) (May 12, 2020); (5) Resolution Amending and Restating Executive Order (June 3, 2020); (6) Statement of Proceedings (Item 8) (July 21, 2020) (7) Notice to Landlord of Inability to Pay Rent Due To COVID-19; (8) Frequently Asked Questions; (9) L.A. County’s Temporary Eviction Moratorium.</p>



BEVERLY HILLS

DEFERRED RENT	YES. Protected tenants must pay the unpaid rent in full within 1 year of the expiration of the local emergency.
PROTECTED TENANTS	<p>Tenants who demonstrate inability to pay the full rent due to “substantial”¹ financial impacts related to COVID-19.</p> <p>Financial impacts related to COVID-19 include:</p> <ul style="list-style-type: none"> • Lost income as a result of being sick with or caring for a household or family member who is sick with COVID-19; • 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; • Compliance with a government health authority’s recommendation to stay home, self-quarantine, etc.; • Extraordinary out-of-pocket medical expenses; or • Child care needs arising from school closures related to COVID-19
NOTICE TO LANDLORD	<ul style="list-style-type: none"> ➤ 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. ➤ “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. ➤ 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). ➤ DEADLINE: Written notice should be provided as soon as possible and <u>must</u> be provided within 7 days after the date that rent is due.²
DOCUMENTATION	<ul style="list-style-type: none"> ➤ To be protected, the tenant must provide documentation to the landlord supporting the claim of inability to pay full rent, using the City’s REQUIRED DOCUMENTATION FORM. Supporting documentation can include: <ul style="list-style-type: none"> • A written communication (including a text or email) from a household member’s employer; • Proof that an employer is a closed non-essential business; or • Recent pay stubs, or medical bills related to COVID-19. ➤ The tenant may send photocopies, photos, or scans of documents. ➤ 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). ➤ DEADLINE: Documentation should be provided as soon as possible and <u>must</u> be provided within 30 days after the date that rent is due.

¹ “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.”

² 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.



EVICTION PROTECTIONS	<ul style="list-style-type: none">➤ Landlords may not endeavor to evict protected tenants for nonpayment of rent.➤ 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).
OTHER PROTECTIONS	<ul style="list-style-type: none">➤ The urgency ordinance imposes a moratorium on annual rent increases for rent-stabilized rental units scheduled to take effect on or after March 15, 2020.➤ Landlords may not charge or collect late fees for delayed rent until 1 year after the local emergency period ends.➤ Ellis Act withdrawal and termination notices are tolled during the local emergency.➤ Landlords may not seek delayed rent through the eviction or other legal process until 1 year after the local emergency period ends.➤ If a landlord disagrees with the tenant's assertion regarding: (1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; or (3) the amount of rent that the tenant will pay, the landlord must notify the tenant within 10 days after receipt of written documentation from the tenant. The tenant may file an administrative appeal, using the appeal form provided by the City. The appeal must be filed within 10 days after the tenant receives the written determination from the landlord, using the appeal form provided by the City, and the appeal form must also be submitted to the landlord.➤ The ordinance provides a defense if an unlawful detainer action is commenced in violation of the ordinance.
EXPIRATION	The ordinance is in effect for the duration of the local emergency, which was declared on March 15, 2020.
SOURCE	(1) Ordinance No. 20-O-2817 (August 5, 2020); (2) Required Documentation Form ; (3) Things You Should Know ; (4) Required Appeal Form ; (5) Hearing Procedures for Appeals .



CULVER CITY

DEFERRED RENT	YES. Protected tenants will have 12 months after the expiration of the Moratorium Period (which ends on September 30, 2020) to pay all back rent.
PROTECTED TENANTS	Tenants who are able to show an inability to pay rent due to circumstances related to the COVID-19 pandemic. Circumstances related to the COVID-19 pandemic include: <ul style="list-style-type: none">• Loss of income due to a COVID-19 related workplace closure;• Child care expenditures due to school closures;• Health care expenses related to being ill with COVID-19;• Expenses or loss of income due to caring for a member of the tenant’s household who is ill with COVID-19; or• Reasonable expenditures that stem from government-ordered emergency measures
NOTICE TO LANDLORD	<p>➤ 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.</p> <p>➤ DEADLINE: Written notice should be provided as soon as possible and <u>must</u> be provided within 30 days after the date that rent is due.</p>



DOCUMENTATION

- 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:
 - 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
 - The tenant must also make a **diligent and good faith effort to provide such documentation** of the tenant's inability to pay rent **as is readily available** to the tenant.
- 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:
 - 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;
 - Paycheck stubs and time cards;
 - Notification from a school declaring a school closure, or other public notice of a school closure;
 - Proof of out-of-pocket medical expenses;
 - Proof of out-of-pocket child care expenses; or
 - Proof of being under medical care or medical quarantine.

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.
- The landlord may not require a particular form of documentation from the tenant.
- **DEADLINE:** Documentation should be provided **as soon as possible** and must be provided within **30 days** after the date that rent is due.



EVICTION PROTECTIONS

- All evictions are prohibited through September 30, 2020, except for the following permitted evictions:
 - 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.
 - The tenant's use of the rental unit for an illegal purpose and failure to correct the condition after written notice.
 - 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.
 - 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.
 - 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.
- For permitted evictions, the landlord must provide all of the following to the Housing Division:
 - A copy of the notice;
 - A description of the circumstances cited by the landlord as the basis for the permitted eviction; and
 - Such additional information the Housing Division deems necessary to determine whether the eviction qualifies as a permitted eviction.



OTHER PROTECTIONS	<ul style="list-style-type: none">➤ Landlords may not charge or collect late charges or fees when a protected tenant is unable to pay rent during the Moratorium Period (through September 30, 2020).➤ Until 12 months after the expiration of the Moratorium Period, landlords may not use the eviction process to seek back rent from a protected tenant who was unable to pay rent during the Moratorium Period.➤ During the 12-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.➤ Landlords are prohibited from eviction protected tenants for failure to pay back rent unless the landlord can demonstrate that prior to delivering a notice of termination, the landlord offered the tenant a reasonable repayment plan over the 12-month grace period.¹➤ A landlord's noncompliance with the public orders and implementation measures shall constitute an affirmative defense against an unlawful detainer action.➤ A landlord who has knowledge that a tenant cannot pay some or all of the Rent during the local emergency period shall not serve a Notice of Termination pursuant to CCP 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of Rent. A landlord is presumed to have knowledge if the tenant has provided the required notice and documentation within 30 days after the date that rent is due.
EXPIRATION	The public order is in effect through September 30, 2020.
SOURCE	(1) Public Order (March 16, 2020); (2) Second Supplement to Public Order (March 27, 2020); (3) Eighth Supplement to Public Order (April 28, 2020); (4) Twelfth Supplement to Public Order (May 19, 2020); (5) Twenty-Second Supplement to Public Order (August 4, 2020) (6) Fifth Amended Rules and Implementation Measures (August 4, 2020).

¹ NOTE: Tenants are advised to exercise caution and to seek legal advice before agreeing to a payment plan.



CITY OF LOS ANGELES

DEFERRED RENT	YES. Protected tenants will have up to 12 months following the expiration of the local emergency period to repay any past due rent. ¹
PROTECTED TENANTS	<p>Tenants who are unable to pay rent due to circumstances related to the COVID-19 pandemic. Circumstances related to the COVID-19 pandemic include:</p> <ul style="list-style-type: none"> • Loss of income due to a COVID-19 related workplace closure; • Child care expenditures due to school closures; • 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 • Reasonable expenditures that stem from government-ordered emergency measures.
NOTICE TO LANDLORD	➤ 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 as soon as possible.
DOCUMENTATION	<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"> • Letter from employer citing COVID-19 as a reason for reduced work hours or termination; • Employer paycheck stubs; • Bank statements; • Doctor’s note; or • School notifications. <p>➤ Documentation will be needed if an eviction lawsuit is filed against the tenant.</p>
EVICTION PROTECTIONS	<p>➤ During the local emergency period:</p> <ul style="list-style-type: none"> • Landlords may not evict protected tenants for nonpayment of rent. • Landlords may not exercise evictions for no-fault reasons. No-fault reasons are defined as any no-fault reason under California Civil Code § 1946.2(b) or the Los Angeles Rent Stabilization Ordinance (codified at LAMC § 151.00 et seq.). • Landlords may not exercise evictions based on unauthorized occupants, pets, or nuisance related to COVID-19.

¹ 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.



OTHER PROTECTIONS	<ul style="list-style-type: none">➤ Landlords may not increase rents on occupied rent-stabilized units beginning March 30, 2020, through one year after the local emergency period ends.➤ Landlords may not remove residential rental property from the rental market under the Ellis Act during the pendency of the local emergency period.➤ Landlords may not terminate tenancies under the Ellis Act until 60 days after the expiration of the local emergency period.➤ Landlords may not charge interest or a late fee on rent not paid during the local emergency period.➤ Landlords must provide written notice of the protections afforded by the ordinance to tenants by May 27, 2020.➤ 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.➤ Tenants may use the protections afforded in the ordinance as an affirmative defense in an unlawful detainer action.➤ Tenants have a private right of action against landlords who violate section 49.99.2 of the ordinance (other than the requirement to provide written notice of the protections afforded by the ordinance by May 27, 2020). Tenants may seek injunctive relief, direct money damages, and any other relief the court deems appropriate, up to \$10,000 per violation.
EXPIRATION	The local emergency period will expire when the Mayor declares the end of the local emergency.
SOURCE	(1) Public Order (March 30, 2020); (2) Ordinance No. 186606 (May 12, 2020) (3) Ordinance No. 186607 (May 12, 2020); (4) COVID-19 Renter Protections Fact Sheet and Sample Notice (scroll down to “Click here for the COVID-19 Renter Protections Fact Sheet”).



SANTA MONICA

DEFERRED RENT	YES. Regardless of any payment plan agreement, tenants will have up to 12 months 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.
PROTECTED TENANTS	<p>Tenants who are unable to pay rent due to financial impacts related to COVID-19. Financial impacts related to COVID-19 include, but are not limited to, lost household income or an increase in household expenses as a result of any of the following:</p> <ul style="list-style-type: none"> • Being sick with, or caring for someone who is sick with, COVID-19; • Layoff, loss of hours, or other income reduction resulting from reduction of hours or closures or any other economic impacts of COVID-19; • Compliance with a government health authority’s recommendation to stay home, self-quarantine, or avoid congregating with others during the state of emergency; • Extraordinary out-of-pocket medical expenses; or • Child care needs due to school closures or other circumstances related to COVID-19.
NOTICE TO LANDLORD	<p>➤ 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 Santa Monica’s SAMPLE NOTICE.</p> <p>➤ DEADLINE: Written notice should be provided as soon as possible and <u>must</u> be provided within 30 days after the date that rent is due.</p>
DOCUMENTATION	<p>➤ To be protected, the tenant must provide documentation to the landlord supporting the claim that the tenant is unable to pay rent; for example:</p> <ul style="list-style-type: none"> • Letter from an employer citing COVID-19 as a reason for reduced work hours or termination; • Paycheck stubs from before and after the COVID-19 outbreak; • Bank statements showing the tenant’s financial situation before and after the outbreak; or • Bills from extraordinary out-of-pocket medical expenses or other expenses related to the outbreak. <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> <p>➤ Documentation must be provided in writing, which may be email, text, letter, or any other form of written communication.</p> <p>➤ Notice and documentation that indicates any loss of income or increase in expenses due to COVID-19 is sufficient.</p> <p>➤ A statement written by the tenant in a single communication may constitute both notice and documentation.</p> <p>➤ DEADLINE: Documentation should be provided as soon as possible and <u>must</u> be provided within 30 days after the date that rent is due.</p>



**EVICTIION
PROTECTIONS**

- Landlords may not endeavor to evict tenants for nonpayment of rent due to financial impacts related to COVID-19 until 12 months after expiration of the executive order. This applies to unpaid rent that became due between March 14, 2020 and the expiration of the Order.
- Landlords may not endeavor to evict tenants in no-fault evictions.
- Landlords may not endeavor to evict tenants based on the presence of unauthorized occupants or their pets.
- 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.
- 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 the premises shall promptly leave if the tenant revokes permission to enter because of the landlord's failure to observe social distancing, cleaning, and sanitation measures. If a landlord seeks to remedy such a condition, the landlord shall not permit entry by any person who is, or who the landlord has good cause to believe is, a carrier of the COVID-19 virus, and must ensure appropriate social distancing, cleaning, and sanitation measures are taken to protect from risk of transmitting COVID-19.



OTHER PROTECTIONS	<ul style="list-style-type: none">➤ Landlords may not charge or collect a late fee or penalty for rent that is delayed for the reasons stated in the order. Landlords also may not charge or collect interest that would accrue on such rent while the executive order is in effect or during the following 12 months.➤ 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 and (ii) an additional copy 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).➤ 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.➤ Removal of rental units from the rental market and termination of tenancies under the Ellis Act are restricted.➤ Any provision in a rental agreement, payment plan, or any other agreement that waives or modifies any rights under the order is void as contrary to public policy.➤ Landlords may not deceive tenants in connection with the rights and obligations under the executive order.➤ The executive order grants an affirmative defense that may be raised at any time in an unlawful detainer action or in any other civil action in the event that the action is commenced based on nonpayment of rent due to the financial impacts of COVID-19, regardless of whether the tenant provided the landlord with notice and documentation. Notice and documentation shall create a rebuttable presumption that a tenant is unable to pay rent due to financial impacts related to COVID-19.➤ A tenant injured by a landlord’s violation of Section 2 through 8 of the residential tenant protections has a private right of action against the landlord for violation of Cal. Bus. & Prof. Code section 17200, and shall be entitled to attorney’s fees and exemplary damages.➤ A landlord who knows of facts providing a residential tenant with an affirmative defense to eviction under the Order, and endeavors to evict the residential tenant in bad faith will be deemed in violation of Santa Monica’s Tenant Harassment Ordinance and may face fines of up to \$15,000 per violation.
EXPIRATION	The executive order is in effect through September 30, 2020.
SOURCE	(1) Fifth Revised Supplement to Executive Order (June 17, 2020); (2) Sample Notice ; (3) Twenty-Second Supplement to the Executive Order of the Director of Emergency Services Declaring the Existence of a Local Emergency (July 15, 2020).



WEST HOLLYWOOD

DEFERRED RENT	YES. Protected tenants must pay the unpaid rent within 12 months of the expiration of the moratorium period on September 30, 2020. ¹
PROTECTED TENANTS	<p>Tenants who demonstrate an inability to pay full rent due to financial impacts related to COVID-19:</p> <ul style="list-style-type: none"> • Being sick with, or caring for a household member who is sick with, COVID-19; • Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; • Compliance with a government health authority’s recommendation to isolate, quarantine or avoid congregating; • Extraordinary out-of-pocket medical expenses; or • Child care needs arising from school closures related to COVID-19.
NOTICE TO LANDLORD	<ul style="list-style-type: none"> ➤ 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 West Hollywood’s NOTICE TEMPLATE. ➤ DEADLINE: Written notice should be provided as soon as possible and <u>must</u> be provided within 30 days after the date that rent is due.
DOCUMENTATION	<ul style="list-style-type: none"> ➤ To be protected, the tenant must provide documentation to the landlord supporting the claim of inability to pay the rent; for example:² <ul style="list-style-type: none"> • Proof of being sick with, or caring for a household or family member who is sick with, COVID-19; • Letter, email, or texts related to lay-off, loss of hours or other income reduction; • Health authority communication about recommendation to stay home, self-quarantine, etc.; • Medical bills; or • Receipts/invoices of child-care costs. <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> ➤ DEADLINE: Documentation should be provided as soon as possible and <u>must</u> be provided within 30 days of the tenant’s notice of inability to pay rent.³

¹ The urgency ordinance strongly encourages landlords to offer payment plans to tenants during and after the moratorium period, 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.

² Prior to August 1, 2020, tenants were permitted to provide explanation of their inability to pay rent in place of documentation.

³ As explained above, the notice must be provided within 30 days of the rental due date. For example, if a tenant cannot pay rent that was due on August 1, 2020, the tenant must provide notice by August 31, 2020. If the tenant provided notice on August 31, 2020, the documentation would be due on September 30, 2020.



EVICTON PROTECTIONS	<p>➤ Through September 30, 2020, landlords may not endeavor to terminate tenancies except on the following grounds:</p> <ol style="list-style-type: none">1. Nonpayment of rent not due to financial impacts related to COVID-19.2. The tenant is using the rental unit for an illegal purpose and has failed to correct the condition after being given notice and an opportunity to cure.3. The tenant has created and is maintaining a dangerous and unsanitary condition and has failed to correct the condition after being given notice and an opportunity to cure.4. Eviction is 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. <p>For reasons 2, 3, and 4, the landlord must provide the eviction notice to the City and describe in detail the situation, the reason eviction is necessary, and the steps taken to avoid eviction. The City Manager or designee may request additional documentation and may order suspension of the eviction process to prevent abuse of the City’s ordinance.</p>
OTHER PROTECTIONS	<p>➤ 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.</p> <p>➤ Landlords may not charge or collect a late fee or interest for the delayed rent.</p> <p>➤ During the 12-month repayment period, landlords may not seek the delayed rent through the eviction process.</p> <p>➤ The ordinance grants a defense if an unlawful detainer action is commenced in violation of the ordinance.</p>
EXPIRATION	The ordinance remains in effect through September 30, 2020.
SOURCE	(1) Ordinance No. 20-1103U (April 6, 2020); (2) Ordinance No. 20-1105U (May 4, 2020); (3) Ordinance No. 20-1108U (June 16, 2020); (4) Ordinance No. 20-1113U (July 20, 2020); (5) Sample Notice ; (6) Factsheet ; (7) Renter Resources .



CHEAT SHEET

	CA JUDICIAL COUNCIL	COUNTY OF LOS ANGELES ¹	BEVERLY HILLS	CULVER CITY	CITY OF LOS ANGELES	SANTA MONICA	WEST HOLLYWOOD
Rent Deferral	No	Yes	Yes	Yes	Yes	Yes	Yes
Repayment Period	No	12 mos.	1 year	12 mos.	12 mos.	12 mos.	12 mos.
Notice Deadline	No	7 days	7 days	30 days	None	30 days	30 days
Documentation Deadline	No	None	30 days	30 days	None	30 days ²	30 days ³
Prohibits Nonpayment Evictions ⁴	No	Yes	Yes	Yes	Yes	Yes	Yes
Prohibits No-Fault Evictions	No	Yes ⁵	Yes ⁶	Yes ⁷	Yes	Yes	No
Prohibits Other Evictions	No	Yes ⁸	No	Yes ⁹	Yes ¹⁰	Yes ¹¹	Yes ¹²
Ellis Act Restrictions	No	No	Yes	No	Yes	Yes	No
Prohibits Late Fees	No	Yes	Yes	Yes	Yes	Yes	Yes
Rent Freeze	No	Yes ¹³	Yes ¹⁴	No	Yes ¹⁵	No	Yes ¹⁶

¹ The County’s tenant protections apply in unincorporated Los Angeles County and in all incorporated cities that do not have emergency tenant protections in place.

² Tenants have the option to provide an explanation of inability to pay rent as a form of documentation.

³ Tenants must provide documentation within 30 days of providing the required notice of inability to pay.

⁴ Protected tenants only.

⁵ Unless necessary for health and safety reasons.

⁶ Unless necessary for the health and safety of tenants, neighbors, or the landlord.

⁷ 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.

⁸ Prohibits evictions for unauthorized occupants, pets or nuisance as necessitated by or related to the COVID-19 emergency.

⁹ Prohibits all evictions of residential tenants except certain “permitted evictions” (see Culver City table for details).

¹⁰ Prohibits evictions based on the presence of unauthorized occupants, pets or nuisance related to COVID-19.

¹¹ 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.

¹² Prohibits all eviction except those on specified permitted grounds (see West Hollywood table for details).

¹³ For rent-stabilized rental units in unincorporated County of Los Angeles only.

¹⁴ For rent-stabilized rental units in the City of Beverly Hills only.

¹⁵ For occupied rent-stabilized rental units in the City of Los Angeles only.

¹⁶ For occupied rent-stabilized units in the City of West Hollywood only.



**CITIES IN THE COUNTY OF LOS ANGELES
THAT HAVE ISSUED
EMERGENCY TENANT PROTECTIONS**

Agoura Hills
Alhambra
Artesia
Baldwin Park
Beverly Hills
Burbank
Commerce
Culver City
Gardena
Glendale
Hawaiian Gardens
Hermosa Beach
Inglewood
Lawndale
Lomita
Long Beach
City of Los Angeles
Lynwood
Manhattan Beach
Maywood
Monrovia
Palmdale
Pasadena
Pico Rivera
Pomona
Redondo Beach
Rosemead
San Gabriel
Santa Monica
Temple City
West Hollywood
Westlake Village
Whittier

This is a non-exhaustive list for informational purposes only. Other cities may have adopted emergency tenant protections. Additionally, some of these cities may have repealed emergency protections, or their emergency protections may have expired due to the passage of time. We encourage you to check the local city ordinances for your city.



COVID-19 Emergency Tenant Protections: Resources and Tools

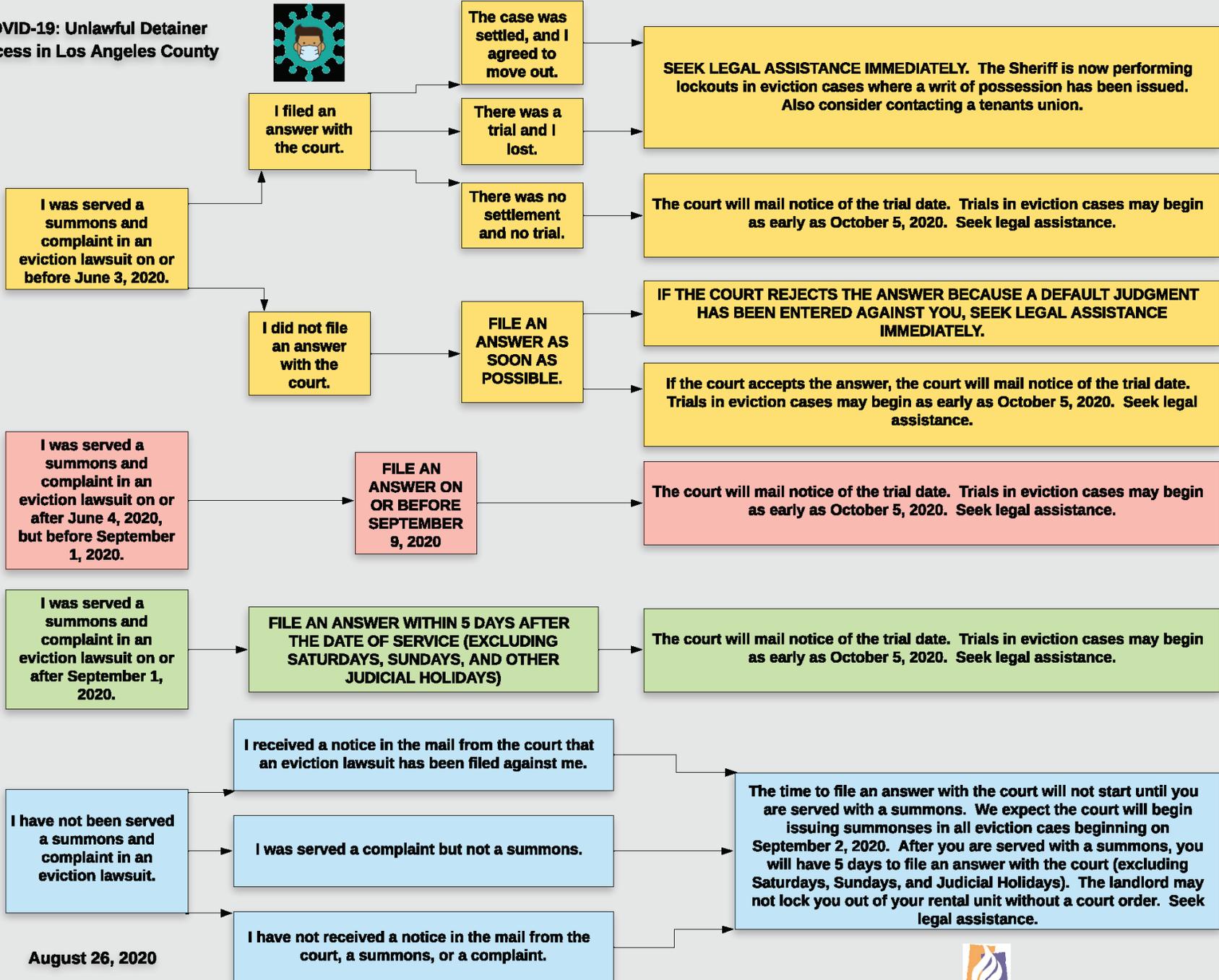
- Flowchart: COVID-19 Unlawful Detainer Process in Los Angeles County
- Sample Letters to Landlord:
 - Sample Letter A (*English, Spanish*): Use this letter to give your landlord notice that you are unable to pay rent.

- Sample Letter B (*English, Spanish*): Use this letter to provide your landlord with documentation of your inability to pay rent.

NOTE: This letter is not for use in Beverly Hills. Tenants in Beverly Hills must use the documentation form provided by the city.

- *Sample Letter C (English, Spanish)*: Use this letter if your landlord is threatening to lock you out of your rental unit.

COVID-19: Unlawful Detainer Process in Los Angeles County



NOTICE OF INABILITY TO PAY RENT DUE TO COVID-19

DATE: _____, 2020

TO: Landlord: _____
Street Address: _____
City, State, Zip: _____
Email Address: _____

SENT VIA (*select all that apply*): Regular Mail Email Personal Delivery

I am writing regarding my tenancy at (*address*) _____.

I am writing to notify you that I am unable to pay the rent that is (or was) due on the (*date*) _____ of (*month*) _____, 2020, due to reasons, circumstances, and/or financial impacts related to COVID-19. The reasons, circumstances, and/or financial impacts include (*select all that apply*):

- I was unable to work because I was sick with, or I was caring for a household or family member who was sick with, COVID-19.
- I experienced a lay-off, loss of hours, or income reduction resulting from a workplace or business closure or other economic or employment impacts related to COVID-19.
- Compliance with a government order or recommendation to stay home, self-quarantine, or avoid congregating with others.
- I incurred child care expenses due to school closures related to COVID-19.
- I incurred extraordinary health care expenses relating to diagnosis, testing for, and/or treatment of COVID-19 for myself or a household or family member.
- Other (*describe*):

Thank you for your understanding and cooperation during these unprecedented times.

Sincerely,

(*Tenant Name*)

(*Tenant Signature*)

AVISO DE INCAPACIDAD DE PAGAR RENTA DEBIDO A COVID-19

FECHA: _____, 2020

PARA: Propietario: _____
Dirección: _____
Ciudad, Estado, Código Postal: _____
Correo Electrónico: _____

MANDADO VIA (escoja lo que aplique): Correo Regular Correo Electronico

Entrega personal

Estoy escribiendo sobre mi arrendamiento en (*dirección*) _____
_____.

Le escribo para notificarle que no puedo pagar la renta que se vence (o se venció) el (*fecha*) _____ del (*mes*) _____, 2020, debido a razones, circunstancias y/o impactos financieros relacionados con COVID-19. Los motivos, circunstancias y/ o impactos financieros incluyen (*seleccione todos los que aplican*):

- No pude trabajar porque estaba enfermo/a o estaba cuidando a un miembro del hogar o familiar que estaba enfermo/a con COVID-19.
- Tuve un despido, Pérdida de horas o reducción de ingresos como resultado del cierre de un lugar de trabajo o negocio o otros impactos económicos o laborales relacionados con COVID-19
- Tuve que cumplir con una orden o recomendación del gobierno de quedarse en casa, ponerse en cuarentena, o evitar reunirse con otros .
- Incurrí en gastos de cuidado de niños debido al cierre de escuelas relacionadas con COVID-19.
- Incurrí en gastos extraordinarios de atención médica relacionados con el diagnóstico, las pruebas y/ o el tratamiento de COVID-19 para mi o un familiar o miembro de mi familia.
- Otro (*describa*): _____

Gracias por su comprensión y cooperación durante estos tiempos sin precedentes.

Sinceramente,

(Nombre del Inquilino/ a)

(Firma del Inquilino/ a)

DOCUMENTATION OF INABILITY TO PAY RENT DUE TO COVID-19

DATE: _____, 2020

TO: Landlord: _____
Street Address: _____
City, State, Zip: _____
Email Address: _____

SENT VIA (*select all that apply*): Regular Mail Email Personal Delivery

I am writing regarding my tenancy at (*address*) _____.

I am enclosing legible copies of the following documentation supporting my inability to pay the rent that is (or was) due on the (*date*) _____ of (*month*) _____, 2020, due to reasons, circumstances, and/or financial impacts related to COVID-19 (*select all that apply*):

- Pay stubs Letter, email, or text from employer Bank statement(s)
- Letter, email, or text from health care provider Medical bill(s)
- Proof of child care expenses Notice of school closure
- Other (*describe*): _____

Declaration under penalty of perjury (Culver City tenants only). I am unable to pay rent for the following reasons: _____

I declare under the penalty of perjury under the laws of the State of California that the above representations about the reasons for my inability to pay rent are true and correct.

The enclosed documentation must be held confidential and may not be used for any purpose other than to support that I am unable to pay rent due to COVID-19. Thank you for your understanding and cooperation during these unprecedented times.

Sincerely,

(Tenant Name)

(Tenant Signature)

DOCUMENTACIÓN DE INCAPACIDAD DE PAGAR RENTA DEBIDO COVID-19

FECHA: _____, 2020

PARA: Propietario: _____
Dirección: _____
Ciudad, Estado, Código Postal: _____
Correo Electronico: _____

MANDADO VIA (seleccione todo lo que aplique): Correo Regular Correo Electrónico
 entrega personal

Estoy escribiendo sobre mi arrendamiento en (*dirección*) _____
_____.

Adjunto mando copias legibles de la siguiente documentación que respalda mi incapacidad para pagar renta que se vence (o se venció) el (*fecha*) _____ del (*mes*) _____, 2020, debido a razones, circunstancias y/ o impactos financieros relacionados con COVID-19 (*seleccione todo lo que aplique*):

- Talon de cheque Carta, correo electrónico, o texto de su empleador Estado de cuenta bancaria(s)
- Carta, correo electrónico, texto de proveedor médico Factura(s) médica
- Comprobante de gastos de cuidado niño(s) Aviso de cierre de escuela
- Otro (*describa*): _____

Declaración bajo pena de perjurio (inquilinos de Culver City solamente). No puedo pagar renta por los siguientes motivos:: _____

Declaro bajo pena de perjurio según las leyes del Estado de California que las declaraciones anteriores sobre los motivos de mi incapacidad para pagar renta son verdaderas y correctas.

La documentación adjunta debe mantenerse confidencial y no puede utilizarse para ningún otro propósito que no sea para respaldar que no puedo pagar renta debido a COVID-19. Gracias por su comprensión y cooperación durante estos tiempos sin precedentes.

Sinceramente,

(Nombre del Inquilino/ a)

(Firma del Inquilino/ a)

DATE: _____, 2020

Re: Threats of Illegal Lockout

Dear _____:

On _____, 2020, you threatened to lock me out of my rental unit at _____. In California, however, landlords cannot use self-help to remove a tenant.

Penal Code Section 418 makes it a crime to evict a tenant by force, or without a court order. It also makes it a crime to turn off any utilities.

According to Civil Code Section 789.3, a landlord who simply locks a tenant out or turns off utilities without going to court first could be subjected to payment of damages in the sum of \$100 per day for each day that the tenant is locked out, plus attorney's fees and a court order restoring occupancy of the premises to the tenant.

If you have any doubt about this, I urge you to consult an attorney immediately before you take further action which might violate California law.

Thank you,

FECHA: _____, 2020

Re: Amenaza de Cierre Ilegal

Estimado _____:

El día _____, 2020, usted me amenazó con desalojarme de mi unidad ubicada en _____. Sin embargo, en California, los propietarios no pueden desalojar a un inquilino por su propia cuenta o usando servicios judiciales de auto ayuda.

La Sección 418 del Código Penal establece que es un delito desalojar a un inquilino por la fuerza o sin una orden judicial. El código penal también hace un delito clausurar las utilidades.

De acuerdo con la Sección 789.3 del Código Civil, un propietario que desaloja a la fuerza a un inquilino o clausura los servicios públicos sin ir primero a la corte podría estar sujeto a pagar daños en la suma de \$100 al día por cada día que el inquilino haya sido desalojado, más los costos de los abogados y usted recibirá una orden judicial para restablecer al inquilino en la unidad.

Si tiene alguna duda al respecto, le insto a que consulte a un abogado inmediatamente antes de tomar medidas adicionales que puedan violar la ley de California.

Gracias,
