



Notice to Landlord of Inability to Pay Rent Due To COVID-19



The following template can be used to provide your landlord(s) with notice of your inability to pay rent due to circumstances related to COVID-19. You should not use this template if your city has its own moratorium. Please visit rent.lacounty.gov or call us at **833-223-7368** to find out if your city is covered. Additionally, if you are interested in working out a payment plan, you can contact us for information about our free mediation services.

As a tenant you are required to provide notice to your landlord no later than **seven (7) days** after the date that the rent was due, unless extenuating circumstances exist, that **you are unable to pay some or all of your rent**.

Instructions:

1. Fill out the template completely.
2. Provide a copy of the template to your landlord **no later than seven (7) days** after your rent is due.
 - a. You can provide this notice in several ways. Please indicate the method in which you provided notice to your landlord(s) and save it for your records. The Los Angeles County Department of Consumer and Business Affairs (DCBA) recommends providing notice either by email or certified mail.

Email sent to		on	
	email address		date
Certified mail sent to		on	
	address		date
First Class mail sent		on	
	address		date
to Other (specify):		on	
	method		date

You may wish to submit documents to support your claim. Some examples include, but are not limited to: paycheck stubs from before and after the COVID-19 pandemic, a letter from your employer of reduced hours or layoff due to COVID-19, bank statements showing your financial situation before and after the COVID-19 pandemic, a statement of diagnosis of COVID-19, or any other documents that verify your financial loss is related to COVID-19.

NOTE: Commercial tenants with more than 9 employees must provide documentation to support their claim.

This temporary moratorium does not provide a waiver of rent. It simply provides you with more time to pay any past due rent. **Residential Tenants:** You will have twelve (12) months following the end of the moratorium period to pay your landlord any past rent due. **Commercial Tenants:** If you are a commercial tenant with more than 10 but less than 100 employees you will have six (6) months following the end of the moratorium to pay back any past due rent in equal payments unless you have made prior arrangements with the property owner. Please note that no late fees or interest charges can be accrued during the moratorium. Additionally, tenants and landlords are encouraged to work out a payment plan during or after the moratorium. DCBA recommends that you make partial rent payments if you can afford to do so.

Disclaimer: The information provided by DCBA in this document is for informational purposes only. DCBA does not provide legal advice, and nothing in this document should be construed as legal advice. All information is provided in good faith, however DCBA makes no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability or completeness of any information provided, and is not liable for any errors or omissions. Should this matter result in an Unlawful Detainer action, you may be required to provide documentation. DCBA strongly recommends you consult with legal counsel in the event a court summons is served, or any other legal actions is taken. DCBA cannot provide legal advice.

From:



Date

**NOTICE TO LANDLORD OF INABILITY
TO PAY RENT DUE TO COVID-19**

Dear

Landlord

On March 19, 2020, the Chair of the Los Angeles County Board of Supervisors enacted a temporary eviction moratorium on residential and commercial evictions in Los Angeles County in response to the Coronavirus (COVID-19) pandemic. The temporary moratorium imposes a ban on evictions for failure to pay rent due to financial impacts related to COVID-19 for all **residential and commercial tenants in Los Angeles County** impacted by the COVID-19 crisis **beginning**, March 4, 2020 through July 31, 2020 and may be extended upon review of the Board on a month-to-month basis..

This letter is to inform you that I will be unable to pay _____ my rent due on _____ until further notice due to financial impacts related to COVID-19. (Check one):

Suspected or confirmed diagnosis of COVID-19 or caring for myself or someone else such as a household member suspected or confirmed with COVID-19.

Lay-off, loss of hours, loss of revenue, 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 congregation 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.

Child care needs arising from school closures related to COVID-19.

Other (specify):

I will be only able to pay \$ _____ per month until further notice.

I have attached supporting documentation to support my claim, as indicated on the next page.

I understand that my rent is not being waived and that as a residential tenant will have twelve (12) months following the end of the moratorium period to pay back any amount due or as a commercial tenant with more than 10 and less than 100 employees will have six (6) months to pay back any past due rent in equal payments unless prior arrangements are made with the property owner.

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

Regards,

Tenant's Signature

Please note that tenants who are impacted by the COVID-19 pandemic are protected from eviction for nonpayment per the following:

- Governor Gavin Newsom, [Executive Order N-37-20](#), 03/27/20
- LA County Board of Supervisors, [Temporary Eviction Moratorium](#), 03/19/20
- LA County Board of Supervisors, [Rent Freeze on Rent Stabilized Units](#), 03/31/20



I have included the following documents as verification of my inability to pay rent caused by COVID-19. I understand I may not be required to provide documentation, but have enclosed the following to further support my claim:

A doctor's statement verifying a diagnosis of COVID-19

A letter from my employer stating that I have had a reduction in work hours, experienced a lay off or termination due to COVID-19

Financial statements from my banking institution demonstrating my financial status before and after the declaration of the COVID-19 pandemic.

Paycheck stubs demonstrating a loss of income for the periods before and after the declaration of the COVID-19 pandemic.

Other (specify):

Please note that these documents are to be kept confidential and only used to verify my loss of income is due to COVID-19