



LOS ANGELES COUNTY

# CONSUMER & BUSINESS AFFAIRS

Housing & Tenant Protections

**Title: REVISED GUIDELINES TO AID IN THE IMPLEMENTATION OF THE LOS ANGELES COUNTY EVICTION MORATORIUM DURING THE COVID-19 PANDEMIC**

**Date Issued: June 3, 2020**

**Date Revised: June 4, 2020  
June 23, 2020  
July 21, 2020  
November 16, 2020  
January 5, 2021  
February 23, 2021**

**Approved by:**

**RAFAEL CARBAJAL, DIRECTOR  
LOS ANGELES COUNTY DEPARTMENT OF  
CONSUMER AND BUSINESS AFFAIRS**

**1. Authority to Issue Guidelines**

These guidelines are issued pursuant to order of the Board of Supervisors on May 12, 2020, and pursuant to resolution of the Board of Supervisors dated June 3, 2020.

**2. Purpose**

These guidelines are intended to aid in the implementation of the eviction moratorium for residential and commercial Tenancies, pursuant to Executive Order of the Chair of the Board of Supervisors, issued on March 19, 2020, as amended on March 31, 2020, April 14, 2020, June 3, 2020, June 23, 2020, July 21, 2020, September 1, 2020, October 13, 2020, November 10, 2020, and January 5, 2021, and February 23, 2021.

**3. Applicable Orders of the Board of Supervisors**

- Executive Order of the Chair of the Board of Supervisors, dated March 19, 2020  
(<http://file.lacounty.gov/SDSInter/bos/supdocs/144974.pdf>)



- Resolution of the Board of Supervisors Amending the Executive Order, dated April 14, 2020  
(<http://file.lacounty.gov/SDSInter/bos/supdocs/145198.pdf>)
- Resolution of the Board of Supervisors Amending and Restating Executive Order, dated June 3, 2020  
(<https://lacountyhelpcenter.org/wp-content/uploads/2020/06/ExecutiveOrder632020.pdf>)
- Extension of Executive Order to July 31, 2020, motion dated June 23, 2020  
(<http://file.lacounty.gov/SDSInter/bos/supdocs/146710.pdf>)
- Extension of Executive Order to September 30, 2020, motion dated July 31, 2020
- Resolution of the Board of Supervisors Amending and Restating Executive Order, motion dated September 1, 2020  
(<http://file.lacounty.gov/SDSInter/bos/supdocs/148443.pdf>)
- Extension of Executive Order to November 30, 2020, motion dated October 13, 2020  
(<http://file.lacounty.gov/SDSInter/bos/supdocs/149642.pdf>)
- Resolution of the Board of Supervisors Amending and Restating Executive Order, motion dated November 10, 2020  
(<http://file.lacounty.gov/SDSInter/bos/supdocs/150395.pdf>)
- Extension of Executive Order to February 28, 2021, motion dated January 5, 2021  
(<http://file.lacounty.gov/SDSInter/bos/supdocs/151715.pdf>)
- Resolution of the Board of Supervisors Amending and Restating Executive Order, motion dated January 5, 2021  
(<http://file.lacounty.gov/SDSInter/bos/supdocs/151680.pdf>)
- Extension of Executive Order to June 30, 2021, motion dated February 23, 2021  
(<http://file.lacounty.gov/SDSInter/bos/supdocs/153967.pdf>)
- Resolution of the Board of Supervisors Amending and Restating Executive Order, motion dated February 23, 2021  
(<http://file.lacounty.gov/SDSInter/bos/supdocs/154020.pdf>)

#### 4. Definitions

- 4.1 "Assembly Bill (AB) 3088" means AB 3088 – the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020, as approved by the California Legislature and Governor on August 31, 2020.
- 4.2 "Board of Supervisors" means the Los Angeles County Board of Supervisors.
- 4.3 "County" means the County of Los Angeles.

- 4.4 “Covid-19 Related Rental Debt” shall have the same meaning as in 1179.02 of the Civil Code.
- 4.5 “Department” means the Los Angeles County Department of Consumer and Business Affairs.
- 4.6 “Director” means the Director of the Los Angeles County Department of Consumer and Business Affairs.
- 4.7 “Employee” shall have the same definition as in the California Labor Code.
- 4.8 ~~“Extension Protection Period” means the time period of February 1, 2021 through February 28, 2021, during which a residential tenant or mobilehome space renter was unable to pay rent, unless further extended or repealed by the Board, or otherwise preempted.~~
- 4.89 “Eviction, or attempting to evict a Tenant”, means serving or attempting to serve a notice that is a prerequisite for terminating a Tenancy (e.g., a notice to pay rent or quit), filing or attempting to file an unlawful detainer summons and complaint, serving the Tenant with a copy of an unlawful detainer summons or complaint whether or not the summons and complaint has been filed, or taking any other action that can reasonably be construed by a Tenant as an attempt to terminate a Tenancy or cause a Tenant to vacate the property.
- 4.940 “Financial Impacts” means a substantial loss of household income caused by the COVID-19 pandemic, loss of revenue or business for Tenants due to business closure, increased costs, reduced revenues, or other similar reasons impacting a Tenant’s ability to pay rent due, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket medical expenses. Note, between October 1, 2020 and ~~January 31, June 30, 2021~~, for Residential Tenants facing eviction due to nonpayment of rent related to COVID-19, “financial impact” shall have the same meaning as “COVID-19-related financial distress,” as is defined in 1179.02 of the Code of Civil Procedure Code.
- 4.1044 “Landlord” means an owner of residential real property, owner of a residential rental unit, owner of a mobilehome park, owner of a mobilehome park space, or an owner of commercial real property.
- 4.1142 “Moratorium” means the eviction moratorium for residential and commercial Tenancies and mobilehome space renters, established by the County pursuant to an executive order of the Chair of the Board of Supervisors, dated March 19, 2020, and subsequent amendments by the

Chair of the Board of Supervisors dated April 14, 2020, June 3, 2020, September 1, 2020, November 10, 2020, ~~and~~ January 5, 2021, and February 23, 2021.

~~4.1243~~ "Moratorium Period" means the time period commencing March 4, 2020, through June 30, February 28, 2021, unless further extended or repealed by the Board.

~~4.1344~~ "Protected Time Period" means the time period of March 4, 2020, through September 30, 2020, during which a residential tenant or mobilehome space renter was unable to pay rent.

~~4.1445~~ "Multinational Company" means a company operating within the County but with its principal headquarters located outside of the United States, or a company with its principal headquarters located in the United States but which derives 25% or more of its revenue from operations outside of the United States.

~~4.1546~~ "Related to COVID-19" means it was a result of any of the following: a suspected or confirmed case of COVID-19, or caring for a household or family member who has a suspected or confirmed case of COVID-19; lay-off, loss of compensable work hours, or other reduction or loss of income or revenue 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 at 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 related to COVID-19.

4.16 "Senate Bill ("SB") 91 means SB 91, as approved by the California Legislature and Governor on January 29, 2021.

4.17 "Tenancy" and "Tenancies" mean a residential or commercial tenancy of any nature and duration, established through written or oral lease agreement, both express and implied, including but not limited to mobilehome spaces within mobilehome parks and includes storage units used for commercial purposes.

4.18 "Tenants" includes all of the following: tenants of residential real property; tenants who rent space or a lot in a mobilehome park; tenants of commercial property, as defined in Section 1162 of the Civil Code, including but not limited to, a commercial tenant using a property as a storage facility for commercial purposes.

## 5. Applicability of Moratorium

### 5.1. Application

- A. The Moratorium is effective as of March 4, 2020, and shall continue in full force and effect through ~~February 28, 2021~~ June 30, 2021, unless further extended or repealed by the Board of Supervisors.
- B. This Moratorium applies to nonpayment eviction notices, no-fault eviction notices, rent increase notices, and unlawful detainer actions, served and/or filed on or after March 4, 2020.

The protections under this Moratorium shall apply to tenancies where a tenant remains in possession of the rental unit and the unlawful detainer action to evict a Tenant has not been subject to final determination by a judge or jury.

### 5.2. Jurisdiction

- A. Unincorporated County: The Moratorium applies to the unincorporated areas of the County.
- B. Incorporated Cities within the County: As of September 1, 2020, this Moratorium applies to all incorporated cities located within the County pursuant to Government Code section 8630, et seq. and Chapter 2.68 of the County Code.

### 5.3. The following shall no longer be covered by this Moratorium:

- A. Commencing June 1, 2020, Commercial Tenancies where the Tenant has more than 100 Employees.
- B. Commencing June 1, 2020, Commercial Tenancies where the Tenant is a Multinational Company or a publicly traded company.
- C. Commencing September 1, 2020, tenants at space or property located at airports within the County.
- D. Between October 1, 2020 and ~~January 31,~~ June 30, 2021, residential evictions related to nonpayment of rent due to COVID-19 related financial hardship shall not ~~no longer~~ be covered by this Moratorium, per requirements set forth in AB 3088 and SB 91.

5.4 Notices:

A. Residential Tenants ~~through the duration of this moratorium:~~

The time period stated in a notice of termination of Tenancy, subject to the provisions in section 6.1 of these guidelines, which was served to a Tenant subject to the Moratorium before March 4, 2020, but whose notice period had not fully run before March 4, 2020, is effectively tolled during the Moratorium. Any notice of termination served to a Tenant subject to the Moratorium on or after March 4, 2020, and during the Moratorium is rendered null and void.

B. Residential Tenants Facing Eviction related to unpaid COVID-19 Rental Debt from October 1, 2020 – ~~January 31, June 30, 2021:~~

For evictions due to nonpayment of COVID-19 related rental debt, landlords must comply with noticing requirements as outlined in AB 3088 and SB 91 in order for the notice to be considered sufficient to establish a cause of action for unlawful detainer or a basis for default judgment.

C. Commercial Tenants through the duration of this moratorium:

The time period stated in a notice of termination of Tenancy which was served on a Commercial Tenant subject to the Moratorium before March 4, 2020, but whose notice period had not fully run before March 4, 2020, is effectively tolled during the Moratorium. Any notice of termination served to a Tenant subject to the Moratorium on or after March 4, 2020, and during the Moratorium is rendered null and void.

5.5 For Tenancies subject to Section 9 of these guidelines, the time period stated in a notice of rent increase which was served before March 4, 2020, but which did not take effect before March 4, 2020, is effectively tolled until the Moratorium has ended.

5.6 Where a lease term ends while this Moratorium remains in effect, the lease term shall be extended until the Moratorium ends.

## 6. Prohibition on Evictions

- 6.1 Nonpayment of Rent: A Landlord shall not serve a notice to evict on or otherwise attempt to evict a Tenant subject to the Moratorium:
- A. Who fails to pay any amount of rent or other costs or fees, including but not limited to late charges and interest, if the Tenant demonstrates an inability to pay such rent or other costs or fees due to financial impacts related to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions, so long as the Tenant has provided the Landlord with notice of an inability to pay within seven (7) calendar days of the date the rent or other costs or fees were due, unless extenuating circumstances exist that prevented the Tenant from providing timely notice, including but not limited to the Tenant's illness or the illness of a family member for whom the Tenant is providing care. Tenants are encouraged, but are not required, to provide this notice in writing.
  - B. Moratorium Period. Commercial Tenants who are unable to pay rent incurred during the Moratorium Period are protected from eviction under this Moratorium so long as the reason for nonpayment is Financial Impacts Related to COVID-19.
  - C. Protected Time Period. Residential Tenants and mobilehome space renters who were unable to pay rent incurred during the Protected Time Period are protected from eviction under this Moratorium so long as the reason for nonpayment is financial impacts related to COVID-19 and the Residential Tenant has provided notice to the Landlord within the timeframe specified in Section ~~6.1 A6-6~~ of these guidelines.
  - D. ~~Extension Time Period. Residential Tenants and mobilehome space renters who were unable to pay rent during the Extension Protection Period are protected from eviction under this Moratorium so long as the reason for nonpayment is financial impacts related to COVID-19 and the Residential Tenant has provided notice to the Landlord within the timeframe specified in Section 6.1 of these guidelines.~~
- 6.2 No Fault Termination of Tenancy: A Tenant shall not be evicted where grounds for terminating tenancy is not based on any alleged fault by the Tenant, including but not limited to the reasons set forth in California Code of Civil Procedure Sections 1161 et seq., ~~California Civil Code 798.56, and~~ Los Angeles County Code Chapters 8.52 and ~~8.57-090~~, and also includes the intent to demolish or substantially remodel the real property, unless the eviction is reasonably necessary to protect the health and safety of the occupants or those who live and work nearby. An eviction is reasonably necessary to protect the health and safety of the occupants or those who live and work nearby if the property poses an inherent risk to human life or

is unfit for human habitation, if the number of occupants or the conditions of the occupancy violate applicable federal, state, or local laws or regulations designed to protect human health and safety, or if a court of competent jurisdiction determines the eviction is reasonably necessary to protect the health and safety of the occupants or those who live and work nearby.

- 6.3 Nuisance or Unauthorized Occupants or Pets. A Residential Tenant shall not be evicted for maintaining an unauthorized occupant or pet on the premises, or for an alleged nuisance relating to the number of or noise caused by occupants or pets on the property, if the occupants or pets are present because of the COVID-19 pandemic. By way of example only, and without exclusion, an unauthorized occupant or pet may be present because of the COVID-19 pandemic if the Tenant is caring for the child or pet of a person who is sick with COVID-19.
- 6.4 Denial of Entry. A Residential Tenant shall not be evicted on the grounds that such tenant denied entry by the landlord.
- A. The following circumstances permit entry into the premises:
1. Remedying a condition that substantially endangers or impairs the health or safety of a Residential Tenant or other persons in the vicinity of the premises;
  2. Residential Tenant is causing or threatening to cause substantial damage to the premises.
- B. If a Landlord seeks entry pursuant to subdivision (a) above, the Landlord must:
1. 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.
  2. Ensure that appropriate social distancing, cleaning, and sanitation measures are taken to protect from risk of transmitting the COVID-19 virus during the entry. Such measures must account for: the Residential Tenant's report that the Residential Tenant, or a member of their household, has or believes in good faith to have been recently exposed to the COVID-19 virus; or the Residential Tenant's report that the Residential Tenant, or a member of their household, is at a higher risk for more serious complications from the COVID-19 virus.
  3. A Landlord who enters the premises shall promptly leave the premises if the Residential Tenant revokes permission to enter because of the



Landlord's failure to observe appropriate social distancing, cleaning, and sanitization measures.

- C. For purposes of this subsection only, "Landlord" includes, but is not limited to, any person authorized by the owner to enter the premises, such as maintenance personnel, a prospective buyer, or a prospective tenant.

- 6.5 Notwithstanding (6.1) through (6.4), above, or any other provision of this Moratorium, this Moratorium shall not apply where the Tenant's occupancy is a threat to the public health or safety, as determined by a court of law.

#### 6.6 Tenant Certification of COVID-19 Related Financial Hardship

##### A. Residential Tenants:

May conclusively establish a financial impact related to COVID-19 pursuant to the definition of "financial impacts" in these guidelines if the Tenant provides a Landlord with a written, signed self-certification establishing a financial impact. A Tenant's failure to provide a written, signed self-certification does not preclude a Tenant from establishing a financial impact related to COVID-19 through other means, including but not limited to verbal notice to the Landlord.

- B. Residential Tenants from October 1, 2020 – ~~January 31, June 30, 2021~~ facing eviction due to nonpayment of rent related to COVID-19:

Shall establish "COVID-19-related financial distress," by complying with the ~~guidelines requirements~~ set forth in 1179.02 of the Code of Civil Procedure Code.

##### B.C. Commercial Tenants through the duration of this Moratorium:

- 1. Commercial Tenants with nine (9) or fewer employees:

May conclusively establish a financial impact related to COVID-19 pursuant to the definition of "financial impacts" in these guidelines if the Tenant provides a Landlord with a written, signed self-certification establishing a financial impact. A Tenant's failure to provide a written, signed self-certification does not preclude a Tenant from establishing a financial impact related to COVID-19 through other means, including but not limited to verbal notice to the Landlord.

2. Commercial Tenants with ten (10) or more, but fewer than 100, Employees:

Shall provide a Landlord with documentation sufficient to demonstrate a financial impact related to COVID-19 pursuant to the definition of “financial impacts” in these guidelines. Such documentation may include, but is not limited to, bank statements before and after the COVID-19 pandemic, gross sales receipts before and after the COVID-19 pandemic, and evidence of increased expenses before and after the COVID-19 pandemic. Additional documentation may include applicable federal, state, and local health officer orders which demonstrate restrictions on business activity applicable to the Tenant. The fact that a business is “essential” under a federal, state, or local public health order or continues to operate during the Moratorium shall not, in and of itself, prevent a commercial Tenant from establishing a financial impact related to COVID-19.

6.7 Notice of Nonpayment of Rent:

A. Residential and Commercial Tenants:

1. Protected Time Period: ~~Moratorium Period and Extension Protection~~  
~~Period:~~

A Landlord who has attempted to evict a Tenant for nonpayment of rent and who receives notice from the Tenant that the Tenant is unable to pay rent or other costs or fees, and extenuating circumstances prevented the Tenant from providing timely notice, must immediately cease all efforts to evict the Tenant, including but not limited to dismissing a summons and complaint that has been filed to evict the Tenant. The Tenant shall not be considered a prevailing party and shall not be entitled to recover costs or legal fees as a result of any such voluntary dismissal.

2. October 1, 2020 – June 30, 2021:

A Landlord who demands COVID-19 related rental debt must do so by complying with the guidelines requirements set forth in 1179.032 of the Civil Code of Civil Procedure.

2. ~~Protection Period:~~

~~A Landlord who has demanded COVID-19 related rental debt and who receives a signed declaration of “COVID-19 related financial distress,” as defined in 1179.02 of the Civil Code, within fifteen (15) days of delivering~~

~~notice to pay rent or quit or notice to perform covenants or quit to the Tenant, and on or before June 30, January 31, 2021, received payment from the Tenant in an amount that equals at least 25 percent of each rental payment that came due during the time period, may not evict the Tenant for failure to comply with the notice.~~

B. Commercial Tenants ~~through the duration of this Moratorium:~~

A Landlord who has attempted to evict a Tenant for nonpayment of rent and who receives notice from the Tenant that the Tenant is unable to pay rent or other costs or fees, and extenuating circumstances prevented the Tenant from providing timely notice, must immediately cease all efforts to evict the Tenant, including but not limited to dismissing a summons and complaint that has been filed to evict the Tenant. The Tenant shall not be considered a prevailing party and shall not be entitled to recover costs or legal fees as a result of any such voluntary dismissal.

6.8 Affirmative Defense

- A. This Moratorium grants an affirmative defense for Tenants in any unlawful detainer action to evict a Tenant filed by the Landlord based on non-payment of rent due to the Financial Impacts Related to COVID-19.
- B. Affirmative defenses in this Moratorium, shall apply to tenancies where a Residential Tenant remains in possession of the rental unit and the unlawful detainer lawsuit has not been subject to final determination by a judge or jury.

**7. Determining Number of Employees for Commercial Tenants**

The following rules apply for determining the number of Employees of a commercial Tenant:

- 7.1 The number of Employees shall be calculated as of March 4, 2020.
- 7.2 The number of Employees of a sole proprietor shall be the total number of the sole proprietor's Employees at any business location, including locations outside of the County.
- 7.3 The number of Employees of a commercial Tenant other than a sole proprietor shall be the total number of the Tenant's Employees at any business location, including locations outside of the County, plus the Employees of any subsidiary, parent, or affiliated entities.

7.4 The number of Employees of a franchise location shall be calculated separately from the Employees of other separately owned franchise locations and the franchisor.

## 8. Repayment of Rent After the Moratorium Ends

8.1. The Moratorium does not cancel a Tenant's obligations to pay rent. Tenants are responsible for repaying rent which comes due and is unpaid during the Moratorium, but Tenants have additional time to do so, as set forth in these Guidelines. Tenants should repay all or partial rent if they are financially able, and are encouraged to repay rent which came due but was unpaid during the Moratorium as soon as they are financially able to do so. Landlords may accept partial repayment of rent which comes due during the Moratorium without forfeiting the right to complete repayment.

### 8.2 Residential Tenants

~~A. Moratorium Protected Time Period: Residential Tenants shall have until August 31, September 30, 2021 to repay their Landlords for rent or any other unpaid financial obligation under their tenancy which came due but was unpaid from March 4, 2020 to September 30, 2020.~~

~~B. October 1, 2020 – June 30, 2021: Residential Tenants will have to comply with the provisions set forth in AB 3088 and SB 91 for unpaid rent that came due during this time period.~~

~~C. Protected Period: Residential Tenants shall have up to twelve (12) months from the expiration of the Protected Time Period to repay unpaid rent that came due during the Protected Time Period.~~

~~C. Extension Protection Period: Residential Tenants shall have up to twelve (12) months from the expiration of the Moratorium Period to pay any unpaid rent incurred during the Extension Protection Period.~~

### 8.3 Commercial Tenants

A. Commercial Tenants with nine Employees or fewer shall have 12 months following the end of the Moratorium to repay their Landlords for rent and related charges which came due but were unpaid during the Moratorium. Tenants are not required to pay rent or charges due immediately upon expiration of the Moratorium, nor agree to a payment plan or make payments according to a schedule mandated or requested by a Landlord.

B. Commercial Tenants with ten or more, but fewer than 100, Employees shall have six months following the expiration of the Moratorium to pay rent and

related charges which came due but were unpaid during the Moratorium. Tenants shall make such payments in six equal monthly installments, unless the Tenant and Landlord agree to an alternate payment schedule.

- C. For commercial Tenants with more than 100 Employees, or that are a Multinational Company or publicly traded, rent and related charges which came due but were unpaid during the Moratorium shall be due on June 1, 2020, unless the Tenant and Landlord agree to an alternate payment schedule.

~~8.45~~ A Landlord shall not charge late fees, interest, penalties, or other related fees or costs for rent that came due but was unpaid during the Moratorium, provided Tenants repay the rent within the time provided by the Moratorium, as set forth in these Guidelines. Per the requirements set forth in AB 3088 and SB91, this provision will not apply to Residential Tenancies covered under this Moratorium from October 1, 2020 through ~~June 30, January 31,~~ 2021.

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~~8.56~~ Tenants and Landlords are encouraged to agree on a payment plan during this Moratorium Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial rent payments, or a Tenant from making such payments, if the Tenant is financially able to do so.

~~8.67~~ A Residential Tenant's failure to pay back unpaid rent under the terms of the payment plan shall not be cause to evict the Tenant. Any term in a payment plan that allows eviction due to the Tenant's failure to comply with the terms of the payment plan is void as contrary to public policy. This shall be an affirmative defense for a Residential Tenant in any unlawful detainer action filed by a Landlord.

~~8.78~~ A Landlord is prohibited from applying a monthly rental payment to any rental debt other than to the prospective month's rent, or such other month or rental debt that the Residential Tenant specifies, unless the Residential Tenant has agreed in writing to allow the payment to be otherwise applied. This shall be an affirmative defense for a Residential Tenant in any unlawful detainer action filed by a Landlord.

## 9. **Prohibition on Rent Increases, Pass-Throughs, or Other Fees in the Unincorporated Area**

For any Tenancy which is subject to the County's rent stabilization or mobilehome rent stabilization ordinances (Los Angeles County Code Chapters 8.52 and 8.57), a Landlord shall not attempt to increase the amount of rent while the Moratorium remains in effect, and any notices of rent increase served during the Moratorium shall be void and of no force or effect. The time period stated in any notice of rent increase served before the Moratorium is effectively tolled until the end of the

Moratorium. The Department may approve pass-through charges requested in an application filed pursuant to Los Angeles County Code chapters 8.52.070 and 8.57.070, provided that no pass-through charges shall be allowed during the Moratorium. Landlords may not charge interest or late fees on unpaid rent or other amounts otherwise owed, during the Moratorium Period and are prohibited from retroactively imposing or collecting any such amounts following the termination or expiration of the Moratorium.

**10. Prohibition on Harassment**

Landlords, and those acting on their behalf, are prohibited from harassing or intimidating Tenants.

**11. Violations of the Moratorium**

Violations of the Moratorium and appropriate remedies may be determined by a court of competent jurisdiction in a private right of action between a Tenant and Landlord. Tenants may raise the existence of the Moratorium, and any rights and remedies created thereunder, as an affirmative defense to an unlawful detainer action.

Nothing in these Guidelines are intended to limit the County's authority to enforce its executive orders, laws, and regulations.

**12. Administrative Fines and Remedies**

A Landlord, who is determined by the Department to have violated the terms of Paragraphs V, VI, VII, or VIII of the Moratorium, shall be subject to administrative fines pursuant to Sections 8.52.160 and 8.57.130 of the County Code. The maximum administrative fine for violations of Paragraph VIII is temporarily increased during this Moratorium, from \$1,000 to \$5,000 per violation, per each day the violation continues. If the aggrieved Tenant is disabled or age 65 or older, an additional fine of up to \$5,000 per day may be applied.

Any Tenant, or any other person or entity acting on behalf of the Tenant representing the Tenant's interests, including the County, may enforce the provisions of Paragraphs V, VI, VII, or VIII of the Moratorium by means of a civil action seeking civil remedies. Landlords shall be subject to civil penalties as outlined above.

**12. Agreements Between Landlords and Tenants**

Nothing in these Guidelines prevents a Landlord and Tenant from entering into an agreement regarding any matter covered in these Guidelines, provided the agreement does not violate any provisions of the Moratorium. Any provision of an

agreement that would violate the Moratorium are contrary to public policy and are void.

**13. Voluntary Dispute Resolution**

Landlords and Tenants are encouraged to work together to resolve any disputes related to the Moratorium. Any interested party may request that the Department provide a voluntary, dispute resolution process, during which a trained, neutral facilitator will work with the Landlord and Tenant to reach mutually satisfactory outcomes. Dispute resolution requests may be made online at <https://dcba.lacounty.gov/mediation> or by calling 833-223-RENT (7368).

**14. Amendments to the Guidelines**

These Guidelines may be amended from time to time. Amended guidelines shall be approved by the Director and shall indicate the date of revision.