



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
March 18, 2021
July 1, 2021
July 20, 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, January 5, 2021, February 23, 2021, and June 22, 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>)
- Extension of Executive Order to September 30, 2021, motion dated June 22, 2021
(<http://file.lacounty.gov/SDSInter/bos/supdocs/159367.pdf>)
- Resolution of the Board of Supervisors Amending and Restating Executive Order, motion dated June 22, 2021
(<http://file.lacounty.gov/SDSInter/bos/supdocs/159367.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 "Assembly Bill (AB) 81" means AB 81, as approved by the California Legislature and Governor on February 23, 2021.
- 4.3 "Assembly Bill (AB) 832 means AB 832, as approved by the California Legislature and Governor on June 28, 2021.
- 4.44.3 "Board of Supervisors" means the Los Angeles County Board of Supervisors.
- 4.54.4 "County" means the County of Los Angeles.
- 4.64.5 "Covid-19 Related Rental Debt" shall have the same meaning as in 1179.02 of the Civil Code.
- 4.74.6 "Department" means the Los Angeles County Department of Consumer and Business Affairs.
- 4.84.7 "Director" means the Director of the Los Angeles County Department of Consumer and Business Affairs.
- 4.94.8 "Employee" shall have the same definition as in the California Labor Code.
- 4.104.9 "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.
- 4.114.10 "Extension Protection Period" means the time period of July 1, 2021 through the end of the Moratorium Period.
- 4.124.11 "Family Member" means a Tenant's or Landlord's parent, child, spouse or registered domestic partner, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, or other dependent over which the Tenant or Landlord has guardianship, the spouse's or registered domestic partner's parent, child, grandparent, grandchild, aunt or uncle at least sixty-two (62)

years of age, and other dependent over which the Tenant's or Landlord's spouse or domestic partner has guardianship.

~~4.134.12~~ "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 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.

~~4.144.13~~ "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.

~~4.154.14~~ "Landlord's Family Member" means a Landlord's parent, child, spouse or registered domestic partner, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, or other dependent over which the Landlord has guardianship, the spouse's or registered domestic partner's parent, child, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, and other dependent over which the Landlord's spouse or domestic partner has guardianship.

~~4.164.15~~ "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, January 5, 2021, and February 23, 2021, and June 22, 2021.

~~4.174.16~~ "Moratorium Period" means the time period commencing March 4, 2020, through September 30, 2021, unless further extended or repealed by the Board.

4.18 "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.

4.19 "Personal Liability Provision" means a term in a commercial lease in which a third party agreed to be wholly or partially liable for the rent, charges, or

other sums owed by the commercial Tenant, upon the occurrence of a default in payment or other term in the lease. This includes the execution of a separate instrument that would otherwise qualify as a Personal Liability Provision if it were included within the terms of the underlying commercial lease. This applies to a commercial tenant who has nine (9) employees or fewer and is a natural person rather than a business entity.

- 4.18 “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.
- 4.19 “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.
- 4.20 “Residential Tenant” means a residential tenant or a mobilehome space renter.
- 4.21 “Senate Bill (“SB”) 91 means SB 91, as approved by the California Legislature and Governor on January 29, 2021.
- 4.22 “Single-Family Home” means a stand-alone, detached residential unit separate from any other residential dwelling unit or structure, as well as mobilehomes and condominium units. For the purposes of these guidelines, single-family home does not include accessory dwelling units (ADUs) as defined in, but not necessarily in strict compliance with the requirements of, Section 22.44.1370 of the County Code.”
- 4.23 “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.
- 4.24 “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.

4.25 "Transition Protection Period" means the time period from October 1, 2020, through June 30, 2021.

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 September 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, and other civil actions, including, but not limited to, actions for repayment of rental debt accrued 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 September 30 ~~June 30~~, 2021, residential evictions related to nonpayment of rent due to COVID-19 related financial hardship shall not be covered by this Moratorium, per requirements set forth in AB 3088, ~~and SB 91~~, AB 81, and AB 832 (collectively “State’s Eviction Protections”).

5.4 Notices:

A. Residential Tenants:

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 during the Transition Protection Period, and from July 1, 2021 – September 30, 2021:

For evictions due to nonpayment of COVID-19 related rental debt, landlords must comply with noticing requirements as outlined in the State’s Eviction Protections ~~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.

1. Effective June 22, 2021, a Landlord is required to provide notice to Commercial Tenants with nine (9) or fewer employees of their rights under this Moratorium within ten (10) days of serving a notice of nonpayment.

- 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. Effective June 22, 2021, a Landlord is:
 - 1. Precluded from enforcing a personal guarantee(s) on commercial rental debt accrued during the Moratorium Period by Commercial Tenants with nine (9) employees or fewer; and
 - 2. Precluded from evicting a Commercial Tenant whose tenancy is currently a holdover or month-to-month.
 - C. Protected Time Period. Residential Tenants 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 A of these guidelines.

D. Transition Protection Period and from July 1, 2021 – September 30, 2021. Residential Tenants who are unable to pay rent incurred during the Transition Protection Period, and who are not able to meet State law requirements necessary for protection from eviction for such nonpayment, are protected from eviction under this Moratorium, so long as the reason for nonpayment was Financial Impacts Related to COVID-19, and the Residential Tenant has provided notice to the Landlord to this effect by September 30, 2021. ~~June 30, 2021.~~

E. ~~Extension Protection Period. Residential Tenants who are unable to pay rent incurred during the Extension Protection Period are protected from eviction under this Moratorium, so long as the reason for nonpayment was Financial Impacts Related to COVID-19, and the Residential Tenant has provided notice to the Landlord to this effect within the timeframe specified in Section 6.1A of these guidelines.~~

6.2 No Fault Termination of Tenancy or Occupancy: A Tenant shall not be evicted where grounds for terminating tenancy or occupancy 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., Los Angeles County Code Chapters 8.52 and 8.57, 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 as defined in Section 6.6 of these guidelines.

6.3 Owner Move-Ins: However, as of July 1, 2021, a Landlord who purchased a single-family home as defined in Section 4.22 of these guidelines on or before June 30, 2021, and seeks in good faith to move into the single-family home as the Landlord's or Landlord's Family Member's principal residence for at least thirty-six (36) consecutive months, may displace the current Residential Tenant and Residential Tenant's household members in order to move into the single-family home subject to the following conditions:

A. Residential Tenant has been and is able to pay rent and does not have Financial Impacts Related to COVID-19;

B. Landlord may only terminate a tenancy if the Landlord or Landlord's Family Member who will reside in the single-family home is similarly situated to the Residential Tenant or Residential Tenant's household members who are being displaced, as follows:

1. If the Residential Tenant or one of the Residential Tenant's household members is at least sixty-two (62) years of age or older, then the Landlord or Landlord's Family Member who will reside in

the single-family home must also be sixty-two (62) years of age or older;

2. If the Residential Tenant or one of the Residential Tenant's household members is a person with a disability who has a physical or mental impairment that limits one or more of a person's major life activities within the meaning of the California Fair Housing and Employment Act pursuant to California Government Code section 12926, then the Landlord or Landlord's Family Member who will reside in the single-family home must also be a person with a disability;
 3. If the Residential Tenant or one of the Residential Tenant's household members has a terminal illness as verified by a medical care provider, then the Landlord or Landlord's Family Member who will reside in the single-family home must also have a terminal illness; or
 4. If the Residential Tenant is a low-income household (low-income household means a household whose income does not exceed the qualifying limits for lower income households as established by Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code section 50079.5), then the Landlord or Landlord's Family Member who will reside in the single-family home must also be a low-income household.
- C. Landlord provides Residential Tenant with at least sixty (60) days' written notice that the Landlord or Landlord's Family Member will be occupying the single-family home as their principal residence, thus requiring the Residential Tenant to vacate the single-family home within sixty (60) days. The Landlord must provide a copy of this notice to the Department along with proof of timely service on a form substantially similar to the proof of service form included with these guidelines (Attachment A – "Proof of Service") to the Residential Tenant via certified mail, return receipt requested, within five (5) days after providing such notice to the Tenant. The Landlord shall provide an extension to the sixty (60) day time period if anyone in the Residential Tenant's household residing in the single-family home and/or anyone in the Landlord's or Landlord's Family Member's household who will be moving into the single-family home has been diagnosed with a suspected or confirmed case of COVID-19 within fourteen (14) days of the final date of the tenancy until all affected parties have been deemed to be no longer infectious. The Landlord or Landlord's Family Member will demonstrate good faith by moving into the single-family home within sixty (60) days of Residential Tenant vacating the single-family home and living in the home as their principal residence for at least thirty-six (36) consecutive months;

- D. Landlord pays the Residential Tenant relocation assistance. The amount of relocation assistance paid shall be an amount as set forth in the regulations, executive orders, or municipal code of the local jurisdiction within which the single-family home is located, even if no relocation assistance is offered for terminations of tenancy of single-family homes. If no relocation assistance requirements are offered by the local jurisdiction for such owner move-ins, Landlord shall pay Residential Tenant [relocation assistance as set forth in Section 8.52.110 of the County Code](#) and the Department's policies and procedures, as described in the bulletin attached to these guidelines (Attachment B —“Relocation Assistance Bulletin”);
 - E. Not less than sixty (60) days prior to the final date of the tenancy, the Landlord must disclose to the Department the name(s) of the eligible individuals who will occupy the single-family home on the disclosure form attached to these guidelines (Attachment C – “Temporary Eviction Moratorium – Landlord Move-In Disclosure Form”). The Department may contact the Landlord at any time during Landlord's or Landlord's Family Member's thirty-six (36) month occupancy to confirm that the Landlord or Landlord's Family Member resides in the recovered single-family home and to obtain written verification of residency; and
 - F. Landlord is in compliance with all requirements of Chapter 8.52 of the County Code for single-family homes located in unincorporated County.
 - G. For purposes of this section, “Landlord” means a natural person who is the owner of a single-family home as defined in Section 4.22 of these Guidelines and who possesses legal title to at least fifty percent (50%) of the home.
- 6.4 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.

- 6.5 Denial of Entry. A Residential Tenant shall not be evicted on the grounds that such tenant denied entry by the Landlord into the rental unit.
- A. The following circumstances permit entry into the premises:
2. 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.
- 6.6 Notwithstanding (6.1) through (6.5), above, or any other provision of this Moratorium, this Moratorium shall not apply where the eviction is necessary to maintain compliance with the requirements of Civil Code section 1941.1, Health and Safety Code sections 17920.3 or 17920.10, or any other applicable law governing the habitability of rental units, or where the Tenant's occupancy is otherwise a threat to the public health or safety as determined by a court of law.

6.7 Tenant Certification of COVID-19 Related Financial Hardship

A. Residential Tenants during the Protected Period or ~~Extension~~ Protection Period:

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 during the Transition Protection Period and from July 1, 2021 – September 30, 2021:

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

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 in a form substantially similar to the self-certification attached to these guidelines (Attachment D – “Self-Certification”). 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 no more than one hundred (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.

6.8 Notice of Nonpayment of Rent:

A. Residential:

1. Protected Time 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. Transition Protection Period and from July 1, 2021 – September 30, 2021:

A Landlord who demands COVID-19 related rental debt must do so by complying with the requirements set forth in 1179.03 of the Code of Civil Procedure.

B. Commercial Tenants:

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.

6.9 Affirmative Defense:

- A. Effective March 4, 2020, any Tenant protection provided under this Moratorium shall constitute an affirmative defense for a Tenant in any unlawful detainer action brought pursuant to California Code of Civil Procedure section 1161, as amended, and any other civil action seeking

repayment of rental debt. Said affirmative defenses shall survive the termination or expiration of this Moratorium.

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. Protected Time Period: Residential Tenants shall have until 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 through September 30, 2020.
- B. Transition Protection Period and from July 1, 2021 – September 30, 2021: Residential Tenants will have to comply with the provisions set forth in the

State's Eviction Protections AB 3088 and SB 91 for unpaid rent that came due during this time period.

~~C. Extension Protection Period: Residential Tenants shall have up to twelve (12) months from the expiration of the Extension Protection Period to repay rent or any other unpaid financial obligation which came due but went unpaid from July 1, 2021 through September 30, 2021.~~

8.3 Commercial Tenants

- A. Commercial Tenants with nine (9) Employees or fewer shall have twelve (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 (10) or more, but fewer than one hundred (100), Employees shall have six (6) 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 one hundred (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.

8.4 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 the State's Eviction Protections AB 3088 and SB 91, this provision will not apply to Residential Tenancies covered under this Moratorium from October 1, 2020 through September 30, 2021~~June 30, 2021~~.

8.5 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.

8.6 A Commercial Tenant Residential Tenant's (Tenant) with nine (9) or fewer employees shall not be evicted for failure to pay back unpaid rent under the

terms of the payment plan, or at the end of the repayment period ~~shall not be cause to evict the Tenant~~. Any term in a payment plan for a Tenant with nine (9) or fewer employees 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.

8.7 Effective March 4, 2020, 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 ~~Commercial Residential~~ Tenant (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, or retaliating against Tenants for acts or omissions by Tenants permitted under the Moratorium, and such acts by Landlord or Landlord's agent will be deemed to be violations of the Retaliatory Eviction and Harassment provisions as set forth in County Code Sections 8.52.130 and 8.57.100 and as expanded by this Moratorium.

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.



BOARD OF SUPERVISORS

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES
**DEPARTMENT OF CONSUMER
AND BUSINESS AFFAIRS**

"To Enrich Lives Through Effective and Caring Service"

PROOF OF SERVICE

Complete and return this form to:

COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
RENT STABILIZATION PROGRAM
500 WEST TEMPLE STREET, B-96, LOS ANGELES, CA 90012-2706
Email: Rent@dcbalacounty.gov



Joseph M. Nicchitta
Director

Joel Ayala
Chief of Staff

Rafael Carbajal
Chief Deputy

This form must be completed and provided to the Department of Consumer and Business Affairs (DCBA), whenever an application or notice is submitted to the department. Please fill this form out completely and attach any supporting documents. Service must be completed within the timeframe indicated by Los Angeles County Code Chapters [8.52](#) and [8.57](#).

You may submit this Proof of Service and all supporting documents that demonstrate service was completed to the department in person, via mail, or email.

Check box for applicable document served: Application for Rent Adjustment Notice of Termination of Tenancy Buyout Agreement

Section I: Server's Information (Select ONE)

Tenant(s)/ Mobilehome Owner(s) Landlord/ Mobilehome Park Owner(s) Third Party

Name:			
Telephone Number:			
Address:		Email:	

Section II: Party Served

Person(s) being served is a (Select ONE):	<input type="checkbox"/> Tenant(s)/Mobilehome Owner(s) <input type="checkbox"/> Landlord/Mobilehome Park Owner(s)		
Name:			
Telephone Number:			
Address:		Email:	

Section III: Method of Service (Select ONE)

Certified Mail **First Class Mail**

Date mailed:		Tracking number # (if applicable):	
To the following address:			
Postage prepaid to the:	<input type="checkbox"/> Tenant(s)/Mobilehome Owner(s) <input type="checkbox"/> Landlord/Park Owner(s)		
Copy of return receipt attached (if applicable):	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Personal Service

Date and Time of Service:	
Address (if different from property address):	

Section IV: Affected Parties

List the names of each recipient that is subject to this form and has received a copy of the application and/or notice selected above.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section V: Disclosure and Signature

Tenant(s) or Mobilehome Owner(s):

I, _____ (Name), declare under penalty of perjury, under the laws of the State of California that a copy of above mentioned documents have been provided to all landlords/park owners who are named in this document.

Landlord or Mobilehome Park Owner(s):

I, _____ (Name), declare under penalty of perjury, under the laws of the State of California that a copy of above mentioned documents have been provided to all tenants/mobilehome owners who are named in this document.

Third Party:

I, _____ (Name), declare under penalty of perjury, under the laws of the State of California that a copy of above mentioned documents have been provided to all tenants/mobilehome owners who are named in this document.

Print Name

Date

Signature



Relocation Assistance FAQs

What is relocation assistance?

Relocation assistance can be in the form of money, a comparable accommodation and/or services from a relocation specialist in locating a new place to live – all provided by the landlord.

When is relocation assistance required?

Landlords are required to pay relocation assistance when tenants are permanently or temporarily displaced from their units through no fault of their own.

What does it mean to be permanently or temporarily displaced?

- A tenant is **permanently displaced** if they are evicted for a [No-Fault reason](#) such as:
 - A landlord evicts a tenant so that they or their family member can move into the tenant’s unit,
 - Withdrawal of the unit from rental market (Ellis Act) or,
 - A government mandate.
- A tenant is **temporarily displaced** if they must temporarily leave their unit for one of the following reasons, until the issue is resolved:
 - Necessary repairs,
 - Rehabilitation (Major upgrades/repairs that increase value to the property),
 - Health and safety violations or,
 - Work that cannot be completed while the tenant remains in the unit.

Who qualifies for relocation assistance?

Tenants who live in units subject to the Rent Stabilization Ordinance (RSO) in the unincorporated areas of Los Angeles County that are being evicted for a “no-fault” reason or are being temporarily displaced qualify for relocation assistance.

How much relocation assistance do permanently displaced tenants get?

Tenants are eligible for the following relocation assistance amounts, per unit:

Relocation Assistance Amounts					
	Studio	1 Bedroom	2 Bedrooms	3 Bedrooms	4+ Bedrooms
Standard	\$7,654	\$8,662	\$10,797	\$13,115	\$14,759
Seniors, Minors, Persons w/ Disabilities	\$9,272	\$10,675	\$13,359	\$16,043	\$17,995
Lower-Income Household	\$10,980	\$12,688	\$15,921	\$18,971	\$21,411



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Housing & Tenant Protections

Relocation assistance is based on the size of the unit and not the number of tenants in the unit. However, if there is a Qualified or Lower-Income Tenant in the household, landlords must pay the Qualified or Lower-Income relocation assistance amount.

Who is a Qualified or Lower-Income tenant?

Tenants who are seniors, persons with disabilities, or households with minor children are considered Qualified. Lower-Income Tenants are defined by the [California Health and Safety Code Section 50079.5](#).

What relocation assistance do temporarily displaced tenants receive?

- Tenants who are temporarily displaced for **30 days or less** must be provided a per-diem (an allowance or payment made for each day).
- Tenants who are temporarily displaced for **31 days or more** must be provided either a per-diem or comparable accommodations to their unit, if available.

The current per-diem rate is **\$207** per night (including taxes), plus an additional **\$66** per adult for meals and incidentals and **\$33** per child, 12 and under. This rate is based on the [Federal General Services Administration](#) per diem rate for lodging in Los Angeles County, which is updated annually.

Note: Landlords must first obtain approval from the County before issuing a Notice of Temporary Relocation to their tenant(s).

When will tenants receive the relocation assistance payment?

For permanent displacements, landlords must provide tenants with access to the funds in an established escrow account at the time a Notice of Termination is served to the tenant for approved “No-Fault” evictions. Landlords may make direct payments to tenants for approved temporary displacements, which should be done prior to the displacement, unless otherwise agreed upon by the landlord and tenant.

What happens if there is disagreement about the relocation assistance the tenant is eligible for?

Please contact the Department of Consumer & Business Affairs for further assistance.

Questions?

📞 (833) 223-7368

✉️ Rent@dcbalacounty.gov

📍 320 West Temple Street Suite B-96 Los Angeles, California 90012

Attention: Rent Stabilization Program

Disclaimer: This is a brief summary of information related to the LA County Rent Stabilization Ordinance. It is not legal advice. Readers should consult an attorney for advice on how the Ordinance applies in their particular case. Laws and guidelines are frequently amended. DCBA recommends that readers verify information against the current Ordinance in the event that any new changes are not yet reflected in this bulletin.



TEMPORARY EVICTION MORATORIUM - LANDLORD MOVE-IN

DISCLOSURE FORM

Complete and return this form to:

COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
RENT STABILIZATION PROGRAM
320 WEST TEMPLE STREET, ROOM G-10, LOS ANGELES, CA 90012-2706
Email: rent@dcbalacounty.gov

Under the Resolution of the Board of Supervisors extending and amending the Temporary Eviction Moratorium, approved on June 22, 2021, a landlord who bought a single family home on or before June 30, 2021, may move into the home for the landlord's or their eligible family member's* use and occupancy as their main residence. The landlord must provide the County with the name(s) of the eligible individual(s) who will occupy the home and remain there for a minimum of thirty-six (36) consecutive months, no less than sixty (60) days before the final date of the current tenancy. Tenants who are displaced due to the occupancy of a landlord or the landlord's eligible family member(s) are entitled to relocation assistance, including the services of a relocation specialist (see Section III). Eligible Family Members include the landlord's or their spouse/registered domestic partner's - parent, child, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, or other dependent over which the landlord (or their spouse/registered domestic partner) has guardianship.

To complete this form:

- 1. Fill in Subject Property Owner's information (Section I), the Displaced Occupant(s) Information (Section II), Relocation Specialist Information (Section III), Information of Eligible Individual(s) displacing existing occupants (Section IV), and Additional Certifications (Section V).
2. Sign and date Section VI.
3. Submit this completed form to the Department of Consumer and Business Affairs (DCBA) Rent Stabilization Program by mail, in person, or by email at rent@dcbalacounty.gov.

Section I: Subject Property Owner's Information

Form with fields for Name, Daytime Phone #, Alt. Phone #, Mailing Address, City, State, Zip, and Email.



Section II: Displaced Occupant(s) Information

Occupant Name:				
Phone Number:		Email:		
Street Address				Unit
City		State		Zip
Occupant of this Dwelling Unit is:	<input type="checkbox"/> 62 or older	<input type="checkbox"/> Disabled	<input type="checkbox"/> Terminally Ill	<input type="checkbox"/> Low Income

Occupant Name:				
Phone Number:		Email:		
Street Address				Unit
City		State		Zip
Occupant of this Dwelling Unit is:	<input type="checkbox"/> 62 or older	<input type="checkbox"/> Disabled	<input type="checkbox"/> Terminally Ill	<input type="checkbox"/> Low Income

Section III: Relocation Specialist Information

Name:		
Phone Number:		Email:
Mailing Address:		
City		State Zip
Services Provided:	<input type="checkbox"/> Provide tenant(s) assistance in searching for a new unit <input type="checkbox"/> Assist in completing rental applications <input type="checkbox"/> Assist tenant(s) with getting their relocation payment <input type="checkbox"/> Provide tenant(s) with ongoing advisory services to minimize any hardship due to relocation <input type="checkbox"/> Discuss the tenant's housing needs	
<u>Initials</u>	I/We certify that a copy of the executed contract is attached.	
<u>Initials</u>	I/We certify I have provided the following amount in relocation assistance: \$_____.	



Section IV: Eligible Individual(s)

Name(s)	Relationship to the Landlord							Individual is:			
	Spouse	Parent	Domestic Partner	Child	Grandchild	Grandparent	Self	62 or older	Disabled	Terminally Ill	Low Income
<u>Enter Name of Person</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Enter Name of Person</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Enter Name of Person</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Enter Name of Person</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Enter Name of Person</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section V: Certifications

The following conditions must be met in order to proceed with a landlord or landlord family member's move-in during the County's Temporary Eviction Moratorium period. Read and initial before signing below:

Initials

I/We certify that I/We hold the minimum ownership interest of at least 50% as required by Rent Stabilization Ordinance Section [8.52.090 E\(1\)\(b\)](#) to evict for a landlord's occupancy.

Initials

I/We certify that the eligible individual(s) is/are similarly situated to the tenant(s) who is/are being displaced, as required by the Rent Stabilization Ordinance Section [8.52.090 E\(1\)\(d\)](#).

Initials

I/We certify that I/We have hired/obtained a relocation specialist as required by the Rent Stabilization Ordinance Section [8.52.110\(E\)](#). (Copy of executed contract is attached)

Initials

I/We certify that I/We provided the appropriate permanent relocation assistance payment to the displaced tenant(s) as determined by local jurisdiction requirements for landlord move-ins; or if none, then by Chapter 8.52 of the County Code as described by the Temporary Eviction Moratorium. The assistance payment was made by direct payment or through the use of an escrow account.

Initials

I/We certify that the tenant has been, and is able to pay rent, and is not financially impacted by COVID-19, as required by the Temporary Eviction Moratorium.

Initials

I/We certify that the dwelling property is a single-family home that is alienable separate (i.e., separately transferable) from the title to any other dwelling unit, as defined in the Temporary Eviction Moratorium.



Initials

I/We certify that I/We provided the tenant a 60-day written notice and submitted a copy of this notice to DCBA along with [Proof of Service](#), as required by the Temporary Eviction Moratorium.

Initials

I/We certify that no one in the tenant’s household residing in the single-family home and/or the landlord or landlord’s family member who will be moving into the single-family home has been diagnosed with a suspected, or confirmed, case of COVID-19 within fourteen (14) days of the final date of tenancy.

Initials

If a suspected or confirmed case of COVID-19 has been diagnosed, the final date of tenancy has been extended until all parties have been determined to no longer be infectious, as required by the Temporary Eviction Moratorium.

Section VI: Signature

Read the following before signing below:

I/We, _____ (name of Landlord), declare under penalty of perjury, under the laws of the State of California, that the information provided in this Landlord-Occupancy Disclosure, including any attachments, is true and correct to the best of my knowledge and belief.

Landlord’s Name (Print)

Signature

Date



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Housing & Tenant Protections

Notice to Landlord of Inability to Pay Rent due to COVID-19 for Commercial Tenants

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.

Additionally, if you are interested in working out a payment plan, you can contact us for information about our free mediation services.

As a Commercial tenant (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 form completely.
2. Provide a copy of the form 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 _____ .

Certified mail sent to _____ on _____ .

First Class mail sent to _____ on _____ .

Other (specify): _____

on _____ .

You may wish to submit documents to support your claim. Some examples include but are not limited to: bank statements showing the change in your financial situation, a statement of diagnosis of COVID-19, and/or any other documents that verify your financial loss is related to COVID-19.

Note: Commercial tenants with ten (10) or more, but fewer than 100, employees must provide written documentation demonstrating financial hardship, along with notice of inability to pay rent.



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Housing & Tenant Protections

This temporary moratorium does not provide a waiver of rent. It simply provides you with more time to pay any past due rent.

Repayment by Commercial Tenants: Commercial Tenants must adhere to the following repayment schedule at the end of the Moratorium Period (March 4, 2020 to September 30, 2021, as may be extended by the Board):

- A. Commercial Tenants with nine (9) employees or fewer shall have twelve (12) months from the expiration of the Moratorium Period to repay unpaid rent incurred during the Moratorium Period.
- B. Commercial Tenants with ten (10) or more, but fewer than 100, employees, shall have six (6) months from the expiration of the Moratorium Period to repay unpaid rent incurred during the Moratorium Period, in equal installments, unless the commercial Tenant and Landlord agree to an alternate payment arrangement.

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.

Please note: Effective June 1, 2020, Commercial Tenants who have more than 100 employees, are a multinational company or publicly traded company, or have space or property located at airports within the County of Los Angeles are excluded.

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



LOS ANGELES COUNTY

CONSUMER & BUSINESS AFFAIRS

Housing & Tenant Protections

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

From:

Date:

Dear _____,

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 (County) in response to the Coronavirus (COVID-19) pandemic. The temporary moratorium imposes a ban on certain types of evictions, including for a commercial tenant's failure to pay rent incurred during the moratorium period due to financial impacts related to COVID-19. The moratorium period for commercial tenants is March 4, 2020 through September 30, 2021, and may be extended upon review of the Board. The moratorium applies to commercial tenants in unincorporated areas of the County, as well as all incorporated cities within the County as long as a local declaration of emergency remains in place.

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.
- Childcare needs arising from school closures related to COVID-19.
- Other (specify): _____
- I will only be able to pay \$ _____ per month until further notice.
- I have attached supporting documents to support my claim, as indicated on the next page.





LOS ANGELES COUNTY

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I understand that my rent is not being waived and that, as a commercial tenant with 9 or fewer employees, I 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, I 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:

- LA County Board of Supervisors, [Temporary Eviction Moratorium](#), 06/22/2021

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 the change in my financial status
- Other (specify):

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