



# Los Angeles County COVID-19 Tenant Protections for Commercial Tenants



## What is the County's COVID-19 Tenant Protections Resolution?

On September 28, 2021, the Los Angeles County Board of Supervisors ("Board") adopted the Los Angeles County ("County") COVID-19 Tenant Protections Resolution ("COVID-19 Tenant Protections"), which extended certain protections previously in effect under the County's Eviction Moratorium. The COVID-19 Tenant Protections provide affirmative defenses against evictions for residential\* and commercial tenants, including mobilehome space renters, through January 31, 2022, unless repealed or extended by the Board. During the effective dates of the COVID-19 Tenant Protections, commercial tenants may not be evicted for COVID-19 related nonpayment of rent.

## What do the COVID-19 Tenant Protections include for commercial tenants ("Tenants")?

- Prohibits evictions for:
  - Nonpayment of rent due to COVID-19 related financial hardship;
  - Failure to repay unpaid rental debt accrued during the Moratorium under the terms of a payment plan, if the Tenant has nine (9) employees or fewer;
  - Tenants on a holdover or month-to-month lease.
- Prohibits a landlord from applying a payment to any other rental obligation except the current month's rent, unless the tenant agrees otherwise.

## Does this mean Tenants don't need to pay their rent?

No. The County's COVID-19 Tenant Protections are not a cancellation of unpaid rent accrued during the Moratorium or Protections period. Tenants with nine (9) or fewer employees will have up to twelve (12) months following the end of the COVID-19 Tenant Protections to repay any past due payments. Tenants with ten (10) or more, but no more than one hundred (100), employees will have up to six (6) months following the end of the COVID-19 Tenant Protections to pay back any past due rent in equal payments, unless prior arrangements have been made with the landlord.

## What do Tenants need to do to establish protections?

- Tenants are responsible for providing notice to their landlord if they are unable to pay rent due to financial impacts related to the COVID-19 pandemic.
- Landlords must accept a Tenant's self-certification as a valid form of notice from Tenants with nine (9) employees or fewer (See below for documentation requirements for Tenants with more than nine (9) employees).
- Landlords are prohibited from harassing or intimidating Tenants that exercise their rights under the COVID-19 Tenant Protections.
- Landlords must provide a Tenant with nine (9) or fewer employees a copy of their rights under the COVID-19

*\*Note: Please refer to Frequently Asked Questions (FAQ) for residential tenants as this FAQ contains information related to commercial tenants only.*

Tenant Protections within ten (10) days of serving a notice of nonpayment.

- Tenants and landlords are encouraged to work out a payment plan during and after the termination of the protections period.

### **When should a Tenant notify their landlord that they are unable to pay rent?**

Tenants must notify their landlord of their inability to pay rent within seven (7) days after rent is due, unless extenuating circumstances exist. Tenants with nine (9) employees or fewer may self-certify their inability to pay rent to their landlord, either orally or in writing. Tenants with ten (10) or more, but no more than one hundred (100), employees will need to provide written documentation that demonstrates inability to pay rent due to financial hardship related to COVID-19 to their landlord. If they are able to do so, Tenants are encouraged to pay partial rent while the COVID-19 Tenant Protections is in effect.

### **Who do these protections apply to?**

The COVID-19 Tenant Protections apply to commercial tenancies in the unincorporated areas of the County and in all incorporated cities located within the County, except in a city that has adopted an eviction moratorium that provides equal or greater protections to tenants than that of the County's.

***NOTE: These protections do not apply to Tenants that are multi-national, publicly traded, or have more than one hundred (100) employees. As of September 1, 2020, these protections do not apply to Tenants who rent space or property located at airports within the County.***

### **What if my city has its own COVID-19 eviction protections?**

If a city has its own eviction protections, the County's rules may not apply. However, effective on September 1, 2020, the Board established the County's protections as a baseline for all Tenants in the County, with certain exceptions. This means that the provision in the County's COVID-19 Tenant Protections that provides the strongest protection to Tenants will prevail. Please visit [rent.lacounty.gov](http://rent.lacounty.gov) for a list of incorporated cities' COVID-19 eviction protections in the County.

### **What if a landlord violates a condition of the COVID-19 Tenant Protections?**

The County's COVID-19 Tenant Protections may provide an affirmative defense if a Tenant is served with an unlawful detainer (formal eviction action) or is facing other civil actions for failure to pay back rent owed during the moratorium due to financial impacts from COVID-19. Tenants are not required to move unless they are served with a five (5) Day Notice to Vacate from the Sheriff's Department. We recommend tenants reach out to the Department of Consumer & Business Affairs for assistance immediately if they receive any notice from their landlord or the court (contact information below).

### **If you have questions or need assistance, contact us:**

 (800) 593-8222

 [rent@dcbalacounty.gov](mailto:rent@dcbalacounty.gov)

 [RENT.LACOUNTY.GOV](http://RENT.LACOUNTY.GOV)