



COVID-19 Tenant Protections Resolution

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

The County's COVID-19 Tenant Protections Resolution (formerly the LA County Eviction Moratorium), which went into effect March 4, 2020, extends certain protections to residential and commercial Tenants affected by the COVID-19 pandemic in Los Angeles County. On January 25, 2022, the Los Angeles County Board of Supervisors voted to extend the COVID-19 Tenant Protections Resolution through December 31, 2022, unless repealed or further extended by the Board.

Who is covered by the County's COVID-19 Tenant Protections Resolution?

The COVID-19 Tenant Protections Resolution applies to residential tenants, commercial tenants and mobilehome space renters in unincorporated Los Angeles County, as well as cities in the County that do not have a moratorium in place. It also established the County's temporary emergency tenant protections as the baseline for all incorporated cities within the County. This includes incorporated cities that have their own local eviction moratoria, to the extent the city's moratorium does not include the same or greater tenant protections as the County's COVID-19 Tenant Protections Resolution. Please contact your city or call DCBA at 800-593-8222 for more information.

What should I know about the updated COVID-19 Tenant Protections Resolution?

The updated COVID-19 Tenant Protections Resolution includes two phases which incorporate both extensions and lifting of some existing eviction protections, as well as reinstating/adding eviction protections for residential non-payment of rent due to COVID-19 financial hardship, as outlined below:

Phase I (February 1, 2022 – May 31, 2022)

- **Extends** protections for residential tenants and mobilehome space renters extended through May 31, 2022. This includes:
 - Rent increase freeze (including new pass-throughs or related charges) for rent-stabilized units in unincorporated areas of the County
 - Protections against evictions for:
 - No-Fault eviction reasons (except for qualified Owner Move-in);
 - Nuisance;
 - Unauthorized occupants or pets;
 - Denying entry to landlord
 - Anti-harassment and retaliation protections for all residential, mobilehome space renters and commercial tenants
 - Personal guarantee protections for smaller (0-9 employees) commercial tenants
- **Adds (Effective April 1, 2022)** eviction protections for nonpayment of rent, including self-certification to establish affirmative defense, for all residential and mobilehome space renters due to COVID-19 financial hardship for rent incurred on or after April 1, 2022
- **Lifts** non-payment of rent eviction protections for commercial tenants (expires January 31, 2022)

Phase II (June 1, 2022 – Dec. 31, 2022)

- **Extends** protections for residential tenants and mobilehome space renters continued through December 31, 2022:
 - Rent increase freeze (including new pass-throughs or related charges) for rent-stabilized units in unincorporated areas of the County
 - Protections for:
 - No-Fault eviction reasons (except for qualified Owner Move-in);
 - Nuisance;
 - Unauthorized occupants or pets
 - Anti-harassment and retaliation protections for all residential, mobilehome space renters and commercial tenants.
 - Personal guarantee protection for smaller (0-9 employees) commercial tenants
- **Amends (Effective June 1, 2022)** eviction protections for nonpayment of rent, including self-certification to establish affirmative defense, for households with income at or below 80% Area Median Income (AMI) ONLY due to COVID-19 financial hardship for rent incurred on or after April 1, 2022.
- **Lifts** the following protections:
 - ⊖ Protections against eviction for denying entry to landlord, except when the entry constitutes harassment.
 - ⊖ Owner Move-Ins:
 - Removes the purchase date (6/30/2021) requirement; and
 - Requirement that tenants not be financially impacted by COVID-19 for Owner Move-Ins to be allowed

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

No. The County's COVID-19 Tenant Protections Resolution does **not** cancel or stop the rent from being owed, or stop the accumulation of rent that is owed during the protections period. Tenants should pay if they can and are encouraged to work out a payment plan with their landlord during and after the termination of the COVID-19 Tenant Protections Resolution. Even if a Tenant is eligible for protection from eviction under local and state law, a landlord can sue a Tenant to collect any rent that is owed.

What should a Tenant do if they cannot pay rent?

Tenants and Landlords should immediately apply for the CA COVID-19 Rent Relief Program, which helps income-eligible households with both for past due and future rent payments rent and utilities. Tenants are especially urged to apply to the program, as they may be more protected from eviction. Income-eligible applicants may qualify regardless of immigration status and will not be required to show proof of citizenship. Most areas in the County are covered by the State's COVID-19 Rent Relief Program. Visit housingiskey.com to determine which program is right for you and to apply for assistance.

Do residential Tenants have to do anything to be protected against eviction if they are unable to pay rent?

As of February 1, 2022, commercial Tenants are no longer protected from eviction due to nonpayment of rent.

Beginning April 1, 2022 through May 31, 2022 (Phase I), **all** residential tenants and mobilehome space renters are protected under the County's COVID-19 Tenant Protections Resolution for nonpayment of rent due to COVID-19 financial hardship for rent incurred on or after April 1, 2022. Tenants must notify their landlord within seven (7) days of the rent being due, unless extenuating circumstances exist.

Beginning June 1, 2022 (Phase II), the protections for nonpayment of rent due to COVID-19 financial hardship, and self-certification, will apply **ONLY to tenant households with incomes at or below 80% Area Median Income (AMI)**. Tenants may still be protected against eviction for nonpayment before April 1, 2022 under previous State eviction protections if they met repayment requirements and applied for the state's rent relief program. Please visit: <http://www.housing.ca.gov> for more information.

What is the deadline to repay all rent due upon the expiration of the COVID-19 Tenant Protections Resolution?

Residential Tenants will have twelve (12) months following the expiration of the COVID-19 Tenant Protections Resolution to repay past rent due on or after April 1, 2022.

Commercial Tenants will have the following time to repay past due rent from March 2020-January 2021: Twelve (12) months for those with 0-9 employees; Six (6) months for those with 10-100 employees in equal installments.

Can a Landlord evict a Tenant to move into a Property while the COVID-19 Tenant Protections Resolution is in place?

A landlord or a qualifying family member can move into a single-family home, mobilehome space, condominium unit, duplex, or triplex (collectively "units") through Phase I (through May 31, 2022) of the COVID-19 Tenant Protections Resolution if the property was purchased on or before June 30, 2021 and they meet the following criteria:

- The Landlord or Landlords qualifying family member must physically reside at the property for at least thirty-six (36) consecutive months;
- The Tenants of the unit must be current on rent payments and not have been financially impacted by COVID-19;
- The Landlord or Landlords qualifying family member must be similarly situated to the Tenant currently occupying home;
- The Landlord must provide at least sixty (60) days' notice to Tenant;
- The Landlord must pay tenant relocation assistance as required by the County's [Rent Stabilization Ordinance](#) or the incorporated city's applicable ordinance or regulation.

Note: Phase II of the COVID-19 Tenant Protections Resolution (June 1, 2022-December 31, 2022) removes the purchase date (6/30/2021) requirement and the requirement that tenants not be financially impacted by COVID-19, effective June 1, 2022 for Owner Move-Ins. For more information on Owner Move-In requirements, contact the Los Angeles County Department of Consumer and Business Affairs (DCBA) at 800-593-8222.

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

Landlords are prohibited from harassing or intimidating Tenants that exercise their rights under the COVID-19 Tenant Protections Resolution and may be subject to administrative fines and penalties for violating this provision. Tenants, or a representative acting on behalf of the Tenant, may sue a landlord in court for violations of the COVID-19 Tenant Protections. Additionally, the County or State protections, or a combination of these may provide an affirmative defense if a Tenant is served with an unlawful detainer (formal eviction notice) or is facing other civil actions for failure to pay back rent due to financial impacts from COVID-19.

What should a Tenant do if they receive an eviction notice from a Landlord?

It is important to seek legal assistance in responding to any eviction or "Unlawful Detainer" action filed by a Landlord. Tenants that receive an eviction notice should immediately contact Stay Housed LA to see if they qualify for free legal assistance, and for help understanding their rights, responding to notices, short-term rental assistance, and/or access to other resources by visiting www.stayhousedla.org or calling DCBA at 800-593-8222 for more information. Tenants are not required to leave their units unless they are served with a five (5) Day Notice to Vacate from the Sheriff's Department.

Who can Tenants and Landlords contact for more information on the County's COVID-19 Tenant Protections Resolution?

If you have questions or need assistance, please contact DCBA at 800-593-8222 or visit RENT.LACOUNTY.GOV.