



County of Los Angeles
COVID-19 Tenant Protections Resolution

Notice of Commercial Tenant Rights

As a Commercial Tenant¹ with nine (9) employees or fewer in the unincorporated areas of Los Angeles County (County), you are entitled to certain protections under the COVID-19 Tenant Protections Resolution. Landlords are required to provide you with this notice **within 10 days** of serving a Notice of Nonpayment of Rent while the protections are effective, which is currently March 4, 2020 through January 31, 2022, unless further extended or repealed by the Board. The Protections listed below also extend to incorporated cities within the County that have not adopted COVID-19 tenant protections with equal or greater protections for commercial tenants as long as a local declaration of emergency exists.

- The protections serve as an affirmative defense² in any unlawful detainer (formal eviction) action filed by the Landlord in the following situations:
 - If you are facing an eviction action for nonpayment of rent, late charges, interest, or any fees accrued due to a COVID-19 related financial hardship;
 - If you are currently in a month-to-month or holdover tenancy;
- If you fail to pay back any unpaid rent under the terms of a voluntary payment plan, or at the end of the repayment plan. Any term in a payment plan that allows eviction due to failure to comply with its terms is void unenforceable.
- Landlords cannot enforce a Personal Guarantee against you due to rental debt that is the result of financial impacts related to COVID-19 accrued while the protections are in place.³
- Any rent payments must be applied to the current month's rent, unless you provide the landlord with written agreement to apply the rent to any other obligation.
- Landlords must accept a self-certification, which may be oral in writing, of your inability to pay rent due to a COVID-19 related financial hardship within seven (7) days after rent is due.
- You have twelve (12) months from the expiration of the Moratorium Period to repay any unpaid rent.
- Landlords, or those acting on their behalf, may not harass, intimidate, or retaliate against tenants.

¹ These protections do not apply to commercial 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.

² Affirmative defenses are legal defenses that raise new facts or issues not raised in a complaint, and if proven, may defeat or mitigate the legal liability of a defendant's alleged conduct. Affirmative defenses must be plead in a timely matter by a defendant, or else they are considered waived by the defendant's failure to assert them.

³ Moratorium Period: March 4, 2020 through January 31, 2022, unless extended or repealed by the County Board of Supervisors