

Title: REVISED GUIDELINES TO AID IN THE IMPLEMENTATION

OF THE LOS ANGELES COUNTY COVID-19 TENANT

PROTECTIONS

Date Issued: June 3, 2020

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June 23, 2020 July 21, 2020

November 16, 2020 January 5, 2021 February 23, 2021 March 18, 2021 July 1, 2021 July 20, 2021 December 3, 2021 June 10, 2022

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 an order of the Board of Supervisors on May 12, 2020, and pursuant to a resolution of the Board of Supervisors dated June 3, 2020.

2. Purpose

These guidelines are intended to aid in the implementation of the Los Angeles County COVID-19 Tenant Protections 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, June 22, 2021, and September 28, 2021, and January 25, 2022.



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)
- Extension of Executive Order to January 31, 2022, motion dated September 28, 2021

- (https://file.lacounty.gov/SDSInter/bos/supdocs/162124.pdf)
- Resolution of the Board of Supervisors Amending and Restating Executive Order, motion dated September 28, 2021 (https://file.lacounty.gov/SDSInter/bos/supdocs/162124.pdf)
- Extension of Executive Order to December 31, 2022, motion dated January 25, 2022 (http://file.lacounty.gov/SDSInter/bos/supdocs/165606.pdf)
- Resolution of the Board of Supervisors Amending and Restating Executive Order, motion dated January 25, 2022 (http://file.lacounty.gov/SDSInter/bos/supdocs/165606.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.
- 4.4 "Assembly Bill (AB) 2179" means AB 2179, as approved by the California Legislature and Acting Governor on March 31, 2022.
- <u>4.5</u>4.4 "Board of Supervisors" means the Los Angeles County Board of Supervisors.
- 4.64.5 "Condominium" means a property used for residential purposes that is divided into several units that are each separately owned, where there is no interior connection between the units, surrounded by common areas that are jointly owned.
- <u>4.7</u>4.6 "County" means the County of Los Angeles.
- 4.84.7 "Covid-19 Related Rental Debt" shall have the same meaning as in Section 1179.02 of the Civil Code.
- <u>4.9</u>4.8 "Department" means the Los Angeles County Department of Consumer and Business Affairs.
- 4.104.9 "Duplex" means a multi-family home that has two units on the same property under the same legal title where each unit has a separate entrance, and there is no interior connection between the units.

- 4.114.10 "Director" means the Director of the Los Angeles County Department of Consumer and Business Affairs.
- 4.124.11 "Employee" shall have the same definition as in the California Labor Code.
- 4.134.12 "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.
- 4.14 <u>"Extension Protections Period" means the time period commencing February 1, 2022, through December 31, 2022, unless further extended or repealed by the Board of Supervisors.</u>
- 4.15 "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.
- 4.164.14 "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.
- 4.174.15 "Landlord" means an owner of residential real property for residential and/or commercial rental purposes ("rental unit" or "unit"), owner of a residential rental unit, owner of a mobilehome park, or owner of a mobilehome park space, or an owner of commercial real property.
- 4.16"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.
- 4.184.17 "Mobilehome" means a large trailer or transportable prefabricated structure situated in one location and used as a permanent living accommodation.
- 4.194.18 "Mobilehome space" means the site within a mobilehome park intended, designed, or used for the location or accommodation of a Mobilehome and any accessory structures or appurtenances attached, whether or not the Mobilehome Space is permitted pursuant to State or local law.
- 4.204.19 "Multifamily home" means a property used for residential purposes that contains more than one separate residential unit, where each unit has a separate entrance, and there is no interior connection between the units.
- 4.214.20 "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.
- 4.224.21 "Personal Guarantee" means, with respect to a commercial lease for a commercial tenant who has nine (9) employees or fewer, a term that provides for an individual who is not the Tenant to become in a commercial lease in which a third party agreed to be wholly or partially liable for the rent, charges, or other sums required to be paid ewed 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 Guarantee if it were included within the terms of the underlying commercial lease. This applies to any such third party that is a natural person rather than a business entity.
- <u>4.234.22</u> "Protected Time Period" means <u>either of the following time periods:</u>
 - 1. 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 due to Financial Impacts related to COVID-19; or
 - 2. March 4, 2020 through January 31, 2022, during which a commercial Tenant was unable to pay rent due to Financial Impacts related to COVID-19.

- 4.244.23 "Protections" (formerly known as the "Moratorium") means the Los Angeles County COVID-19 Tenant Protections for residential and commercial tenants, established by the County pursuant to an executive order of the Chair of the Board of Supervisors., dated September 28, 2021, which was previously known as the Los Angeles County Eviction Moratorium, effective from March 4, 2020 through September 30, 2021.
- 4.254.24 "Protections Period" (formerly known as the "Moratorium Period") means the time period of March 4, 2020, through <u>December 31, 2022, unless further extended or repealed by the Board of Supervisors.</u> January 31, 2022.
- 4.264.25 "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.
- <u>4.27</u>4.26 "Residential Tenant" means a residential tenant or a mobilehome space renter.
- 4.284.27 "Senate Bill ("SB") 91" means SB 91, as approved by the California Legislature and Governor on January 29, 2021.
- 4.294.28 "Single-Family Home" means a stand-alone, detached residential unit separate from any other residential dwelling unit or structure. 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.
- 4.304.29 "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.
- 4.314.30 "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 <u>subdivision (c) of Section 1162</u> of the Civil Code,

- including but not limited to, a commercial tenant using a property as a storage facility for commercial purposes.
- 4.324.31 "Transition Protection Period" means the time period from October 1, 2020, through September 30, 2021.
- 4.334.32 "Triplex" means a multi-family home that has three units on the same property under the same legal title where each unit has a separate entrance, and there is no interior connection between the units.

5. Applicability of Protections

5.1. Application

- A. The Protections are effective as of March 4, 2020 and shall continue in full force and effect, <u>subject to the limitations set forth in the Resolution, as described in these Guidelines</u>, through <u>December 31, 2022</u>, <u>January 31, 2022</u>, unless further extended or repealed by the Board of Supervisors.
- B. These Protections apply to nonpayment eviction notices, no-fault eviction notices, rent increase notices, 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.

5.2. Jurisdiction

- A. Unincorporated County: The Protections apply to the unincorporated areas of the County.
- B. Incorporated Cities within the County: As of September 1, 2020, these Protections apply 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 these Protections:
 - 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. During the Transition Protection Period, residential eviction <u>protections</u> related to nonpayment of rent due to COVID-19 related financial hardship shall not be covered by these Protections, per requirements set forth in AB 3088, SB 91, AB 81, and AB 832, and AB 2179 (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 Protections before March 4, 2020, but whose notice period had not fully run before March 4, 2020, is effectively tolled during the Protections Period. Any notice of termination served to a Tenant subject to the Protections on or after March 4, 2020, and during the Protections Period is rendered null and void.

B. Residential Tenants Facing Eviction related to unpaid COVID-19 Rental Debt during the Transition Protection Period:

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 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 the Protected Time Period these Protections:

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

- Effective June 22, 2021 through December 31, 2022, a Landlord is required to provide notice to commercial Tenants with nine (9) or fewer employees of their rights under these Protections within ten (10) days of serving an initial 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 these Protections have ended.

Subject to the limitations set forth in the Resolution, as described in these Guidelines, where a Residential lease term ends while these Protections remain in effect, the lease term shall be extended until the Protections end. Remaining in a rental unit beyond the lease term during the Protections Period shall not be grounds for eviction.

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 Protections:
 - 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. Commercial Tenants:

Commercial Tenants who are unable to pay rent incurred during the <u>Protected Time Protections</u> Period are protected from eviction under these Protections so long as the reason for nonpayment is Financial Impacts Related to COVID-19. Effective June 22, 2021 a Landlord is:

- Precluded from enforcing a personal guarantee(s) on commercial rental debt accrued during the <u>Protected Time Protections</u> Period by commercial Tenants with nine (9) employees or fewer <u>during the</u> <u>applicable repayment period as stated in Section 8.3 of these</u> <u>guidelines</u>; and
- 2. Precluded from evicting a commercial Tenant whose tenancy is currently a holdover or month-to-month through the duration of the Protected Time Period.
- 3. There shall be no further eviction protections for commercial Tenants after January 31, 2022.

C. Residential Tenants:

- 1. Protected Time Period. Residential Tenants who were unable to pay rent incurred during the Protected Time Period are protected from eviction under these Protections 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.
- 2. Transition Protection Period. 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 these Protections, 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.

3. Extension Protections Period.

- i. Effective July 1, 2022, through the end of the Extension Protections Period, a Residential Tenant whose household income is at 80 percent Area Median Income or below, as defined in the California Department of Housing and Community Development (HCD) income limits for 2021, and who is unable to pay rent incurred from July 1, 2022 through the end of the Extension Protections Period is protected from eviction under these Protections, so long as the reason for nonpayment was Financial Impacts Related To COVID-19, and the Residential Tenant has provided monthly notice to the Landlord to this effect and self-certified their income level and financial hardship within the timeframe specified in Section 6.1 A 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 and/or Landlord's family member may, in good faith, displace a Residential Tenant(s) and their household in order to move into up to two of the following as defined in

Section 4.22 of these guidelines: a single-family home, a mobilehome space, condominium unit, two units within a duplex, and/or two units within a triplex (collectively, "Units") for use by the Landlord and/or Landlord's family member as the Landlord or Landlord's family member's principal residence for at least thirty-six (36) consecutive months, 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. This provision shall expire on May 31, 2022;
- B. Landlord purchased the Units on or before June 30, 2021. <u>This provision shall expire on May 31, 2022</u>;
- C. Landlord or Landlord's Family Member must first seek to occupy a vacant Unit(s) if there are three (3) or more Units on the rental property. If no such vacant Unit(s) is available, then Landlord or Landlord's Family Member may displace the most recently occupied Unit(s) so that the Landlord or the Landlord's Family Member may move into the Unit(s);
- D. Landlord Move-In Unit Limitation. A Landlord with at least fifty percent (50%), but less than one hundred percent (100%), ownership interest in a duplex or triplex may occupy only one Unit within that duplex or triplex, and a Landlord with one hundred percent (100%) ownership interest in a duplex or triplex may occupy up to two (2) Units in that duplex or triplex, for use as the Landlord's and/or the Landlord's Family Member's primary residence(s). Landlord and/or Landlord's Family Member may use and occupy up to two (2) Units in total as the Landlord's and/or Landlord's Family Member's primary residence(s), regardless of the types of Units they are;
- E. Landlord may only terminate a tenancy if the Landlord or Landlord's Family Member who will reside in the Unit(s) 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 Unit(s) 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 Unit(s) 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 Unit(s) 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 Unit(s) must also be a low-income household.
- F. Landlord provides Residential Tenant with at least sixty (60) days' written notice that the Landlord or Landlord's Family Member will be occupying the Unit(s) as their principal residence, thus requiring the Residential Tenant to vacate the Unit(s) 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 Unit(s) and/or anyone in the Landlord's or Landlord's Family Member's household who will be moving into the Unit(s) 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 Unit(s) within sixty (60) days of Residential Tenant vacating the Unit(s) and living in the home as their principal residence for at least thirty-six (36) consecutive months:
- G. 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 Unit(s) are located, even if no relocation assistance is offered for terminations of tenancy of such unit(s). 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");

- H. 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 Unit(s) 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 Unit(s) and to obtain written verification of residency; and
- I. Landlord is in compliance with all requirements of Chapter 8.52 of the County Code for such units located in unincorporated County.
- J. For purposes of this section, "Landlord" means a natural person who is the owner of a <u>Unit single-family home</u>, mobilehome space, condominium unit, duplex, and/or triplex as defined in Section 4.22 of these Guidelines and who possesses legal title to at least fifty percent (50%) of the single-family home, mobilehome space, condominium unit, duplex, and/or triplex Unit.
- 6.4 Nuisance or Unauthorized Occupants or Pets. A Residential Tenant shall not be evicted for nuisance or for maintaining an unauthorized occupant or pet on the premises, 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 Residential 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 <u>Residential Tenant</u> denied entry by the Landlord into the Unit. <u>This provision shall expire on May 31, 2022, except where a Landlord's attempts to enter the Unit constitute harassment. This includes Landlord, and those acting on their behalf or direction.</u>
 - A. The following circumstances permit entry into the premises:
 - 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; or,
 - 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.
- 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 <u>Sections</u> 6.1 through 6.5, above, or any other provision of these Protections, these Protections 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 Time 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:

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

- C. Residential Tenants during the Extension Protections Period.
 - 1. Effective July 1, 2022, a Residential Tenant whose household incomes is at 80 percent Area Median Income or below self-certifies their income level and financial hardship within the timeframe specified in Section 6.1 of these guidelines.
- —C.<u>D.</u> Commercial Tenants <u>during through</u> the <u>Protected Time Period duration</u> of these Protections:
 - 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 Protections Period 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 Tenants:
 - 1. Protected Time 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:

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 during the Protected Time 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.

6.9 Affirmative Defense:

A. Effective March 4, 2020, any Tenant protection provided under these Protections 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 these Protections.

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 Protections End

8.1. The Protections do not cancel a Tenant's obligations to pay rent. Tenants are responsible for repaying rent which comes due and is unpaid during the Protections Period, 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 Protections Period as soon as they are financially able to do so. Landlords may accept partial repayment of rent which comes due during the Protections Period 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: Residential Tenants will have to comply with the provisions set forth in the State's Eviction Protections for unpaid rent that came due during this time period.

C. Extension Protections Period:

A Residential Tenant whose household income is at 80 percent Area Median Income and was unable to pay rent incurred from July 1, 2022 through the end of the Protections Period shall have up to twelve (12) months thereafter to repay such rental debt, unless extended further by the Board of Supervisors.

8.3 Commercial Tenants

A. Commercial Tenants with nine (9) Employees or fewer shall have <u>until</u> <u>January 31, 2023 twelve (12) months following the end of the Protections</u> to

- repay their Landlords for rent and related charges which came due but were unpaid during the <u>Protected Time Period Protections</u> Period. Tenants are not required to pay rent or charges due immediately upon expiration of the <u>Protected Time Period Protections</u>, 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 no more than one hundred (100), Employees shall have <u>until July 31, 2022 six (6) months following the expiration of the Protections</u> to pay rent and related charges which came due but were unpaid during the <u>Protected Time Protections</u> Period. 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 <u>Protected Time Protections</u> Period 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 by a Residential Tenant during the Protections Period, or by a commercial Tenant during the Protected Time Period, provided Tenants repay the rent within the time provided by the Protections, as set forth in these Guidelines. Per the requirements set forth in the State's Eviction Protections, this provision will not apply to Residential Tenancies covered under these Protections from October 1, 2020 through September 30, 2021.
- 8.5 Tenants and Landlords are encouraged to agree on a payment plan during this Protections 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 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. 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 Tenant in any unlawful detainer or civil 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 Tenant specifies, unless the Tenant has agreed in writing to allow the payment to be

otherwise applied. This shall be an affirmative defense for a Tenant in any unlawful detainer or civil 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 <u>tenant protections and</u> rent stabilization or mobilehome rent stabilization ordinances <u>set forth in</u> Los Angeles County Code Chapters 8.52 and 8.57, a Landlord shall not attempt to increase the amount of rent while the Protections remain in effect, and any notices of rent increase served during the Protections Period shall be void and of no force or effect. The time period stated in any notice of rent increase served before the Protections is effectively tolled until the end of the Protections Period. 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 Protections Period. Landlords may not charge interest or late fees on unpaid rent or other amounts otherwise owed, during the Protections Period and are prohibited from retroactively imposing or collecting any such amounts following the termination or expiration of the Protections.

10. Prohibition on Harassment and Retaliation

Landlords, and those acting on their behalf, are prohibited from harassing, intimidating, or retaliating against Tenants for acts or omissions by Tenants permitted under the Protections, and such acts by Landlord or Landlord's agent will be deemed to be violations of the Retaliatory Eviction and Harassment provisions protections as set forth in the Protections and County Code Sections 8.52.130 and 8.57.100 and as expanded by these Protections.

11. Violations of the Protections

Violations of the Protections 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 Protections, 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 Protections, 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 the Protections Period, 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 Protections 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 Protections. Any provision of an agreement that would violate the Protections 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 Protections. 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 800-593-8222 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.



COVID-19 TENANT PROTECTIONS RESOLUTION 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@dcba.lacounty.gov Fax: (213)625-2031

The COVID-19 Tenant Protections Resolution allows a landlord who purchased a single-family home, mobilehome space, condominium unit, duplex, and/or a triplex (collectively, "units") to evict a tenant(s) for the landlord's or the landlord's eligible family member's* use and occupancy. Landlords are required to provide the County with the name(s) of the eligible individual(s) who will occupy the unit. Additionally, the landlord and/or their eligible family member must move into the unit within sixty (60) days of the tenant vacating the unit and use it as their principal residence for a minimum of thirty-six (36) consecutive months. 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 4).

* Eligible family members include: the landlord's or landlord's 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.

Instructions:

- 1. Complete sections 1 through 5.
- 2. Sign and date (section 6).
- 3. Submit the completed form to the Department of Consumer and Business Affairs (DCBA) Rent Stabilization Program via mail, in-person, or email to rent@dcba.lacounty.gov.

Section 1: Landlord Information

Name:		
Daytime Phone #:	Alt. Phone #:	
Mailing Address:		
City	State	Zip
Email:	•	,

Please check here if there are additional landlord(s) and add attachment with landlord's information.







Section 2: Displaced Tenant(s) Information

Tenant Name:													
Phone Number	:				Emai	l:							
Street Address										l	Jnit		
City					State	!				Zip			
Tenant is:	☐ 62 or	older		Disab	led		□ Ter	minally	y III	□ Lo	ow Inco	me	
Tenant Name:													
Phone Number	:				Em	ail:							
Street Address											Unit		
City					Sta	te				Z	ip		
Tenant is:	☐ 62 or	older		Disab	oled		□те	erminal	ly III		Low Inc	ome	
☐ Please check here if additional tenants are displaced and add attachments with tenant(s) information as needed Section 3: Eligible Family Member(s) Displacing Existing Tenant(s)													
<u>Name(s)</u>		<u>!</u>		lations rd's Sr	•					<u>Ind</u>	<u>ividual</u>	is:	
				Donnesti;			Grane Marent	achild	Ann Chick	St of older		Through	
	_												







Section 4: Relocation Specialist Information

Please provide information regarding the relocation specialist and services provided. Please attach a copy of the executed contract with the relocation specialist.

Phone Number: Email:						
Mailing Address:						
City		State	Zip			
Relocation Specialist Servic Provided: (check all that app	By Assist tenant(s) in completing renta □ Assist tenant(s) with getting their results □ Provide tenant(s) with ongoing advisory	□ Assist tenant(s) with searching for a new unit □ Assist tenant(s) in completing rental applications □ Assist tenant(s) with getting their relocation payment □ Provide tenant(s) with ongoing advisory services to minimize any hardship due to relocation □ Discuss the tenant's housing needs				
The following co	Certifications Inditions must be met in order to proce Try COVID-19 Tenant Protections Resolutions		•			
	dwelling property is a: ingle-family home, \square a mobilehome s	pace, □ condominium unit	t, \square a duplex, or \square a triplex.			
<u>Prot</u>	e hold the minimum ownership interest sections Resolution of at least: 0% ownership to occupy 1 unit <u>OR</u> □		· ·			
requ	eligible individual(s) is/are similarly sit uired by the Rent Stabilization and Ten County code.					
tena <u>8.52</u>	e will provided the appropriate perman int(s), as determined by local jurisdiction of the County code if no local jurisdic irect payment or through the use of	on landlord move-in require tion requirements exist, in	ements or under <u>Chapter</u>			



Name:





I/We certify that a copy of the executed contract with the relocation specialist is attached.

No one in the tenant's household residing in the unit or in the Landlord's or landlord's family member household moving into the unit has been diagnosed with a suspected, or confirmed, case of COVID-19 within fourteen (14) days of the final date of tenancy.

I/We agree that if a suspected or confirmed case of COVID-19 has been diagnosed, the final date of tenancy will be extended until all parties have been determined to no longer be infectious, as required by the COVID-19 Tenant Protections Resolution.

The landlord, and/or landlord's family member who will principally reside in the unit(s), will move into the unit(s) within 60 days of the tenant vacating the unit(s) and live there for a minimum of thirty-six (36) consecutive months.

FOR TRIPLEX PROPERTIES ONLY: If this property is a triplex: I/We certify that no vacant unit exists on this property.

Section 6: Signature

Read the following before sig	ining below:
·	(name of landlord), declare under penalty of perjury, under the nat the information provided in this Landlord-Occupancy Disclosure, including rrect to the best of my knowledge and belief.
Landlord's Name (Print)	
Signature	





Los Angeles County Relocation Assistance FAQs

What is relocation assistance? Who qualifies?

Relocation assistance is a benefit by which a landlord may be required to provide tenants who are being permanently displaced from their units due to no fault of their own. 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.

Tenants who live in units subject to the County's Rent Stabilization and Tenant Protections Ordinance (<u>Chapter 8.52</u> of the County code) and who are being evicted for a "no-fault" reason are entitled to relocation assistance. Tenants covered under the <u>COVID-19 Tenant Protections Resolution</u> who are being displaced due to a landlord or landlord's family move-in are also entitled to relocation assistance.

What does it mean to be permanently displaced?

- A tenant is **permanently displaced** if they are evicted for a <u>no-fault reason</u> such as:
 - A landlord or the landlord's eligible family member wishes to move into the Unit and use
 it as their principal place of residence;
 - Withdrawal of the unit from the rental market (Ellis Act); or
 - Compliance with a government or court order.

How much relocation assistance are permanently displaced tenants entitled to receive?

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 unit is located. If no relocation assistance requirements are offered by the local jurisdiction for such evictions, landlords shall pay the tenant relocation assistance as set forth in Section 8.52.110 of the County code. Displaced tenants are eligible for the following relocation assistance amounts, per tenant household:

LA County Permanent Relocation Assistance Amounts						
TYPE	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	

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 <u>California Health and Safety Code Section</u> 50079.5.







When should a tenant expect to 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.

Need Assistance or Have Questions?

Please contact the Department of Consumer & Business Affairs at:

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(800) 593-8222

<u>@</u>

Rent@dcba.lacounty.gov

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320 West Temple Street Room G-10 Los Angeles, California 90012

Attention: Rent Stabilization Program

Disclaimer: This is a brief summary of information related to the LA County Rent Stabilization and Tenant Protections 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.







PROOF OF SERVICE

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@dcba.lacounty.gov

This form must accompany any application or notices submitted to the Department of Consumer and Business Affairs (DCBA) Rent Stabilization Program. Please complete the form and attach any supporting documents. Service must be completed within the timeframe indicated by Los Angeles County Code Chapters <u>8.52</u> and <u>8.57</u>.

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.

Section 1: Type of De	<u>Scument Served</u>
Document(s) served:	☐ Application for Rent Adjustment ☐ Notice of Termination of Tenancy ☐ Buyout Agreement ☐ Other:
Section 2: Server's II	nformation (Select ONE)
☐ Landlord ☐ Landlord	d's Agent
Name:	
Telephone Number:	
Address:	Email:
	Service (Select either by Mail or in Person) Certified Mail
Date mailed:	Tracking number # (if applicable):
Mailing address:	
Person Served:	
Copy of return receipt a	attached (if applicable): ☐ Yes ☐ No
	□ Personal Service □ Substitute Service
Person Served:	
Date and Time of Servi	
Address (if different f	rom







Section 4: Affected Parties

List the names of each recipient that is the application and/or notice selected	•	his form and has	received a copy of
Section V: Disclosure and Signatur	<u>'e</u>		
Landlord:			
I,(laws of the State of California that a copy provided to all tenants/mobilehome owne	of above-mer	ntioned document(s	
Landlord's Agent:			
I,(laws of the State of California that a copy provided to all tenants/mobilehome owne	of above-mer	ntioned document(s	s) has/have been
Print Name	Da	te	
Signature	_		



