



COVID-19 Tenant Protections Resolution

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

The County's COVID-19 Tenant Protections Resolution (formerly the LA County Eviction Moratorium), which went into effect March 4, 2020, provides certain protections to residential tenants, commercial tenants and mobilehome space renters affected by the COVID-19 pandemic in Los Angeles County through December 31, 2022. On November 15, 2022, the Board of Supervisors voted to clarify current protections under the Resolution and extend certain protections beyond December 31, 2022.

Who is covered by the Resolution?

The 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 Resolution. Please contact your city or call the Department of Consumer & Business Affairs (DCBA) for more information.

Does this mean landlords can't evict tenants right now?

No. It is important to understand that the Resolution does NOT prevent an unlawful detainer (eviction) from being filed, but it does provide tenants with an affirmative defense against an unlawful detainer (eviction) action. Tenants and mobilehome space renters are encouraged to act quickly if they receive any written notices or court orders from their landlord.

What protections are included in the Resolution?

The updated Resolution includes two phases which incorporate both extensions and lifting of some existing eviction protections as outlined below:

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

- Current 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
- **Lifts** non-payment of rent eviction protections for **commercial tenants** (expired January 31, 2022)

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

- The following protections for residential tenants and mobilehome space renters were extended 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 against evictions 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
- **Adds (Effective July 1, 2022)** eviction protections for nonpayment of rent due for tenants who have self-certified to establish an affirmative defense, and have experienced one or both of the following:
 - "Substantial loss" of household income which is a loss of at least 10% of a tenant's monthly household income (as may be evidenced by pay stubs, letters from employers, etc.)
 - "Increased costs" in food, fuel, child-care, and/or unreimbursed medical expenses in an amount greater than 7.5% of a tenant's monthly household income.
- **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

What protections are being extended beyond December 31, 2022?

While most tenant protections under the Resolution will be expiring, the following protections will be extended beyond December 31, 2022:

- Anti-harassment and retaliation protections for all residential, mobilehome space renters and commercial tenants during the Resolution's protected periods;
- No-fault eviction protections as a baseline within Los Angeles County for tenants who utilized the County's non-payment of rent protections from July 1, 2022 through December 31, 2022 and are still within the 12-month repayment period.

What should tenants do if they are unable to pay rent through December 31, 2022?

Residential tenants and mobilehome space renters may be protected against eviction for non-payment between July 1, 2022 and December 31, 2022. Qualifying tenants and mobilehome space renters must fulfill the requirements under the Resolution by self-certifying to their landlord within seven (7) days of the rent being due, unless extenuating circumstances exist. Tenants may use the "Notice of Inability to Pay Rent due to COVID-19" template which can be found on DCBA's website at <https://dcba.lacounty.gov/noevictions/>

The Resolution does **NOT** cancel or stop the rent from being owed or stop the accumulation of rent that is owed during landlord during and after the termination of the Resolution. Tenants who fulfill the requirements under the Resolution may have an affirmative defense to an unlawful detainer (eviction) action.

Eviction protections for nonpayment of rent for commercial tenants expired January 31, 2022.

How long do tenants have to repay past due rent owed?

Residential tenants and mobilehome space renters will have twelve (12) months to repay past due rent owed following the expiration of the protected period. The repayment period starts from the date of the tenant's last missed payment during the protected period from July 1, 2022 through December 31, 2022. For example, if a tenant is unable to pay rent due to a substantial loss of income and/or increased household costs from July 2022 through September 2022, they will have 12 months beginning October 2022 to repay past due rent.

Beginning February 1, 2022, commercial tenants have the following time to repay any past due rent from March 2020-January 2022: Twelve (12) months for those with 0-9 employees; Six (6) months in equal installments for those with 10-100 employees.

Can a landlord evict a tenant to move into a property while the 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”) that meet the following criteria:

- Landlord or landlord’s qualifying family member must physically reside in the unit for at least thirty-six (36) consecutive months; and
- Landlord or landlord’s qualifying family member must be similarly situated to the tenant currently occupying the unit; and
- Landlord must provide at least sixty (60) days’ notice to tenant in writing; and
- Landlord must pay tenant relocation assistance as required by the County’s [Rent Stabilization Ordinances](#) or the incorporated city’s applicable ordinance or regulation.

For more information on Owner Move-In requirements, please contact DCBA.

What if a landlord violates the Resolution?

Landlords are prohibited from harassing or intimidating tenants who exercise their rights under the Resolution and may be subject to administrative fines and penalties for violating this provision. A tenant, or a representative acting on behalf of a tenant, may sue a landlord in court for violations of the Resolution. 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 (eviction) or is facing other civil actions for failure to pay back rent due to financial impacts from COVID-19.

A landlord may not be criminally or civilly liable for pursuing and filing an unlawful detainer action if there is a reasonable belief that (i) a tenant’s self-certification is fraudulent; or (ii) that the tenant cannot prove a substantial loss of income and/or increased household costs as an affirmative defense provided by the Resolution.

What should tenants do if they receive an eviction notice from a landlord?

It is important to seek legal assistance in responding to any eviction notice 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 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.

Still have questions?

If you have additional questions or need assistance, please contact DCBA at 800-593-8222 or visit rent.lacounty.gov.