



## 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 March 31, 2023.

### 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.

### What protections are currently in place?

The following emergency tenant protections are currently in place through **March 31, 2023**:

For Residential Tenants, including Mobilehome Space Renters:

- Rent increase freeze (including new pass-throughs or related charges) for rent-stabilized units in unincorporated areas of the County;
- Anti-harassment and retaliation protections; and
- Protections against evictions for:
  - Non-payment of rent due between July 1, 2022 and March 31, 2023 due to a COVID-19 financial hardship, only for tenant households with income at or below 80% of the Area Median Income (AMI);
  - No-Fault eviction reasons (except for qualified Owner Move-in);
  - Nuisance; and
  - Unauthorized occupants or pets who began residing in the unit between March 1, 2020 and January 20, 2023

**NOTE:** Commercial tenants are no longer protected by the Resolution as of February 1, 2023.

### What protections are being extended beyond March 31, 2023?

For residential tenants and mobilehome space renters who utilized the County's **non-payment of rent protections** between July 1, 2022 and March 31, 2023:

- Protections against eviction for **No-Fault evictions reasons**, except for qualified Owner Move-in.
- **Anti-harassment and retaliation protections** during the Resolution's protection periods.
- Starting **April 1, 2023**, landlords are required to serve tenants a written 30-Day Notice prior to filing an eviction based on nonpayment of rent accrued between July 1, 2022 and March 31, 2023.

For residential tenants and mobilehome space renters with **unauthorized occupants or pets** due to COVID-19 who began residing in the unit **between March 1, 2020 and January 20, 2023**:

- **Anti-harassment and retaliation protections** during the Resolution's protection periods.
- Starting **April 1, 2023**, landlords are required to serve tenants with a written 30-Day Notice prior to filing an eviction based for the presence of unauthorized occupants or pets.

### What should tenants/space renters do if they are unable to pay rent through March 31, 2023?

If qualifying tenants and mobilehome space renters are unable to pay, they must notify 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/>.

### Who qualifies for nonpayment of rent protections?

Residential tenants and mobilehome space renters with household incomes at or below 80% of the Area Median Income (AMI) are protected for nonpayment of rent due to a COVID-19 financial hardship for rent owed between July 1, 2022 and March 31, 2023.

In addition to the AMI threshold, tenants and space renters must have experienced a substantial loss of monthly household income of at least 10% and/or have increased unreimbursed monthly household costs of more than 7.5% to be protected. Tenants who fulfill the requirements under the Resolution may have an affirmative defense to an unlawful detainer (eviction) action.

### How long do tenants/space renters have to repay past due rent owed?

Residential tenants (including mobilehome space renters) will have up to twelve (12) months to repay past due rent owed.

The County's Resolution does not cancel or stop rent from being owed or stop the accumulation of back-rent owed during the protected period. Tenants should pay their rent if they are able and are encouraged to work out a repayment plan with their landlord.

Reach out to us at 800-593-8222 or visit Stay Housed LA if you receive a written notice from your landlord to see if you qualify for free legal assistance, short-term rental assistance, and for help understanding your rights, and/or access to other resources.

### **Does this mean landlords can't evict tenants/space renters 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 and space renters with an affirmative defense against an unlawful detainer (eviction) action. Tenants and space renters are encouraged to act quickly if they receive any written notices or court orders from their landlord.

### **Can a landlord evict a tenant/space renter to move into a property while the Resolution is in place?**

A landlord or a qualifying family member can evict a tenant to 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 Landlord Move-In requirements, please contact DCBA.

### **What should tenants/space renters 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 or space renters 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](http://www.stayhousedla.org) or calling DCBA at 800-593-8222 for more information. Tenants and space renters are **not** required to leave their units unless they are served with a five (5) Day Notice to Vacate from the Sheriff's Department.

The County protections may provide an affirmative defense if a tenant is served with an "Unlawful Detainer" (eviction) or is facing other civil actions for unpaid rent accrued during the protected period due to COVID-19 related financial impact.

### **What if a landlord violates the Resolution?**

Landlords are prohibited from harassing or intimidating tenants and space renters who exercise their rights under the Resolution and may be subject to administrative fines and penalties for violating this provision. A tenant, space renter, or a representative acting on their behalf, 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 or space renter 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.

### **Still have questions?**

If you have additional questions or need assistance, please contact DCBA at 800-593-8222 or visit [rent.lacounty.gov](http://rent.lacounty.gov).