



COVID-19 Eviction Protections Fact Sheet

THE CITY OF LOS ANGELES EVICTION PROTECTIONS APPLY TO ALL RENTAL UNITS IN THE CITY OF LOS ANGELES.

THE RENT INCREASE FREEZE APPLIES ONLY TO RENTAL UNITS SUBJECT TO THE CITY'S RENT STABILIZATION ORDINANCE (RSO).

TO FIND OUT IF YOUR UNIT IS SUBJECT TO THE RSO: TEXT "RSO" TO (855) 880-7368.

SUMMARY OF RESIDENTIAL TENANT PROTECTIONS

NON-PAYMENT OF RENT DUE TO COVID-19 - Beginning March 4, 2020, through the end of the local emergency, no owner can evict a residential tenant for nonpayment of rent if the tenant is unable to pay rent because of circumstances related to the COVID-19, such as:

- Loss of income due to workplace closure or reduced hours due to COVID-19.
- Loss of income or increased child care expenditures due to school closures.
- Health care expenditures related to being ill with COVID-19 or caring for a household member who is ill with COVID-19.
- Loss of income relating to reasonable expenditures stemming from government ordered emergency measures.

The L.A. City Ordinance does not require tenants to provide their landlord notice or documentation if unable to pay rent due to COVID-19, but it is strongly recommended that tenants keep documentation in the event of a court action. However, the Governor's Order indicates a tenant must notify their landlord in writing before rent is due or within 7 days after the rent due date.

THE CITY ORDINANCE DOES NOT RELIEVE TENANTS OF THE OBLIGATION TO PAY RENT. TENANTS HAVE UP TO 12 MONTHS FROM THE EXPIRATION OF THE LOCAL EMERGENCY TO PAY BACK RENTS. A LANDLORD AND TENANT MAY (BUT ARE NOT REQUIRED TO) AGREE TO A REPAYMENT PLAN FOR UNPAID RENT. LANDLORDS MAY NOT CHARGE INTEREST OR A LATE FEE ON THE RENT.

EVICTION PROTECTIONS - A tenant may not be evicted for a "No-fault" reason during the local emergency period (for example, for owner move-in or to install a resident manager). Additionally, tenants may not be evicted for having unauthorized occupants, pets or nuisance as a result of circumstances related to COVID-19. Tenancies may not be terminated in order to demolish, convert or withdraw a residential rental unit from the rental housing market under the Ellis Act until 60 days after the expiration of the declaration of emergency.

NO RENT INCREASES FOR PROPERTIES SUBJECT TO THE RSO - As of **March 30, 2020**, rent increases are prohibited for properties subject to the RSO until 60 days after the local emergency expires. From March 30, 2020, through the end of the local emergency period, landlords may not issue **new** notices to collect SCEP, RSO or cost recovery pass-through (e.g., capital improvement) charges. Landlords may issue a notice of a legal rent increase, but cannot collect the additional rent until 60-days after the expiration of the emergency period.

ASSISTANCE FOR TENANTS - Tenants may seek information and assistance from the Los Angeles + Housing Community Investment Department (HCIDLA) by calling 866-557-RENT or 866-557-7368, Monday - Friday, between the hours of 8:30 AM to 4:30 PM, and weekends, Saturday and Sunday, from 10:00 AM to 3:00 PM, or by filing a complaint online at: hcidla.lacity.org/File-a-Complaint.

TENANT NOTIFICATION TO LANDLORD OF INABILITY TO PAY FULL RENT DUE TO COVID-19 EMERGENCY

Date: _____

RE: Property Address: _____

Dear _____,

On March 4, 2020, the City of Los Angeles declared a local emergency due to the COVID-19 pandemic and adopted Ordinance No. 186585 which provides eviction protections to tenants who cannot pay rent due to circumstances related to the COVID-19 pandemic.

I am writing to provide notice that I am unable to pay full rent for the month (s) of _____ because I have been affected by COVID-19 pandemic.

I have been affected by the COVID-19 pandemic in the following ways (check one or more of the following):

I have suffered a loss of income because I have had to pay health-care expenses related to treating a COVID-19 illness.

I have suffered a loss of income because of a COVID-19 related workplace closure.

I have suffered a loss of income because school closures have increased my child-care expenses and/or I cannot go to work due to the school closures.

I have suffered a loss of income because of a government ordered COVID-19 measure.

Other: _____

I understand that rent is deferred and I must **repay any past due rent within 12 months after the local emergency expires**, unless I voluntarily commence repayment earlier. The repayment period may be extended by mutual agreement by the landlord and tenant. The landlord may voluntarily extend a rent discount to the tenant during the emergency. Any voluntary rent discount will not reset the contract rent under the Rent Stabilization Ordinance (RSO).

The L.A. City Ordinance indicates that prior to the expiration of the local emergency or within 90 days of the first missed rent payment, whichever comes first, a landlord and tenant **may** (but are not required to) agree to a plan for repayment of unpaid rent.

If the landlord and tenant agree to a rent repayment plan, the City’s Housing + Community Investment Department (HCIDLA) suggests the following options:

- Tenant to repay on a **monthly** basis: (\$Balanced Owed) divided by 12 monthly payments.
For example: (\$2,000 past due rent/12 payments = \$166.67 monthly payment).
- Tenant to repay on a **bi-weekly** basis: (\$Balanced Owed) divided by 26 bi-weekly payments.
For example: (\$2,000 past due rent/26 payments = \$76.92 bi-weekly payment).
- Tenant to repay on a **weekly** basis: (\$Balanced Owed) divided by 52 weekly payments.
For example: (\$2,000 past due rent/52 payments = \$38.46 weekly payment).

Sincerely,

TENANT(S) NAME: _____

TENANT(S) SIGNATURE(S): _____