
Title: REVISED GUIDELINES TO AID IN THE IMPLEMENTATION OF THE LOS ANGELES COUNTY EVICTION MORATORIUM DURING THE COVID-19 PANDEMIC

Date Issued: June 3, 2020

**Date Revised: June 4, 2020
June 23, 2020
July 21, 2020
November 16, 2020**

Approved by:



**JOSEPH M. NICCHITTA
RAFAEL CARBAJAL, ACTING DIRECTOR
LOS ANGELES COUNTY DEPARTMENT OF
CONSUMER AND BUSINESS AFFAIRS**

1. Authority to Issue Guidelines

These guidelines are issued pursuant to order of the Board of Supervisors on May 12, 2020, and pursuant to resolution of the Board of Supervisors dated June 3, 2020.

2. Purpose

These guidelines are intended to aid in the implementation of the eviction moratorium 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, ~~and~~ July 21, 2020, September 1, 2020, October 13, 2020, and November 10, 2020.

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
(Pending)
- 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 (Pending)
(<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 (Pending)
(<http://file.lacounty.gov/SDSInter/bos/supdocs/150395.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 "Board of Supervisors" means the Los Angeles County Board of Supervisors.
- 4.32 "County" means the County of Los Angeles.
- 4.4 "Covid-19 Related Rental Debt" shall have the same meaning as in 1179.02 of the Civil Code.
- 4.53 "Department" means the Los Angeles County Department of Consumer and Business Affairs.
- 4.64 "Director" means the Director of the Los Angeles County Department of Consumer and Business Affairs.
- 4.75 "Employee" shall have the same definition as in the California Labor Code.
- 4.86 "Landlord" means a landlord, property owner, property manager, mobilehome park owner, their agents and Employees, and any person or entity authorized to act on their behalf.
- 4.97 "Moratorium" means the eviction moratorium for residential and commercial Tenancies and mobilehome space renters, established by the County pursuant to an executive order of the Chair of the Board of Supervisors,

dated March 19, 2020, and subsequent amendments by the Chair of the Board of Supervisors dated April 14, 2020, ~~and June 3, 2020,~~ September 1, 2020, and November 10, 2020.

4.98 “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.

4.109 “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.

4.114 “Tenants” means any person or entity that occupies a residential or commercial property pursuant to a written or oral lease agreement, both express and implied, including but not limited to mobilehome owners who occupy a mobilehome space within mobilehome parks and storage units used for commercial purposes.

5. **Applicability of Moratorium**

5.1. The Moratorium is effective as of March 4, 2020, and shall continue in full force and effect through ~~July 31, 2020~~ January 31, 2021, unless further extended or repealed by the Board of Supervisors.

5.2. The Moratorium applies to the unincorporated areas of the County and in all cities located within the County, except in a city that has adopted an eviction moratorium which remains in full force and effect and is applicable to residential and commercial Tenancies, including but not limited to mobilehome space renters, within the entirety of the city’s jurisdictional boundary, in which case the city’s moratorium shall apply. If a city’s moratorium does not address one or more of these categories of Tenants, the County’s Moratorium shall apply in that city to those categories of Tenants. Effective September 1, 2020, if a city’s moratorium does not provide equal or greater protections to Tenants as the County’s Moratorium, then those provisions established in the County’s Moratorium shall apply in that city to those Tenants.

5.3. ~~Commencing June 1, 2020, t~~ The following Tenancies shall no longer be covered by this Moratorium:

- 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. Commencing October 1, 2020, residential evictions related to nonpayment of rent due to COVID-19 related financial hardship shall no longer be covered by this Moratorium, per requirements set forth in AB 3088.

5.4

A. Residential Tenants through the duration of this moratorium:

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 Moratorium before March 4, 2020, but whose notice period had not fully run before March 4, 2020, is effectively tolled during the Moratorium. Any notice of termination served to a Tenant subject to the Moratorium on or after March 4, 2020, and during the Moratorium is rendered null and void.

B. Residential Tenants Facing Eviction related to unpaid COVID-19 Rental Debt from October 1, 2020 – January 31, 2021:

- 1. For evictions due to nonpayment of COVID-19 related rental debt, landlords must comply with noticing requirements as outlined in AB 3088 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 this moratorium:

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

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 the Moratorium has ended.

- 5.6 Where a lease term ends while this Moratorium remains in effect, the lease term shall be extended until the Moratorium ends.

6. Prohibition on Evictions

6.1 ~~During the Moratorium,~~ a A Landlord shall not serve a notice to evict on or otherwise attempt to evict a Tenant subject to the Moratorium:

- A. Through September 30, 2020 for Residential Tenants, and for the duration of this Moratorium for Commercial Tenants, ~~W~~ 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 a financial impact related to COVID-19, 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. Through the duration of this Moratorium ~~F~~ for any reason 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., California Civil Code 798.56, and Los Angeles County Code Chapters 8.52.090, unless the eviction is reasonably necessary to protect the health and safety of the occupants or those who live and work nearby. An eviction is reasonably necessary to protect the health and safety of the occupants or those who live and work nearby if the property poses an inherent risk to human life or is unfit for human habitation, if the number of occupants or the conditions of the occupancy violate applicable federal, state, or local laws or regulations designed to protect human health and safety, or if a court of competent jurisdiction determines the eviction is reasonably necessary to protect the health and safety of the occupants or those who live and work nearby.
- C. Through the duration of this Moratorium ~~F~~ for maintaining an unauthorized occupant or pet on the premises, or for an alleged nuisance relating to the number of or noise caused by occupants or pets on the property, 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 Tenant is caring for the child or pet of a person who is sick with COVID-19.

6.2

A. Financial impact is defined as:

A.1. A substantial loss of household income;

B.2. A substantial loss of revenue due to business closure, increased costs, reduced revenues, or other similar reasons impacting an ability to pay rent due;

C.3. Loss of compensable hours of work or wages;

D.4. Layoff;

E.5. Extraordinary out of pocket medical impacts; or

F.6. Other substantial loss of income, earnings, or revenue that is reasonably related to the COVID-19 pandemic.

B. As of October 1, 2020, 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 Civil Code:

1.Loss of income caused by the COVID-19 pandemic;

2.Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic;

3.Increased expenses directly related to the health impact of the COVID-19 pandemic;

4.Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit a tenant's ability to earn income;

5.Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic;

6.Other circumstances related to the COVID-19 pandemic that have reduced a tenant's income or increased a tenant's expenses.

- 6.3 A loss of income, earnings, or revenue is substantial if it is greater than what would reasonably be expected had the COVID-19 pandemic not occurred and which impairs a Tenant's ability to pay rent, fees, or other charges related to the Tenancy.
- 6.4 A financial impact is related to COVID-19 if it is the result of any of the following:
- A. A suspected or confirmed case of COVID-19;
 - B. Caring for a household or family member who has a suspected or confirmed case of COVID-19;
 - C. Compliance with a recommendation from the Los Angeles County Health Officer to stay home, self-quarantine, or avoid congregating with others during a declared state of emergency;
 - D. Extraordinary out-of-pocket medical expenses related to the diagnosis, testing, or treatment of COVID-19;
 - E. Childcare needs arising from school closures related to COVID-19; or
 - F. Any other event or circumstance that would not have occurred but for the COVID-19 pandemic, the state of emergency regarding COVID-19, or government-recommended or mandated COVID-19 precautions, provided the event or circumstance is the direct and proximate cause of the financial impact.
- 6.5 An attempt to evict a Tenant includes 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.
- 6.6 Establishing a financial impact related to COVID-19.
- A. Residential Tenants through September 30, 2020:

A residential Tenant or a commercial Tenant with nine (9) Employees or fewer in May conclusively establish a financial impact related to COVID-19 pursuant to Section 6-4-6.2A 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 A – "Self-Certification"). A

Tenant's failure to provide a written, signed self-certification in a form substantially similar to the self-certification in Attachment A – "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 from October 1, 2020 – January 31, 2021 facing eviction due to nonpayment of rent related to COVID-19:

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

B.C. Commercial Tenants through the duration of this Moratorium:

1. Commercial Tenants with nine (9) or fewer employees:

May conclusively establish a financial impact related to COVID-19 pursuant to Section 6.2A 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 A – "Self-Certification"). A Tenant's failure to provide a written, signed self-certification in a form substantially similar to the self-certification in Attachment A – "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. A-c Commercial Tenants with ten (10) or more, but fewer than 100, Employees:

~~s~~—Shall provide a Landlord with documentation sufficient to demonstrate a financial impact related to COVID-19 pursuant to Sections ~~6.1~~, 6.2A, 6.2B, 6.3, and 6.4. 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 Moratorium shall not, in and of itself, prevent a commercial Tenant from establishing a financial impact related to COVID-19.

6.7 Notice of Nonpayment of Rent:

A. Residential and Commercial Tenants through September 30, 2020:

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.

B. Residential Tenants facing eviction due to nonpayment of rent related to COVID-19:

1. For Rent owed between March 1, 2020 and September 30, 2020:

Under the County's Moratorium, a Landlord may not evict a Residential Tenant for nonpayment of rent, late charges, interest, or any other fees accrued if the Residential Tenant demonstrates an inability to pay rent and/or such related charges due to financial impacts related to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions, and the Tenant has provided notice to the Landlord within seven (7) days after the date that rent and/or such related charges were due, unless extenuating circumstances exist, that the Tenant is unable to pay. Under AB 3088, Residential Tenants who are unable to pay rent due to COVID-19-related financial distress are provided eviction protections if Residential Tenants follow the requirements under State law.

2. For Rent owed between September 30, 2020 and January 31, 2021:

A Landlord who has demanded COVID-19-related rental debt and who receives a signed declaration of "COVID-19-related financial distress," as defined in 1179.02 of the Civil Code, within fifteen (15) days of delivering notice to pay rent or quit or notice to perform covenants or quit to the Tenant, and on or before January 31, 2021, received payment from the Tenant in an amount that equals at least 25 percent of each rental payment that came due during the time period, may not evict the Tenant for failure to comply with the notice.

C. Commercial Tenants through the duration of this Moratorium:

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.

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. Payment of Rent After the Moratorium Ends

- 8.1. The Moratorium does not cancel a Tenant's obligations to pay rent. Tenants are responsible for paying rent which comes due and is unpaid during the Moratorium, but Tenants have additional time to do so, as set forth in these Guidelines. Tenants should pay all or partial rent if they are financially able, and are encouraged to pay rent which came due but was unpaid during the Moratorium as soon as they are financially able to do so. Landlords may accept partial payment of rent which comes due during the Moratorium without forfeiting the right to complete repayment.

~~8.2. Residential Tenants and commercial~~

8.2 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 1, 2020 to September 30, 2020. Residential tenants will have to comply with the provisions set forth in AB 3088 for unpaid rent that came due between October 1, 2020 through January 31, 2021.

8.3

A. Commercial Tenants with nine Employees or fewer shall have 12 months following the end of the Moratorium to repay their Landlords for rent and related charges which came due but were unpaid during the Moratorium. Tenants are not required to pay rent or charges due immediately upon expiration of the Moratorium, nor agree to a payment plan or make payments according to a schedule mandated or requested by a Landlord.

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B. Commercial Tenants with ten or more, but fewer than 100, Employees shall have six months following the expiration of the Moratorium to pay rent and related charges which came due but were unpaid during the Moratorium. Tenants shall make such payments in six equal monthly installments, unless the Tenant and Landlord agree to an alternate payment schedule.

8.4 For commercial Tenants with more than 100 Employees, or that are a Multinational Company or publicly traded, rent and related charges which came due but were unpaid during the Moratorium shall be due on June 1, 2020, unless the Tenant and Landlord agree to an alternate payment schedule.

8.5 A Landlord shall not charge late fees, interest, penalties, or other related fees or costs for rent that came due but was unpaid during the Moratorium, provided Tenants repay the rent within the time provided by the Moratorium, as set forth in these Guidelines. Per the requirements set forth in AB 3088, this provision will not apply to Residential Tenancies covered under this Moratorium from October 1, 2020 through January 31, 2021.

9. Prohibition on Rent Increases in the Unincorporated Area

For any Tenancy which is subject to the County's rent stabilization or mobilehome rent stabilization ordinances (Los Angeles County Code Chapters 8.52 and 8.57), a Landlord shall not attempt to increase the amount of rent while the Moratorium remains in effect, and any notices of rent increase served during the Moratorium shall be void and of no force or effect. The time period stated in any notice of rent increase served before the Moratorium is effectively tolled until the end of the Moratorium. 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 Moratorium.

10. Prohibition on Harassment

A Landlord shall not harass or seek to intimidate a Tenant protected by this Moratorium. Harassment and acts of intimidation may include, but are not limited to, threatening termination of the lease and/or eviction, threatening to serve and/or serving a notice of termination and/or eviction, demanding payment for rent which is not yet due pursuant to the Moratorium, shutting off utilities, locking a Tenant out of a unit, or verbally or physically threatening a Tenant. Landlords who harass or seek to intimidate a Tenant in violation of the Moratorium shall be guilty of a misdemeanor pursuant to Los Angeles County Code Section 2.68.320.

11. Violation of the Moratorium

Violations of the Moratorium 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 Moratorium, 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. 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 Moratorium. Any provision of an agreement that would violate the Moratorium 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 Moratorium. Any interested party may request that the Department provide a voluntary, ~~non-binding~~ 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/rentstabilization/>~~ <https://dcba.lacounty.gov/mediation> or by calling 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.