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FACTs about Tenant Protections during the Pandemic

Tenants in the City of Los Angeles who experience COVID-19 financial stress will continue to be protected from eviction by the City's existing tenant pandemic ordinance. The City's ordinance offers overall greater protection for tenants than the State's new law (AB 3088 - The Tenant Relief Act of 2020) or the Centers for Disease Control and Prevention's (CDC) new order, although the State's new law provides some additional benefit that tenants should consider. Here are a few facts that help answer some key questions facing LA tenants and landlords in the next few days.

1. ***Must I pay September's rent to avoid being evicted?*** You should pay rent if you are able. However, if you are experiencing COVID-19 financial stress and cannot pay rent, the City's ordinance still allows you to defer paying rent during the time of the City's declaration of emergency. It is not known when the City will lift the declaration of emergency.
2. ***If I defer September's rent, will I ever have to pay it?*** Yes. The City's ordinance, the State's new law, and the CDC's order do not cancel rent. Under the City's ordinance, to avoid eviction, you will have to pay rent that you defer during the emergency by no later than March 1, 2022. However, you will have to pay the deferred rent earlier than that date if the City lifts the emergency before March 1, 2021. For example, if the City lifts the emergency February 1, 2021, you will have to pay the deferred rent within 12 months, which would be February 1, 2022. If you do not pay the deferred rent by the deadline, your landlord may seek to evict you.

Although your landlord cannot evict you if you pay the deferred rent within the deadline, the landlord can still go to court before the deadline and seek a judgment against you for the amount of rent owed. If the landlord wants to use the Small Claims Court, the earliest the landlord can file a claim is March 1, 2021. The landlord can file a case in Superior Court at any time. A landlord may be able to use a judgment against you for wage garnishment or other means of debt collection. But a judgment saying you owe rent is not sufficient to evict you.

3. ***If I defer rent for September through January, must I follow the State's new law and pay 25% before January 31, 2021, in order to avoid being evicted?*** No. The City's ordinance does not require that you pay 25% of rent in order to be protected from eviction. However, if you pay the 25% (for rent owed September through January) by January 31, 2021, you do get an additional benefit under the State's new law – the landlord can never evict you for failing to pay

the balance. You would still be responsible to pay all the rent due, and the landlord can sue you in court and obtain a judgment for the balance owed. If you want to pay the 25% and get the added benefit under the State's new law, you must give your landlord a declaration stating your inability to pay rent due to Covid-19 financial stress. That declaration will also protect you from eviction for non-payment of rent due between March 1, 2020, and August 31, 2020.

4. ***Must my landlord have "just cause" to evict me?*** Yes. Until February 1, 2021, the State's new law requires landlords have "just cause" to evict a tenant. The City's existing law also requires "just cause" to evict a tenant, and the City's requirement extends throughout the duration of the emergency. Examples of just cause include tenants failing to pay rent for non COVID-19 reasons, engaging in criminal activity at the apartment, using the apartment for unlawful purposes, and causing substantial damage to the apartment.
5. ***Am I still protected from eviction if I have an extra occupant in my apartment, or a pet, or my landlord claims I'm causing a nuisance but the cause is related to COVID-19?*** Yes. The City's ordinance still protects you from eviction for those reasons during the emergency.
6. ***I read that the Judicial Council's moratorium on evictions ended September 1st but that the State's new law extended it.*** True, the moratorium on eviction for failing to pay rent has been extended by the State's new law to October 5, 2020 (only for residential tenants). But under the City's ordinance, the landlord is prohibited from evicting a tenant for failing to pay rent for COVID-19 reasons during the entire duration of the emergency. The City's ordinance also protects against eviction during the emergency for no-fault reasons, the presence of additional occupants and pets, and nuisance caused by COVID-19.
7. ***Can my landlord serve me with a three day notice to pay or leave my apartment?*** Under the City's ordinance, the landlord is prohibited from serving you with a three day notice to pay or leave your apartment if your inability to pay is based on COVID-19 impacts to you and your household. If the landlord serves you with any notice indicating an attempt to evict you, the landlord must include written information explaining your rights prepared by the City's Housing Department. And any three day notice to pay or leave also requires written information about added protections provided under the State's new law.
8. ***I read that the Centers for Disease Control and Prevention (CDC) just ordered a countrywide eviction moratorium through the end of this year.*** True, but the CDC's order covers fewer types of evictions than the City's ordinance or the State's new law. The CDC's order only prohibits evictions for failure to pay rent through December 31, 2020, and the entire amount of the rent deferred is due immediately afterwards. Also, the CDC's order limits protections to tenants who earn \$99,000 or less (\$198,000 if filing jointly), and requires tenants to sign a declaration under oath that an eviction would force them into homelessness or having to move into congregate, shared, or close quarter living accommodations.
9. ***What should I do if I have questions about my situation?*** To get answers to your particular situation, please consult with one of the region's housing advocacy or legal aid organizations.