COVID–19 Renter Protections Fact Sheet

Eric Garcetti, Mayor

Los Angeles
HOUSING+COMMUNITY
Investment Department
Rushmore C. Cervantes, General Manager

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.
- Loss of income or increased child care costs because daycare or schools are closed.
- Medical costs for you or a household member who is ill with COVID-19.
- Loss of income due to government ordered emergency measures.

A tenant should notify their landlord in writing no later than 7 days after the rent due date that they cannot pay rent due to COVID-19. A tenant should keep all documentation that demonstrates the tenant's COVID-19 reason for being unable to pay rent.

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. LANDLORDS MAY NOT CHARGE INTEREST OR A LATE FEE ON THE RENT OR REQUEST TENANTS TO USE THEIR STIMULUS MONEY FOR 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 - No rent increase that became effective on of after March 30, 2020, are allowed for properties subject to the RSO, unless approved by HCIDLA, until 1 year after the local emergency expires. Rent increases do not accumulate during the one (1) year period.

REPAYMENT OPTIONS - 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. The repayment period may be extended by mutual agreement by the landlord and tenant. The landlord may voluntarily extend a discount to the tenant during the emergency. 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).

ASSISTANCE FOR TENANTS - Tenants may seek information and assistance from HCIDLA by calling 866-557-RENT or 866-557-7368, Monday - Friday, between the hours of 8:30 AM to 4:30 PM, or by filing a complaint online at: hcidla.lacity.org/File-a-Complaint.

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TENANT NOTIFICATION TO LANDLORD OF INABILITY TO PAY 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 in response, adopted Los Angeles Municipal Code 49.99 et seq. 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 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. Per the City Ordinance, I am not required to sign a repayment plan.

Sincerely,

TENANT(S) NAME:

_____

TENANT(S) SIGNATURE(S):

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