

Los Angeles Housing + Community Investment Department

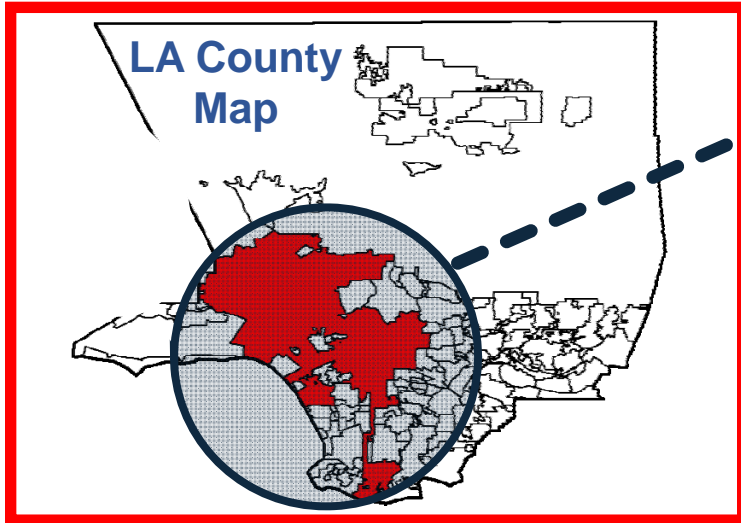
January 2021



Coronavirus: What You Need to Know about L.A.'s *Renter Protections*



City of L.A. vs L.A. County



City of Los Angeles
in Los Angeles County

City of Los Angeles:
(Its own charter city)



www.zimas.lacity.org

City v County

RSO

City

Fact Sheet

State

Contact

RENT STABILIZATION ORDINANCE (RSO)



- **Stabilizes Rents – Annual rent increases**
- **Provides Just Cause Evictions (4 Tenant At-Fault & 10 No-Fault)**
- **Relocation Assistance for No-Fault Evictions**
- **Approx. 118,000 Properties – 640,000 RSO Rental Units**



City v County

RSO

City

Fact Sheet

State

Contact

RENT STABILIZATION ORDINANCE (RSO)



Do you live in Rent Stabilized unit?

 Text "RSO" to (855) 880-7368

- Text to 855-880-7368: **RSO**
- System will prompt you to enter your building number and street address
- **TIP:** use the leading number of the building complex, no fraction numbers, e.g. building #s 1782, 1782 ½, 1784, 1784 ½
- >>use **1782** and street address



City v County

RSO

City

Fact Sheet

State

Contact

LA CITY COVID-19 EVICTION PROTECTIONS

The City of Los Angeles has tenant protections in place to help prevent displacement of renters during the Local Emergency Period which is ongoing with no set end date.

1. No owner can evict a residential tenant for nonpayment of rent if the tenant is unable to pay rent due to circumstance related to the COVID-19.

“Tenants are still obligated to pay lawfully charged rent.” However, during the emergency period, tenants may not be evicted for failure to pay rent due to the financial impacts related to COVID-19. Tenants will have up to 12 months following the expiration of the local emergency to repay any back rent due.

Tenants are **not required to provide documentation** to support unable to pay rent due to COVID-19 (although strongly encouraged).

Tenants are **not required to sign** repayment agreements.

2. No property owner shall exercise a No-fault Eviction such as for owner move-in, resident manager, or the property to be withdrawn from the rental market (Ellis Act) during the Local Emergency Period.
3. Landlords may not evict tenants due to the presence of unauthorized occupants, pets or nuisance related to COVID-19.
4. Landlords may not charge interest or late fees on unpaid rent due to COVID-19.



City v County

RSO

City

Fact Sheet

State

Contact

LA CITY COVID-19 RENT INCREASE PROTECTIONS

No rent increase that became effective after March 29, 2020, is 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.



- Freeze on rent increases ONLY for RSO units.
- Rent Freeze has been extended by City Council 1 year after termination of the Local Emergency Period.



City v County

RSO

City

Fact Sheet

State

Contact

COVID-19 Renter Protections Fact Sheet and Sample Form

The **COVID-19 Renter Protections Fact Sheet (Protections Notice)** is required to be given to each residential tenant by the landlord per Ordinance 186606. Additionally, effective May 12, 2020, a landlord must also include the Protections Notice when serving a tenant any eviction notice served during the local emergency period and for 12 months after the expiration of the local emergency period. The Protections Notice must be in the language predominately used by the tenant.

COVID-19 Renter Protections Fact Sheet

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

THE RENT INCREASE PROTECTS 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. 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 reasons for which a tenant may be evicted after the local emergency expires. 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 RSO until 60 days after the expiration of the declaration of emergency.

NO RENT INCREASES ARE PROHIBITED 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 RCP, 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.

REPAYMENT PERIOD - Prior to the expiration of the local emergency or within 90 days of the first rent payment, 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 defend a rent default to the tenant during the emergency. The City's Housing + Community Investment Department (HCIDA) suggests the following options:

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

ASSISTANCE FOR TENANTS - Tenants may seek information and assistance from HCIDA by calling 888-937-RENT or 888-937-7368, Monday - Friday, between the hours of 8:00 AM to 6:00 PM, and weekends, Saturday and Sunday, from 10:00 AM to 6:00 PM, or by filing a complaint online at <https://hcd.ca.gov/rental-recovery>

Coronavirus.LACity.org - hcd.ca.gov

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. 186606 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 pay any rent due rent within 12 months after the local emergency expires, unless I voluntarily commence repayment earlier. Per the City Ordinance, I am not required at this time to sign a repayment agreement.

Sincerely,

TENANT(S) NAME: _____

TENANT(S) SIGNATURE(S): _____

Coronavirus.LACity.org - hcd.ca.gov

Available in
Spanish
Korean
Russian
Armenian
Tagalog
Traditional
Chinese
Farsi



STATE AB-3088 “The Tenant Relief Act of 2020” AND LA CITY EVICTION PROTECTIONS

- Tenants in the City of Los Angeles continue to be protected under the City’s Eviction Protection Ordinance.
- State Law AB-3088 provides additional benefits that tenants should utilize.

City v County

RSO

City

Fact Sheet

State

Contact

STATE AB-3088 “The Tenant Relief Act of 2020”

March 1, 2020 to August 31, 2020

A TENANT CANNOT BE EVICTED FOR NON-PAYMENT OF RENT due from March 1, 2020 to August 31, 2020 if they do the following:

1. Give a Declaration of COVID-19 Related Financial Distress to the owner no later than 15 days after receiving a notice of non-payment of rent. The landlord must include a blank Declaration form with the notice of non-payment of rent.
2. If the landlord does not give this Declaration to the tenant, then the tenant is recommended to be proactive and give the Declaration to the landlord.

City v County

RSO

City

Fact Sheet

State

Contact

STATE AB-3088 “The Tenant Relief Act of 2020”

September 1, 2020 to January 31, 2021

A TENANT CANNOT BE EVICTED FOR NON-PAYMENT OF RENT due from September 1, 2020 to January 31, 2021 if they do the following:

1. Give a Declaration of COVID-19 Related Financial Distress to the owner no later than 15 days after receiving a notice of non-payment of rent. The landlord must include a blank Declaration form with the notice of non-payment of rent.
2. If the landlord does not give this Declaration to the tenant, then the tenant should proactively give the Declaration to the landlord each month the rent becomes due.
3. Pay 25% of the rent from September 1, 2020 to January 31, 2021. It can be paid in portions or in a lump sum paid no later than January 31, 2021.

City v County

RSO

City

Fact Sheet

State

Contact

STATE AB-3088 “The Tenant Relief Act of 2020”

DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS

Code of Civil Procedure Section 1179.02(d)

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

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 health impacts 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 my 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 my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

Signed under penalty of perjury under the laws of the State of California.

Signature

Dated

For information about legal resources that may be available to you, visit <https://lawhelpca.org/>.

For information, resources, and support visit www.LandlordTenant.dre.ca.gov.

DELIVERY OF DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS

Code of Civil Procedure Section 1179.03(f)

Pursuant to Code of Civil Procedure section 1179.03(f), a tenant may deliver the declaration of COVID-19-related financial distress to the landlord by any of the following methods:

- (1) In person, if the landlord indicates in the notice an address at which the declaration may be delivered in person.
- (2) By electronic transmission, if the landlord indicates an email address in the notice to which the declaration may be delivered.
- (3) Through United States mail to the address indicated by the landlord in the notice. If the landlord does not provide an address pursuant to subparagraph (1), then it shall be conclusively presumed that upon the mailing of the declaration by the tenant to the address provided by the landlord, the declaration is deemed received by the landlord on the date posted, if the tenant can show proof of mailing to the address provided by the landlord.
- (4) Through any of the same methods that the tenant can use to deliver the payment pursuant to the notice if delivery of the declaration by that method is possible.

<https://landlordtenant.dre.ca.gov/>

STATE AB-3088 “The Tenant Relief Act of 2020”

State and local protections do not cancel or forgive any rent owed. Landlords can file a small claims case starting March 1, 2021, but this cannot be the basis of an eviction.

AB 3088 is currently being considered at the state level for a possible extension of protections and time.



VIOLATIONS OF TENANT PROTECTIONS

For City of Los Angeles residents, visit:
COVID-19 Renter Protections at
hcidla2.lacity.org/highlights/renter-protections

Report violations of the COVID-19 Renter Protections by calling
HCIDLA Hotline: 1-866-557-RENT (7368) or online at
hcidla2.lacity.org/residents/file-a-complaint

Submit questions **24/7** at:
hcidla2.lacity.org/ask-hcidla



City v County

RSO

City

Fact Sheet

State

Contact

Thank you.

Coronavirus: What You Need to Know about LA's Renter Protections

During the "Safer at Home" Emergency Order,
We are here to assist Angelenos.

**HCID
at
work**



Housing + Community Investment Department
hcidla.lacity.org



Hotline: 1-866-557-7368

Online: hcidla.lacity.org/ask-hcidla

*HCIDLA Public Counters are temporarily closed