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COVID-19 Eviction Moratorium

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To assist residential renters who have been economically impacted by the Coronavirus, the Mayor issued an Eviction Moratorium Emergency Order



On March 11, 2020, the World Health Organization declared the Coronavirus (COVID-19) as a pandemic. On March 15th, Los Angeles Mayor Garcetti issued an Emergency Order which implemented a number of measures designed to protect the public and contain the risk of contracting the COVID-19 virus. Additionally, the Mayor issued a [temporary moratorium](#) ^[3] on evictions for non-payment of rent for tenants who are unable to pay rent due to circumstances related to the COVID-19 pandemic, such as:

1. Loss of income due to work place closure or reduced hours due to COVID-19.
2. Loss of income or child care expenditures due to school closures.
3. Health care expenditures stemming from COVID-19 infection of the tenant or a member of the tenant's household who is ill with COVID-19.
4. Reasonable expenditures stemming from government ordered emergency measures.

What does the eviction moratorium mean for Los Angeles “renters”?

If a renter is not able to pay the rent due to circumstances related to the COVID-19 pandemic, the eviction moratorium states that tenants should not be evicted.

Los Angeles Mayor Garcetti issued a temporary moratorium on evictions for tenants who are unable to pay rent due to circumstances related to the COVID-19 pandemic. You are eligible if you have:

1. Lost income because your job has closed or reduced hours due to COVID-19.
2. Lost income or have increased childcare costs due to school closures.
3. Have health care costs related to COVID-19 because you or a member of your household is ill with COVID-19.
4. Have increased expenditures stemming from government-ordered emergency measures.

How will the City implement the residential eviction moratorium?

Affirmative Defense - Both the Governor’s and the Mayor’s Emergency Orders provide tenants facing eviction an affirmative defense if the proposed eviction is for non-payment of rent and the tenant’s inability to pay rent results from circumstances related to the COVID-19 emergency. In other words, tenants or their attorneys can raise the existence of this moratorium as a defense in an Unlawful Detainer action. Tenants or their attorneys may argue that they are an Affected Tenant by providing documentation to the Landlord that they have lost substantial income. Examples of documentation may include, but are not limited to, a letter from the employer citing COVID-19 as a reason for reduced work hours or termination, employer paycheck stubs, bank statements, or school district notifications.

HCIDLA Administrative Process - Additionally, the Los Angeles Housing + Community Development Department (HCIDLA) proposes to implement an administrative process to inform the public of the requirements of the Mayor’s Orders, similar to the existing process for enforcement of tenant protections under the City’s Rent Stabilization Ordinance (RSO). Eviction complaints can be filed electronically or through the HCIDLA telephone Hotline to be assigned to a Housing Investigator, who will investigate the tenant’s claim and advise the landlord and tenant of their findings and the application of the Emergency Order.

Questions and Answers

Who does the eviction moratorium apply to?

The Mayor’s Emergency Order applies to all residential and commercial rentals in the City of Los Angeles, including apartments, duplexes, condominiums and single-family dwellings. The moratorium applies to all renters, regardless of immigration status.

Does the moratorium apply to all evictions?

The current moratorium applies to:

- Residential or commercial evictions stemming from failure to pay rent when the tenant is unable to pay the rent as a result of loss of income related to the Coronavirus as outlined above. This advisory covers residential evictions only.
- All no-fault evictions - if any member of the household is ill, in isolation, or under quarantine. No-Fault evictions means those not based on an alleged fault of the tenant and include

- evictions for owner occupancy or installation of a resident manager.
- All evictions for permanent withdrawal of a property from the rental housing market (“Ellis” evictions). Tenancies may not be terminated under the Ellis Act until 60 days after the expiration of the Emergency Order. Note, currently the Emergency Order expires on April 19, 2020.

The Mayor’s Order applies to nonpayment eviction notices as described above, no-fault eviction notices as described above, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed, March 4, 2020.

Does this mean tenants do not have to pay their rent?

Both the Mayor’s and the Governor’s Orders emphasize that 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 6 months following the expiration of the local emergency to repay any back rent due. Landlords and tenants may mutually work out a payment schedule or arrangements for repayment of rent.

Is there rental assistance available for renters who cannot pay their rent?

Although the current Order does not address rental assistance, the City is reviewing options for a rental assistance program. At the moment there is no rental assistance available. If and when rental assistance becomes available, updates will be posted as soon as a program is adopted.

Where can tenants obtain help or information regarding a 'Notice to Pay Rent or Quit'?

First, both the Mayor’s and Governor’s orders provide an affirmative defense to tenants facing eviction as a result of their inability to pay rent due to the loss of wages as a result of the COVID-19 pandemic. Renters should seek assistance from legal services providers in responding to any Unlawful Detainer action filed by their landlords. Click here for [Legal referrals](#) [4].

Any tenant of a residential property in the City of Los Angeles who receives a Notice to Pay Rent or Quit should inform their landlord that they are an Affected Tenant as a result of COVID-19 before the **expiration** of any Notice to Pay Rent or Quit.

Tenants may seek information and assistance from the Los Angeles Housing + Community Development 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 AM to 3:00 PM, or by filing a complaint online at: hcidla.lacity.org/File-a-Complaint [5].

What is a “No-Fault” eviction?

A “No-Fault” eviction is one which is not based on any fault or action of the tenant, where the landlord intends to evict the tenant due to otherwise utilize the rental unit. Examples of “no-fault” evictions include evictions when the landlord or his family intend to move in to the unit or where the landlord wishes to withdraw the rental unit from the housing market. These evictions are not allowed during the Emergency Declaration when anyone in the household is ill, in isolation, or under quarantine.

Additionally, evictions are not allowed until after June 19, 2020, if the reason for the eviction is that the landlord wants to withdraw the unit from the rental housing market (“Ellis”).

What is an “At-Fault” eviction?

A tenant “at-fault” eviction is one based on the tenant’s actions in violation of the lease or rental agreement, such as failure to pay rent, causing a nuisance, using the rental unit for an illegal purpose, or a breach of a provision of the lease. Evictions for non-payment of rent are not allowed through June 19, 2020, if the tenant’s inability to pay the full rent is due to circumstances related to COVID-19 as described above.

What should I do if I cannot pay the rent or if my landlord tries to evict me?

If you are unable to pay your full rent between March 4, 2020 and April 19, 2020 because of circumstances related to the COVID-19 pandemic, here is what you should do:

1. Do not leave your home.
 2. Let your landlord know that you cannot pay full rent because of circumstances related to COVID-19 and try to arrange another payment plan.
 - o It is best to alert your landlord **before** you miss a rental payment.
 - o If you miss a rental payment or do not pay your full rent when it is due, your landlord may provide a “Notice to Pay Rent or Quit.”
 - o If you receive this notice, it is important to inform your landlord that the reason you were not able to pay full rent is because of circumstances related to COVID-19 **before** the expiration date or deadline listed on the “Notice to Pay Rent or Quit.”
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What is the process to file an eviction complaint with HCIDLA?

- A renter contacts HCIDLA’s hotline (phone) 1-866-557-7368 or online hcidla.lacity.org/File-a-Complaint [5].
 - A renter will need to provide a copy of the “Notice to Pay Rent or Quit” and documentation that the renter or household have been financially impacted by COVID-19. Examples of documentation may include, but are not limited to, a letter from your employer citing COVID-19 as a reason for reduced work hours or termination, paycheck stubs, bank statements, school notifications.
 - Once a complaint is filed, it will be assigned as a case to a Housing Investigator.
 - The Housing Investigator will investigate the claim and let the tenant and the tenant’s landlord know how the Mayor’s temporary moratorium on evictions applies in the case.
 - For tenants that need assistance obtaining proof or documentation, discuss the case with the assigned Housing Investigator. In some cases, a signed affidavit may be used to support the claim - stating that the tenant (you) is not able to pay full rent due to circumstances resulting from the COVID-19 emergency.
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What will the HCIDLA investigation do with my complaint?

If your claim is supported, the Housing Investigator will send a letter to the landlord requesting cancellation of the “Notice to Pay Rent or Quit.”

How Will HCIDLA review eviction complaints related to the COVID-19 emergency response?

Initial Review

- Verification of the tenant’s receipt of a “Notice to Pay Rent or Quit”.

- Review of the stated reason for eviction.
- Review of tenant's documentation related to their loss of income as a result of:
 1. Workplace closure or reduced hours or services due to COVID-19.
 2. Child care expenditures or inability to work due to school closures.
 3. Health care expenditures stemming from COVID-19 infection of the tenant or a member of the tenant's household who is ill with COVID-19.
 4. Reasonable expenditures stemming from government ordered emergency measures.
 5. Any additional factors relevant to the tenant's reduction in income as a result of the COVID-19 emergency.

Tenants will be advised that they should provide their landlord with notice that they are an Affected Tenant as a result of COVID-19 before the expiration of any Notice to Pay Rent or Quit.

Determination and Communication to the Landlord

If a Notice to Pay Rent or Quit has been issued and supporting documents provided, then the Housing Investigator will send a letter to the landlord requesting cancellation of the Notice to Pay Rent or Quit. The letter will communicate that the tenant's inability to pay rent stems from circumstances outlined in the Mayor's **Public Order Under City of LA Emergency Authority COVID-19**, thus allowing the tenant to repay any back due rent up to six months following the expiration of the local emergency, or work out an alternate payment agreement with their landlord.

Post Investigation and Communication to the Tenant

1. HCIDLA will provide thorough information to the tenant that can be used to support the affirmative defense in an unlawful detainer action. The tenant will also be provided with legal referrals, or view list at hcidla.lacity.org/landlordtenant-legal-service-resources ^[6].
2. Even with the Mayor's moratorium on evictions, **tenants are still required to pay rent.**
3. Tenants have up to 6 months following the expiration of the local emergency to repay any back rent due.
4. The tenant and landlord may mutually work out a payment schedule or arrangements for repayment of rent.

What should tenants do if they receive an eviction notice?

Tenants should immediately inform their landlord that they cannot pay their rent or cannot pay their rent in full due to a loss of income arising from the COVID-19 pandemic. If the landlord does not withdraw the eviction notice, tenants should immediately file a complaint with HCIDLA at hcidla.lacity.org/File-a-Complaint ^[5] or by calling 866-557-RENT (866-557-7368) between 8:30 a.m. - 4:30 p.m. Monday through Friday or 10:00 a.m. through 3:00 p.m. on Saturdays and Sundays.

What should I do if I receive a notice of an Unlawful Detainer?

If you reach the expiration date listed on the "Notice to Pay Rent or Quit" and are unable to work out a payment plan with your landlord or resolve your complaint with HCIDLA, you may receive a formal eviction or "Unlawful Detainer." This means you may have to go to court to fight the eviction.

It is important to **seek legal assistance** in responding to any eviction or "Unlawful Detainer" action filed by your landlord. If a tenant is served with Court papers or an Unlawful Detainer action, they should immediately seek legal counsel and assistance in responding to the Unlawful Detainer. Legal referrals may be found at: <https://hcidla.lacity.org/rso-legal-referrals-english-spanish>. ^[7]

"Do not ignore a notice from the Court or Unlawful Detainer notification!"

Tenants do not have to leave their units unless they are served with a Sheriff's Order, which happens after the case is heard in Court.

How long is the eviction moratorium in effect?

Under the Emergency Orders issued by Mayor Garcetti, the eviction moratorium is in effect from the date of the declaration of the emergency on March 4, 2020, until sixty days after the expiration of the emergency, currently April 19, 2020. Therefore, the moratorium is in effect until June 20, 2020, unless further extended.

What happens after the emergency moratorium is over?

Under the Mayor's order, tenants have up to 6 months following the expiration of the local emergency to repay any back rent due. The tenant **and** landlord may mutually work out a payment schedule or arrangements for repayment of the rent.

Is there financial assistance for landlords who suffer a loss of income as a result of tenants' inability to pay their rent?

Landlords may be able to apply for a disaster loan related to economic damage from the Coronavirus crisis through the Small Business Administration: disasterloan.sba.gov/ela [8].

Best Practices for Tenants and Landlords / Property Managers

For tenants

- Communicate with your landlord about your inability to pay if your income is affected by the COVID-19 emergency.
- Do not ignore any notices issued by the landlord or property manager.
- If you file a complaint (case) with HCID, be sure to comply with the requirements and documentation requested by HCID.
- All tenants are still responsible for any lawfully charged rents due.

For landlords and property managers

- Work with tenants, during the eviction moratorium period..
- Communicate with the tenant about their ability to pay.
- Do not ignore the eviction moratorium in place.
- Thank you for helping to prevent the displacement of your tenants.

Tenants are still obligated to pay lawfully charged rent.

Action / process related to this moratorium may change, and will be updated accordingly.

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Links

- [1] <https://hcidla.lacity.org/javascript%3AAdoGTranslate%28%27en%7Ces%27%29>
- [2] <https://hcidla.lacity.org/javascript%3AAdoGTranslate%28%27en%7Cen%27%29>
- [3] <https://www.lamayor.org/sites/g/files/wph446/f/article/files/Mayor%20Garcetti%20Emergency%20Order%20-%20March%2015%202020.pdf>
- [4] https://hcidla.lacity.org/system/files_force/documents/rso_legal_referrals_english-spanish.pdf?download=0
- [5] <https://hcidla.lacity.org/File-a-Complaint>
- [6] <https://hcidla.lacity.org/landlordtenant-legal-service-resources>
- [7] <https://hcidla.lacity.org/rso-legal-referrals-english-spanish>
- [8] <https://disasterloan.sba.gov/ela>