

Communication from Public

Name: Juri Ripinsky

Date Submitted: 04/25/2022 03:59 PM

Council File No: 21-0570

Comments for Public Posting: We would like the Los Angeles City Attorney's office to clarify the definition of a Commercial Tenant as follows: "A "Commercial Tenant" is defined as a Tenant in possession of, occupying and operating business out of a Commercial property, pursuant to a valid lease." The City of Los Angeles has provided absolutely no definition of what is a Commercial Tenant. Understandably, at the beginning of the Covid Pandemic, the City of Los Angeles quickly drafted some Tenant Eviction Moratorium language – which, in its haste, left many questions unanswered, and which was vague on many issues. As a result, many large and wealthy Commercial tenants who could have afforded to pay rent, took advantage of the vague language, abused the system, and did not pay any rent, whatsoever. Many other So Cal Cities have adopted language to stop such abuse. The City of Los Angeles needs to come in alignment, and set up definitions, in order to stop such abuse of the system. The courts are severely backlogged. The last thing the courts need, is to struggle with definitions of terms (for example: "What did the City of Los Angeles mean ? What constitutes a "Commercial Tenant" ?) Accurate definitions and clarity, would greatly reduce the courts' time and backlog. We all want to protect the small business operator. "Mom and Pop" business operators who show up for work everyday deserve our help and protection. We have personally extended help and private loans to many "mom and pop" tenants in order to keep them in business, and they have showed up for work every day, during the Pandemic, for the past 2 years. But those businesses who are not "Mom and Pop" – the big and wealthy commercial tenants who are taking advantage of the many loopholes that the ambiguous language of the ordinance should be stopped. However, protecting "mom and Pop" operating tenants is a lot different than the abuse of the Commercial Tenant Eviction Moratorium by wealthy tenants, who can well afford to pay rent - who are gaming the system, gaming the vague ambiguity of the present Commercial Tenant Eviction Moratorium, which was drafted in 2020 - that is causing many commercial landlords to suffer without any rent payments, from wealthy tenants, who can well afford to their pay rent. The LA City Eviction Moratorium Ordinance #186606 was hastily drafted at the beginning of the Pandemic (when relief was needed in a hurry, and before any of

us knew how commercial tenants would react), and LA City did not update or supplement this ordinance since May of 2020 (see last attachment) – unlike LA County and most So Cal cities, which have updated and supplemented many times, or in many cases terminated, their Commercial Tenant Eviction Moratoriums (Santa Monica and Culver City city councils have both voted to terminate the Commercial tenant Eviction Moratoriums – Culver City effective July of 2022). The courts are terribly clogged – trying to figure out what to do with the vague language in the LA City Eviction Moratorium Ordinance #186606. It would save the courts, and many parties to cases in front of the courts, tremendous time and money, if clarity could be brought to some of the language. Big, wealthy tenants are not using many of these commercial spaces, not operating, at all – but freezing these spaces, because the current vague language of the ordinance does not prohibit them from doing so, without any repercussions. Big Law Firms, who are retained by big wealthy commercial tenants, are making a lot of money – gaming the system, and taking advantage of the vague language of the moratorium – to avoid paying any rent at all. In the meanwhile, the landlord's are without money, the state and city is without the taxes on rental revenue, the state and city is without sales tax, because these unused spaces are not operating and not generating sales. The below is just one example of important clarifications that are needed to fix the problem. As just one example: the LA City Eviction Moratorium Ordinance #186606 does not even contain a definition of a what is a “Commercial Tenant” (unlike many other So Cal cities that have gone to a great degree of detail to give direction to the courts and to landlords and tenant - see the below and the attached). Understandably, the LA City ordinance was drafted in a hurry, at the beginning of the Pandemic, at a time when something had to be done quickly. However – we are now ...2 years later – and this needs to be fixed. Would you please have your committee, at least, get the below definition implemented. “A “Commercial Tenant” is defined as a Tenant in possession of, occupying and operating business out of a Commercial property, pursuant to a valid lease.”

TO: THE COMMITTEE ON COVID-19 RECOVERY NAD NEIGHBORHOOD INVESTMENT
FROM: JURI RIPINSKY
RE: AGENDA ITEM #4
FILE: # 21 0570

We would like the Los Angeles City Attorney's office to clarify the definition of a Commercial Tenant as follows:

"A "Commercial Tenant" is defined as a Tenant in possession of, occupying and operating business out of a Commercial property, pursuant to a valid lease."

The City of Los Angeles has provided absolutely no definition of what is a Commercial Tenant.

Understandably, at the beginning of the Covid Pandemic, the City of Los Angeles quickly drafted some Tenant Eviction Moratorium language – which, in its haste, left many questions unanswered, and which was vague on many issues.

As a result, many large and wealthy Commercial tenants who could have afforded to pay rent, took advantage of the vague language, abused the system, and did not pay any rent, whatsoever.

Many other So Cal Cities have adopted language to stop such abuse. The City of Los Angeles needs to come in alignment, and set up definitions, in order to stop such abuse of the system.

The courts are severely backlogged. The last thing the courts need, is to struggle with definitions of terms (*for example: "What did the City of Los Angeles mean? What constitutes a "Commercial Tenant" ?*) Accurate definitions and clarity, would greatly reduce the courts' time and backlog.

We all want to protect the small business operator. "Mom and Pop" business operators who show up for work everyday deserve our help and protection. We have personally extended help and private loans to many "mom and pop" tenants in order to keep them in business, and they have showed up for work every day, during the Pandemic, for the past 2 years. But those businesses who are not "Mom and Pop" – the big and wealthy commercial tenants who are taking advantage of the many loopholes that the ambiguous language of the ordinance should be stopped. However, protecting "mom and Pop" operating tenants is a lot different than the abuse of the Commercial Tenant Eviction Moratorium by wealthy tenants, who can well afford to pay rent - who are gaming the system, gaming the vague ambiguity of the present Commercial Tenant Eviction Moratorium, which was drafted in 2020 - that is causing many commercial landlords to suffer without any rent payments, from wealthy tenants, who can well afford to their pay rent.

The LA City Eviction Moratorium Ordinance #186606 was hastily drafted at the beginning of the Pandemic (*when relief was needed in a hurry, and before any of us knew how commercial tenants would react*), and LA City did not update or supplement this ordinance since May of 2020 (see last attachment) – unlike LA County and most So Cal cities, which have updated and supplemented many times, or in many cases terminated, their Commercial Tenant Eviction

Moratoriums (*Santa Monica and Culver City city councils have both voted to terminate the Commercial tenant Eviction Moratoriums – Culver City effective July of 2022*).

The courts are terribly clogged – trying to figure out what to do with the vague language in the LA City Eviction Moratorium Ordinance #186606. It would save the courts, and many parties to cases in front of the courts, tremendous time and money, if clarity could be brought to some of the language. Big, wealthy tenants are not using many of these commercial spaces, not operating, at all – but freezing these spaces, because the current vague language of the ordinance does not prohibit them from doing so, without any repercussions.

Big Law Firms, who are retained by big wealthy commercial tenants, are making a lot of money – gaming the system, and taking advantage of the vague language of the moratorium – to avoid paying any rent at all. In the meanwhile, the landlord's are without money, the state and city is without the taxes on rental revenue, the state and city is without sales tax, because these unused spaces are not operating and not generating sales.

The below is just one example of important clarifications that are needed to fix the problem.

As just one example: the LA City Eviction Moratorium Ordinance #186606 does not even contain a definition of a what is a “Commercial Tenant” (*unlike many other So Cal cities that have gone to a great degree of detail to give direction to the courts and to landlords and tenant - see the below and the attached*).

Understandably, the LA City ordinance was drafted in a hurry, at the beginning of the Pandemic, at a time when something had to be done quickly. However – we are now ...2 years later – and this needs to be fixed.

Many So Cal cities, such as: Santa Monica, West Hollywood, Culver City, Long Beach, and LA County have voted to end the Commercial Tenant Eviction Moratorium. This vote to end the Commercial Tenant Eviction Moratorium came after the cities implemented many supplemental ordinances, which refined and clarified the initial language that was first drafted by each city in 2022, at the inception of the pandemic.

The least that LA City can do is to update and clarify the Commercial Tenant Eviction Moratorium to stop abuse.

The below is just one simple fix that could be implemented immediately.

I am happy to discuss many others, as well.

Would you please have your committee, at least, get the below definition implemented.

“A “Commercial Tenant” is defined as a Tenant in possession of, occupying and operating business out of a Commercial property, pursuant to a valid lease.”

Below are just a few examples of how a few LA Municipalities (Los Angeles County and Culver City) have supplemented and updated definitions and ordinances to be more accurate, and to give courts clearer direction (prior to their vote to end the Commercial Tenant Moratorium). In fact, these definitions and directions have been supplemented, amended and refused several times since the outbreak of Covid. Whereas the City of Los Angeles has not taken the time to produce any definitions of clarity.

CULVER CITY

Eighth Amended Rules and Implementation Measures Regarding Commercial Eviction Moratorium Issue Date: February 25, 2021

**Eighth Amended Rules and Implementation Measures
Regarding Commercial Tenant Eviction Moratorium Established
by the March 20, April 7, April 28, May 19 (Revised May 26), August 4,
September 17, and November 12, 2020, and February 25, 2021 COVID-19 Public
Orders; Urgency Ordinance Nos. 2020-006 and 2020-007; and Resolution Nos.
2020-R020, 2020-R028, 2020-R042, 2020-R080, 2020-R092 and 2020-R115.
Issue Date: February 25, 2021**

Page 3 & 4:

Last Paragraph of Page 3 (to modify the definition of “Commercial Tenant”.....)

On February 22, 2021, the City Council considered recommendations from the Economic Development Subcommittee with regard to proposed modifications to the CTEM and directed the City Manager (1) to extend the CTEM through the end of the Local Emergency; (2) to modify the definition of “Commercial Tenant” to exclude, effective March 1, 2021, any company that, together with that company’s parent, subsidiary, affiliated, and related companies, employed 200 or more employees on March 20, 2020; (3) effective April 1, 2021, to require commercial tenants to pay 25% of the current rent due each month in order to qualify for eviction protection under the CTEM; and (4) to refer landlords and tenants to mediation services at LA Represents, a coalition of law firms, bar associations and attorneys who will provide COVID-19-related legal services free of charge as part of their pro bono commitments. The City Council further directed staff to use its discretion to enhance the documentation requirements of the CTEM Implementation Measures in order to facilitate a clearer understanding of those requirements by landlords and tenants.

Page 4 & 5:

Section 1. A. (Definitions of “Affected Tenant”)

A. “Affected Tenant” means a Commercial Tenant who is unable to pay their Rent due to circumstances related to the COVID-19 pandemic, including loss of income due to a COVID-19 related workplace closure, child care expenditures due to school closures, health care expenses related to being ill with COVID-19, expenses or loss of income due to caring for a member of the tenant’s household who is ill with COVID-19, or reasonable expenditures that stem from government ordered emergency measures.

Section 1. D. (Definitions of “Commercial Tenant”)

D. “Commercial Tenant” means any individual, agency, association, branch, corporation, estate, group, partnership, or other entity or organization entitled by

Lease or by sufferance, to the use or occupancy of a Commercial Property, provided that such person holds a valid business license issued by the City of Culver City, unless exempt from business license requirements under the Culver City Municipal Code. Effective June 1, 2020, "Commercial Tenant" shall not include a multi-national company, publicly traded company, or a company that employed 200 or more employees on March 20, 2020. Effective March 1, 2021, "Commercial Tenant" shall not include a multi-national company, publicly traded company, or a company that, together with that company's parent, subsidiary, affiliated, and related companies, employed 200 or more employees on March 20, 2020.

Page 6:

See Section 3. B (Application)

B. Effective April 1, 2021, in order to qualify as an Affected Tenant and receive the protections of the Eviction Moratorium, a Commercial Tenant shall not only satisfy the Notice and Documentation conditions set forth in Sections 5 and 6 of these Implementation Measures, but also pay to the Landlord at least 25% of the Rent due for the current month. For example, if a Commercial Tenant's Rent is \$10,000 per month the Commercial Tenant must pay a minimum of \$2,500 (\$10,000 x 25%) per month throughout the remainder of the Moratorium Period in order to remain qualified as an Affected Tenant. If a Landlord and Commercial Tenant have entered into a written agreement regarding the payment of current Rent, such agreement shall supersede and be deemed to satisfy this condition. No payment of past-due Rent is required during the Moratorium Period to qualify as an Affected Tenant.

Page 8 & 9:

Section 5 (Notice)

Section 6 (Documentation)

Section 5. Notice. Except as otherwise provided in Section 3.B, a Landlord who has knowledge that an Affected Tenant cannot pay some or all of the Rent for the reasons set forth in Section 4.A.2 shall not serve a Notice of Termination, file or prosecute an unlawful detainer action under Code of Civil Procedure Sections 1161 and 1161.1 or otherwise seek to evict an Affected Tenant for nonpayment of Rent. For purposes of this Section, a Landlord shall be presumed to have "knowledge" of an Affected Tenant's inability to pay Rent within the meaning of the Public Order if the Affected Tenant, within 30 days after the date that Rent is due, notifies the Landlord in writing of the Affected Tenant's inability

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to pay full Rent for any of the reasons set forth in Section 4.A.2 of these Implementation Measures, and provides documentation to support the claim. For purposes of this Section, "in writing" includes email or text communications to the Landlord or the Landlord's representative with whom the Affected Tenant has previously corresponded by email or text. The notice and documentation required by this Section must be provided each and every month an Affected Tenant has an inability to pay full Rent.

Section 6. Documentation. One or more of the following documents, appropriate to the circumstances, may be used to create a rebuttable presumption that the Commercial Tenant has met the documentation requirement set forth in Section 5 of these Implementation Measures and qualifies as an Affected Tenant; however, the listed documents are not the exclusive form of documentation that may be used to create a rebuttable presumption that the Commercial Tenant qualifies as an Affected Tenant and

is entitled to the protections of the Public Order:

- A. Financial statements or profit and loss statements certified by the Commercial Tenant, showing a decline in gross business income and/or increase in expenses;
- B. Bank statements, showing a decline in gross business income and/or increase in expenses;
- C. A letter from an accountant with sufficient information to demonstrate an inability to pay rent due to COVID-19 related circumstances, including loss of income and/or increased expenses.
- D. Written records, such as showing a reduction in operating hours, reduction in sales, temporary closures, or other identifiable impacts of COVID-19 on the Commercial Tenant's operations;
- E. Applicable federal, state and local health officer and public orders which demonstrate restrictions on business activity applicable to the Affected Tenant;
- F. Written communication from the Commercial Tenant's outside employer citing COVID-19 as a reason for reduced work hours, suspension of wages, or termination;
- G. Paycheck stubs and time cards from the Commercial Tenant's outside employment;
- H. Notification from a school declaring a school closure related to COVID-19 or other public notice of a school closure;
- I. Proof of out-of-pocket medical expenses;
- J. Proof of out-of-pocket childcare expenses;
- K. Proof of COVID-19 medical care or medical quarantine.

All documentation submitted in accordance with this Section 6 shall be accompanied by a written statement by a principal of the Commercial Tenant, certifying that the information provided is true, correct, accurate and complete.

Page 10:

Section 7 (Affirmative Defense):

Section 7. Affirmative Defense. Each Landlord that seeks to terminate a tenancy of an Affected Tenant must comply with the Public Order and these Implementation Measures. Non-compliance with any applicable provision of the Public Order or these Implementation Measures shall constitute an affirmative defense against an unlawful detainer action under California Code of Civil Procedure Sections 1161 and 1161.1, as amended. To assert this defense, an Affected Tenant shall have provided their Landlord with the notice and written documentation required by Sections 5 and 6 of these Implementation Measures, or other objectively verifiable information, establishing that the Affected Tenant's inability to pay Rent is due to one or more of the circumstances described in Section 4.A

**Thirty-Fourth Supplement to Public Order Under
City of Culver City Emergency Authority
Issue Date: February 25, 2021**

**Subject: Extension of and Modifications to Commercial Tenant Eviction
Moratorium**

Page 4 & 5:

Section 2 -3 (definition of Commercial Tenant):

2. The definition of Commercial Tenant shall be amended as follows:

"Commercial Tenant" means any individual, agency, association, branch, corporation, estate, group, partnership, or other entity or organization entitled by Lease or by sufferance, to the use or occupancy of a Commercial Property, provided that such person holds a valid business license issued by the City of Culver City, unless exempt from business license requirements under the Culver City Municipal Code. Effective June 1, 2020, Page 5 of 6

"Commercial Tenant" shall not include a multi-national company, publicly traded company, or a company that employed 200 or more employees on March 20, 2020. Effective March 1, 2021, "Commercial Tenant" shall not include a multi-national company, publicly traded company, or a company that, together with that company's parent, subsidiary, affiliated, and related companies, employed 200 or more employees on March 20, 2020.

3. Effective April 1, 2021, commercial tenants shall be required to pay 25% of the current rent due in order to qualify for eviction protection under the Commercial Tenant Eviction Moratorium.

Page 5:

Section 5 (CTEM Implementation Measures shall be amended)

5. The CTEM Implementation Measures shall be amended to:

- a. Further enhance the documentation needed for a tenant to demonstrate an inability to pay rent due to COVID-19 related circumstances, and to facilitate a clearer understanding of such requirements by landlords and tenants.
- b. Further clarify that it is the intent of the CTEM to protect Commercial Tenants from eviction due to an inability to pay rent due to COVID-19-related circumstances, provided that they meet certain conditions of the CTEM and its Implementation Measures; and it is not the intent of the CTEM to preclude a landlord from seeking payment, by other lawful means, of current rent due or back rent owed.

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 3, 2020
June 4, 2020
June 23, 2020
July 21, 2020
November 16, 2020

Page 3:

Section 4.11 & Section 5.2 & 5.3:

4.11 "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

5.2. 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, 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.

Page 8:

Section 6.6 C (Commercial Tenants...)

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. 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.

LOS ANGELES COUNTY

MOTION BY SUPERVISORS SHEILA KUEHL AND HILDA L. SOLIS

September 28, 2021

Convert the County's Eviction Moratorium to the County's COVID-19 Tenant Protections Resolution, and Update the Resolution to Extend, Clarify, and Gradually Phase Out Temporary Emergency Protections that Serve as Affirmative Defenses for Commercial and Residential Tenants

Page 8:

N. "Tenant" includes all of the following:

1. Tenants of a rental unit.
2. Tenants who rent space or a lot in a mobilehome park.
3. Tenants of commercial property, as defined in subdivision (c) of Section 1162 of the Civil Code, including, but not limited to, a commercial tenant using a property as a storage facility for commercial purposes. The following tenants of commercial property are excluded from the protections of this Moratorium:
 - a. Effective June 1, 2020, commercial tenants that are multinational, publicly-traded, or have more than 100 employees.

Page 10

Section V A. 1. a

a. Moratorium Period. Commercial Tenants who are unable to pay rent incurred during the Moratorium Period are protected from eviction under this Moratorium, so long as the reason for nonpayment is Financial Impacts Related to COVID-19, and the commercial Tenant provides notice to the Landlord to this effect within the timeframe specified in this Paragraph V.
Effective June 22, 2021.

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Section V B.2.

B. Tenant Certification.

1. Residential Tenants. Residential Tenants seeking protection under this Moratorium, may provide, and Landlords must accept, a self certification of inability to pay rent, and are required to provide notice to the Landlord to this effect within the timeframe specified in this Paragraph V, unless otherwise specified.

2. Commercial Tenants.

a. Commercial Tenants with nine (9) employees or fewer, may provide, and Landlords must accept, a self-certification of inability to pay rent, and are required to provide notice to the Landlord to this effect within the timeframe specified in this Paragraph V.

b. Commercial Tenants with ten (10) or more, but fewer than 100, employees must provide written documentation

demonstrating financial hardship, along with notice of inability to pay rent, to the Landlord within the timeframe specified in this Paragraph.



CITY MANAGER'S OFFICE

CITY OF CULVER CITY

9770 CULVER BOULEVARD, CULVER CITY, CALIFORNIA 90232-0507

(310) 253-6000

FAX (310) 253-6010

JOHN M. NACHBAR
CITY MANAGER

**Eighth Amended Rules and Implementation Measures
Regarding Commercial Tenant Eviction Moratorium Established
by the March 20, April 7, April 28, May 19 (Revised May 26), August 4,
September 17, and November 12, 2020, and February 25, 2021 COVID-19 Public
Orders; Urgency Ordinance Nos. 2020-006 and 2020-007; and Resolution Nos.
2020-R020, 2020-R028, 2020-R042, 2020-R080, 2020-R092 and 2020-R115.**

Issue Date: February 25, 2021

BACKGROUND:

On March 16, 2020, the City Manager, under the authority of Culver City Municipal Code (CCMC) Section 3.09.020, as the Director of Emergency Services, issued a Public Order enacting City measures to protect members of the public and City workers from undue risk of COVID-19 ("March 16 Order") and on March 20, 2020 issued a First Supplement to Public Order ("March 20 Order"). Section 2 of the March 20 Order included, among other things, the following order ("**Commercial Tenant Eviction Moratorium**"):

"[N]o landlord shall evict a commercial tenant in the City of Culver City during this local emergency period if the tenant is able to show an inability to pay rent due to circumstances related to the COVID-19 pandemic. These circumstances include:

- A. loss of income due to a COVID-19 related workplace closure;*
- B. child care expenditures due to school closures;*
- C. health care expenses related to being ill with COVID-19;*
- D. expenses or loss of income due to caring for a member of the tenant's household who is ill with COVID-19; or*
- E. reasonable expenditures that stem from government-ordered emergency measures.*

Nothing in this Section 2 shall be construed to mean that the commercial tenant will not still be obligated to pay lawfully charged rent as provided below. Tenants will have up to six months following the expiration of the local emergency period to repay any back due rent. Commercial tenants may use the protections afforded in this Section 2 as an affirmative defense in an unlawful detainer action. The moratorium on evictions imposed by this subsection shall remain in effect during the pendency of the local emergency period, but will not apply in cases where eviction is necessary to address an imminent and objectively verifiable threat to the health and

safety of tenant or tenant's employees, landlord or landlord's employees, or neighboring businesses or residents.”

On March 18 and March 26, 2020, the City Council adopted urgency ordinances (Ordinance No. 2020-006 and Ordinance No. 2020-007), confirming the March 16 Order and March 20 Order, respectively, pursuant to CCMC Section 3.09.020.B.1.h(2).

On April 7, 2020 the City Manager issued a Fifth Supplement to Public Order extending the Commercial Eviction Moratorium through May 31, 2020 (“April 7 Order”), which was confirmed by City Council Resolution No. 2020-R020 on April 13, 2020.

On April 27, 2020, the City Council considered whether to extend the period for the payment of unpaid rent to 12 months. Finding there to be a public interest in ensuring tenants have a sufficient recovery period once the Residential Tenant Eviction Moratorium has expired, preserving and increasing housing security and stability, and preventing residents from falling into homelessness due to the COVID-19 health crisis, the City Council directed the City Manager to extend the period for the payment of unpaid rent to 12 months.

On April 28, 2020, the City Manager issued a public order consistent with the City Council’s April 27th direction (“April 28 Order”), which was confirmed by City Council Resolution No. 2020-R028 on May 11, 2020.

On May 18, 2020, in light of the slow recovery period before businesses are able to go fully reopen have the income to pay rent, the City Council directed the City Manager to extend the Commercial Tenant Eviction Moratorium through August 31, 2020 or the termination of the local emergency proclaimed by the City on March 14, 2020 (“Local Emergency”), whichever occurs earlier. The City Council further directed the City Manager to exclude from the Commercial Tenant Eviction Moratorium multi-national companies, publicly traded companies, or companies that employ 200 or more employees; and reduce the grace period for the repayment of Back Rent from 12 months to 6 months for commercial tenants that have 10 or more, but less than 200, employees.

On May 19, 2020, the City Manager issued a public order consistent with the City Council’s May 18th direction (“May 19 Order”).

Also, on May 18, 2020, the City Council directed the City Manager to amend these Implementation Measures to include provisions to encourage and incentivize a landlord and tenant to mutually agree to a plan for the payment of Back Rent over the applicable grace period.

On May 26, 2020, the City Council amended the May 19 Order to strike/delete Section 4, which reduced the grace period for the repayment of Back Rent from 12 months to 6 months for commercial tenants that have 10 or more, but less than 200, employees.

On August 3, 2020, the City Council discussed that although the City is in a “recovery” period, recent closures will have a significant financial impact on many individuals and businesses. While some people have been able to go back to work or reopen a business, many others are still out of work and many businesses have been ordered to close once again. As a result, it will be a slow financial recovery and may be challenging for many tenants, both residential and commercial, to begin paying rent on September 1, 2020. As such, the City Council directed the City Manager to extend the Commercial Tenant Eviction Moratorium to September 30, 2020.

On August 4, 2020, the City Manager issued a public order consistent with the City Council’s August 3rd direction (“August 4 Order”).

On September 14, 2020, the City Council discussed the continuing financial impact on many businesses and the need to protect the City’s commercial tenants from eviction, and directed the City Manager to extend the Commercial Tenant Eviction Moratorium to January 31, 2021. The City Council further directed staff to work with the Economic Recovery Task Force (ERTF) to explore potential classifications or modifications to the current moratorium relative to reopening parameters outlined by the State and County.

On September 16, 2020, the City Manager issued a public order consistent with the City Council’s September 14th direction (“September 16 Order”).

On November 9, 2020, the City Council discussed the ERTF’s comments and recommendations regarding the Commercial Tenant Eviction Moratorium with the goal of determining if modifications to the CTEM could facilitate current rent payment and reduce large and likely untenable payments triggered at the termination of the CTEM and expiration of the 12-month grace period for the repayment of back rent. After thorough deliberation of the matter, the City Council (1) determined that further discussion and analysis is needed and directed staff to work with the City Council Economic Development Subcommittee on the issues of (a) potential mediation program, (b) redefining rent to exclude common area maintenance (CAM) fees, (c) tiered payment structure, and (d) increased advocacy for federal and state forbearance intervention; (2) directed staff to return to City Council in January 2021 for further discussion of the CTEM; and (3) directed the City Manager to extend the CTEM through March 31, 2021.

On November 12, 2020, the City Manager issued a public order extending the CTEM to March 31, 2020, consistent with the City Council’s November 9th direction (“November 12 Order”).

On February 22, 2021, the City Council considered recommendations from the Economic Development Subcommittee with regard to proposed modifications to the CTEM and directed the City Manager (1) to extend the CTEM through the end of the Local Emergency; (2) **to modify the definition of “Commercial Tenant” to exclude, effective**

March 1, 2021, any company that, together with that company's parent, subsidiary, affiliated, and related companies, employed 200 or more employees on March 20, 2020; (3) effective April 1, 2021, to require commercial tenants to pay 25% of the current rent due each month in order to qualify for eviction protection under the CTEM; and (4) to refer landlords and tenants to mediation services at LA Represents, a coalition of law firms, bar associations and attorneys who will provide COVID-19-related legal services free of charge as part of their pro bono commitments. The City Council further directed staff to use its discretion to enhance the documentation requirements of the CTEM Implementation Measures in order to facilitate a clearer understanding of those requirements by landlords and tenants.

On February 25, 2021, the City Manager issued a public order extending the CTEM through termination of the Local Emergency, as determined by resolution of the City Council, consistent with the City Council's February 22nd direction ("February 25 Order").

The March 16 Order, March 20 Order, April 7 Order, April 28 Order, May 19 (Revised May 26) Order, August 4 Order, September 17 Order and November 12 Order, issued in calendar year 2020, and the February 25 Order issued in calendar year 2021, are collectively referred to as "Public Order."

Ordinance Nos. 2020-006, 2020-007 and Resolution Nos. 2020-R020, 2020-R028, 2020-R042, 2020-R080, 2020-R092 and 2020-R115 are collectively referred to as the "Emergency Measure"

AUTHORITY: Section 3.C of Ordinance No. 2020-007 provides the City Manager the authority to promulgate rules and implementation measures (collectively, "Implementation Measures") with regard to the Commercial Tenant Eviction Moratorium, which are consistent with the provisions of the Public Order and the Emergency Measure.

IMPLEMENTATION MEASURES:

Section 1. Definitions. For purposes of the Public Order, Emergency Measure, and these Implementation Measures, the following definitions shall apply:

- A. "Affected Tenant" means a Commercial Tenant who is unable to pay their Rent due to circumstances related to the COVID-19 pandemic, including loss of income due to a COVID-19 related workplace closure, child care expenditures due to school closures, health care expenses related to being ill with COVID-19, expenses or loss of income due to caring for a member of the tenant's household who is ill with COVID-19, or reasonable expenditures that stem from government-ordered emergency measures.

- B.** “Back Rent” means that portion of Rent owed by an Affected Tenant that remains unpaid upon expiration of the Moratorium Period.
- C.** “Commercial Property” means real property, including any part, portion, or unit thereof, and any related facilities, space, or services, except the following:
- i. Any dwelling unit as defined in Civil Code Section 1940.
 - ii. Any dwelling unit in any mobilehome park, as defined in Health and Safety Code Section 18214.
 - iii. Any recreational vehicle as defined in Civil Code Section 799.24.

Commercial Property may include but is not limited to retail, office, industrial, manufacturing, assembly, warehousing, hotels, motels, and special uses such as gas stations, theaters, bowling alleys, health care facilities, nursing facilities, child care centers, and schools.

- D.** “Commercial Tenant” means any individual, agency, association, branch, corporation, estate, group, partnership, or other entity or organization entitled by Lease or by sufferance, to the use or occupancy of a Commercial Property, provided that such person holds a valid business license issued by the City of Culver City, unless exempt from business license requirements under the Culver City Municipal Code. Effective June 1, 2020, “Commercial Tenant” shall not include a multi-national company, publicly traded company, or a company that employed 200 or more employees on March 20, 2020. Effective March 1, 2021, “Commercial Tenant” shall not include a multi-national company, publicly traded company, or a company that, together with that company’s parent, subsidiary, affiliated, and related companies, employed 200 or more employees on March 20, 2020.
- E.** “Landlord” means an owner, lessor, or sublessor who receives or is entitled to receive Rent for the use and occupancy of a Commercial Property and the agent, representative, or successor of any of the foregoing.
- F.** “Lease” means the written or oral agreement setting forth the terms and conditions of the Commercial Tenant’s use or occupancy of the Commercial Property.
- G.** “Moratorium Period” means the term of the Public Order, which currently expires upon the termination of the Local Emergency, as determined by resolution of the City Council.
- H.** “Notice of Termination” means any notice, including notice given under Code of Civil Procedure Section 1161, informing a Commercial Tenant of the termination of its tenancy for nonpayment of Rent.

- I. "Rent" means the sum of all monetary payments and all nonmonetary consideration demanded or received by a Landlord from a Commercial Tenant for the use or occupancy of the Commercial Property, including the Commercial Tenant's access to and use of services provided by the Landlord related to the use or occupancy of the Commercial Property. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered.

Section 2. Scope. The Public Order applies to Affected Tenants of every Commercial Property located in the City of Culver City and Landlords of Affected Tenants.

Section 3. Application.

- A. The Eviction Moratorium shall apply to every Notice of Termination, eviction notice, and unlawful detainer action for non-payment of Rent brought under Code of Civil Procedure Sections 1161 and 1161.1, seeking to recover occupancy of a Commercial Property occupied by an Affected Tenant, regardless of the date it is served or filed, if the Commercial Property has not been permanently vacated as of the effective date of Ordinance No. 2020-007 (March 26, 2020).
- B. **Effective April 1, 2021, in order to qualify as an Affected Tenant and receive the protections of the Eviction Moratorium, a Commercial Tenant shall not only satisfy the Notice and Documentation conditions set forth in Sections 5 and 6 of these Implementation Measures, but also pay to the Landlord at least 25% of the Rent due for the current month.** For example, if a Commercial Tenant's Rent is \$10,000 per month the Commercial Tenant must pay a minimum of \$2,500 ($\$10,000 \times 25\%$) per month throughout the remainder of the Moratorium Period in order to remain qualified as an Affected Tenant. If a Landlord and Commercial Tenant have entered into a written agreement regarding the payment of current Rent, such agreement shall supersede and be deemed to satisfy this condition. No payment of past-due Rent is required during the Moratorium Period to qualify as an Affected Tenant.
- C. Commercial Tenants should pay all or partial Rent if they are financially able to do so, and are encouraged to pay Rent which came due but was unpaid during the Moratorium Period as soon as they are financially able to do so.
- D. The Eviction Moratorium shall not apply in cases where eviction is necessary to address an imminent and objectively verifiable threat to the health and safety of the Affected Tenant, or the Affected Tenant's employees, the Landlord or the Landlord's employees, or neighboring businesses or residents. In such cases, the Landlord must give written notice to the Affected Tenant and to the Economic Development Division of the City of Culver City, describing in detail the nature of the imminent threat, the reason eviction is necessary to address

the threat, and the steps taken by Landlord to avoid eviction. The Economic Development Division may request additional documentation and may order suspension of the eviction process if it determines, in its reasonable discretion, that the eviction is unnecessary.

- E.** The Public Order and these Implementation Measures do not in any way diminish, nullify or supersede provisions, including but not limited to, Force Majeure provisions, in the Affected Tenant's Lease that entitle the Affected Tenant to additional protections, rights and benefits regarding the payment of Rent and such provisions continue to be fully enforceable by the Affected Tenant according to their terms.
- F.** **The Public Order and these Implementation Measures do not in any way preclude a Landlord from seeking payment, by other lawful means, of Rent or Back Rent.**

Section 4. Prohibitions.

- A.** **No landlord shall evict a Commercial Tenant in the City of Culver City during the Moratorium Period, if the Commercial Tenant is able to show:**
 - 1.** **an inability to pay Rent; and**
 - 2.** **such inability to pay Rent is due to circumstances related to the COVID-19 pandemic, which include one or more of the following:**
 - a.** Loss of income due to a COVID-19 related workplace closure or partial closure
 - b.** Childcare expenditures due to school closures;
 - c.** Health care expenses related to being ill with COVID-19;
 - d.** Expenses or loss of income due to caring for a member of the tenant's household who is ill with COVID-19; or
 - e.** Reasonable expenditures that stem from government-ordered emergency measures.
- B.** Loss of income includes, but is not necessarily limited to, loss of business income from the Commercial Property and loss of personal income from the Commercial Tenant's outside employment.
- C.** A Landlord is prohibited from charging or collecting late charges, fees or interest when an Affected Tenant is unable to pay Rent during the Moratorium Period for the reasons set forth in Section 4.A.2.

- D.** A Landlord may not unreasonably prohibit an Affected Tenant's subleasing of the Commercial Property or assignment of the Lease. The Landlord must provide a written statement of the reasons for prohibiting subleasing or assignment and provide a copy to the Affected Tenant and the Economic Development Division.
- E.** If the term of a Commercial Tenant's Lease expires during the Moratorium Period but the Commercial Tenant is unable to remove their personal property due to circumstances related to the COVID-19 pandemic, the Landlord may not attempt to collect holdover Rent during the Moratorium Period.
- F.** A Landlord may not use the eviction process to seek Rent that is delayed for the reasons set forth in Section 4.A.2 and these Implementation Measures. A Landlord may not engage in constructive eviction of an Affected Tenant, such as denying access to the Commercial Property or actions caused directly by Landlord or by a person or circumstance within Landlord's control, whereby the property is rendered wholly or substantially unsuitable for the use for which it was leased.
- G.** Nothing in the Public Order or these Implementation Measures relieves Landlord or the Affected Tenant from (i) making payments to third parties as may be required by the Affected Tenant's Lease, such as paying taxes or assessments, or (ii) performing their respective non-monetary obligations as may be required by the Affected Tenant's Lease, such as performing maintenance and repairs or providing utilities and other services.
- H.** Nothing in the Public Order or these Implementation Regulations nullifies or supersedes the Affected Tenant's right to early termination under the terms of the Lease or relieves the Affected Tenant of its other obligations under the Lease relating to early termination.
- I.** Until the expiration of the 12-month grace period, a Landlord may not use the eviction process to seek Back Rent from an Affected Tenant who was unable to pay Rent during the Moratorium Period for the reasons set forth in Section 4.A.2.

Section 5. Notice. Except as otherwise provided in Section 3.B, a Landlord who has knowledge that an Affected Tenant cannot pay some or all of the Rent for the reasons set forth in Section 4.A.2 shall not serve a Notice of Termination, file or prosecute an unlawful detainer action under Code of Civil Procedure Sections 1161 and 1161.1 or otherwise seek to evict an Affected Tenant for nonpayment of Rent. For purposes of this Section, a Landlord shall be presumed to have "knowledge" of an Affected Tenant's inability to pay Rent within the meaning of the Public Order if the Affected Tenant, within 30 days after the date that Rent is due, notifies the Landlord in writing of the Affected Tenant's inability

to pay full Rent for any of the reasons set forth in Section 4.A.2 of these Implementation Measures, and provides documentation to support the claim. For purposes of this Section, “in writing” includes email or text communications to the Landlord or the Landlord’s representative with whom the Affected Tenant has previously corresponded by email or text. The notice and documentation required by this Section must be provided each and every month an Affected Tenant has an inability to pay full Rent.

Section 6. Documentation. One or more of the following documents, appropriate to the circumstances, may be used to create a rebuttable presumption that the Commercial Tenant has met the documentation requirement set forth in Section 5 of these Implementation Measures and qualifies as an Affected Tenant; however, the listed documents are not the exclusive form of documentation that may be used to create a rebuttable presumption that the Commercial Tenant qualifies as an Affected Tenant and is entitled to the protections of the Public Order:

- A.** Financial statements or profit and loss statements certified by the Commercial Tenant, showing a decline in gross business income and/or increase in expenses;
- B.** Bank statements, showing a decline in gross business income and/or increase in expenses;
- C.** A letter from an accountant with sufficient information to demonstrate an inability to pay rent due to COVID-19 related circumstances, including loss of income and/or increased expenses.
- D.** Written records, such as showing a reduction in operating hours, reduction in sales, temporary closures, or other identifiable impacts of COVID-19 on the Commercial Tenant’s operations;
- E.** Applicable federal, state and local health officer and public orders which demonstrate restrictions on business activity applicable to the Affected Tenant;
- F.** Written communication from the Commercial Tenant’s outside employer citing COVID-19 as a reason for reduced work hours, suspension of wages, or termination;
- G.** Paycheck stubs and time cards from the Commercial Tenant’s outside employment;
- H.** Notification from a school declaring a school closure related to COVID-19 or other public notice of a school closure;
- I.** Proof of out-of-pocket medical expenses;
- J.** Proof of out-of-pocket childcare expenses;
- K.** Proof of COVID-19 medical care or medical quarantine.

All documentation submitted in accordance with this Section 6 shall be accompanied by a written statement by a principal of the Commercial Tenant, certifying that the information provided is true, correct, accurate and complete.

The Landlord shall provide a copy of the Affected Tenant’s documentation to the City’s Economic Development Division upon request. All medical or financial information

provided to the Landlord or the City shall be held in a separate confidential and secured file, and shall only be used for evaluating the Affected Tenant's claim. The Landlord shall retain all records pertaining to an Affected Tenant's claim for a period of at least one year and shall permit inspection and copying by the City's Economic Development Division.

Section 7. Affirmative Defense. Each Landlord that seeks to terminate a tenancy of an Affected Tenant must comply with the Public Order and these Implementation Measures. Non-compliance with any applicable provision of the Public Order or these Implementation Measures shall constitute an affirmative defense against an unlawful detainer action under California Code of Civil Procedure Sections 1161 and 1161.1, as amended. **To assert this defense, an Affected Tenant shall have provided their Landlord with the notice and written documentation required by Sections 5 and 6 of these Implementation Measures, or other objectively verifiable information, establishing that the Affected Tenant's inability to pay Rent is due to one or more of the circumstances described in Section 4.A.**

Section 8. Grace Period from Eviction for Nonpayment of Back Rent after Moratorium Period Expires.

- A. Nothing in the Public Order or these Implementation Measures shall relieve an Affected Tenant of liability for unpaid Rent or Back Rent.**
- B. A Landlord may take such actions as allowed by State and local law to collect any Back Rent that remains unpaid,** except that during the period of 12 months immediately after the expiration of the Moratorium Period, a Landlord shall not seek recovery of possession of the Commercial Property for the nonpayment of Back Rent.
- C. Without limiting a Landlord's rights, as described in Sections 3.F or 8.B above, an Affected Tenant that was unable to pay Rent during the Moratorium Period will have a period of 12 months after the expiration of the Moratorium Period to pay all Back Rent.**
- D. During the 12-month grace period, the Landlord may collect Rent as it accrues for each rental period but may not terminate the tenancy of an Affected Tenant for nonpayment of Back Rent. During the 12-month grace period, the Landlord may terminate the tenancy of an Affected Tenant for nonpayment of Rent accruing during the grace period.**
- E. If during the Local Moratorium Period the Landlord exercises a legal right to draw upon the Affected Tenant's deposit under Civil Code Section 1950.7 for payment of Rent, then the Affected Tenant may elect to have payment of Back Rent during the 12-month grace allocated to the deposit to restore the amount drawn down by the Landlord, in which case such amount shall be credited to the Back Rent owed.**

- F.** A Landlord and Affected Tenant are encouraged to mutually agree to a plan for the payment of Back Rent (“Repayment Plan”) during the 12-month grace period; however, a Landlord may not require an Affected Tenant to enter into a Repayment Plan. By mutual agreement of a Landlord and Affected Tenant, the Repayment Plan also may waive portions of what an Affected Tenant owes in Back Rent, and may grant an Affected Tenant additional time to pay Back Rent beyond the 12-month grace period.
- G.** An Affected Tenant’s failure to comply with an agreed upon Repayment Plan prior to the end of the 12-month grace period is not cause to evict. If a Landlord and Affected Tenant do not agree on a Repayment Plan, then a Landlord may have cause to evict an Affected Tenant based on the unpaid Back Rent once the 12-month grace period ends.
- H.** A Landlord is prohibited from evicting an Affected Tenant for the failure to pay Back Rent, unless a Landlord can demonstrate that, among other things required by law, prior to delivering a Notice of Termination, the Landlord offered the Affected Tenant a reasonable Repayment Plan over the 12-month grace period, beginning from the expiration of the Moratorium Period. This Section 8.H is deemed to be satisfied regardless of whether the Affected Tenant agrees to the offered Repayment Plan.
- I.** **Subject to the requirements of Section 8.H above, upon the expiration of the 12-month grace period, the Landlord may take such actions as allowed by State and local law to seek recovery of possession of the Commercial Property for the nonpayment of Back Rent.**

Section 9. Inspection and Copying of Records. Landlords must retain for a period of at least one year after expiration of the Moratorium Period all records and documents pertaining to every Notice of Termination that is given and every unlawful detainer proceeding that is commenced or prosecuted during the Moratorium Period and must permit inspection and copying of such records and documents by the Economic Development Division or its agents. For every Notice of Termination that is given and every unlawful detainer proceeding that is commenced or prosecuted based on an Affected Tenant’s failure to pay Rent during the 12-month grace period for payment of Back Rent, the relevant records and documents must be retained for a period of at least one year after expiration of the 12-month grace period.

Section 10. Retaliation and Harassment Prohibited. Retaliatory action against a Commercial Tenant for filing a complaint with the Economic Development Division (or exercising any other legal right) is prohibited under California law.

Section 11. Enforcement.

- A.** The rules and implementation measures promulgated by the City Manager, pursuant to the authority provided under the Urgency Measure, shall have the force and effect of law and may be relied upon by parties to determine their rights and responsibilities under the Public Order and the Urgency Measure.
- B.** Pursuant to the authority set forth in Ordinance No. 2020-007, notwithstanding any provision in CCMC Chapter 1.02 to the contrary, each violation of any of the provisions of the Public Order and these Implementation Measures may be subject to an administrative fine of up to \$1,000. Each separate day, or any portion thereof, during which any violation occurs or continues, constitutes a separate violation. The City's decision to pursue or not pursue enforcement of any kind shall not affect a tenant's rights to pursue civil remedies.
- C.** Any violation of any of the Public Order and these Implementation Measures may be enforced under the CCMC, which provides for criminal penalties not to exceed \$1,000 or imprisonment not to exceed six months or both.
- D.** Individual officers should use their discretion in enforcing the Public Order and these Implementation Measures and always keep the intent of the Public Order and Implementation Measures in mind.

Section 12. Voluntary Dispute Resolution. Landlords and Commercial Tenants are encouraged to work together to resolve any disputes related to the Eviction Moratorium. The parties may contact LA Represents, a coalition of law firms, bar associations and attorneys who will provide COVID-19-related legal services free of charge as part of their pro bono commitments. More information is available at <https://corona-virus.la/LARepresents>.

Section 13. Severability. If any provision of these Implementation Measures or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of these Implementation Measures that can be given effect without the invalid provision or application, and to this end the provisions of these Implementation Measures are severable.

Date: 2/25/2021



John M. Nachbar, City Manager
Director of Emergency Services
City of Culver City



JOHN M. NACHBAR
CITY MANAGER

CITY MANAGER'S OFFICE

CITY OF CULVER CITY

9770 CULVER BOULEVARD, CULVER CITY, CALIFORNIA 90232-0507

(310) 253-6000

FAX (310) 253-6010

**Thirty-Fourth Supplement to Public Order Under
City of Culver City Emergency Authority**

Issue Date: February 25, 2021

**Subject: Extension of and Modifications to Commercial Tenant Eviction
Moratorium**

On March 14, 2020, I issued a Proclamation of Local Emergency, as a result of a positive coronavirus respiratory disease (COVID-19) case in our City as well as a rapid increase in cases throughout Los Angeles County ("Local Emergency"). Since that time, I have ordered a number of additional measures to be taken across the City to protect the public and City workers from an undue risk of contracting the COVID-19 virus.

During this unprecedented time, various orders have been issued by the State of California and the Los Angeles County Department of Public Health, as well as a number of our neighboring communities, designed to protect both residential and commercial tenants from eviction during the COVID-19 pandemic.

On March 16, 2020, I issued a Public Order enacting new City measures to protect members of the public and City workers from undue risk of COVID-19, which included the imposition of a moratorium on residential tenant evictions ("Residential Tenant Eviction Moratorium" or "RTEM"). On March 27th, the RTEM was expanded in scope and extended to May 31, 2020.

Subsequently, on March 20, 2020, I issued a First Supplement to Public Order, which included protections for commercial tenants against evictions based on an inability to pay rent due to COVID-19 related circumstances ("Commercial Tenant Eviction Moratorium" or "CTEM"). The RTEM and the CTEM are collectively referred to as "Eviction Moratoria."

On April 7, 2020, as economic impacts continued, affecting both residential and commercial tenants and their ability to fulfill their financial obligations, including the payment of rent, I issued a Fifth Supplement to Public Order extending the Commercial Tenant Eviction Moratorium through May 31, 2020 to align with the Residential Tenant Eviction Moratorium.

On April 27, 2020, the City Council considered and discussed concerns of a slow financial recovery once the stay at home orders are lifted and tenants are able to go back to work or reopen a business, as the case may be, and the challenge for tenants to repay unpaid

rent that accrued during the Eviction Moratoria (“Back Rent”) while keeping up with current rent due; and the City Council directed the City Manager to extend the period for the payment of Back Rent from 6 months to 12 months, finding there to be a public interest in ensuring tenants have a sufficient recovery period once the Eviction Moratoria have expired, preserving and increasing housing security and stability, and preventing residents from falling into homelessness due to this health crisis.

On April 28, 2020, I issued an Eighth Supplement to Public Order extending the grace period within which a tenant has to repay Back Rent to 12 months after the expiration of the Eviction Moratoria, consistent with the City Council’s direction.

On May 11 and May 18, 2020, the City Council discussed possible options for including repayment plan provisions in the Eviction Moratoria, in order to ensure that tenants are not faced with unmanageable “balloon payments” at the end of the 12-month grace period, and risk eviction for nonpayment of Back Rent, and directed the City Manager to include provisions in the Eviction Moratoria to encourage and incentivize a landlord and tenant to negotiate a repayment plan over the 12-month grace period. The respective Implementation Measures for the Eviction Moratoria were updated accordingly.

Also on May 18, 2020, the City Council considered extension of the Eviction Moratoria and exceptions to the Commercial Tenant Eviction Moratorium for larger companies, and directed the City Manager to issue a public order to (1) extend the Eviction Moratoria to August 31, 2020 or the end of the Local Emergency, whichever occurs earlier; (2) exclude from the CTEM multi-national companies, publicly traded companies, or companies that employ 200 or more employees; and (3) reduce the grace period for the repayment of Back Rent from 12 months to 6 months for commercial tenants that have 10 or more, but less than 200, employees.

On May 19, 2020, I issued a Twelfth Supplement to Public Order consistent with the City Council’s direction.

On May 26, 2020, the City Council amended the May 19, 2020 Order to strike the provision, which reduced the grace period for the repayment of Back Rent from 12 months to 6 months for commercial tenants that have 10 or more, but less than 200, employees.

In late June and during the month of July, 2020, due to increases in the daily reported COVID-19 cases, hospitalizations, and the testing positivity rates, the Los Angeles County Public Health Officer issued revised orders, in alignment with the California Governor’s announcements, requiring the closure of specific activities and business sectors, superseding previous orders (which had allowed many businesses to reopen), to address the serious regression of COVID-19 indicators within Los Angeles County. Such closures of certain higher risk businesses, recreational sites, commercial properties, and activities, where more frequent and prolonged person-to-person contacts are likely to occur, superseded any previous openings permitted in Culver City.

On August 3, 2020, the City Council discussed an extension of the Eviction Moratoria based on concerns that although the City is in a “recovery” period, these recent closures will have a significant financial impact on many individuals and businesses. While some people have been able to go back to work or reopen a business, many others are still out of work and many businesses have been ordered to close once again. As a result, it will be a slow financial recovery and may be challenging for many tenants, both residential and commercial, to begin paying rent on September 1, 2020, if the current Eviction Moratoria expire on August 31, 2020. As such, the City Council directed the City Manager to extend the Eviction Moratoria to September 30, 2020.

On August 4, 2020 I issued a Twenty-Second Supplement to Public Order consistent with the City Council’s direction.

On August 31, 2020, the Governor signed AB 3088, the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020, urgency legislation which took effect immediately. The Act consists of two components, the COVID-19 Small Landlord and Homeowner Relief Act of 2020, which addresses mortgage relief; and the COVID-19 Tenant Relief Act of 2020 (“CTRA”), which addresses non-payment of rent due to COVID-19. Under AB 3088 the City’s Residential Tenant Eviction Moratorium will remain in effect until its current expiration date of September 30, 2020; however, any extension or modification would not become effective until February 1, 2021.

On September 14, 2020, the City Council discussed the status of the Eviction Moratoria and the current financial climate for Culver City’s residential and commercial tenants. Due to the preemption by AB 3088, the City Council did not direct any extension of the Residential Tenant Eviction Moratorium at this time. However, the City Council directed extension of the Commercial Tenant Eviction Moratorium through January 31, 2021. In addition, City Council directed staff to work with the Economic Recovery Task Force (ERTF) to explore potential classifications or modifications to the current moratorium relative to reopening parameters outlined by the State and County.

On September 17, 2020, I issued a Twenty-Sixth Supplement to Public Order consistent with the City Council’s direction.

During October 2020, the County of Los Angeles Public Health Officer revised its Orders and protocols to continue to phase in additional limited reopenings; however, businesses continue to experience a slow financial recovery. According to a September 2020 Economic Impact Report issued by Yelp, there has been a 34% increase in permanent business closures since mid-July. Further, there is extremely limited financial assistance available to both landlords and tenants of commercial property.

On November 9, 2020, the City Council discussed the ERTF’s comments and recommendations regarding the Commercial Tenant Eviction Moratorium with the goal of determining if modifications to the CTEM could facilitate current rent payment and reduce large and likely untenable payments triggered at the termination of the Moratorium and

expiration of the 12-month grace period for the repayment of back rent. After thorough deliberation of the matter, the City Council (1) determined that further discussion and analysis is needed and directed staff to work with the City Council Economic Development Subcommittee on the issues of (a) potential mediation program, (b) redefining rent to exclude common area maintenance (CAM) fees, (c) tiered payment structure, and (d) increased advocacy for federal and state forbearance intervention; (2) directed staff to return to City Council in January 2021 for further discussion of the CTEM; and (3) directed the City Manager to extend the CTEM through March 31, 2021.

On November 12, 2020, I issued a Thirtieth Supplement to Public Order consistent with the City Council's direction.

On February 22, 2021, the City Council considered recommendations from the Economic Development Subcommittee with regard to proposed modifications to the CTEM and directed the City Manager (1) to extend the CTEM through the end of the Local Emergency; (2) to modify the definition of "Commercial Tenant" to exclude, effective March 1, 2021, any company that, together with that company's parent, subsidiary, affiliated, and related companies, employed 200 or more employees on March 20, 2020; (3) effective April 1, 2021, to require commercial tenants to pay 25% of the current rent due each month in order to qualify for eviction protection under the CTEM; and (4) to refer landlords and tenants to mediation services at LA Represents, a coalition of law firms, bar associations and attorneys who will provide COVID-19-related legal services free of charge as part of their pro bono commitments. The City Council further directed staff to use its discretion to enhance the documentation requirements of the CTEM Implementation Measures in order to facilitate a clearer understanding of those requirements by landlords and tenants.

By virtue of the authority vested in me as the Director of Emergency Services, pursuant to the provisions of CCMC Section 3.09.020.B.1.h(2), to make and issue rules and regulations on matters reasonably related to the protection of persons, property and the environment as affected by such emergency, I hereby declare the following orders to be necessary for the protection of life and property and I hereby order ("Public Order"):

1. The Commercial Tenant Eviction Moratorium shall be extended through the termination of the Local Emergency, as determined by resolution of the City Council.
2. The definition of Commercial Tenant shall be amended as follows:

"Commercial Tenant" means any individual, agency, association, branch, corporation, estate, group, partnership, or other entity or organization entitled by Lease or by sufferance, to the use or occupancy of a Commercial Property, provided that such person holds a valid business license issued by the City of Culver City, unless exempt from business license requirements under the Culver City Municipal Code. Effective June 1, 2020,

“Commercial Tenant” shall not include a multi-national company, publicly traded company, or a company that employed 200 or more employees on March 20, 2020. Effective March 1, 2021, “Commercial Tenant” shall not include a multi-national company, publicly traded company, or a company that, together with that company’s parent, subsidiary, affiliated, and related companies, employed 200 or more employees on March 20, 2020.

3. Effective April 1, 2021, commercial tenants shall be required to pay 25% of the current rent due in order to qualify for eviction protection under the Commercial Tenant Eviction Moratorium.
4. In situations where the City is no longer able to provide assistance to a landlord and tenant in resolving their dispute, City staff may refer the parties to mediation services LA Represents: <https://corona-virus.la/LARepresents>.
5. The CTEM Implementation Measures shall be amended to:
 - a. Further enhance the documentation needed for a tenant to demonstrate an inability to pay rent due to COVID-19 related circumstances, and to facilitate a clearer understanding of such requirements by landlords and tenants.
 - b. Further clarify that it is the intent of the CTEM to protect Commercial Tenants from eviction due to an inability to pay rent due to COVID-19-related circumstances, provided that they meet certain conditions of the CTEM and its Implementation Measures; and it is not the intent of the CTEM to preclude a landlord from seeking payment, by other lawful means, of current rent due or back rent owed.
6. The CTEM Implementation Measures shall be further amended to be consistent with this Public Order in all other respects, including any amendments that may enhance the clarity of the procedures established therein.
7. All other provisions of the Commercial Tenant Eviction Moratorium not specifically amended herein shall remain in full force and effect through the termination of the Local Emergency.

Pursuant to the authority set forth in Ordinance No. 2020-007, each and every violation of the Eviction Moratoria may be subject to an administrative fine of up to \$1,000. Each separate day, or any portion thereof, during which any violation occurs or continues, constitutes a separate violation.

Any violation of this Public Order may also be enforced under the CCMC, which provides for criminal penalties not to exceed \$1,000 or imprisonment not to exceed six months or both. Individual officers should use their discretion in enforcing this Public Order and always keep the intent of this Public Order in mind.

This Public Order shall be effective immediately and shall remain in effect through the termination of the Local Emergency, as determined by resolution of the City Council. This Public Order may be superseded, amended, modified, extended or rescinded prior to termination of the Local Emergency.

Date: 02/25/2021



John M. Nachbar, City Manager
Director of Emergency Services
City of Culver City

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~~4.110 “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.

8.3

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.

MOTION BY SUPERVISORS SHEILA KUEHL AND
HILDA L. SOLIS

September 28, 2021

Convert the County’s Eviction Moratorium to the County’s COVID-19 Tenant Protections Resolution, and Update the Resolution to Extend, Clarify, and Gradually Phase Out Temporary Emergency Protections that Serve as Affirmative Defenses for Commercial and Residential Tenants

In March 2020, the County of Los Angeles adopted the County’s Eviction Moratorium, which enacted affirmative defenses against evictions for residential and commercial tenants in particular instances. In April 2020, the Judicial Council of California (JCC) instituted a prohibition on the issuance of a summons or entering of default judgments in eviction cases for residential or commercial tenants, except in instances where tenant actions cause serious health or safety impacts to the tenants, units, or community. The State also adopted residential protections for nonpayment of rent due to COVID in September 2020. State tenant protections preempt the County from reenacting local nonpayment of rent protections through March 2022. Since the JCC lifted the prohibition on eviction filings in September 2020, property owners have been able to resume eviction filings with the Courts and tenants can use the State and local protections as affirmative defenses against these filings.

The County of Los Angeles continues to make significant progress in slowing the

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spread of the novel coronavirus (COVID-19). However, while the County continues its efforts to increase vaccination rates and prevent the spread of the virus, the Board of Supervisors (Board) should consider options that will protect its residents and small business owners from highly-contagious variants of COVID-19 and the oncoming cold and flu season.

The impacts of COVID-19 continue to be felt by households and businesses across the County. More Californians have lost their jobs during the past 18 months than during the entire Great Recession. Many businesses have permanently closed or can only partially reopen with reduced staffing capacity. Thousands of residential tenants have faced housing uncertainty because they are unable to pay some or all of their rent due to lost wages or hours of work. In response to the serious health and economic impacts of the COVID-19 pandemic, the Board has issued a series of emergency orders to provide timely and necessary relief to tenants, including the County's Executive Order placing a Temporary Eviction Moratorium (Eviction Moratorium) on certain types of evictions for residential and commercial tenants impacted by the COVID-19 pandemic. The Eviction Moratorium has been extended multiple times by the Board and is currently set to expire on September 30, 2021.

On August 31, 2020, Governor Newsom signed Assembly Bill (AB) 3088 into law to provide, among other things, eviction protections to residential tenants who were unable to pay rent due to the COVID-19 emergency, subject to certain requirements. The protections offered under AB 3088 have been subsequently expanded and extended by Senate Bill (SB) 91, AB 81, and AB 832 (collectively, State's eviction protections). Additionally, the State of California (State) manages a federally-funded rent relief program to support property owners and income-qualified residential tenants who have been unable to pay rent due to financial hardships caused by the pandemic.

On June 22, 2021, the Board amended the County's Eviction Moratorium to allow limited owner move-ins into single-family homes where the tenant(s) have not suffered financial impacts from COVID-19. This provision is in line with the Board's intent to balance the needs of County residents, to remain housed during the pandemic to minimize the spread of COVID-19, with the needs of property owners who have found themselves in need of a permanent place to live during the pandemic.

This motion expands the exception for owner move-ins to: (1) include single family homes, condominium units in multi-family housing developments, mobilehome spaces, and units within a duplex or triplex where the owner owns at least 50% of the duplex or triplex (collectively, "Units"); and (2) allow the owner and/or owner's qualifying family member to use and occupy up to two Units in total as the owner's and/or owner's family member's principal residence(s), subject to certain conditions.

Most importantly, the County is preempted under the State's new eviction statute, through March 31, 2022, from enacting new or amending existing protections for residential tenants related to nonpayment of rent due to COVID-19. The County is only allowed to continue protecting its commercial tenants from such evictions for the time being. Therefore, this motion maintains existing protections offered to commercial tenants under the Resolution and a continuation of the residential protections not preempted by the State including protections against nuisance, unauthorized occupants or pets whose presence are necessitated by COVID, denial of entry by landlords, no-fault, and specific instances of owner move-ins.

While the State nonpayment of rent protections are scheduled to sunset on September 30th, 2021, it is prudent that the County continue to extend our local emergency tenant protections allowable under State law. By extending the COVID-19 tenant protections and expanding the owner move-in exception, the County can

continue to protect the health, safety, and welfare of its constituents during the COVID-19 pandemic, while recognizing the importance of allowing property owners to move into their properties, if needed. To avoid confusion, the County should change the name of the Resolution from the County Eviction Moratorium to the County COVID-19 Tenant Protections as the Resolution provides tenants with affirmative defenses against evictions; it does not prohibit property owners from filing.

WE, THEREFORE, MOVE that the Board of Supervisors approve and direct the Chair of the Board to execute the attached Resolution, approved as to form by County Counsel, which is being further amended and restated to do the following:

1. Change the name of the Resolution to the County COVID-19 Tenant Protections.
2. Extend the County COVID-19 Tenant Protections Resolution through January 31, 2022.
3. Clarify provisions in the Resolution where not preempted by State law.
4. Expand the owner move-in exception to allow property owners and/or their qualifying family members to move into up to two Units, defined above, in total as their principal residence(s), if the single family home, condominium unit, mobilehome space, duplex and/or triplex was purchased by the property owner on or before June 30, 2021, and if the following conditions are met:
 - a. The residential tenant has been and is able to pay rent and has not suffered financial impacts related to COVID-19
 - b. The property owner may only terminate a tenancy if the property owner and/or property owner's family member who will reside in the Unit(s) are similarly situated to the residential tenant(s) or residential tenant's household members who are being displaced as follows:

- i. A tenant or tenant's household member who is 62 years of age or older may only be displaced by the property owner or property owner's family member if the property owner or property owner's family member is also 62 years of age or older;
 - ii. A tenant or tenant's household member who is disabled may only be displaced by the property owner or property owner's family member if the property owner or property owner's family member is also disabled;
 - iii. A tenant or tenant's household member who is terminally ill may only be displaced by the property owner or property owner's family member if the property owner or property owner's family member is also terminally ill; and
 - iv. A tenant whose household is low-income may only be displaced by the property owner or property owner's family member if the property owner's or property owner's family member's household is also low-income.
- c. The property owner provides the tenant with at least 60 days' written notice that the property owner and/or property owner's family member will be occupying the Unit as their principal residence(s), thus requiring the tenant(s) to move out within 60 days, and the property owner provides a copy of this notice to the Department of Consumer and Business Affairs (DCBA) with proof of timely service on the tenant(s). The property owner shall provide an extension to this time period if anyone in the tenant's household residing in the Unit(s) and/or the property owner or property owner's family member who will be moving into the Unit has been

diagnosed with a suspected or confirmed case of COVID-19 within fourteen (14) days of the final date of the tenancy until all affected parties have been deemed to no longer be infectious;

- d. The property owner pays the tenant(s) relocation benefits in accordance with the applicable local jurisdiction's requirements for such owner moves or, if none, in accordance with Chapter 8.52 of the County Code;
- e. The property owner demonstrates good faith by moving into, and/or having property owner's family member who will principally reside in the Unit(s), move into the Unit(s) within 60 days of the tenant vacating the Unit(s) and live there for a minimum of thirty-six (36) consecutive months; and
- f. Not less than sixty (60) days prior to the final date of the tenancy, the property owner must disclose to DCBA, on a form approved by DCBA, the name(s) of the eligible individuals who will occupy the Unit(s), consistent with Chapter 8.52 of the County Code, as may be amended from time to time. DCBA may contact the property owner and/or the property owner's family member at any time during the property owner's and/or property owner's family member's thirty-six (36) month occupancy to confirm that the property owner and/or property owner's family member resides in the recovered Unit(s) and to obtain written verification of residency.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, HEREAFTER TO BE REFERRED TO AS "THE COUNTY OF LOS ANGELES COVID-19 TENANT PROTECTIONS RESOLUTION," FURTHER AMENDING AND RESTATING THE EXECUTIVE ORDER FOR AN EVICTION MORATORIUM DURING THE EXISTENCE OF A LOCAL HEALTH EMERGENCY REGARDING NOVEL CORONAVIRUS (COVID-19)

September 28, 2021

WHEREAS, on March 4, 2020, the Chair of the Los Angeles County Board of Supervisors ("Board") proclaimed, pursuant to Chapter 2.68 of the Los Angeles County Code, and the Board ratified that same day, the existence of a local emergency because the County of Los Angeles ("County") is affected by a public calamity due to conditions of disaster or extreme peril to the safety of persons and property arising as a result of the introduction of the novel coronavirus ("COVID-19") in Los Angeles County;

WHEREAS, also on March 4, 2020, the County Health Officer determined that there is an imminent and proximate threat to the public health from the introduction of COVID-19 in Los Angeles County, and concurrently declared a Local Health Emergency;

WHEREAS, ensuring that all people in the County continue to have access to running water during this public health crisis will enable compliance with public health guidelines advising people to regularly wash their hands, maintain access to clean drinking water, help prevent the spread of COVID-19, and prevent or alleviate illness or death due to the virus;

WHEREAS, ensuring that all customers in the County that receive power services from Southern California Edison and Southern California Gas Company (collectively, "Public Utilities") continue to have access to electricity so they are able to receive important COVID-19 information, keep critical medical equipment functioning, and utilize power, as needed, will help to prevent the spread of COVID-19 and prevent or alleviate illness or death due to the virus;

WHEREAS, on March 13, 2020, the Public Utilities announced that they will be suspending service disconnections for nonpayment and waiving late fees, effective immediately, for residential and business customers impacted by the COVID-19 emergency;

WHEREAS, on March 16, 2020, Governor Newsom issued Executive Order N-28- 20 that authorizes local governments to halt evictions of renters, encourages financial institutions to slow foreclosures, and protects renters and homeowners against utility shutoffs for Californians affected by COVID-19;

WHEREAS, on March 19, 2020, the Chair of the Board issued an Executive Order ("Executive Order") that imposed a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants impacted by COVID-19 ("Moratorium"), commencing March 4, 2020, through May 31, 2020 ("Moratorium Period");

WHEREAS, on March 21, 2020, due to the continued rapid spread of COVID-19 and the need to protect the community, the County Health Officer issued a revised Safer at Home Order for Control of COVID-19 ("Safer at Home Order") prohibiting all events

and gatherings and closing non-essential businesses and areas until April 19, 2020;

WHEREAS, on March 27, 2020, Governor Newsom issued Executive Order N-37-20 extending the period for response by tenants to unlawful detainer actions and prohibiting evictions of tenants who satisfy the requirements of Executive Order N-37-20;

WHEREAS, on March 31, 2020, the Board ratified the Chair's Executive Order and amended the ratified Executive Order to include a ban on rent increases in the unincorporated County to the extent permitted by State law and consistent with Chapter 8.52 of the Los Angeles County Code ("Code");

WHEREAS, on April 6, 2020, the California Judicial Council, the policymaking body of the California courts, issued eleven temporary emergency measures, of which Rules 1 and 2 effectively provided for a moratorium on all evictions and judicial foreclosures;

WHEREAS, on April 14, 2020, the Board further amended the Executive Order to: expand the County's Executive Order to include all incorporated cities with the County; include a temporary moratorium on eviction for non-payment of space rent on mobilehome owners who rent space in mobilehome parks; include a ban on rent increases in the unincorporated County to the extent permitted by State law and consistent with Chapters 8.52 and 8.57 of the County Code; and enact additional policies and make additional modifications to the Executive Order;

WHEREAS, COVID-19 is causing, and is expected to continue to cause, serious financial impacts to Los Angeles County residents and businesses, including the substantial loss of income due to illness, business closures, loss of employment, or reduced hours, thus impeding their ability to pay rent;

WHEREAS, displacing residential and commercial tenants who are unable to pay rent due to such financial impacts will worsen the present crisis by making it difficult for them to comply with the Safer at Home Order, thereby placing tenants and many others at great risk;

WHEREAS, while it is the County's public policy and intent to close certain businesses to protect public health, safety and welfare, the County recognizes that the interruption of any business will cause loss of, and damage to, the business. Therefore, the County finds and declares that the closure of these businesses is mandated for the public health, safety and welfare; the physical loss of, and damage to, businesses is resulting from the shutdown; and these businesses have lost the use of their property and are not functioning as intended;

WHEREAS, because homelessness and instability can exacerbate vulnerability to, and the spread of, COVID-19, the County must take measures to preserve and increase housing security and stability for Los Angeles County residents to protect public health;

WHEREAS, a County-wide approach to restricting displacement is necessary to accomplish the public health goals of limiting the spread of COVID-19 as set forth in the Safer at Home Order;

WHEREAS, based on the County's authority during a state of emergency, pursuant to Government Code section 8630 et seq. and Chapter 2.68 of the County Code, the County may issue orders to all incorporated cities within the County to provide for the protection of life and property, where necessary to preserve the public health, order, and safety;

WHEREAS, due to the continued, rapid spread of COVID-19 and the need to preserve life and property, the County has determined that continued evictions in the County and all of its incorporated cities during this COVID-19 crisis would severely impact the health, safety and welfare of County residents;

WHEREAS, loss of income as a result of COVID-19 may hinder County residents and businesses from fulfilling their financial obligations, including paying rent and making public utility payments, such as water and sewer charges;

WHEREAS, on May 12, 2020, the Board approved, and delegated authority to the Chair to execute, an Amended and Restated Executive Order that extended the Moratorium Period through June 30, 2020, unless further extended or repealed by the Board, and incorporated additional provisions;

WHEREAS, on May 12, 2020, the Board determined to reevaluate the Moratorium every thirty (30) days to consider further extensions;

WHEREAS, on June 23, 2020, the Board extended the Moratorium Period through July 31, 2020;

WHEREAS, on June 30, 2020, Governor Newsom issued Executive Order N-71-20, extending the timeframe for the protections set forth in Executive Order N-28-20, that authorized local governments to halt evictions for renters impacted by the COVID-19 pandemic through September 30, 2020;

WHEREAS, on September 1, 2020, Governor Newsom signed Assembly Bill ("AB") 3088 into law to provide immediate protections and financial relief to residential tenants, homeowners, and small landlords impacted by COVID-19, as follows:

1. Residential tenants, which includes mobilehome space renters, who are unable to pay rent between March 1, 2020, and January 31, 2021, due to financial distress related to COVID-19, including but not limited to, increased childcare or elderly care costs and health care costs, are protected from eviction as described below;

2. A landlord who serves notice on a residential tenant from March 1, 2020, through January 31, 2021, demanding payment of rent must also: (a) provide the tenant with an unsigned copy of a declaration of COVID-19-related financial distress; and (b) advise the tenant that eviction will not occur for failure to comply with the notice if the tenant provides such declaration, and additional documentation if the tenant is a high-income tenant, within fifteen (15) days;

3. A landlord may initiate an unlawful detainer action beginning October 5, 2020, if a residential tenant is unable to deliver the required declaration within the

statutory time period;

4. Until February 1, 2021, a landlord is liable for damages between \$1,000 and \$2,500 for violation of the certain requirements if the residential tenant has provided the landlord with the required declaration of COVID-19-related financial distress;

5. A residential tenant who has provided the landlord with a signed declaration must, by January 31, 2021, pay at least 25 percent of rent owed for the months of October 2020, through January 2021, inclusive; and

6. Actions adopted by local governments between August 19, 2020, and January 31, 2021, to protect residential tenants from eviction due to financial hardship related to COVID-19 are temporarily preempted, where such actions will not become effective until February 1, 2021;

WHEREAS, on January 29, 2021, Governor Newsom signed Senate Bill ("SB") 91 into law, which extends through June 30, 2021, eviction protections under AB 3088, as well as the temporary preemption of a local jurisdiction's ability to enact new or amend existing eviction protections for nonpayment of rent due to financial distress related to COVID-19;

WHEREAS, on February 23, 2021, Governor Newsom signed AB 81 into law, which further modified the eviction protections and the temporary preemption provisions of AB 3088 and SB 91;

WHEREAS, on September 1, 2020, the Board extended the Moratorium Period through October 31, 2020, and established the County's eviction protections as the baseline for all incorporated cities within Los Angeles County, including cities that have their own local eviction moratoria, to the extent the city's moratorium does not include the same or greater tenant protections as the County's Moratorium;

WHEREAS, on September 23, 2020, Governor Newsom issued Executive Order N-80-20, further extending the timeframe for the protections set forth in Executive Order N-28-20, authorizing local governments to halt evictions of commercial renters impacted by the COVID-19 pandemic, through June 30, 2021;

WHEREAS, the County's Moratorium protects residential tenants and mobilehome space renters who are unable to pay rent due to financial impacts related to COVID-19 for the period of March 1, 2020, through September 30, 2020, and rent not paid during that period must be repaid by September 30, 2021 under AB 81;

WHEREAS, in addition to other tenant protections, the County's Moratorium protects residential tenants and mobilehome space renters from eviction for nuisance on the basis of having unauthorized occupants or pets whose presence is necessitated by or related to the COVID-19 emergency, and commercial tenants from eviction who are unable to pay rent due to the COVID-19 pandemic, except where such occupancy is a threat to the public health or safety, as determined by a court of law;

WHEREAS, on January 5, 2021, the Board extended the Moratorium and its tenant protections, where not preempted, through February 28, 2021, provided greater clarity to

tenants and landlords regarding their rights and responsibilities under the Moratorium, such as harassment and retaliation protections, and added new protections to the Moratorium that would have become effective February 1, 2021; however, some of these actions were preempted by the extension of AB 3088 pursuant to SB 91 and AB 81;

WHEREAS, on February 23, 2021, the Board extended the Moratorium and its tenant protections, where not preempted, through June 30, 2021, it also removed certain tenant protections that were to take effect on February 1, 2021, due to preemption by the extension of AB 3088 pursuant to SB 91 and AB 81, authorized administrative fines and civil penalties pursuant to Chapters 8.52 and 8.57 of the County Code, temporarily increased administrative fines and civil penalties during the Moratorium Period, and provided aggrieved tenants a private right of action for violations of the Moratorium;

WHEREAS, since the start of the COVID-19 pandemic, the primary purpose of this Moratorium has been to ensure that tenants stay housed during the pandemic, thereby minimizing the risk of uncontrolled spread of COVID-19. However, this has also prevented owner move-ins where the tenant has not suffered financial impacts from COVID-19, because such tenants currently are not required to move out under the County's Moratorium;

WHEREAS, on June 22, 2021, the Board extended the Moratorium and its tenant protections through September 30, 2021, unless otherwise preempted, and has created a limited carve-out to permit owners to move into single-family homes for use and occupancy as their principal residence, subject to certain conditions, as set forth below;

WHEREAS, on June 22, 2021, this Board authorized the following additional protections for commercial tenants: (1) require landlords to give commercial tenants with nine (9) employees or fewer notice of their rights under the Moratorium; (2) expand affirmative defenses to include protection from enforcement of personal guarantees against any natural person for commercial rental debt accrued during the Moratorium Period for commercial tenants with nine (9) employees or fewer; and (3) specify that holdover and month-to-month commercial tenants, unless otherwise exempted, are protected by the Moratorium;

WHEREAS, on June 28, 2021, Governor Newsom signed AB 832 into law, which further modified the eviction protections and the temporary preemption provisions of AB 3088, AB 81, and SB 91 (collectively, "AB 3088, as amended") and extended eviction protections through September 30, 2021, as well as the temporary preemption of a local jurisdiction's ability to enact new or amend existing eviction protections for nonpayment of rent due to financial distress related to COVID-19 through March 31, 2022;

WHEREAS, while the County is ramping up its vaccination efforts to prevent the spread of the virus, the County has a continued need to protect its residents as the COVID-19 variants are increasing and prepare for the cold and flu season;

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the Board to adopt this Resolution Further Amending and Restating the Executive Order for an Eviction Moratorium ("Resolution") related to the protection of life and property; and

WHEREAS, while the State nonpayment of rent protections are scheduled to sunset on September 30, 2021, it is prudent that the County continue to extend our local emergency tenant protections not preempted by AB 3088, as amended. By extending the COVID-19 tenant protections, the County can continue to protect the health, safety, and welfare of its constituents during the COVID-19 pandemic. To avoid confusion, the County desires to change the name of the Resolution from the County Eviction Moratorium to "the County of Los Angeles COVID-19 Tenant Protections Resolution" as the Resolution provides tenants with affirmative defenses against evictions; it does not prohibit property owners from filing evictions in accordance with State law.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY PROCLAIM, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

- I. **Amendment and Restatement.** This Resolution incorporates all aspects, restrictions, and requirements of the Moratorium adopted by the Board, as ratified and amended on March 31, 2020, April 14, 2020, May 12, 2020, June 23, 2020, July 21, 2020, September 1, 2020, October 13, 2020, November 10, 2020, January 5, 2021, February 23, 2021, June 22, 2021, July 14, 2021 and September 28, 2021, and shall hereafter be referred to as "the County of Los Angeles COVID-19 Tenant Protections Resolution."
- II. **Moratorium Period.** The Moratorium Period is hereby extended through January 31, 2022. The Board will reevaluate the need for further extensions or repeal of the Moratorium Period every thirty (30) days.
- III. **Definitions.** For purposes of this Resolution, the following terms are defined as follows:
 - A. [Intentionally Left Blank.]
 - B. "Duplex" means a multi-family home that has two units on the same property under the same legal title where each unit has a separate entrance, and there is no interior connection between the units.
 - C. "Family Member" means Tenant's or Landlord's parent, child, spouse or registered domestic partner, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, or other dependent over which the Landlord has guardianship, the spouse's or registered domestic partner's parent, child, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, and other dependent over which the Tenant's or Landlord's spouse or domestic partner has guardianship.
 - D. "Financial Impacts" means any of the following:
 1. Substantial loss of household income caused by the COVID-19 pandemic;
 2. Loss of revenue or business by Tenants due to business closure;
 3. Increased costs;

4. Reduced revenues or other similar reasons impacting a Tenant's ability to pay rent due;
 5. Loss of compensable hours of work or wages, layoffs; or
 6. Extraordinary out-of-pocket medical expenses.
- E. "Landlord" includes all of the following or an agent of any of the following:
1. An owner of real property for residential and/or commercial rental purposes ("rental unit" or "unit").
 2. An owner of a mobilehome park.
 3. An owner of a mobilehome park space.
- F. "Landlord's Family Member" means a Landlord's parent, child, spouse or registered domestic partner, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, or other dependent over which the Landlord has guardianship, the spouse or registered domestic partner's parent, child, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, and other dependent over which the Landlord's spouse or domestic partner has guardianship.
- G. "Moratorium Period" means the time period commencing March 4, 2020, through January 31, 2022, unless further extended or repealed by the Board.
- H. "Multi-family Home" means a property used for residential purposes that contains more than one separate residential unit, where each unit has a separate entrance, and there is no interior connection between the units.
- I. "Personal Guarantee" means, with respect to a commercial lease for a commercial Tenant who has nine (9) employees or fewer, a term that provides for an individual who is not the Tenant to become wholly or partially personally liable for the rent, charges, or other sums required to be paid by the commercial Tenant, upon the occurrence of a default in payment. The term "Personal Guarantee" includes the execution of a separate instrument that would otherwise qualify as a Personal Guarantee if it were included within the terms of the underlying commercial lease under which rent came due, and the individual held liable for the rent is a natural person rather than a business entity.
- J. "Protected Time Period" means the time period of March 4, 2020, through September 30, 2020, during which a residential tenant or a mobilehome space renter was unable to pay rent.
- K. "Related to COVID-19" means related to any of the following:
1. A suspected or confirmed case of COVID-19, or caring for a household or family member who has a suspected or confirmed case of

COVID-19;

2. Lay-off, loss of compensable work hours, or other reduction or loss of income or revenue resulting from a business closure or other economic or employer impacts related to COVID-19;
 3. Compliance with an order or recommendation of the County's Health Officer to stay at home, self-quarantine, or avoid congregating with others during the state of emergency;
 4. Extraordinary out-of-pocket medical expenses related to the diagnosis of, testing for, and/or treatment of COVID-19; or
 5. Child care needs arising from school closures in response to COVID-19.
- L. "Residential Tenant" means a residential tenant or a mobilehome space renter.
- M. "Single-Family Home" means a stand-alone, detached residential unit separate from any other residential dwelling unit or structure. For the purposes of this Resolution, single-family home does not include accessory dwelling units (ADUs) as defined in, but not necessarily in strict compliance with the requirements of, Section 22.44.1370 of the County Code.
- N. "Tenant" includes all of the following:
1. Tenants of a rental unit.
 2. Tenants who rent space or a lot in a mobilehome park.
 3. Tenants of commercial property, as defined in subdivision (c) of Section 1162 of the Civil Code, including, but not limited to, a commercial tenant using a property as a storage facility for commercial purposes. The following tenants of commercial property are excluded from the protections of this Moratorium:
 - a. Effective June 1, 2020, commercial tenants that are multi-national, publicly-traded, or have more than 100 employees.
 - b. Effective September 1, 2020, commercial tenants of space or property located at airports.
- O. "Transition Protection Period" means the time period from October 1, 2020, through September 30, 2021, unless extended further by the State.
- P. "Triplex" means a multi-family home that has three units on the same property under the same legal title where each unit has a separate entrance, and there is no interior connection between the units.

IV. **General Applicability of Moratorium.**

A. Application. Consistent with the provisions of Paragraph V, VI, VII, and VIII, this Moratorium applies to nonpayment eviction notices, no-fault eviction notices, rent increase notices, unlawful detainer actions served and/or filed on or after March 4, 2020, and other civil actions, including, but not limited to, actions for repayment of rental debt accrued on or after March 4, 2020.

B. Jurisdiction.

1. Unincorporated County. This Resolution applies to all unincorporated areas of the County.

2. Incorporated Cities within County. Effective September 1, 2020, this Moratorium applies to incorporated cities within the County of Los Angeles pursuant to Government Code section 8630 et seq. and Chapter 2.68 of the County Code.

a. It is the intent of the County, in enacting this Moratorium, to provide uniform, minimum standards protecting Tenants during this local emergency.

b. Nothing in this Moratorium shall be construed to preclude any incorporated city within the County from imposing, or continuing to impose, greater local protections than are imposed by this Moratorium if the protections are not inconsistent with this Moratorium and are not preempted by State or federal regulations.

c. Examples of greater local protections include, but are not limited to, granting additional time for commercial Tenants to notify a Landlord of an inability to pay rent, removing a requirement that a commercial Tenant notify a Landlord of an inability to pay, removing a requirement for a commercial Tenant to provide a certification or evidence of an inability to pay rent, and expanding the prohibition on evictions of Tenants to include additional prohibited grounds for eviction.

V. **Moratorium.** A temporary moratorium on evictions of Tenants impacted by the COVID-19 crisis is imposed as follows:

A. Evictions. No Landlord shall evict a Tenant as follows:

1. Nonpayment of Rent. A Tenant shall not be evicted for nonpayment of rent, late charges, interest, or any other fees accrued if the 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.

a. Moratorium Period. Commercial Tenants who are unable to pay rent incurred during the Moratorium Period are protected from eviction under this Moratorium, so long as the reason for nonpayment is Financial Impacts Related to COVID-19, and the commercial Tenant provides notice to the Landlord to this effect within the timeframe specified in this Paragraph V. Effective June 22, 2021, a Landlord is:

- i. Required to provide notice to commercial Tenants with nine (9) employees or fewer of their rights under this Moratorium;
- ii. Prohibited from enforcing a Personal Guarantee against a commercial Tenant with nine (9) employees or fewer, arising from commercial rental debt that is the result of Financial Impacts Related to COVID-19 accrued during the Moratorium Period; and
- iii. Precluded from evicting a commercial Tenant whose tenancy is currently in a holdover or month-to-month tenancy.

b. Protected Time Period. Residential Tenants who were unable to pay rent incurred during the Protected Time Period are protected from eviction under this Moratorium, so long as the reason for nonpayment was Financial Impacts Related to COVID-19, and the Residential Tenant has provided notice to the Landlord to this effect within the timeframe specified in this Paragraph V.

c. [Intentionally Left Blank.]

d. [Intentionally Left Blank.]

2. No-Fault Termination of Tenancy or Occupancy. A Tenant shall not be evicted where grounds for terminating the tenancy or occupancy is not based on any alleged fault by the Tenant, including, but not limited to, those stated in Code of Civil Procedure section 1161 et seq., and Chapters 8.52 and 8.57 of the County Code. No-Fault termination of tenancy or occupancy also includes the intent to demolish or to substantially remodel the real property.

3. Owner Move-Ins. As of July 1, 2021, a Landlord and/or a Landlord's Family Member may, in good faith, recover possession of up to two of the following: a single-family home, a mobilehome space, condominium unit, two units within a duplex, and/or two units within a triplex (collectively, "Units") from a Residential Tenant(s) and their household members for use and occupancy by the Landlord and/or the

Landlord's Family Member as the Landlord's and/or Landlord's Family Member's principal residence(s) for at least thirty-six (36) consecutive months. Such displacement of the current Residential Tenant and Residential Tenant's household members from the Units is subject to the following conditions:

- a. Residential Tenant has been and is able to pay rent and does not have Financial Impacts Related to COVID-19;
- b. Landlord purchased the single family home, condominium unit, mobilehome space, duplex, and/or triplex at issue on or before June 30, 2021;
- c. Landlord or Landlord's Family Member must first seek to occupy a vacant Unit(s) if there are three (3) or more Units on the rental property. If no such vacant Unit(s) is available, then Landlord or Landlord's Family Member may displace the most recently occupied Unit(s) so that the Landlord or the Landlord's Family Member may move into the Unit(s);
- d. Landlord Move-In Unit Limitation. In order to evict under this subsection V.A.3., the Landlord must be a natural person and possess legal title to at least fifty percent (50%) of the single family home, mobilehome space, condominium unit, duplex, and/or triplex at issue, or be a beneficiary with an interest of at least fifty percent (50%) in a trust that owns same. A Landlord with at least fifty percent (50%), but less than one hundred percent (100%), ownership interest in a duplex or triplex may occupy only one Unit within said duplex or triplex, and a Landlord with one hundred percent (100%) ownership interest in a duplex or triplex may occupy up to two (2) Units in said duplex or triplex, for use as the Landlord's and/or the Landlord's Family Member's primary residence(s). Landlord and/or Landlord's Family Member may use and occupy up to two (2) Units in total as the Landlord's and/or Landlord's Family Member's primary residence(s), regardless of the types of Units they are;
- e. Landlord may only terminate a tenancy if the Landlord or Landlord's Family Member who will reside in the Unit is similarly situated to the Residential Tenant or Residential Tenant's household members who are being displaced, as follows:
 - i. If the Residential Tenant or one of Residential Tenant's household members is at least sixty-two (62) years of age or older, then the Landlord or Landlord's Family Member who will reside in the Unit must also be sixty-two (62) years of age or older;
 - ii. If the Residential Tenant or one of Residential Tenant's household members is a person with a disability who

- has a physical or mental impairment that limits one or more of a person's major life activities within the meaning of the California Fair Housing and Employment Act pursuant to California Government Code section 12926, then the Landlord or Landlord's Family Member who will reside in the Unit must also be a person with a disability;
- iii. If the Residential Tenant or one of Residential Tenant's household members has a terminal illness as verified by a medical care provider, then the Landlord or Landlord's Family Member who will reside in the Unit must also have a terminal illness; or
 - iv. If the Residential Tenant is a low-income household (low-income household means a household whose income does not exceed the qualifying limits for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code section 50079.5), then the Landlord or Landlord's Family Member who will reside in the Unit must also be a low-income household;
- f. Landlord provides Residential Tenant with at least sixty (60) days' written notice that Landlord or Landlord's Family Member will be occupying the Unit as their principal residence, thus requiring Residential Tenant to vacate the Unit within sixty (60) days, and Landlord provides a copy of said notice to the Department of Consumer and Business Affairs ("DCBA") with proof of timely service on the Residential Tenant. The Landlord shall provide an extension to this time period if anyone in the Residential Tenant's household residing in the Unit and/or anyone in the Landlord's or Landlord's Family Member's household who will be moving into the Unit has been diagnosed with a suspected or confirmed case of COVID-19 within fourteen (14) days of the final date of the tenancy until all affected parties have been deemed to no longer be infectious. Landlord demonstrates good faith by moving into, or having Landlord's Family Member who will principally reside in the Unit move into, the Unit within sixty (60) days of Residential Tenant vacating the Unit and living in the Unit as Landlord's or Landlord's Family Member's principal residence for at least thirty-six (36) consecutive months;
- g. Landlord pays the Residential Tenant relocation assistance. The amount of relocation assistance shall be as set forth in the regulations, executive orders, or municipal code of the

entry into the rental unit. Such measures must account for: the Residential Tenant notifying Landlord that the Residential Tenant, or a member of the household, has or believes in good faith to have been recently exposed to COVID-19; or the Residential Tenant notifying Landlord that the Residential Tenant, or a member of the household, is at a higher risk for more serious complications from COVID-19.

- iii. A Landlord who enters the rental unit shall promptly leave the rental unit if the Residential Tenant revokes permission to enter because of the Landlord's failure to observe appropriate social distancing, cleaning, and sanitization measures.
- c. For purposes of this subsection only, "Landlord" includes, but is not limited to, any person authorized by the Landlord to enter the rental unit, such as maintenance personnel, a prospective buyer, or a prospective tenant.
- 6. Notwithstanding (1) through (5), above, or any other provision of this Moratorium, this Moratorium shall not apply where the eviction is necessary to maintain compliance with the requirements of Civil Code section 1941.1, Health and Safety Code sections 17920.3 or 17920.10, or any other applicable law or government order concerning the safety or habitability of rental units, or where the Tenant's occupancy is otherwise a threat to the public health or safety as determined by a court of law.

B. Tenant Certification.

- 1. Residential Tenants. Residential Tenants seeking protection under this Moratorium, may provide, and Landlords must accept, a self-certification of inability to pay rent, and are required to provide notice to the Landlord to this effect within the timeframe specified in this Paragraph V, unless otherwise specified.
- 2. Commercial Tenants.
 - a. Commercial Tenants with nine (9) employees or fewer, may provide, and Landlords must accept, a self-certification of inability to pay rent, and are required to provide notice to the Landlord to this effect within the timeframe specified in this Paragraph V.
 - b. Commercial Tenants with ten (10) or more, but fewer than 100, employees must provide written documentation demonstrating financial hardship, along with notice of inability to pay rent, to the Landlord within the timeframe specified in this Paragraph V.

- C. Repayment of Rent. Unpaid rent incurred during the Moratorium Period shall be repaid pursuant to the following:
1. Repayment by Residential Tenants.
 - a. Residential Tenants who were unable to pay rent during the Protected Time Period shall have up to September 30, 2021, to repay unpaid rent incurred during the Protected Time Period, unless further extended by the Board.
 - b. Residential Tenants who are unable to pay rent during the Transition Time Period shall repay such rental debt pursuant to AB 3088 as amended, unless extended further through State legislation.
 2. Repayment by Commercial Tenants. Commercial Tenants must adhere to the following repayment schedule at the end of the Moratorium Period:
 - a. Commercial Tenants with nine (9) employees or fewer shall have twelve (12) months from the expiration of the Moratorium Period to repay unpaid rent.
 - b. Commercial Tenants with ten (10) or more, but fewer than 100, employees, shall have six (6) months from the expiration of the Moratorium Period to repay unpaid rent, in equal installments, unless the commercial Tenant and Landlord agree to an alternate payment arrangement.
 3. Partial Payments and Payment Plans. Tenants and Landlords are encouraged to agree on a payment plan during this Moratorium Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial rent payments, or a Tenant from making such payments, if the Tenant is financially able to do so.
 4. Failure to Pay Back Rent Not Ground for Eviction. A commercial Tenant's failure to pay back unpaid rent under the terms of a payment plan, or at the end of the repayment period shall not be cause to evict the Tenant. Any term in a payment plan that allows eviction due to the Tenant's failure to comply with the terms of the payment plan is void as contrary to public policy.
 5. Application of Rental Payment. Effective March 4, 2020, a Landlord is prohibited from applying a rental payment to any rental debt other than to the prospective month's rent, or such other month or rental debt that the Tenant specifies, unless the Tenant has agreed in writing to allow the payment to be otherwise applied.

VI. Rent Increases in Unincorporated County Prohibited. Landlords shall not

increase rents for Residential Tenants in the unincorporated County during the Moratorium Period, to the extent otherwise permitted under State law and consistent with Chapters 8.52 and 8.57 of the County Code. **Nothing in this Resolution shall be construed to apply this limitation of rent increases in incorporated cities within the County.**

VII. Pass-Throughs or Other Fees Prohibited. Landlords shall not impose any pass-throughs otherwise permitted under Chapters 8.52 and 8.57 of the County Code, or charge interest or late fees on unpaid rent or other amounts otherwise owed, during the Moratorium Period. Landlords are prohibited from retroactively imposing or collecting any such amounts following the termination or expiration of the Moratorium.

VIII. Harassment and Retaliation Protections. Landlords, and those acting on their behalf or direction, are prohibited from harassing, intimidating, or retaliating against Tenants for acts or omissions by Tenants permitted under this Moratorium, and such acts by Landlord or Landlord's agent will be deemed to be violations of the Retaliatory Eviction and Harassment provisions as set forth in County Code Sections 8.52.130 and 8.57.100 and as expanded herein. Harassing, intimidating, or retaliatory acts by Landlords, and those acting on their behalf or direction, include, but are not limited to:

- A. Interrupting, terminating, or failing to provide all services required to be provided by the Landlord related to the use or occupancy of a rental unit ("Housing Services") under the terms of a lease agreement or under federal, State, County, or local housing, health, or safety laws unless such Housing Services are closed due to Health Officer Orders;
- B. Failing to perform repairs and maintenance required by a rental agreement or by federal, State or local housing, health, or safety laws;
- C. Failing to exercise due diligence in completing repairs and maintenance once undertaken or failing to follow appropriate industry repair, containment or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;
- D. Abusing the Landlord's right of access into a rental unit. This includes entries, and attempted entries, for inspections that are not related to necessary repairs or services; that are excessive in number; that improperly target certain Residential Tenants; that are used to collect evidence against the occupant; or that are otherwise beyond the scope of a lawful entry;
- E. Abusing a Tenant with words that are offensive and inherently likely to provoke an immediate violent reaction. This includes words used during in-person conversations, through social media postings or messages, or other communications;
- F. Influencing or attempting to influence a Tenant to vacate a rental unit through fraud, intimidation or coercion, which shall include threatening to

report a Tenant to the United States Department of Homeland Security or any other governmental or law enforcement agency;

- G. Threatening a Tenant, by word, gesture, or with physical harm;
- H. Violating any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income;
- I. Taking action to terminate any tenancy including service of any notice to quit or notice to bring any action to recover possession of a rental unit based upon facts which the Landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the Landlord. No Landlord shall be liable under this subsection for bringing an action to recover possession unless and until the Tenant has obtained a favorable termination of that action;
- J. Removing from the rental unit personal property, furnishings, or any other items without the prior written consent of a Tenant, except when done pursuant to enforcement of a legal termination of tenancy or as otherwise authorized by law;
- K. Offering payments to a Tenant to vacate more than once in six (6) months, after the Tenant has notified the Landlord in writing that the Tenant does not desire to receive further offers of payments to vacate;
- L. Attempting to coerce a Tenant to vacate with offers of payment to vacate which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied by threats or intimidation in pending eviction actions;
- M. Refusing to acknowledge receipt of a Tenant's lawful rent payment;
- N. Refusing to cash a rent check for over thirty (30) days;
- O. Requesting information that violates a Tenant's right to privacy including, but not limited to, residence or citizenship status, protected class status, or social security number, except as required by law or in the case of a social security number, for the purpose of obtaining information to determine qualification for tenancy, or releasing such information except as required or authorized by law;
- P. Interfering with a Residential Tenant's right to privacy including, but not limited to, entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection;
- Q. Interfering with a Residential Tenant's right to quiet use and enjoyment of a rental unit as that right is defined by State law;

- R. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy;
- S. Removing a Housing Service for the purpose of causing a Residential Tenant to vacate the residential unit or mobilehome. For example, taking away a parking space knowing that a Residential Tenant cannot find alternative parking and must therefore move; and
- T. Interfering with the right of a Residential Tenant to: organize and engage in concerted activities with other tenants for the purpose of mutual aid and protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement; or distribute and post literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards.

IX. Administrative Fines. A Landlord, who is determined by DCBA to have violated Paragraphs V, VI, VII or VIII of this Resolution, including those relating to the harassment protections enumerated above, shall be subject to administrative fines pursuant to Sections 8.52.160 and 8.57.130 of the County Code. The maximum administrative fine for violations of Paragraph VIII of this Resolution is temporarily increased for the duration of this Moratorium from \$1,000 to up to \$5,000 per violation for each day the violation continues, and if the aggrieved Tenant is disabled or sixty-five (65) years of age or older, an additional fine of up to \$5,000 per violation per day may be assessed.

X. Remedies.

- A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant who will fairly and adequately represent the Tenant's interests, including the County, may enforce the provisions of Paragraphs V, VI, VII or VIII of this Resolution by means of a civil action seeking civil remedies and/or equitable relief. Landlords shall be subject to civil penalties pursuant to Sections 8.52.170 and 8.57.140 of the County Code. The maximum civil penalty for violation of Paragraph VIII of this Resolution is increased from \$1,000 to up to \$5,000 per violation for each day the violation continues, and if the aggrieved Tenant is disabled or sixty-five (65) years of age or older, the court may award an additional penalty of up to \$5,000 per violation per day. No administrative remedy need be exhausted prior to filing suit to enforce this Moratorium.
- B. Criminal Liability. Violation of Paragraphs V, VI, VII or VIII of this Resolution shall be punishable as set forth in Section 2.68.320 of the County Code.

- C. Affirmative Defense. Effective March 4, 2020, any Tenant protection provided under this Moratorium shall constitute an affirmative defense for a Tenant in any unlawful detainer action brought pursuant to California Code of Civil Procedure section 1161, as amended, and any other civil action seeking repayment of rental debt. Said affirmative defenses shall survive the termination or expiration of this Moratorium.
 - D. Nonexclusive Remedies and Penalties. The remedies provided in this Moratorium are not exclusive, and nothing in this Moratorium shall preclude Tenant from seeking any other remedies or penalties available at law or in equity.
- XI.** This Moratorium addresses the County's public policy and intent to close certain businesses to protect public health, safety and welfare, and the County recognizes that the interruption of any business will cause loss of, and damage to, the business. Therefore, the County finds and declares that the closure of certain businesses is mandated for the public health, safety and welfare, the physical loss of, and damage to, businesses is resulting from the shutdown, and these businesses have lost the use of their property and are not functioning as intended.
- XII.** Grocery stores, gas stations, pharmacies and other retailers are requested to institute measures to prevent panic buying and hoarding essential goods, including, but not limited to, placing limits on the number of essential items a person can buy at one time, controlling entry to stores, and ensuring those at heightened risk of serious complications from COVID-19 are able to purchase necessities.
- XIII. Guidelines and Board Delegations.**
- A. The Director of the DCBA, or his designee, shall issue guidelines to aid in the implementation of the Moratorium, including, but not limited to, guidance regarding the ways in which Tenants can certify they are entitled to protection under the Moratorium, appropriate supporting documentation for Tenants not entitled to self-certify under the Moratorium, notice requirements, and procedures for utilizing dispute resolution services offered by DCBA, among other clarifications.
 - B. The Los Angeles County Development Authority ("LACDA"), acting in its capacity as a local housing authority for the County, shall extend deadlines for housing assistance recipients and applicants to deliver records or documents related to their eligibility for programs, to the extent those deadlines are within the discretion of the LACDA.
 - C. The Director of DCBA, in collaboration with the Chief Executive Office ("CEO"), shall offer assistance to the State Department of Business Oversight to engage financial institutions to identify tools to be used to afford County residents relief from the threat of residential foreclosure and displacement, and to promote housing security and stability during this state of emergency.

- D. The Director of DCBA, in collaboration with the CEO and the Acting Director of Workforce Development, Aging, and Community Services ("WDACS"), shall convene representatives of utility and other service providers to seek a commitment from the providers to waive any late fees and forgo service disconnections for Tenants and small businesses who are suffering economic loss and hardship as a result of the COVID-19 pandemic.
- E. The Director of DCBA, the Acting Director of WDACS, and the Executive Director of LACDA shall jointly establish an emergency office dedicated to assisting businesses and employees facing economic instability as a result of the COVID-19 pandemic. The joint emergency office shall be provided all of the necessary resources by DCBA and WDACS, and should include opening a dedicated hotline to assist businesses and employees, web-based and text-based consultations, and multilingual services. The County shall provide technical assistance to businesses and employees seeking to access available programs and insurance, and shall work directly with representatives from the State and federal governments to expedite, to the extent possible, applications and claims filed by County residents.
- F. The Director of DCBA and the Executive Director of LACDA shall assist small businesses in the unincorporated areas in applying for U.S. Small Business Administration ("SBA") loans that the President announced on March 12, 2020. SBA's Economic Injury Disaster Loans offer up to \$2 million in assistance for a small business. These SBA loans can provide vital economic support to small businesses to help overcome the temporary loss of revenue they are experiencing.
- G. The Executive Director of LACDA, or his designee, is hereby delegated authority to amend existing guidelines for any of its existing federal, State or County funded small business loan programs, including the Community Development Block Grant ("CDBG") matching funds, and to execute all related documents to best meet the needs of small businesses being impacted by COVID- 19, consistent with guidance provided by the U.S. Economic Development Administration in a memorandum dated March 16, 2020, to Revolving Loan Fund ("RLF") Grantees for the purpose of COVID-19 and temporary deviations to RLF Administrative Plans, following approvals as to form by County Counsel.
- H. The Acting Director of WDACS shall work with the State of California, Employment Development Department, to identify additional funding and technical assistance for dislocated workers and at-risk businesses suffering economic hardship as a result of the COVID-19 pandemic. Technical assistance shall include, but not necessarily be limited to: assistance for affected workers in applying for unemployment insurance, disability insurance and paid family leave; additional business assistance for lay-off aversion and rapid response; and additional assistance to mitigate worker hardship as a result of reduced work hours or job loss due to the COVID-19 pandemic.
- I. The Director of DCBA and the Acting Director of WDACS, in collaboration

with the CEO and the Executive Director of LACDA, shall create a digital toolkit for small businesses and employees to assist them in accessing available resources, including, but not limited to, disaster loans, unemployment insurance, paid family leave, disability insurance, and layoff aversion programs.

- J. The CEO's Center for Strategic Partnerships, in collaboration with the DCBA and its Office of Immigrant Affairs, and the Acting Director of WDACS, shall convene philanthropic partners to identify opportunities to enhance resources available to all small business owners and employees who may be unable or fearful to access federal and State disaster resources, including immigrants.
 - K. The Executive Director of the Office of Immigrant Affairs, the CEO's Women+ Girls Initiative, and the Department of Public Health's Center for Health Equity shall consult on the above directives to provide an immigration, gender, and health equity lens to inform the delivery of services and outreach.
 - L. The Director of DCBA, the Acting Director of WDACS, and the Executive Director of LACDA, or their respective designees, shall have the authority to enter into agreements with partner agencies and municipalities and hire and execute contracts for consultants, contractors, and other services, as needed, to provide consumer, tenant, and worker protections and support small businesses during the stated emergency to accomplish the above directives.
- XIV.** This Resolution shall take effect immediately upon its passage. Except as otherwise indicated, all provisions stated herein shall apply commencing March 4, 2020, and shall remain in effect until January 31, 2022, unless extended or repealed by the Board of Supervisors. This Resolution supersedes all previously issued resolutions and executive orders concerning an eviction moratorium or rent freeze within the County. It shall be superseded only by a duly enacted ordinance or resolution of the Board or a further executive order issued pursuant to Section 2.68.150 of the County Code.
- XV. Severability.** If any provision of this Resolution or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Resolution are declared to be severable.
- XVI. Waiver Prohibited.** Any waiver of rights under this Moratorium shall be void as contrary to public policy.

The foregoing County of Los Angeles COVID-19 Tenant Protections Resolution was adopted on the 28th day of September 2021, by the Board of Supervisors of the County of Los Angeles.



Board of Supervisors of the
County of Los Angeles

By Hilda F. Solis
Chair

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: Behnaz Tashakorian
Deputy

ATTEST: CELIA ZAVALA
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Maria Oleceda, Deputy