



TEMPORARY EVICTION MORATORIUMS – RELATED TO COVID-19

Throughout California, local governments have begun instituting temporary eviction moratoriums for renters experiencing substantial adverse financial impacts due to COVID-19. These temporary eviction moratoriums, applicable to residential renters or both residential and commercial renters, prohibit evictions due to non-payment of rent for renters financially impacted by COVID-19. Some cities are also prohibiting "no fault" evictions, except in very limited circumstances. In addition, the Cities of Los Angeles, Santa Monica, Beverly Hills and Inglewood have included prohibitions related to removing residential units from the market pursuant to the Ellis Act and Ellis Act evictions. Further, Culver City has temporarily prohibited all residential evictions except under limited circumstances.

While the scope and parameters of each of the city's temporary eviction moratorium may vary, generally, they define "financial impact" as loss of income resulting from layoffs or other income reductions due to work closures, child care expenditures due to school closures, medical expenses due to being ill or having a member of the household ill with COVID-19, or compliance with government related emergency measures.

In addition, some of the eviction moratoriums establish time frames in which the renter must provide the rental housing provider with written notification of their loss of income and inability to pay the rent, the circumstances related to COVID-19, and supporting documentation. Generally, in moratoriums that have provided notice provisions, written notice requirements would be met if a renter sends a text or email notification to the owner or the owner's representative with whom they have previously corresponded with via email or text. Where supporting documentation is required, the moratoriums generally also require that all such **documentation be kept confidential and only used for the purpose of evaluating the renter's claim.**

For the most part, these eviction moratoriums do not relieve renters of their obligation to repay past due rent and typically specify that the renter has up to six (6) months following the expiration of the local emergency to complete such rent repayments. The Cities of Los Angeles, West Hollywood, Beverly Hills recently adopted ordinances which provides residential renters with up to twelve (12) months following the expiration of the local emergency to repay any past due rent. In addition, many cities prohibit owners from charging interest or late fees on rent not paid under the provisions of the ordinance or order.

While non-compliance or violations of the provisions of eviction moratoriums are generally an affirmative defense for a renter in an unlawful detainer action, some cities have civil and criminal penalty provisions that may apply.

The number of cities that have instituted temporary eviction moratoriums continues to expand. The chart provided below is a sampling of the cities that have implemented COVID-19 related eviction moratoriums and not inclusive of all the cities that have or may adopt such moratoriums. Further, the chart is an outline of the general provisions of the moratoriums and is not reflective of the full details and requirements. It is recommended that you also review the related orders and/or ordinances for the full details and requirements. It is also important to note, that some cities will also promulgate rules through supplements to the public order which expand on the order or ordinance requirements. We encourage you to review those supplements as well in order to have a complete understanding of a specific city or cities ordinance.





If you have property in a specific city or cities, if it is one of the cities listed below, we encourage you to review the city's public order or urgency ordinance for additional details and requirements. For cities not listed, we encourage you to check to see if that city has established a temporary eviction moratorium. *In all the above circumstances, if you have questions regarding your property or specific tenancies and the requirements of a specific eviction moratorium, please consult with an attorney.*

State Action

During the COVID-19 pandemic, in addition to the temporary eviction moratorium measures and rent increase freezes being advanced by localities, state action has also been taken through Executive Orders issued by Governor Newsom and most recently by the Judicial Council which issued an Emergency Rule. As you review individual city orders and ordinances, it is important that you consider them in conjunction with the Governor's Executive Order and the Judicial Council's action. *In all the above circumstances, if you have questions regarding your property or specific tenancies and the requirements of a specific eviction moratorium, please consult with an attorney.*

Governor Newsom's Executive Order – Eviction Moratorium

On March 27, 2020, Governor Gavin Newsom issued Executive Order N-37-20 giving any renter who is served with an Unlawful Detainer Summons and Complaint (Eviction Complaint) for non-payment of rent after March 27, 2020 60 days to respond to the complaint, but only if:

1. Prior to March 27, 2020, the renter had paid rent due to the housing provider pursuant to an agreement; and

2. The renter notifies the housing provider <u>in writing</u> before the rent is due, or within a reasonable period of time after the rent is due, not to exceed 7 days, that the renter needs to delay all or some payment of rent because of renter's inability to pay due to reasons related to the COVID-19 (Coronavirus) pandemic, including due to the following reasons:

(i) The renter was unavailable to work because the renter was sick with a suspected or confirmed case of COVID-19, or

(ii) The renter was caring for a household or family member who was sick with a suspected or confirmed case of COVID-19, or

(ii) The renter experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response, or

(iii) The renter needed to miss work to care for a child whose school was closed in response to COVID-19.

The renter must retain verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the renter's changed financial circumstances, to support the renter's assertion of an inability to pay. This documentation must be provided to the housing provider no later than the time of payment of back-due rent.





In addition, no writ of possession may be enforced while the Order is in effect to evict a renter from a residence or dwelling unit for nonpayment of rent by any renter who satisfies the requirements stated above. These protections shall be in effect through May 31, 2020.

There is no specific requirement that the renter provide supporting documentation to the housing provider, only that they retain such documentation. Also, there is no indication as to when the unpaid rent can be collected or is due. One must presume that it would be due and collectible any time after May 31, 2020.

Judicial Council Emergency Rule 1. Unlawful Detainers

The Judicial Council issued an emergency rule, effective April 6, 2020 which provides for the following set forth below:

A court may not issue a summons on a complaint for unlawful detainer unless the court finds, in its discretion and on the record, that the action is necessary to protect public health and safety.

A court may not enter a default or a default judgment for restitution in an unlawful detainer action for failure of defendant to appear unless the court finds both that the action is necessary to protect public health and safety and that the defendant did not timely appear.

If a defendant has appeared in the action, the court may not set a trial date earlier than 60 days after a request for trial is made unless the court finds that an earlier trial date is necessary to protect public health and safety.

Any trial set in an unlawful detainer proceeding as of April 6, 2020 must be continued at least 60 days from the initial date of trial.

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

We will continue to provide updated information throughout the pandemic.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Los Angeles Mayoral rent increase freeze applicable to RSO units in effect as of March 30, 2020.	3/4/2020 until expiration of the local emergency.	Residential and Commercial (Applies to non-payment eviction notices, no- fault eviction notices, and unlawful detainer actions served or filed on or after March 4, 2020.) Evictions based on non-payment of rent due to financial impacts related to COVID-19 are prohibited. Evictions based on no-fault are prohibited. <i>Other Eviction Prohibitions</i> Residential evictions are prohibited based on the presence of unauthorized occupants, pets or nuisance related to COVID-19. <i>Ellis Act Evictions</i> Prohibits removing occupied residential units from the market / prohibits Ellis Act evictions until 60 days after the expiration of the <i>Order</i> .	Renter: None provided. Owner: The Ordinance requires owners to provide residential renters with written notice of protections set forth in the Ordinance within 30 days of March 31, 2020.	Residential renters will have up to twelve (12) months following the expiration of the local emergency to repay the unpaid rent. (Prior to the expiration of the local emergency or within 90 days of the first missed rent payment whichever comes first, the residential renter and the owner may agree to a repayment plan selected from options promulgated by the Housing and Community Investment Department.) Commercial renters will have up to three (3) months following the expiration of the local emergency to repay the unpaid rent.	The Ordinance defines "commercial real property" as any parcel of real property that is developed and used either in part or in whole for commercial purposes, excluding commercial real property leased by a multi-national company, a publicly traded company, or a company that employees more than 500 employees.



Apartment Association of Greater Los Angeles



City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Los Angeles County Rent increase freeze in effect as of March 31, 2020. Subject to further revision based on upcoming April 14, 2020 meeting.	3/4/2020 – 5/31/2020, unless extended.	Residential and Commercial Evictions based on non-payment of rent due to financial impacts related to COVID-19 are prohibited. Evictions based on "no-fault," unless necessary for health and safety reasons are prohibited.	Renter must provide notice to the owner within seven (7) days after rent is due, unless extenuating circumstances exist.	Renters will have six (6) months following the expiration of the Order to repay the unpaid rent.	The Order encourages owners and renters to agree to a payment plan during the six (6) month period following the expiration of the Order . The Order also prohibits owners from evicting renters due to non-payment of rent, late charges, or any other fees accrued if the renter demonstrates an inability to pay rent due to financial impacts related to COVID-19. <u>Penalties</u> Violations of the Order shall be punishable as set forth in chapter 2.68 of the County Code.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Alhambra	3/4/2020- 5/31/2020, unless superseded by a duly enacted Ordinance, a further order by the Director of Emergency Services or extension of the Governor's Executive Order beyond 5/31/2020.	Residential and Commercial The Ordinance applies to termination of tenancies for non-payment of rent, including eviction notices, no-fault eviction and unlawful detainer actions based on such notices served or filed during the effective period of this Ordinance. The effective period of this Ordinance is through March 4, 2020 until the expiration of the Ordinance. Evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19 are prohibited. Evictions based on "no-fault" reasons are prohibited.	Renter must notify the owner/owner's representative in writing, within seven (7) days after the date that rent is due unless extenuating circumstances exist, that the renter is unable to pay rent due to financial impacts related to COVID-19 and provide documentation, to the extent available.	Renter must repay the unpaid rent within six (6) months of May 31, 2020, or within six (6) months of the date upon extension of the moratorium, whichever is later. The Ordinance encourages renters and owners to agree to a payment plan during this six- month, but nothing prevents the renter from paying the owner any amount due incrementally during this six-month period.	
Baldwin Park Rent Increase Freeze in effect - applicable to RSO units - no rents may be increased from April 2nd to end of declared emergency.	3/17/2020 until expiration of the local emergency.	Residential The Order applies to non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices served or filed on or after March 12, 2020. Evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19 are prohibited. Evictions based on "no-fault," unless necessary for the health and safety of renters, neighbors, or the owner, are prohibited.	Renter must notify the owner/ owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation.	Renter must repay the unpaid rent within six (6) months of the expiration of the local emergency.	Penalties Violations of the order are punishable as set forth in the Baldwin Park Municipal Code.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Beverly Hills Rent increase freeze applicable to RSO units in effect as of March 16, 2020.	There has been an eviction moratorium in effect since March 16, 2020. On April 1, 2020, the Council adopted a second urgency ordinance which remains in effect through the duration of the local emergency.	Residential and Commercial The Ordinance applies to non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices served or filed on or after March 15, 2020. Residential evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay rent due to substantial financial impacts related to COVID-19 are prohibited. Residential evictions based on "no-fault" reasons, unless necessary for the health and safety of renters, neighbors or the rental housing provider, other than based on illness of the renter or any other occupant of the residential rental unit, are prohibited. Commercial evictions based on non- payment of rent if renter demonstrates that the commercial renter is unable to pay rent due to substantial financial impacts related to COVID-19 are prohibited. Commercial evictions based on "no-fault," unless necessary for the health and safety of renters, neighbors, or the owner, other than based on illness of the renter, the renter's family or any of renter's employees, are prohibited.	Renters must notify the owner/owner's representative in writing, within seven (7) days after the date that rent is due, of lost income or extraordinary expenses related to COVID-19 and inability to pay full rent due to the financial impacts related to COVID-19, and within thirty (30) day after the date that rent is due, provide written documentation to the owner to support the claim, using the form provided by the City.	Renters must repay the unpaid rent in full within one year of the expiration of the local emergency.	If a dispute arises related to whether a financial impact exists, the Ordinance provides a dispute resolution process. If the outstanding rent is not paid in full one year after the expiration of the local emergency, owner may charge or collect a late fee for delayed rent and/or seek eviction or legal action. It is important to note that an owner is prohibited from charging a fee for the late payment of rent during the emergency and one year after the end of the emergency. The Deputy Director of Rent Stabilization may extend the seven (7) day deadline for notifying the





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
					owner for up to thirty (30) days. <u>Penalties</u> Violations of this Ordinance shall be punishable as set forth in Section 2-4- 111 and Chapter 3 of Title 1 of the Beverly Hills Municipal Code.
Burbank	3/17/2020- 4/30/2020, unless extended.	Residential and Commercial Evictions based on non-payment of rent, or a foreclosure, arising out of a substantial decrease in household or business income or substantial out-of-pocket medical expenses caused by the COVID-19 pandemic or related government response, are prohibited.	The Ordinance does not include any notification requirements. However, it notes that renters provide documentation but does not specify examples or the time frame in which such documentation is to be provided.	Renters will have up to six (6) months following the expiration of the local emergency to repay the unpaid rent.	





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Camarillo	3/18/2020 – 5/31/2020, unless superseded by another Ordinance adopted by Council.	Residential, Commercial, and Non- Residential The Order applies to non-payment evictions, no-fault eviction notices, and unlawful detainer actions based on such notices served or filed on or after March 13, 2020. Evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19 are prohibited. Evictions based on "no-fault" reasons are prohibited.	Renter must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full due to financial impacts related to COVID-19 rent along with supporting documentation.	The Order does not relieve the renter's obligation to pay the unpaid rent. The Order does not specify the time period in which the renter is required to pay the past due rent.	<u>Penalties</u> This order shall be punishable as set forth in the Camarillo Municipal Code Chapter 1.12.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
	3/16/2020 – 5/31/2020, may be extended, unless sooner terminated or repealed by the Council.	Residential and Commercial As of March 16 th , the effective date of the Ordinance, the Ordinance applies to any applicable tenancy termination where the renter remains in possession and/or any unlawful detainer action has not reached final judgment or issuance of a final order, after all appeals have been exhausted. Residential evictions based on non- payment of rent if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19 are prohibited. Residential evictions based on "no-fault," if any member of the household is sick, in isolation, or under quarantine, are prohibited. Commercial evictions based on non- payment of rent, if the commercial renter is unable to pay rent due to financial impacts related to COVID-19 and demonstrates same in writing, are prohibited.	Residential renters must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation. <i>Commercial renters</i> The Ordinance does not specify the notification period. However, the Ordinance requires that the commercial renter demonstrate in writing their inability to pay rent due to financial impacts related to COVID-19	Renter must repay the unpaid rent within six (6) months of the expiration of the local emergency.	The Ordinance does not prohibit terminations of tenancy for just cause, or other termination of tenancy where this Ordinance does not apply.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Culver City Residential Subject to further revision based on amended rules and implementati on measures issued on April 3, 2020.	3/16/2020- 5/31/2020, unless extended. On March 16 th , prohibition was limited to evictions based on non-payment of rent where the renter is able to show an inability to pay rent due to circumstances related to COVID-19. On March 27 th , the residential eviction moratorium was expanded further, prohibiting all evictions except for five circumstances set forth in the Order.	The moratorium applies to every eviction notice and unlawful detainer action seeking to recover occupancy of a Rental Unit occupied by an Affected Renter or Affected Renter's Household, regardless of the date it is served or filed, if the unit has not been completely vacated as of March 18, 2020. The March 27 th Order prohibits all residential evictions except one or more of the following as listed below: 1. Non-payment of rent where the renter cannot claim an inability to pay, or 2. Renter is using the unit for an illegal purpose and has failed to correct the condition after being given notice and opportunity to cure, or 3. Renter's refusal to allow the owner entry to the unit as authorized by the Civil code and Health and Safety Code, except where the renter is ordered to self-isolate or quarantine and the owner's entry would violate the order, or 4. Renter has created or is maintaining a dangerous and unsanitary condition and that condition has not promptly been abated or repaired, or 5. In cases where the eviction is necessary to address an imminent and objectively verifiable threat to the health or safety of a member of the renter's household or other residents of the rental property, or to the owner or owner's employees.	Residential renters must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of their inability to pay rent along with supporting documentation.	Residential renters will have a period of six (6) months after the expiration of the local emergency to repay the unpaid rent.	Each violation of any of the eviction moratorium provisions may be subject to an administrative fine of up to \$1,000. Each separate day, during which any violation occurs or continues, constitutes a separate violation.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
		The circumstances set forth under 4 and 5 are further qualified in that the owner is required to provide written notice to the renter and the city, describing in detail the nature of the dangerous and unsanitary condition or imminent threat, the reason eviction is necessary to address the threat, and the steps taken by the owner to avoid the eviction. Moreover, the City may request additional documentation and may order suspension of the eviction process if it determines that the suspension is necessary to prevent abuse of the intent of the order.			
Culver City Commercial Subject to further revision based on amended rules and implementati on measures issued on March 27, 2020.	3/20/2020- 4/19/2020, unless extended.	The commercial renter eviction moratorium applies to any eviction notice and unlawful detainer action based on such notices, regardless of the date it is served or filed, if the renter has not vacated the unit as of March 26, 2020.	None provided for commercial renters.	Commercial renters will have up to six (6) months following the expiration of the local emergency to repay the unpaid rent.	Any violation of this supplemental order may be subject to fines not to exceed \$1,000 or imprisonment not to exceed six (6) months.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Duarte	3/24/2020- 4/23/2020, unless extended.	Residential and Commercial Evictions based on non-payment of rent where the renter can demonstrate that the renter has suffered one or more financial impacts related to COVID-19 are prohibited.	Renter must notify the owner of inability to pay rent due to a COVID-19 financial impact. Within one week of providing the notice, renter must provide documentation supporting the claim. With regards to the required supporting documentation, the ordinance provides that a statement signed under penalty of perjury outlining the specific details of the COVID-19 related financial impact the renter has suffered shall constitute sufficient corroborating documentation.	Renters will have up to three (3) months after the termination of the local emergency to repay any unpaid rent, unless the owner agrees to a longer repayment term.	Penalties An owner's failure to comply with this urgency ordinance shall render any notice of termination of tenancy issued during the term of this moratorium void. All penalties that are set forth in State Law and the Duarte Municipal Code Chapter 1.12 and 1.14 shall apply to violations of the provisions of the urgency ordinance.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
El Monte Subject to further revision based on April 7, 2020 meeting.	3/19/2020- approximately 5/2/2020 (45 days), unless extended or terminated.	Residential Evictions based on non-payment of rent where the renter is unable to pay rent as a result of the COVID-19 pandemic are prohibited.	Renter must notify the owner with written documentation or other objectively verifiable information establishing a substantial loss of income as a result of the COVID-19 pandemic or related government action. The Order can be read to require that the above written notice and documentation be provided prior to asserting the defense for non-payment of rent or prior to filing an answer to an unlawful detainer action. The Ordinance provides examples of what constitutes as supporting documentation. It's also important to note that the Ordinance does not specify the time period in which written notification must be made.	Renter: None provided. Owner: The owner is not permitted to issue a termination based on non-payment of rent until the owner provides the renter with written notice of the identity and mailing address of the owner, notice of the Eviction Moratorium, and the amount of rent due.	The Ordinance establishes that the owner cannot terminate the tenancy of an affected renter unless the termination falls within the parameters of one of the thirteen (13) Just-Cause Termination reasons set forth in the Ordinance. Depending on the Just-Cause Termination, related payment of relocation assistance may be applicable. The Ordinance includes civil penalties for violation.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Fillmore	3/24/2020 – 5/31/2020, unless extended.	Residential The Resolution applies to non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices served or filed on or after March 13, 2020. Evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19 are prohibited. Evictions based on "no-fault," unless necessary for the health and safety of renters, neighbors, or the owner are prohibited.	Renter must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation.	Renters must repay the unpaid rent within six (6) months of the expiration of the local emergency.	<u>Penalties</u> Violation of this Resolution shall be punishable as set forth in section 1.08.040 of the Fillmore Municipal Code.
Glendale Rent increase freeze for all residential renters in effect as of March 24, 2020. Subject to further revision based on Public Order issued on April 8, 2020.	3/18/2020 – 4/30/2020, unless extended.	Residential and Commercial Evictions based on non-payment of rent due to circumstances related to the COVID-19 pandemic are prohibited. The Order/Resolution applies to unlawful detainer action against a residential or commercial renter, including, but not limited to, subsidies under the federal government's Housing Choice Voucher Program (Section 8), in the City of Glendale during the local emergency period if the renter is able to provide documentation to show an inability to pay rent due to circumstances related to the COVID-19 pandemic.	Renters must provide written notice of inability to pay rent due to circumstances related to the COVID-19 pandemic to the owner, 14 days prior to when the rent is due, except for rent due for the month of April in which said notice shall be made as soon as practicable, along with supporting documentation.	Renters will have up to six (6) months following the expiration of the local emergency to repay the unpaid rent.	Any violation of the Public Order provides for fines not to exceed \$1,000 or imprisonment not to exceed six (6) months. Violations may also be enforced along with other enforcement mechanisms for fines of \$400 for the first citation, \$1,000 for the second citation, and \$2,000 for the third citation.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Inglewood	3/4/2020 – 5/31/2020, unless extended.	Rent Increase FreezeRent increase freeze is effectiveimmediately, regardless of when the rentincrease notice was served, whereby allrents for residential renters will remain thesame rate as of March 24, 2020, and duringthe pendency of the local emergency. At theend of the local emergency, if an ownerwishes to increase rent, the owner mustissue a new rent increase notice, clearlystating the new beginning date of theincreased rent and the value of the increase.Residential and CommercialEvictions based on non-payment of rent, or a foreclosure, arising out of a substantial decrease in household or business income or substantial out-of-pocket medical expenses caused by the COVID-19 pandemic or related government response, are prohibited.Ellis ActOver residential evictions based on "no-fault" reasons are prohibited during the local emergency period.Ellis ActOwners are prohibited from withdrawing an occupied residential unit from the rental market pursuant to the Ellis Act during the local emergency period.The order is retroactive to March 4, 2020 through May 31, 2020, unless extended.	The Ordinance does not include any notification requirements. However, it notes that renters provide documentation but does not specify examples or the time frame in which such documentation is to be provided.	Renters will have six (6) months from the termination of the local emergency or termination of state emergency, whichever is later, to repay the unpaid rent.	





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Long Beach	3/4/2020- 5/31/2020	Residential and Commercial The moratorium applies retroactively to March 4, 2020, except to the extent a renter has surrendered possession of its premises or an eviction lawsuit has been finally adjudicated, prior to March 25, 2020. Evictions based on non-payment of rent for rent which became due between March 4, 2020 and May 31, 2020 or foreclosures arising out of a substantial decrease in household or business income or substantial out-of-pocket medical expenses caused by the COVID-19 pandemic or related government response, are prohibited.	Before the expiration of the pay-or-quit notice, renter must notify the owner of inability to pay rent and provide supporting documentation and/or evidencing such substantial decrease in household or business income or out-of-pocket medical expenses. Renter who received a pay-or-quit notice served on or after March 4, 2020 but before March 25, 2020 must provide the notification and documentation prior to the final adjudication of the subject eviction proceedings.	The Ordinance does not relieve the renter's obligation to pay the unpaid rent. Renters will have until November 30, 2020 to pay all delayed rent. If the renter fails to make a regularly scheduled monthly rental payment after May 31, 2020 which persists after the expiration of the applicable pay- or-quit notice, then all delayed and unpaid rent will be immediately payable.	





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Maywood	3/17/2020 through the duration of the local emergency or until it is superseded by another Ordinance.	Residential and Commercial The Ordinance applies to non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after March 15, 2020. Evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19 are prohibited. Evictions based on "no-fault," unless necessary for the health and safety of renters, neighbors, or the owner, are prohibited.	Renter must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation.	Renter must repay the unpaid rent within six (6) months of the expiration of the local emergency.	Commercial Only If the outstanding rent has not been paid after six (6) months following the end of the local emergency, the owner may charge or collect a late fee for the delayed rent payments and/or seek eviction or other appropriate legal action. <u>Penalties</u> Violations of this Ordinance shall be punishable as set forth in Section 4- 1.10 of Chapter 1 of Title 4 of the Maywood Municipal Code.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Moorpark	3/19/2020- 5/31/2020 or through expiration of local emergency, whichever date is sooner.	Residential and Commercial The Order applies to evictions and unlawful detainer actions served or filed on or after March 13, 2020. Evictions based on non-payment of rent, or a foreclosure, arising out of a substantial decrease in household or business income or substantial out-of-pocket medical expenses caused by the COVID-19 pandemic or related government response, are prohibited.	Renter must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to the circumstances set forth in the Order along with supporting documentation.	Renter must repay the unpaid rent within six (6) months of the expiration of the local emergency.	If the outstanding rent has not been paid after six (6) months following the end of the local emergency, the owner may charge or collect a late fee for the delayed rent payments and/or seek rent that is delayed through the eviction or other appropriate legal action. <u>Penalties</u> Violations are punishable as set forth in Government Code Section 8665 and Chapter 1.10 of the Moorpark Municipal Code.
Ojai	3/17/2020 through expiration of local emergency.	Residential Evictions based on non-payment of rent if the renter is able to show an inability to pay rent due to circumstances related to the COVID-19 pandemic are prohibited.	None provided.	Renters will have up to six (6) months following the expiration of the local emergency to pay the unpaid rent.	





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Oxnard	3/19/2020 - 5/31/2020, unless superseded by a duly enacted ordinance or resolution of the City Council or a further order.	Residential and Commercial Evictions based on non-payment of rent if the renter demonstrates an inability to pay rent due to financial impacts related to COVID-19 are prohibited.	Renter must notify or make reasonable efforts to notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation.	The Order does not relieve the renter's obligation to pay the unpaid rent. The Order does not specify the time period in which the renter is required to pay the past due rent.	<u>Penalties</u> Violations are punishable as set forth in City Code section 6-9.
Pasadena	3/17/2020 through expiration of local emergency.	Residential and Commercial The Ordinance applies to tenancies where, as of March 17, 2020, said renter remains in possession and/or any eviction lawsuit has not reached a final judgment or issuance of a final order, after all appeals have been exhausted. Evictions based on non-payment of rent if the renter is unable to pay due to financial impacts related to COVID-19 are prohibited. Residential evictions based on "no-fault," unless necessary for the health and safety of renters, neighbors, or the rental housing provider, are prohibited.	Renter must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation.	Renters must repay the unpaid rent within six (6) months of the expiration of the local emergency.	





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Pomona Subject to further revision based on April 6, 2020 meeting.	3/19/2020- 5/31/2020.	Residential and Commercial The Order applies to non-payment eviction notices and unlawful detainer actions based on such notices, served or filed on or after March 16, 2020. Residential evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19 are prohibited. Commercial owners are prohibited from charging rent and evicting commercial renters for non-payment of rent with respect to renters whose businesses are subject to the Orders or are otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and who demonstrate lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19.	Residential renters must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation. Commercial renters must notify the owner/owner's representative in writing, within 30 days after the date rent is due, of lost income and inability to pay rent due to a limitation or closure of the renter's business related to COVID-19, with appropriate supporting documentation.	Renters must repay the unpaid rent within six (6) months of the expiration of the local emergency.	If the commercial renter suffers only a partial loss of income, the renter shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss. The Order also provides for temporary suspension on residential and commercial foreclosures for any mortgagor with a demonstrated financial impact related to COVID-19. The mortgagor must pay within six (6) months of the expiration of the local emergency, unless a different time is agreed to between the parties. <u>Penalties</u> Violation of this Order shall be punishable as set forth in Article III of Chapter 14 of the Pomona Municipal Code.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
San Bernardino (City)	3/20/2020- 5/31/2020 or through expiration of local emergency, amendment to the Governor's declaration, or termination by the Director of Emergency Services or City Council.	Residential and Commercial The Order applies to non-payment eviction notices and unlawful detainer actions based on such notices served or filed on or after March 13, 2020. Residential evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay due to financial impacts related to COVID-19 are prohibited. Commercial evictions based on non- payment of rent with respect to renters whose businesses are impacted by federal, state, or local public health orders or are otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and who demonstrate lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19 are prohibited.	Residential renters must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation. Commercial renters must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to limitation or closure of the renter's business related to COVID-19 with appropriate documentation.	Renters must repay the unpaid rent within six (6) months of the expiration of local emergency.	If the commercial renter has only a partial loss of income, the renter must pay a prorated share of the rent that corresponds to the income they generated during the period of loss. <u>Penalties</u> Violations of this order shall be punishable as set forth in Section 2.46.120 of the San Bernardino Municipal Code.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Santa Monica Subject to further revision based on Revised Order issued on April 8, 2020.	3/18/2020 – 5/31/2020, unless extended.	Residential and Commercial The Order applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after March 13, 2020. Evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19 are prohibited. Evictions based on "no-fault," if any member of the renter's household is sick, in isolation, or under quarantine, are prohibited. Ellis Act Evictions Prohibits removing any residential units from the market / prohibits Ellis Act evictions until 60 days after the expiration of the Order	Renter must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation.	Renters must repay the unpaid rent within six (6) months of the expiration of the local emergency.	The City is authorized to issue administrative citations for violations at a \$1,000 per violation.
Simi Valley	3/18/2020 – 5/31/2020, unless superseded by a duly enacted ordinance or resolution or further order.	Residential and Commercial Evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19 are prohibited.	Renter must notify or make reasonable efforts to notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation.	The Order does not relieve the renter's obligation to pay the unpaid rent. The Order does not specify the time period in which the renter is required to pay the past due rent.	Pursuant to the Simi Valley Municipal Code, violations of the Order shall be a misdemeanor, punishable by a fine of not to exceed Five Hundred and no/100ths (\$500.00) Dollars, or by imprisonment for not to exceed six (6) months, or both.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
South Pasadena	3/18/2020 through expiration of local emergency.	Residential and Commercial The Resolution applies to non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices served or filed on or after March 18, 2020. Evictions based on non-payment of rent if the renter is able to show an inability to pay rent due to financial impacts related to COVID-19 are prohibited. Evictions based on "no-fault" reasons are prohibited.	Based on FAQ posted by the City, renters should immediately contact their owners and inform the owners that they are unable to pay rent, due to the impact of COVID- 19. The FAQ also states that renters must demonstrate, in writing, that they are unable to pay rent due to the COVID-19 emergency.	Renters will have up to six (6) months following the expiration of the local emergency to repay the unpaid rent, verifiably caused by COVID-19 related circumstances.	Penalties Any violation of the prohibitions may be punishable by a fine not to exceed \$1,000 or imprisonment not to exceed six months, pursuant to the South Pasadena Municipal Code section 11.11.
Thousand Oaks	3/25/2020- 5/31/2020 or until expiration of local emergency, whichever date is sooner.	Residential and Commercial The Order applies to evictions and unlawful detainer actions served or filed on or after March 12, 2020. Evictions based on non-payment of rent, or a foreclosure, arising out of a substantial financial impact related to COVID-19 are prohibited.	Renter must notify or make reasonable efforts to notify the owner/owner's representative in writing, within 30 days after the date the rent is due, of lost income and inability to pay full rent due to substantial financial impacts related to COVID-19 along with supporting documentation.	Renters must repay the unpaid rent within six (6) months of the termination of the COVID- 19 local emergency or as directed by a court of competent jurisdiction.	Penalties The order shall be enforceable as set forth in the Government Code Section 8665 and Section 4-4.09 of the Thousand Oaks Municipal Code. Nothing in this Order shall be construed to diminish or supersede the provisions of the Penal Code Section 396 and the penalties contained therein.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Torrance	3/16/2020 - 5/31/2020	Residential and Commercial Renters/Occupants The Order applies to non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after March 12, 2020. Evictions based on non-payment of rent or mortgage, if the renter or occupant demonstrates that the renter or occupant is unable to pay rent or mortgage due to financial impacts related to COVID-19 are prohibited. Evictions based on "no-fault," unless necessary for the health and safety of renters, neighbors, neighboring businesses or the owner or noteholder, are prohibited.	Renter/Occupant must notify the owner/owner's representative or noteholder/noteholder's representative in writing, within 30 days after the date that rent/mortgage is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19 along with supporting documentation.	Renters must repay the unpaid rent within six (6) months of the expiration of the local emergency.	Penalties Any violation of the Order constitutes a misdemeanor, which provides for fines not to exceed \$1000 or imprisonment not to exceed six (6) months and may be referred to the Office of the City Attorney for prosecution.





City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
West Hollywood Rent increase freeze applicable to RSO units in effect as of April 6, 2020 through sixty (60) days after the expiration of the local emergency period. Subject to further revision based on meeting on April 6, 2020.	3/16/2020 – 5/31/2020	Residential and Commercial The Ordinance applies to non-payment eviction notices and unlawful detainer actions based on such notices, served or filed on or after March 16, 2020. Residential evictions based on non-payment of rent if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19 or the presence of unauthorized occupants related to COVID-19 are prohibited. Commercial evictions based on non- payment of rent if the renter demonstrates that the renter's business is subject to governmental orders or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and the renter demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19 are prohibited.	Renter must notify the owner/owner's representative in writing, within 30 days after the date that rent is due, of lost income and inability to pay rent due to financial impacts related to COVID-19 and provide documentation or explanation to support the claim. Commercial renters must notify the owner/owner's representative in writing, within 30 days after the date rent is due, of lost income and inability to pay rent due to a limitation or closure of the renter's business related to COVID-19, with appropriate supporting documentation.	Residential renters have twelve (12) months of the expiration of the local emergency to repay the unpaid rent. Commercial renters must repay the unpaid rent within six (6) months of the expiration of the local emergency.	Rent Increase Freeze During the rent increase freeze, owners may still apply for individual rent adjustments through the rent adjustment process. If the commercial renter suffers only a partial loss of income, the renter shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss.