



TEMPORARY EVICTION MORATORIUMS – RELATED TO COVID-19

Throughout California, local governments have been 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, while others have included prohibitions related to removing residential units from the market pursuant to the Ellis Act and Ellis Act evictions, evictions due to unauthorized occupants, pets or nuisance related to COVID-19. Finally, a couple of cities have temporarily prohibited all residential evictions except under very 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.**

These eviction moratoriums do not relieve renters of their obligation to repay past due rent and typically specify that the renter has **six (6) to twelve (12) months following the expiration of the local emergency or moratorium period to complete such rent repayments.** 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 June 30th, Governor Newsom again extended Executive Order N-28-20, through the issuance of Executive Order N-71-20 through September 30, 2020.

Executive Order N-28-20, which was issued on March 16th, granted local jurisdictions the authority to temporarily impose limitations on residential and commercial evictions related to the COVID-19 pandemic.

As further background, on March 27th, Governor Newsom issued Executive Order N-37-20 which provided further restrictions on evictions for non-payment of rent due to reasons related to COVID-19, including renter notification and supporting documentation retention. At this time, Executive Order N-37-20 has not been extended.

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.

*****DISCLAIMER*** This is not an exhaustive list. It is for informational purposes only and not intended as legal advice. While we will continually update this list, the information is subject to change and may not be 100% accurate as dates may be extended and moratoriums may have additions, deletions, or amendments after they are passed. State and local laws are constantly changing. Please continue to review your local resources for additional information and updates. Please consult with an attorney with specific questions as there may be multiple layers of law that apply.**



City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Los Angeles	3/4/2020 until expiration of the local emergency.	<p>Residential and Commercial (Applies to RSO and non-RSO units)</p> <p>(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 4, 2020.)</p> <p>Evictions based on Non-payment of Rent</p> <p>During the local emergency period and for 12 months after its expiration, no owner shall endeavor to evict or evict a residential renter for non-payment of rent during the local emergency period if the renter is unable to pay rent due to circumstances related to the COVID-19 pandemic.</p> <p>Endeavor to evict or evict based on the following are prohibited:</p> <p>“No-Fault” Evictions</p> <p>Evictions based on no-fault are prohibited.</p> <p>Evictions based on Presence of Unauthorized Occupants, Pets, or Nuisance</p> <p>Residential evictions are prohibited based on the presence of unauthorized occupants, pets or for nuisance related to COVID-19.</p> <p>Ellis Act Evictions</p> <p>Prohibits removing occupied residential units from the market / prohibits Ellis Act evictions until 60 days after the expiration of the local emergency period.</p> <p>Rent Increase Freeze</p> <p>Prohibits rent increases on occupied RSO units. Effective March 30, 2020 until one year following the termination of the local emergency.</p>	<p>Renter: None provided.</p> <p>Owner: Owners are required to:</p> <p>(1) provide written notice of the rights provided by the ordinance (“Protections Notice”), utilizing the notice as issued by the Los Angeles Housing + Community Investment Department (HCID+LA) without modification, to each residential renter within fifteen (15) days of May 12, 2020, the ordinance’s effective date</p> <p>(2) provide such notice during the local emergency period and for twelve (12) months after its termination, each time the owner serves a notice to pay or quit, a notice to terminate a residential tenancy, a notice to perform covenant or quit, or any eviction notice.</p> <p>The Protections Notice must be provided in English and the language predominantly used by each renter.</p>	<p>Residential renters will have up to twelve (12) months following the expiration of the local emergency to repay the deferred, unpaid rent.</p> <p>(Prior to the expiration of the local emergency period or within 90 days of the first missed rent payment whichever comes first, the residential renter and the owner may mutually agree to a repayment plan selected from options promulgated by the Housing and Community Investment Department.)</p> <p>Commercial renters will have up to three (3) months following the expiration of the local emergency to repay the deferred, unpaid rent.</p>	<p>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.</p> <p>The Ordinance defines “endeavor to evict” as conduct where the owner lacks a good faith basis to believe that the renter does not enjoy the benefits of this article and the owner serves or provides in any way to the tenant: a notice to pay or quit, a notice to perform covenant or quit, a notice of termination, or any other eviction notice.</p> <p><u>Renter’s Private Right of Action</u></p> <p>The ordinance provides residential renters with private right of action against owners for violations of the ordinance through a civil proceeding in which the renter may seek injunctive relief, money damages and any other relief the Court deems appropriate. In addition, the Court may award a civil penalty up to \$10,000 per violation and where the aggrieved residential renter is older than 65 or disabled additional penalties of \$5,000 per violation may be applicable.</p> <p><u>Owner’s Opportunity to Cure</u></p> <p>Prior to commencing a civil proceeding, the renter is to provide the owner with written notice of the alleged violation and the owner has fifteen (15) days from receipt of the notice to cure the alleged violation</p> <p><u>Attorney’s Fees</u></p> <p>The ordinance provides for award of reasonable attorney’s fees under certain circumstances.</p> <p><u>Penalties</u></p> <p>Owners may be subject to administrative citations for violations.</p>



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Los Angeles County	3/4/2020 – 9/30/2020, which may be extended further on a month to month basis.	<p>Residential and Commercial</p> <p>The moratorium covers all residential and commercial renters in the County's incorporated and unincorporated areas. The County's eviction moratorium applies to any incorporated area that has not adopted either a commercial or residential eviction moratorium. Where an incorporated city has adopted only one of the two types of moratorium, for example, has a residential but not a commercial, the County's commercial moratorium would apply.</p> <p>Pursuant to DCBA guidelines, the time period stated in a notice of termination of tenancy which was served 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 on or after March 4, 2020, and during the Moratorium is rendered null and void.</p> <p>Serving a notice to evict or otherwise attempt to evict is prohibited based on the following reasons.</p> <p>Evictions based on Non-payment of Rent</p> <p>Evictions based on non-payment of rent, late charges, interest or any other fees accrued due to financial impacts related to COVID-19 or following government recommended COVID-19 precautions are prohibited.</p> <p>"No-Fault" Evictions</p> <p>Evictions based on "no-fault," unless the eviction is reasonably necessary to protect the health and safety of the occupants or those who live and work nearby.</p> <p>Evictions based on Presence of Unauthorized Occupants, Pets, or Nuisance</p> <p>Evictions based on unauthorized occupants, pets, or nuisance as necessitated by or related to the COVID-19 emergency.</p>	<p>Renter must provide notice to the owner within seven (7) days after rent is due, unless extenuating circumstances exist.</p> <p>Documentation -</p> <p><u>For residential and commercial renters with less than nine (9) employees:</u></p> <p>Owner must accept a self-certification of the renter's inability to pay rent.</p> <p>The DCBA website includes a self-certification form that can be used by renters.</p>	<p><u>For residential renters, commercial renters with nine (9) or fewer employees, and mobilehome space renters:</u></p> <p>Renters will have twelve (12) months following the expiration of the Moratorium Period to repay the unpaid rent.</p> <p>During the moratorium period, owners may request and accept partial payments, if the renter is financially able to do so.</p> <p><u>Commercial renters with 10 or more employees, but fewer than 100 employees:</u></p> <p>Have six (6) months to repay the owner for any amounts due and owing, in equal installments, unless the commercial renter and the owner agree to an alternate payment arrangement.</p>	<p><u>Harassment</u></p> <p>An owner shall not harass or seek to intimidate a renter 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 renter out of a unit, or verbally or physically threatening a renter. Owners who harass or seek to intimidate a renter in violation of the Moratorium shall be guilty of a misdemeanor pursuant to Los Angeles County Code Section 2.68.320.</p> <p><u>Prohibition on Pass-Throughs</u></p> <p>Owners are prohibited from imposing any new 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 (3/4/2020-6/30/2020). Owners are prohibited from retroactively imposing or collecting any such amounts following the termination of the Moratorium.</p> <p><u>Penalties</u></p> <p>Violations of the Order shall be punishable as set forth in chapter 2.68 of the County Code.</p> <p><u>Commercial Eviction Moratorium Applicability</u></p> <p>Commencing June 1, 2020, commercial renters that are multi-national, publicly-traded, or have more than 100 employees are excluded from the protections of the Moratorium.</p> <p><u>Extension of Lease Terms</u></p> <p>Pursuant to DCBA guidelines, if a lease term ends while the Moratorium remains in effect, the lease term shall be extended until the Moratorium ends.</p>



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		<p>Rent Increase Freeze</p> <p>In effect as of March 31, 2020 through June 30, 2020. Applies to RSO units in the County unincorporated area.</p> <p>Owners shall not increase rents for residential units and mobilehome spaces in the unincorporated County during the Moratorium Period (3/4/2020-6/30/2020).</p>			
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<p>Agoura Hills</p> <p>Subject to further revision based on the July 22nd meeting.</p>	<p>3/20/2020-9/30/2020.</p>	<p>Residential and Commercial.</p> <p>The Executive Order applies to evictions and unlawful detainer actions served or filed on or after March 16, 2020.</p> <p>Evictions or attempts to evict 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.</p>	<p>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 substantial financial impacts related to COVID-19 along with supporting documentation.</p>	<p>Renter must repay the unpaid rent within six (6) months of the termination of the COVID-19 local emergency.</p>	<p><u>Penalties</u></p> <p>Violations of the Order shall be enforceable as set forth in Government Code Section 8665 and Section 3609 of the Agoura Hills Municipal Code.</p> <p>Nothing in the Executive Order shall be construed to diminish or supersede the provision of Penal Code Section 396 and the penalties contained therein.</p>
<p>Alhambra</p>	<p>3/4/2020- 9/30/20, extended pursuant to Governor's Executive Order N-71-20.</p>	<p>Residential and Commercial</p> <p>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.</p> <p>Endeavor to evict based on the following are prohibited:</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p> <p>"No-Fault" Evictions</p> <p>Evictions based on "no-fault" reasons are prohibited.</p> <p>Rent Increase Freeze</p> <p>In effect retroactively from March 4, 2020 through the expiration of the Ordinance.</p> <p>Prohibiting rent increases on residential renters eligible under the eviction moratorium provisions. Limited exemptions as set forth in the Ordinance</p>	<p>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.</p>	<p>Renter must repay the unpaid rent within six (6) months of May 31, 2020, or within six (6) months of the date upon which the moratorium is extended, whichever is later.</p> <p>The Ordinance encourages renters and owners to agree to a payment plan during this six-month period, but nothing prevents the renter from paying the owner any amount due incrementally during this six-month period.</p>	



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Baldwin Park	3/17/2020 until expiration of the local emergency.	<p>Residential</p> <p>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.</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p> <p>“No-Fault” Evictions</p> <p>Evictions based on “no-fault,” unless necessary for the health and safety of renters, neighbors, or the owner, are prohibited.</p> <p>Rent Increase Freeze</p> <p>Applicable to RSO units. No rents may be increased from April 2, 2020 to end of declared emergency.</p>	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 .	<p><u>Penalties</u></p> <p>Violations of the order are punishable as set forth in the Baldwin Park Municipal Code.</p>
<p>Beverly Hills</p> <p><i>On June 19th, the Council adopted an ordinance amending the commercial eviction moratorium. For additional details on the commercial provisions, please refer to the Ordinance on AAGLA’s COVID-19 links page. and the City’s website.</i></p>	There has been an eviction moratorium in effect since March 16, 2020 and through the duration of the local emergency.	<p>Residential and Commercial</p> <p>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.</p> <p><u>Residential</u></p> <p>Endeavor to evict based on the following are prohibited:</p> <p>Evictions based on Non-Payment of Rent</p> <p>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.</p> <p>“No-Fault” Evictions</p> <p>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.</p>	<p>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.</p> <p><u>Residential only:</u></p> <p>A copy of both the seven-day notice and the documentation to support the claim shall also be provided by email to the City’s Rent Stabilization office.</p>	<p>Renters must repay the unpaid rent in full within one year of the expiration of the local emergency.</p>	<p>If a dispute arises related to whether a financial impact exists, the Ordinance provides a dispute resolution process.</p> <p>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.</p> <p>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.</p> <p>If the owner makes an accommodation with respect to rent forbearance from a renter pursuant to the Ordinance, and the renter is meeting their obligations, the owner shall not make a negative report to a credit bureau.</p> <p>The Deputy Director of Rent Stabilization may extend the seven (7) day deadline for notifying the owner for up to thirty (30) days.</p> <p>The Ordinance shall not apply to any commercial renter that is publicly traded entity, an entity that is</p>



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		<p><u>Commercial</u></p> <p>Endeavor to evict based on the following are prohibited:</p> <p>Evictions based on Non-Payment of Rent 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.</p> <p>“No-Fault” Evictions 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.</p> <p>Rent Increase Freeze Prohibits any rent increases scheduled to take effect on or after March 15, 2020 applicable to units subject to RSO.</p>			<p>listed on the Fortune 1000, or any entity that employs more than 500 employees or any commercial renter that owned by another entity that is publicly traded, listed on the Fortune 1000 or combined with the commercial renter and other subsidiaries employs more than 500 employees.</p> <p><u>Penalties</u></p> <p>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.</p>
<p>Burbank</p> <p><i>Subject to further revision based on the July 28th meeting.</i></p>	<p>3/17/2020-7/31/2020, unless further extended by action of the Council.</p> <p>The Ordinance related to the repayment period will remain in effect through November 30, 2020, unless further extended.</p>	<p>Residential and Commercial</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p>	<p>Renter must notify the owner notice of the reasons for non-payment for COVID-19 as set forth in the Ordinance, no later than seven (7) days after the date that rent was due, and if seven days from rent being due has already passed, then within 3 days of adoption of the Ordinance, May 5, 2020.</p> <p>Renter must retain and provide the owner with verifiable documentation of the reason for the non-payment of rent no later than thirty (30) days from the rent due date.</p>	<p>Renters will have up to November 30, 2020, to repay any back due rent, late fees and/or penalties.</p>	<p>The provisions of the commercial eviction moratorium do not apply to commercial property leased by a renter that is a multi-national company, a publicly traded company, or a company that is not eligible for the Small Business Administration’s Paycheck Protection Program.</p>



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Camarillo	3/13/2020 until it is superseded by another duly enacted Ordinance or Resolution of the City Council or a further Order by the EOC Director.	<p>Residential, Commercial, and Non-Residential</p> <p>Endeavor to evict based on the following are prohibited:</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p> <p>“No-Fault” Evictions</p> <p>Evictions based on “no-fault” reasons are prohibited.</p> <p>The Order applies to no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after March 13, 2020 to the extent that such no-fault evictions are prohibited by Assembly Bill 1482 for multi-family housing that had been issued a certificate of occupancy over 15 years prior to the effective date of AB 1482.</p>	<p>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 rent along with supporting documentation.</p>	<p>Renters will have up to one hundred and twenty (120) days after the termination of the Order to pay all unpaid rent.</p>	<p><u>Penalties</u></p> <p>This order shall be punishable as set forth in the Camarillo Municipal Code Chapter 1.12.</p>
Commerce	3/16/2020 – 9/30/20, extended pursuant to Governor’s Executive Order N-71-20.	<p>Residential and Commercial</p> <p>As of March 16th, 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.</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p> <p>“No-Fault” Evictions</p> <p>Residential evictions based on “no-fault,” if any member of the household is sick, in isolation, or under quarantine, are prohibited.</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p>	<p>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.</p> <p><i>Commercial renters</i></p> <p>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</p>	<p>Renter must repay the unpaid rent within six (6) months of the expiration of the local emergency.</p>	<p>The Ordinance does not prohibit terminations of tenancy for just cause, or other termination of tenancy where this Ordinance does not apply.</p>



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<p>Culver City Residential</p>	<p>3/16/2020-8/31/2020, or the end of the local emergency whichever occurs earlier.</p> <p>On March 16th, 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.</p> <p>On March 27th, the residential eviction moratorium was expanded further, prohibiting all evictions except for five circumstances set forth in the Order.</p>	<p>The Residential Tenant Eviction Moratorium applies to every notice of termination, eviction notice and unlawful detainer action seeking to recover occupancy of a rental unit, regardless of the date it is served or filed, if the rental unit has not been completely vacated as of March 18, 2020.</p> <p>Eviction Prohibitions</p> <p>The Public Order prohibits all residential evictions except based on one or more of the following circumstances, as listed below:</p> <ol style="list-style-type: none"> 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 reasonable 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 remain in 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. <p>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's Housing Division, describing in detail the nature of the dangerous and unsanitary condition or imminent threat, the reason eviction is necessary, and the steps taken by the owner to avoid the eviction. Moreover, the City's Housing Division 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.</p> <p>For any permitted eviction, the owner must provide the Housing Division a copy of the notice of termination and a description of the circumstances cited by the owner as the basis for a permitted eviction. The Housing Division may also ask for additional information or documentation.</p>	<p>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 full rent amount due along with supporting documentation.</p> <p>To meet the documentation requirement, a renter must provide the owner with a signed and dated declaration under the penalty of perjury, stating that the renter is unable to pay rent and describing the reasons for the inability to pay.</p> <p>The order also specifies that the renter must also make a diligent and good faith effort to provide such documentation of the renter's inability to pay rent as is readily available to the renter.</p>	<p>Residential renters will have a period of twelve (12) months after the expiration of the local emergency to repay the unpaid rent.</p> <p>Upon the expiration of the twelve (12) month repayment period, the owner may take such actions as allowed by State and Local law to collect any back rent that remains unpaid, including seeking recovery of possession of the rental unit.</p> <p>The Third Amended Rules and Implementation Measures regarding Residential Tenant Eviction Moratorium provides general parameters regarding repayment plans, which includes: (E) A protected 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 Protected Tenant do not agree on a Repayment Plan, then a Landlord may have cause to evict a Protected Tenant based on the unpaid Back Rent once the 12-month grace period ends, and (F) A Landlord is prohibited from evicting a Protected 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 Protected Tenant a reasonable Repayment Plan over the 12-month grace period beginning from the expiration of the Local Emergency Period.</p>	<p>Document Retention</p> <p>Owners must retain for a period of at least one year after the expiration of the Local Emergency 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 Local Emergency period, and must permit inspection and copying of such records and documents by the Housing Division or its agents. For Notices of Termination and unlawful detainer proceedings during the twelve-month grace period for payment of back rent, relevant records and documentation must be retained for a period of at least one year after the expiration of the twelve-month grace period.</p> <p><u>Penalties</u></p> <p>The Implementation Measures include 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.</p> <p>In addition, criminal penalties not to exceed \$1,000 or imprisonment not to exceed six months or both may be applicable.</p> <p><u>Harassment</u></p> <p>The Eviction Moratorium includes prohibitions against retaliation and harassment.</p>



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				<p>Please refer to the Third Amended Rules and Implementation Measures regarding Residential Tenant Eviction Moratorium for full details of the repayment plan provisions.</p>	
<p>Culver City Commercial</p>	<p>3/20/2020--8/31/2020, or the end of the local emergency whichever occurs earlier.</p>	<p>The commercial renter eviction moratorium applies 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 renter, regardless of the date it is served or filed, if the Commercial Property has not been permanently vacated as March 26, 2020.</p> <p>As of June 1, 2020, the Commercial Renter Eviction Moratorium shall not apply to any multi-national company, publicly traded company, or a company that employs 200 or more employees.</p> <p>Evictions based on Non-payment of Rent</p> <p>Evictions based on non-payment of rent, where the commercial renter is able to show an inability to pay rent due to circumstances related to the COVID-19 pandemic is prohibited.</p>	<p><u>Renter Notification</u></p> <p>Commercial 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 full rent due to circumstances related to COVID-19 as set forth in the March 27th Implementation Measures with supporting documentation.</p> <p>The Implementation Measures includes a list of documents that may be provided.</p> <p><u>Owner Notification</u></p> <p>The Eviction Moratorium does not apply in cases where the eviction is necessary to address an imminent and objectively verifiable threat to the health and safety of the Affected renter, or the Affected renter's employees, the owner or the owner's employees, or neighboring businesses or residents. In these cases, the owner must provide written notice to the affected renter and to the City's Economic Development Division describing in detail the nature of the imminent threat, the reason eviction is necessary</p>	<p>Commercial renters with less than 10 employees will have up to twelve (12) months following the expiration of the local emergency to repay the unpaid rent.</p> <p>Commercial renters with 10 or more but less than 200 employees will have six (6) months to repay the unpaid rent.</p> <p>Upon the expiration of the twelve (12) month repayment period, the owner may take such actions as allowed by State and Local law to collect any back rent that remains unpaid, including seeking recovery of possession of the Commercial property.</p>	<p>Document Retention</p> <p>All medical and financial information provided to the owner must be held in a separate confidential and secure file and used only to evaluate the renter's claim.</p> <p>The owner must retain all records pertaining to the affected renter's claim for a period of at least one year and shall permit inspection and copying by the City's Economic Development Division.</p> <p><u>Penalties</u></p> <p>Violations may be enforced through the administrative citation process set forth in Chapter 1.02 of the Culver City Municipal Code and subject to fines of up to \$1,000.</p> <p>Each separate day, or any portion thereof, during which any violation occurs or continues, constitutes a separate violation.</p>



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City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
			<p>and the steps taken by the owner to avoid eviction.</p>		
<p>Downey</p> <p><i>Subject to further revision based on the July 28th meeting.</i></p>	<p>Residential: 6/23/2020-7/28/2020, unless extended by action of the City Council.</p> <p>Commercial: 6/23/2020-7/28/2020, unless extended by the Council.</p> <p>(The original commercial eviction moratorium expired on June 1, 2020. On June 23, 2020, the Council adopted an urgency ordinance reestablishing a temporary commercial eviction moratorium.)</p>	<p>Residential and Commercial</p> <p>Evictions based on Non-payment of Rent</p> <p>Evictions based on non-payment of rent when the renter can demonstrate that he, she, or they have suffered one or more financial impacts related to COVID-19 are prohibited</p> <p>Please refer to individual commercial and residential moratorium ordinances for definition of "Financial Impacts" and "Related to COVID-19."</p>	<p>Renters must notify their owners in writing that they cannot pay rent due to a COVID-19 related financial impact. Within one week of providing the written notice, renters must provide verifiable documentation supporting that they have suffered a COVID-19 related financial impact.</p>	<p>For each month a renter has delayed the payment of rent due to a financial impact related to COVID-19, the renter shall have two (2) months to repay the rent in arrears to the owner.</p> <p>The repayment period begins upon expiration of the Urgency Ordinance.</p> <p>If at any time during the repayment period the renter terminates the tenancy, the repayment period terminates and the total amount of unpaid rent shall be immediately due and payable to the owner.</p> <p>The repayment provisions do not apply if an owner and renter have agreed to a repayment schedule prior to June 23, 2020, the effective date of the Urgency Ordinance.</p>	<p>Acceptance by the owner of a partial payment of rent from the renter shall not constitute payment in full of rent or a waiver of the owner's right to collect the balance of the rent due.</p> <p>The Ordinance grants an affirmative defense to an unlawful detainer action</p>



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Duarte	<p>As of April 14, 2020, Duarte's ordinance expired. The Los Angeles County Eviction Moratorium provisions may apply. Please consult with an attorney relative to your particular case or circumstances.</p> <p>Please see above for Los Angeles County's information.</p>				
El Monte	<p>As of June 1, 2020, El Monte is subject to the Los Angeles County's Eviction Moratorium provisions with the exception of the repayment period. El Monte maintains its own repayment provisions as noted herein.</p> <p>For all other provisions, please see above for Los Angeles County's information.</p>			<p><u>El Monte Rent Repayment Provision</u></p> <p>Commencing upon the start date under the County Eviction Moratorium of the 12-month period for the repayment of unpaid rent, each renter and owner shall establish a prorated repayment schedule of the unpaid rent that is at least 25% of the deferred amount due at the end of each 3-month period within the 12-month repayment period or any further extended repayment period as the County may approve.</p> <p>If the renter terminates the tenancy during the repayment period, the total amount of deferred rent shall be due immediately.</p> <p>Owners and renters may agree to different repayment terms.</p>	



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Fillmore	3/24/2020-9/30/20, extended pursuant to Governor's Executive Order N-71-20.	<p>Residential</p> <p>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.</p> <p>Endeavor to evict based on the following are prohibited.</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p> <p>"No-Fault" Evictions</p> <p>Evictions based on "no-fault," unless necessary for the health and safety of renters, neighbors, or the owner are prohibited.</p>	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.	<p>Renters must repay the unpaid rent within six (6) months of the expiration of the local emergency.</p> <p>Renters and owners are encouraged to agree to a payment plan that would allow partial rent payments during the Eviction Moratorium period and during the six-month after the expiration of the local emergency if renters are able to make such payments.</p>	<p><u>Penalties</u></p> <p>Violation of this Resolution shall be punishable as set forth in section 1.08.040 of the Fillmore Municipal Code.</p> <p><u>Harassment</u></p> <p>Owners and those acting on their behalf are prohibited from harassing or intimidating renters who choose to exercise their protections under the Eviction Moratorium</p>
<p>Glendale</p> <p>City of Glendale has a commercial eviction moratorium. For details of the commercial moratorium provisions, please refer to the Resolution on AAGLA's COVID-19 links page. and the City's website.</p> <p>Commercial - As of July 1, 2020, the commercial eviction moratorium has expired.</p>	<p>Residential 3/18/2020 – 8/31/2020, unless extended.</p> <p>Commercial 3/18/2020-6/30/2020</p>	<p>Residential and Commercial</p> <p>Evictions based on Non-payment of Rent</p> <p>Evictions based on non-payment of rent due to circumstances related to the COVID-19 pandemic are prohibited during the local emergency period if the renter is unable to pay rent due to circumstances related to the COVID-19 pandemic.</p> <p>Rent Increase Freeze</p> <p>Rent increase freeze is effective immediately, regardless of when the rent increase notice was served, whereby all rents for residential renters will remain the same as the rate in effect on March 24, 2020, until August 31, 2020. At the end of the local emergency, if an owner wishes to increase rent, the owner must issue a new rent increase notice, clearly stating the new beginning date of the increased rent and the value of the increase.</p>	<p><u>Residential</u></p> <p><u>Rental Payments Due Before August 1, 2020</u></p> <p>Residential renters must provide written notice that the renter needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to the COVID-19 pandemic to the owner, before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days.</p> <p>The renter must retain verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from the employer or supervisor explaining the renter's financial circumstances, to support the renter's assertion of an inability to pay. This documentation may be provided to the owner no</p>	<p><u>Residential</u></p> <p>Residential renters will have up to twelve (12) months following the expiration of the local emergency to repay the unpaid rent.</p> <p>Commencing on the repayment start date and ending twelve months after the end of this moratorium, owner and renter shall establish a prorated repayment schedule of the unpaid rent that is at least 25% of the deferred amount of the rent due at the end of each quarter. If the renter terminates the tenancy during the repayment period, the total amount of deferred rent shall become due immediately.</p>	<p><u>Harassment</u></p> <p>An owner is prohibited from engaging in any harassing behavior in an attempt to collect deferred rent, when payment of rent is delayed during the period this order is in effect.</p> <p><u>Penalties</u></p> <p>Any violation of the Public Order provides for fines not to exceed \$1,000 or imprisonment not to exceed six (6) months.</p> <p>Violations may also be enforced by the provisions of Glendale Municipal Code Chapter 1.24, 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.</p>



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City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
			<p>later than the time upon payment of the back-due rent</p> <p><u><i>Rental Payments Due on August 1, 2020 and During Pendency of Moratorium</i></u></p> <p>Beginning for rental payments due on August 1, 2020, and during the remaining pendency of the moratorium, when a renter is unable to pay full or partial rent due to COVID-19, the renter must notify the owner in writing and provide the owner with verifiable documentation establishing the inability to pay rent due to COVID-19, no later than the day the rent is due.</p> <p>The ordinance provides examples of verifiable documentation that can be provided.</p>		



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City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Inglewood	3/4/2020 – 8/31/2020, unless extended.	<p>Residential and Commercial</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p> <p>“No-Fault” Evictions</p> <p>Residential evictions based on “no-fault” reasons are prohibited during the local emergency period.</p> <p>Ellis Act</p> <p>Owners are prohibited from withdrawing an occupied residential unit from the rental market pursuant to the Ellis Act during the local emergency period.</p> <p>The order is retroactive to March 4, 2020 through May 31, 2020, unless extended.</p>	<p>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.</p>	<p>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.</p>	
<p>Long Beach</p> <p>Subject to further revision.</p>	5/26/2020-7/31/2020	<p>Residential and Commercial</p> <p>Taking action to evict a residential or commercial tenancy based on the following is prohibited.</p> <p>Evictions based on Non-Payment of Rent and Foreclosures</p> <p>Eviction based on non-payment of rent for rent which became due between March 4, 2020 and July 31, 2020, 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.</p>	<p><u>Renter Notice Requirement</u></p> <p>Renters must notify and provide supporting documentation immediately to the owner if the renter cannot pay rent due to a loss of income or medical expenses resulting from COVID-19.</p> <p><u>Owner Pay-or-Quit Notice Requirement</u></p> <p>The Ordinance sets forth specific language that must be included in any pay-or-quit notices dated between March 25, 2020 and July 31, 2020.</p>	<p>Renters will have until July 31, 2021 to pay all delayed rent (without any associate late charges).</p> <p>However, if a renter fails to make a regularly scheduled monthly rental payment after July 31, 2020 and such failure to make a regularly scheduled payment persists after the expiration of an applicable pay-or-quit notice, all delayed and unpaid rent shall become immediately payable.</p>	<p><u>Commercial Eviction Moratorium Applicability</u></p> <p>The ordinance sets forth a list of commercial tenancies that are excluded from the provisions of the ordinance after May 31, 2020.</p> <p>Excluded commercial renters which previously delayed rent in accordance with the Ordinance shall repay the entirety of such rent on or before November 30, 2020 (without any associated late charges).</p>



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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.	<p>Residential and Commercial</p> <p>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.</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p> <p>“No-Fault” Evictions</p> <p>Evictions based on “no-fault,” unless necessary for the health and safety of renters, neighbors, or the owner, are prohibited.</p>	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 .	<p>Commercial Only</p> <p>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.</p> <p><u>Penalties</u></p> <p>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.</p>
Moorpark	3/19/2020-7/28/2020, or until the period of local emergency declared in response to COVID-19 concludes, whichever date is sooner.	<p>Residential and Commercial</p> <p>The Order applies to evictions and unlawful detainer actions served or filed on or after March 13, 2020.</p> <p>Endeavor to evict based on the following are prohibited.</p> <p>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.</p>	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.	<p><u>6 Month Repayment Period</u></p> <p>For deferred rent on or before May 31, 2020, renter must repay the unpaid rent within six (6) months of the expiration of the local emergency.</p> <p>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.</p> <p><u>90 Day Repayment Period</u></p> <p>For deferred rent after May 31, 2020, renter must repay the unpaid rent within 90 days of the expiration of the local emergency.</p>	<p><u>Penalties</u></p> <p>Violations are punishable as set forth in Government Code Section 8665 and Chapter 1.10 of the Moorpark Municipal Code.</p>



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City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Ojai	3/17/2020 through expiration of local emergency.	<p>Residential and Commercial</p> <p>The order applies to evictions and unlawful detainer actions served or filed on or after March 13, 2020, the upon which the local emergency was proclaimed.</p> <p>Endeavors to evict or evict based on the following are prohibited.</p> <p>Evictions based on non-payment of rent or a foreclosure arising out of a substantial financial impact related to COVID-19 are prohibited.</p>	Renters must notify or make reasonable effort 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 pay 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.	<p><u>Penalties</u></p> <p>This Order shall be enforceable as set forth in Government Code Section 8665 and Section 3.1.06 of the Ojai Municipal Code. Nothing in this Executive Order shall be construed to diminish or supersede the provisions of Penal Code Section 396 and the penalties contained therein.</p>
Oxnard	3/19/2020 – 9/30/20, extended pursuant to Governor's Executive Order N-71-20.	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.	<p><u>Penalties</u></p> <p>Violations are punishable as set forth in City Code section 6-9.</p>



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City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Pasadena	3/17/2020 through expiration of local emergency.	<p>Residential and Commercial</p> <p>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.</p> <p>Evictions based on Non-payment of Rent</p> <p>Evictions based on non-payment of rent if the renter is unable to pay due to financial impacts related to COVID-19 are prohibited.</p> <p>“No-Fault” Evictions</p> <p>Residential evictions based on “no-fault,” unless necessary for the health and safety of renters, neighbors, or the rental housing provider, are prohibited.</p>	<p><u>Renter Notification Requirement</u></p> <p>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.</p> <p><u>Owner Notification Requirement</u></p> <p>The owner shall give written notice of the protections afforded by this ordinance to each renter no later than 30 days after its effective date. In lieu of providing written notice to each renter’s rental unit, an owner may conspicuously post and prominently display such notice in the common areas of the property during the pendency of this local emergency.</p>	Renters must repay the unpaid rent within six (6) months of the expiration of the local emergency.	<p><u>Additional Prohibitions</u></p> <p>Where an owner knows of a renter’s inability to pay rent due to financial impacts related to COVID-19, an owner is prohibited from:</p> <p>Charging or collecting rent that is delayed;</p> <p>Charging or collecting interest and/or late fees for delayed rent;</p> <p>Charging or collecting any new pass-through charges; and/or</p> <p>Harassing or intimidating renters for lawful actions. expressly permitted under the ordinance</p>



City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
<p>Pomona</p>	<p>3/19/2020-7/28/2020.</p> <p>On July 29, 2020, Pomona's ordinance will expire. The Los Angeles County Eviction Moratorium provisions may apply. Please consult with an attorney relative to your particular case or circumstances.</p> <p>Please see above for Los Angeles County's information.</p>	<p>Residential and Commercial</p> <p>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.</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>Renters must repay the unpaid rent within six (6) months of the expiration of the local emergency.</p>	<p>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.</p> <p>The Order also provides for temporary suspension on residential and commercial foreclosures for any mortgagor with a demonstrated financial impact related to COVID-19.</p> <p>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.</p> <p><u>Penalties</u></p> <p>Violation of this Order shall be punishable as set forth in Article III of Chapter 14 of the Pomona Municipal Code.</p>



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City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
Redondo Beach	<p>As of May 7, 2020, Redondo Beach's ordinance expired.</p> <p>The Los Angeles County Eviction Moratorium provisions may apply. Please consult with an attorney relative to your particular case or circumstances.</p> <p>Please see above for Los Angeles County's information.</p>				



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San Bernardino (City)	3/20/2020-9/30/20, extended pursuant to Governor's Executive Order N-71-20.	<p>Residential and Commercial</p> <p>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.</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>Renters must repay the unpaid rent within six (6) months of the expiration of local emergency.</p>	<p>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.</p> <p><u>Penalties</u></p> <p>Violations of this order shall be punishable as set forth in Section 2.46.120 of the San Bernardino Municipal Code.</p>
San Buenaventura	3/30/2020 – 9/13/2020.	<p>Residential and Commercial</p> <p>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 until the date the local emergency terminates.</p> <p>Endeavors to evict based the following are prohibited.</p> <p>Evictions based on Non-payment of Rent</p> <p>if the renter demonstrates that the renter is unable to pay rent due to financial impacts related to COVID-19.</p> <p>"No-Fault" Evictions</p> <p>Evictions based on "no-fault," unless necessary for the health and safety of renters, neighbors, or the owner.</p>	<p>Renter must notify the owner in writing, within seven (7) days after the date rent is due, of lost income and inability to pay full rent due to financial impacts related to COVID-19.</p> <p>Renters must also provide documentation to support the claim within 30 days after the date rent is due.</p>	<p>Renter must repay the unpaid rent within six (6) months of the expiration of the local emergency. Renter should also pay partial rent to the extent that they are able.</p>	<p>The Ordinance provides examples of what constitutes as supporting documentation.</p>



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City	Duration	Applicability	Notification Required	Deferred Rent Recovery	Additional Information
San Gabriel	<p>3/31/2020-6/30/2020, until thirty (30) days following the expiration date of Governor's Executive Order N-37-20, May 31, 2020 or any extension thereto.</p> <p>Executive Order N-37-20 expired on May 31, 2020.</p> <p>As of July 1, 2020, San Gabriel's ordinance expired. The Los Angeles County Eviction Moratorium provisions may apply. Please consult with an attorney relative to your particular case or circumstances.</p> <p>Please see above for Los Angeles County's information.</p>	<p>Residential and Commercial</p> <p>Evictions based on non-payment of rent, if the renter is unable to pay the full amount of rent due to reasons related to COVID-19 are prohibited.</p>	<p>Renter must notify the owner/owner's representative in writing before rent is due, or within a reasonable period of time afterwards not to exceed fourteen (14) calendar days, of the renter's needs to delay all or some payment of rent due to an inability to pay full amount due to reasons related to COVID-19 along with true and correct copies of the verifiable documentation that reasonably corroborates the permitted reasons for non-payment of rent.</p>	<p>Renters are given a period of up to 180 calendar days following the expiration of the Urgency Ordinance to pay any unpaid rent.</p>	<p>The Ordinance establishes that the owner may terminate the tenancy of an affected renter if the termination falls within the parameters of one of the eight (8) Just-Cause Termination reasons set forth in the Ordinance.</p> <p>Depending on the Just-Cause Termination, related payment of relocation assistance may be applicable.</p> <p>The Order provides examples of what constitutes as verifiable documentation that reasonably corroborate any or all of the permitted reasons for non-payment of rent.</p> <p><u>Civil Remedies</u></p> <p>Violations of the Ordinance shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorneys' fees.</p>



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<p>Santa Monica Residential</p> <p><i>The City's eviction moratorium is also applicable to commercial renters. For details on the commercial provisions, please refer to AAGLA's COVID-19 links page and the City's website.</i></p>	<p>3/14/2020 – 9/30/2020, unless extended or expressly superseded by a duly enacted Resolution or Ordinance of the City Council or by a further Order by the Director of Emergency Services.</p>	<p>Residential</p> <p>Endeavors to evict based on the following are prohibited.</p> <p>Evictions based on Non-payment of Rent</p> <p>If the residential renter is unable to pay rent due to financial impacts related to COVID-19.</p> <p>This applies to rent that became due between March 14, 2020 and the expiration of the Order.</p> <p>Evictions based on Presence of Unauthorized Occupants, Pets, or Nuisance</p> <p>Prohibits endeavoring to evict a residential renter based on the presence of unauthorized occupants or their pets or based on a nuisance, unless the nuisance substantially endangers or impairs the health or safety of a renter or other persons in the vicinity of the premises, or causes or threatens to cause substantial damage to the premises, and the reason is stated in the notice as the grounds for eviction.</p> <p>Evictions based on Renter's Denial of Entry</p> <p>Prohibits endeavoring to evict a residential renter based on the ground that the renter denied the owner entry unless the renter unreasonably denied entry for the owner to remedy a condition that substantially endangers or impairs the health and safety of a renter or other persons in the vicinity of the premises, or that is causing or threatening to cause substantial damage to the premises.</p> <p>Refer to Fifth Revised First Supplement to the Executive Order for further details relative to an owner's entry under limited circumstances.</p> <p>"No-Fault" Evictions</p> <p>Residential Evictions based on "no-fault" reasons.</p> <p>Ellis Act Evictions</p> <p>Prohibits removing any residential units from the market pursuant to the Ellis Act / prohibits Ellis Act evictions until 60 days after the expiration of the Order.</p>	<p><u>Owner Notification</u></p> <p>Effective April 24, 2020 - owners are required to provide a notice to renters regarding the Eviction Moratorium in writing by email or mail, or posting in a conspicuous location in the lobby of the property or near a mailbox used by residents of the property or in or near a public entrance to the property.</p> <p>The specific language of the notice was originally set forth in the Second Revised First Supplement to the Executive Order. This language has been further revised as currently written in the Fifth Revised First Supplement to the Executive Order. An owner who has provided notice as required under section 6.A. of this Order to a renter under a previous revision of this Order is not required to provide an additional notice to the renter. The notice must be written in the language that the owner normally uses for verbal communication with the renter.</p> <p>An owner must include an additional copy of the same notice with any Notice to Pay Rent or Quit, Notice to Perform Covenant or Quit, Notice to Terminate, and any other notice given as part of an eviction process, in bold underlined 12-point or larger font.</p> <p><u>Renter Notification</u></p> <p>Renter must notify the owner in writing, within 30 days after the date that rent is due, of their inability to pay full rent due to financial impacts related to</p>	<p>Residential renters must repay the unpaid rent within twelve (12) months following the expiration of the Order.</p> <p>An owner may not recover rent that is delayed for reasons stated in this Order if the owner has already obtained compensation for the rent through federal or state government relief funds or other programs that provide such compensation.</p> <p>An owner of a residential renter may not, during the term of this Order or thereafter, charge or collect interest that would accrue on such rent during the term of this Order or for twelve months thereafter.</p>	<p><u>Affirmative Defense</u></p> <p>The Order grants an affirmative defense that may be raised at any time in an unlawful detainer action in the event that the action is commenced based on a violation of the Order.</p> <p><u>Renters' Private Right of Action</u></p> <p>The Order also provides renters with a private right of action against owners for violations.</p> <p><u>Penalties</u></p> <p>The City is authorized to issue administrative citations for violations at a maximum of \$1,000 per violation.</p> <p><u>Harassment</u></p> <p>An owner who knows of facts that provide a renter with an affirmative defense to eviction under the Order and in bad faith endeavors to evict a renter, will be deemed in violation of the City's Tenant Harassment Ordinance, as set forth in Section 4.56.020 of the Santa Monica Municipal Code.</p> <p>The maximum civil penalty for any violation of the Tenant Harassment Ordinance occurring while this Order is in effect is increased from \$10,000 to \$15,000.</p>



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			<p>COVID-19 along with supporting documentation.</p> <p>Notice and documentation that indicates any loss of income or increase in expenses due to COVID-19 is sufficient. A statement written by the renter in a single communication may constitute both notice and documentation.</p> <p>Notice and documentation, shall create a rebuttable presumption that a renter is unable to pay rent due to financial impacts related to COVID-19.</p>		
Simi Valley	3/18/2020 – 9/30/20, extended pursuant to Governor's Executive Order N-71-20.	<p>Residential and Commercial</p> <p>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.</p>	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.



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South Pasadena	3/18/2020 through expiration of local emergency.	<p>Residential and Commercial</p> <p>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.</p> <p>Evictions based on Non-payment of Rent</p> <p>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.</p> <p>“No-Fault” Evictions</p> <p>Evictions based on “no-fault” reasons are prohibited.</p>	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.	<p><u>Penalties</u></p> <p>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.</p>
Thousand Oaks	3/25/2020-9/30/20, extended pursuant to Governor's Executive Order N-71-20.	<p>Residential and Commercial</p> <p>The Order applies to evictions and unlawful detainer actions served or filed on or after March 12, 2020.</p> <p>Evictions based on non-payment of rent, or a foreclosure, arising out of a substantial financial impact related to COVID-19 are prohibited.</p>	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.	<p><u>Penalties</u></p> <p>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.</p>
Ventura County	3/31/2020 - 9/30/2020, extended pursuant to Governor's Executive Order N-71-20.	<p>Residential and Commercial</p> <p>Owners/Owner's representative are prohibited from evicting or attempting to evict or continuing with the eviction of a renter for non-payment of rent if the renter provides notification and documentation substantiating that the non-payment of rent is related to one or more of the substantial financial hardships caused by the COVID-19 pandemic.</p>	Renter must provide a written Notice of Documented Hardship to the owner that: (1) reasonably identifies the renter, the residential/commercial real property, and the due date of the rent payment and (2) includes documentation reasonably supporting the renter's substantial loss of income or substantial out-of-pocket medical expenses, within 30 days after the due date of the rent for which no payment or partial payment is or will be made.	<p>The Ordinance remains silent as to the repayment period.</p> <p>Renters are encouraged to notify their owners of their inability to pay the full amount on or before the date the rent is due. Renters are also encouraged to make partial payments of rent to the extent reasonably possible.</p>	<p><u>Penalties</u></p> <p>Any person or entity that violates the Ordinance is guilty of a misdemeanor/infraction, which is enforceable pursuant to sections 13 through 13-4 of the Ventura County Ordinance Code.</p>



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<p>West Hollywood <i>Residential</i></p> <p>West Hollywood has a commercial eviction moratorium. For details of the commercial moratorium provisions, please refer to the Ordinance on AAGLA's COVID-19 links page. and the City's website.</p>	<p>3/16/2020 – 9/30/2020.</p>	<p>Residential</p> <p>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.</p> <p>An owner is prohibited from endeavoring to terminate a tenancy during the moratorium period, except on the following grounds:</p> <ol style="list-style-type: none"> 1. Non-payment of rent not due to financial impacts related to COVID-19; 2. The renter is using the rental unit for an illegal purpose and has failed to correct the condition after being given notice and an opportunity to cure; 3. The renter has created and is maintaining a dangerous and unsanitary condition and has failed to correct the condition after being given notice and an opportunity to cure; 4. 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 renter property. <p>For items 2-4 above, the ordinance requires that "the required notice shall be in writing to the tenant and the City and shall describe in detail the nature of the condition, the reason eviction is necessary, and the steps taken by the landlord to avoid eviction. The City Manager, or designee, may request additional documentation supporting the existence of the condition warranting the termination of the tenancy and the tenant's failure to cure. The City may also order suspension of the eviction process if the City Manager or designee determines that suspension is necessary in order to prevent abuse of this ordinance, with the purpose of the ordinance being to prohibit residential evictions during the period of a health pandemic except in limited circumstances."</p> <p>Rent Increase Freeze</p> <p>Applicable to RSO units in effect as of April 6, 2020 through sixty (60) days after the expiration of the local emergency. During the rent increase freeze, owners may still apply for individual rent adjustments through the rent adjustment process.</p>	<p><u>Rental Payments Due Before August 1, 2020</u></p> <p>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 rent due to financial impacts related to COVID-19 and provide documentation or explanation to support the claim.</p> <p><u>Rental Payments Due on August 1, 2020</u></p> <p>Residential renters must notify the owner/owner's representative in writing, as soon as possible but no later than 30 days after the rental due date, of lost income and inability to pay rent due to financial impacts related to COVID-19 and, beginning August 1, provides documentation within 30 days of the notice to support the claim.</p>	<p>Residential renters must repay the unpaid rent within twelve (12) months of the expiration of moratorium period.</p> <p>Residential renters may draw down on a security deposit at any time, including during the repayment period to pay back rent and such security deposit shall be replenished by the end of the 12-month repayment period or longer if mutually agreed upon in writing between the parties.</p> <p>Owners are strongly encouraged to offer payment plans to renters during and after the moratorium period, which may go beyond the twelve-month repayment period upon mutual written agreement of the parties.</p>	<p><u>Penalties</u></p> <p>Violations of this ordinance shall be punishable as set forth in Chapter 2.80 of the West Hollywood Municipal Code.</p> <p><u>Harassment</u></p> <p>Filing a three-day notice for evictions that are prohibited through the ordinance during the moratorium period and reporting nonpayment of rent that is authorized through this ordinance to a credit agency are deemed tenant harassment.</p> <p><u>Additional Prohibition</u></p> <p>Owners are prohibited from commencing an eviction during the twelve months after the end of the moratorium period, so long as the renter pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period.</p>