

AGN. NO. _____

MOTION BY SUPERVISORS SHEILA KUEHL AND
HILDA L. SOLIS

February 23, 2021

Updating the County's Eviction Moratorium to Extend, Expand, and Clarify Tenant Protections

The County of Los Angeles continues to face an unprecedented public health and economic crisis due to the novel coronavirus (COVID-19) pandemic. The Board has responded with a series of emergency orders to provide timely and necessary relief to tenants facing socio-economic and health impacts due to the COVID-19 pandemic. On March 19, 2020, the Chair of the Board of Supervisors (Board) issued an Executive Order imposing a temporary moratorium on certain types of evictions for residential or commercial tenants impacted by COVID-19 in the unincorporated areas, commencing March 4, 2020, through May 31, 2020, which the Board has now extended through February 28, 2021 (Eviction Moratorium).

On September 1, 2020, Governor Newsom signed Assembly Bill (AB) 3088 into law to provide eviction protections to residential tenants unable to pay rent due to financial distress related to COVID-19 between March 1, 2020, and January 31, 2021, if certain requirements are met. On January 29, 2021, Governor Newsom signed into law Senate Bill (SB) 91, which extends the eviction protections under AB 3088 through June

MOTION

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30, 2021. AB 3088 and SB 91 expressly preempt actions adopted by local governments between August 19, 2020, and June 30, 2021, relating to eviction protections for nonpayment of rent due to financial distress related to COVID-19 and repayment of rental debt.

On January 5, 2021, the Board adopted a series of protections, some of which would be effective February 1, 2021. Due to the passage of SB 91, the County was further preempted and the following protections that were set to be effective February 1, 2021 will no longer take effect: (1) protection against eviction for nonpayment of rent; (2) protection against eviction for the failure to pay back rent by the end of the repayment period under the County's Eviction Moratorium; (3) protection against eviction for the failure to pay back owed rent under the terms of a payment plan; (4) protection from a landlord applying monthly rental payments in a manner contrary to the tenant's wishes; and (5) extending the Eviction Moratorium to tenants who remain in possession where the unlawful detainer lawsuit has not been adjudicated.

Although the County's Eviction Moratorium is partially preempted by AB 3088 and SB 91, the County is able to provide needed protections for tenants where not preempted by AB 3088 or SB 91, such as providing eviction protections for tenants who reasonably deny entry to their landlords.

This Board is dedicated to protecting tenants vulnerable to COVID-19 from undue harassment and retaliation for their actions during the pandemic. Currently, the Eviction Moratorium sets forth criminal penalties for any violations of the order. However, tenants continue to face harassment and retaliation. For these reasons, this Board should take the following actions: (1) further extend non-preempted eviction protections through June 30, 2021; (2) authorize administrative fines and civil

penalties for violations of the Moratorium and temporarily increase the maximum amounts of such fines and penalties during the local emergency for violations of the tenant harassment and retaliation protections; and (3) authorize a private right of action for tenants, or other persons or entities acting on behalf of tenants, to seek civil remedies and/or equitable relief for violations of the Eviction Moratorium.

Recognizing the ongoing financial burdens on landlords and mobilehome park owners during the pandemic, the Board should also authorize the Director of the Department of Consumer and Business Affairs, to administratively waive payment of the Annual Rent Registration Fee required under Los Angeles County Code Chapters 8.52, 8.57, and 8.65 for the 2021 calendar year for landlords and mobilehome park owners who register in the County's Rental Registry System on or before September 30, 2021.

WE, THEREFORE, MOVE that the Board of Supervisors:

1. Approve and direct the Chair of the Board to execute the attached Resolution, approved as to form by County Counsel, further amending and restating the County's Eviction Moratorium, which includes the following:
 - a. Extending the Eviction Moratorium, where not preempted by AB 3088 and SB 91, through June 30, 2021.
 - b. Authorizing administrative fines and civil penalties against landlords and mobilehome park owners pursuant to Chapters 8.52 and 8.57 of the County Code for violations of the protections described in the Eviction Moratorium, and temporarily increasing the maximum fines and penalties, while the Eviction Moratorium remains in effect, up to \$5000 per violation, per day, for violations of the tenant harassment and retaliation protections, and an additional penalty of up to \$5,000 per violation, per day, if the tenant is

disabled or sixty-five (65) years of age or older.

- c. Authorizing a private right of civil action for tenants, or other persons or entities acting on behalf of the tenant, to seek civil remedies and/or equitable relief for violations of the Eviction Moratorium.
- d. Clarifying revisions by County Counsel.

2. Delegate authority to the Director of the Department of Consumer and Business Affairs, or his designee, to administratively waive payment of the Annual Rent Registration Fee required under Los Angeles County Code Chapters 8.52, 8.57, and 8.65 for the 2021 calendar year for landlords and mobilehome park owners who register all of their dwelling units and/or mobilehome spaces in the County's Rental Registry System on or before September 30, 2021.

S:RS/UpdatingTheCounty'sEvictionMoratoriumToExtend,Expand,AndClarifyTenantProtections

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES FURTHER AMENDING AND RESTATING THE EXECUTIVE
ORDER FOR AN EVICTION MORATORIUM DURING THE EXISTENCE OF A
LOCAL HEALTH EMERGENCY REGARDING NOVEL CORONAVIRUS
(COVID-19)**

February 23, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, because homelessness and instability can exacerbate vulnerability to, and the spread of, COVID-19, the County must take measures to preserve and

increase housing security and stability for Los Angeles County residents to protect public health;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on September 4, 2020, the Centers for Disease Control and Prevention issued a nationwide eviction moratorium order providing additional protections and financial relief for residential tenants and landlords who are experiencing financial hardships, regardless of whether the hardship is related to the COVID-19 pandemic, through December 31, 2020, which has been further extended through March 31, 2021, ("CDC Order"), as follows:

1. Actions adopted by State or local governments are not preempted if they provide equal or greater tenant protections;

2. A residential tenant, which includes a mobilehome space renter, who qualifies under the CDC Order, must submit a declaration to the landlord before December 31, 2020, that the residential tenant has used best efforts to obtain all government assistance for rent or housing, is income qualified, is using best efforts to make timely partial payments to the extent feasible, and would likely end up homeless or be forced into a shared living situation if evicted, because the individual has no other available housing options.

3. Landlords violating the CDC Order may be subject to civil and/or criminal fines and penalties. Criminal penalties for violations include a fine of no more than \$100,000, or \$250,000 if the violation results in death, or one year in jail, or both. If the landlord is an organization, criminal penalties for violations include a fine of no more than \$200,000, or \$500,000 if the violation results in death, or as otherwise provided by law. The United States Department of Justice may initiate court proceedings to seek imposition of such criminal penalties.

WHEREAS, on September 23, 2020, Governor Newsom issued Executive Order N-80-20, further extending the timeframe for the protections set forth in Executive Order N-28-20, authorizing local governments to halt evictions of commercial renters impacted by the COVID-19 pandemic, through March 31, 2021;

WHEREAS, the County's Moratorium protects residential tenants and mobilehome space renters who are unable to pay rent due to financial impacts related to COVID-19 for the period of March 1, 2020, through September 30, 2020, and rent not paid during that period must be repaid by August 31, 2021 under SB 91;

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

WHEREAS, on January 5, 2021, the Board extended the Moratorium and its tenant protections, where not preempted, through February 28, 2021, provided greater clarity to tenants and landlords regarding their rights and responsibilities under the Moratorium, such as harassment and retaliation protections, and added new protections to the Moratorium that would have become effective February 1, 2021; however, some of these actions are now preempted by the extension of AB 3088 pursuant to SB 91;

WHEREAS, due to the extension of AB 3088 pursuant to SB 91, the following residential tenant protections have been removed due to preemption, previously included in the Moratorium that were to be effective February 1, 2021: (1) protection against eviction for nonpayment of rent; (2) protection against eviction for the failure to pay back rent by the end of the repayment period under the Moratorium; (3) protection against eviction for the failure to pay back owed rent under the terms of a payment plan; (4) protection from a landlord applying monthly rental payments in a manner contrary to the

tenant's wishes; and (5) extending the Moratorium to tenants who remain in possession where the unlawful detainer lawsuit has not been adjudicated;

WHEREAS, the Board desires to extend the Moratorium and its tenant protections, where not preempted, through June 30, 2021, authorize administrative fines and civil penalties pursuant to Chapters 8.52, and 8.57 of the County Code, and temporarily increase administrative fines and civil penalties during the Moratorium Period, and provide aggrieved tenants a private right of action for violations of the Moratorium; and

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

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

- I. **Amendment and Restatement.** This Resolution incorporates all aspects, restrictions, and requirements of the Moratorium adopted by the Board, as ratified and amended on March 31, 2020, April 14, 2020, May 12, 2020, June 23, 2020, July 21, 2020, September 1, 2020, October 13, 2020, November 10, 2020, January 5, 2021 and February 23, 2021.
- II. **Moratorium Period.** The Moratorium Period is hereby extended through June 30, 2021. The Board will reevaluate the need for further extensions to or repeal of the Moratorium Period every thirty (30) days.
- III. **Definitions.** For purposes of this Moratorium, the following terms are defined as follows:
 - A. [Intentionally Left Blank]
 - B. "Financial Impacts" means any of the following:
 1. Substantial loss of household income caused by the COVID-19 pandemic;
 2. Loss of revenue or business by Tenants due to business closure;
 3. Increased costs;
 4. Reduced revenues or other similar reasons impacting a Tenant's ability to pay rent due;
 5. Loss of compensable hours of work or wages, layoffs; or
 6. Extraordinary out-of-pocket medical expenses.

C. "Landlord" includes all of the following or an agent of any of the following:

1. An owner of real property, for residential and/or commercial rental purposes ("rental unit" or "unit").
2. An owner of a mobilehome park.
3. An owner of a mobilehome park space.

D. "Moratorium Period" means the time period commencing March 4, 2020, through June 30, 2021, unless further extended or repealed by the Board.

E. "Protected Time Period" means the time period of March 4, 2020, through September 30, 2020, during which a residential tenant or a mobilehome space renter was unable to pay rent.

F. "Related to COVID-19" means related to any of the following:

1. A suspected or confirmed case of COVID-19, or caring for a household or family member who has a suspected or confirmed case of COVID-19;
2. Lay-off, loss of compensable work hours, or other reduction or loss of income or revenue resulting from a business closure or other economic or employer impacts related to COVID-19;
3. Compliance with an order or recommendation of the County's Health Officer to stay at home, self-quarantine, or avoid congregating with others during the state of emergency;
4. Extraordinary out-of-pocket medical expenses related to the diagnosis of, testing for, and/or treatment of COVID-19; or
5. Child care needs arising from school closures in response to COVID-19.

G. "Residential Tenant" means a residential tenant or a mobilehome space renter.

H. "Tenant" includes all of the following:

1. Tenants of a rental unit.
2. Tenants who rent space or a lot in a mobilehome park.
3. Tenants of commercial property, as defined in subdivision (c) of Section 1162 of the Civil Code, including, but not limited to, a commercial tenant using a property as a storage facility for

commercial purposes. The following tenants of commercial property are excluded from the protections of this Moratorium:

- a. Effective June 1, 2020, commercial tenants that are multi-national, publicly-traded, or have more than 100 employees.
- b. Effective September 1, 2020, commercial tenants of space or property located at airports.

IV. General Applicability of Moratorium.

A. Application.

Consistent with the provisions of Paragraph V, VI, VII, and VIII, this Moratorium applies to nonpayment eviction notices, no-fault eviction notices, rent increase notices, and unlawful detainer actions served and/or filed on or after March 4, 2020.

B. Jurisdiction.

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

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

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

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

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

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

A. No Landlord shall evict a Tenant as follows:

1. Nonpayment of Rent. A Tenant shall not be evicted for nonpayment of rent, late charges, interest, or any other fees accrued if the Tenant demonstrates an inability to pay rent and/or such related charges due to Financial Impacts Related to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions, and the Tenant has provided notice to the Landlord within seven (7) days after the date that rent and/or such related charges were due, unless extenuating circumstances exist, that the Tenant is unable to pay.
 - a. Moratorium Period. Commercial Tenants who are unable to pay rent incurred during the Moratorium Period are protected from eviction under this Moratorium, so long as the reason for nonpayment is Financial Impacts Related to COVID-19, and the commercial Tenant provides notice to the Landlord to this effect within the time-frame specified in this Paragraph V.
 - b. Protected Time Period. Residential Tenants who were unable to pay rent incurred during the Protected Time Period are protected from eviction under this Moratorium so long as the reason for nonpayment was Financial Impacts Related to COVID-19, and the Residential Tenant has provided notice to the Landlord to this effect within the time-frame specified in this Paragraph V.
2. No-Fault Termination of Tenancy or Occupancy. A Residential Tenant shall not be evicted where grounds for terminating the tenancy or occupancy is not based on any alleged fault by the Residential Tenant, including, but not limited to, those stated in Code of Civil Procedure section 1161 et seq., and Chapters 8.52 and 8.57 of the County Code. No-Fault termination of tenancy or occupancy also includes the intent to demolish or to substantially remodel the real property.
3. Nuisance or Unauthorized Occupants or Pets. A Residential Tenant shall not be evicted for nuisance or for unauthorized occupants or pets whose presence is necessitated by or related to the COVID-19 emergency.
4. Denial of Entry. A Residential Tenant shall not be evicted on the ground that such tenant denied entry by the Landlord into the rental unit, subject to the following:

- a. The following circumstances permit entry into the Residential Tenant's unit:
 - i. Remedying a condition that substantially endangers or impairs the health or safety of a Residential Tenant or other persons in, or in the vicinity of, the rental unit, or
 - ii. Residential Tenant is causing or threatening to cause substantial damage to the rental unit.
- b. If a Landlord seeks entry pursuant to subdivision (a) above, the Landlord must:
 - i. Not permit entry by any person who is, or who the Landlord has good cause to believe is, a carrier of COVID-19.
 - ii. Ensure that appropriate social distancing, cleaning, and sanitation measures are taken to protect the Residential Tenant and members of the household from risk of transmitting COVID-19 as a result of entry into the rental unit. Such measures must account for: the Residential Tenant notifying Landlord that the Residential Tenant, or a member of the household, has or believes in good faith to have been recently exposed to COVID-19; or the Residential Tenant notifying Landlord that the Residential Tenant, or a member of the household, is at a higher risk for more serious complications from COVID-19.
 - iii. A Landlord who enters the rental unit shall promptly leave the rental unit if the Residential Tenant revokes permission to enter because of the Landlord's failure to observe appropriate social distancing, cleaning, and sanitization measures.
- c. For purposes of this subsection only, "Landlord" includes, but is not limited to, any person authorized by the Landlord to enter the rental unit, such as maintenance personnel, a prospective buyer, or a prospective tenant.

5. Notwithstanding (1) through (4), above, or any other provision of this Moratorium, this Moratorium shall not apply where the eviction is necessary to maintain compliance with the requirements of Civil Code section 1941.1, Health and Safety Code sections 17920.3 or 17920.10, or any other applicable law governing the habitability of rental units, or where the Tenant's occupancy is otherwise a threat to the public health or safety as determined by a court of law.

B. Tenant Certification.

1. Residential Tenants. Residential Tenants, during the Protection Time Period, may provide, and Landlords must accept, a self-certification of inability to pay rent, and are required to provide notice to the Landlord to this effect within the time-frame specified in this Paragraph V.

2. Commercial Tenants.

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

C. Repayment of Rent. Rent unpaid during the Moratorium Period in accordance with this Moratorium shall be repaid pursuant to the following:

1. Repayment for Residential Tenants. Subject to state law requirements, Residential Tenants shall have up to twelve (12) months from the expiration of the Protected Time Period to repay unpaid rent incurred during the Protected Time Period. Effective January 29, 2021, SB 91 requires repayment of such rental debt to be completed by no later than August 31, 2021.
2. Repayment for Commercial Tenants. Commercial Tenants must adhere to the following repayment schedule at the end of the Moratorium Period:

- a. Commercial Tenants with nine (9) employees or fewer shall have twelve (12) months from the expiration of the Moratorium Period to repay unpaid rent.
- b. Commercial Tenants with ten (10) or more, but fewer than 100, employees, shall have six (6) months from the expiration of the Moratorium Period to repay unpaid rent, in equal installments, unless the commercial Tenant and Landlord agree to an alternate payment arrangement.

3. **Partial Payments.** Tenants and Landlords are encouraged to agree on a payment plan during this Moratorium Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial rent payments, or a Tenant from making such payments, if the Tenant is financially able to do so.

VI. Rent Increases in Unincorporated County Prohibited. Landlords shall not increase rents for Residential Tenants in the unincorporated County during the Moratorium Period, to the extent otherwise permitted under State law and consistent with Chapters 8.52 and 8.57 of the County Code. Nothing in this Moratorium shall be construed to apply this limitation of rent increases in incorporated cities within the County.

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

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

- A. Interrupting, terminating, or failing to provide all services required to be provided by the Landlord related to the use or occupancy of a rental unit ("Housing Services") under the terms of a lease agreement or under federal, State, County, or local housing, health, or safety laws unless such Housing Services are closed due to Health Officer Orders;
- B. Failing to perform repairs and maintenance required by a rental agreement or by federal, State or local housing, health, or safety laws;

- C. Failing to exercise due diligence in completing repairs and maintenance once undertaken or failing to follow appropriate industry repair, containment or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;
- D. Abusing the Landlord's right of access into a rental unit. This includes entries, and attempted entries, for inspections that are not related to necessary repairs or services; that are excessive in number; that improperly target certain Residential Tenants; that are used to collect evidence against the occupant; or that are otherwise beyond the scope of a lawful entry;
- E. Abusing a Tenant with words that are offensive and inherently likely to provoke an immediate violent reaction. This includes words used during in-person conversations, through social media postings or messages, or other communications;
- F. Influencing or attempting to influence a Tenant to vacate a rental unit through fraud, intimidation or coercion, which shall include threatening to report a Tenant to the United States Department of Homeland Security or any other governmental or law enforcement agency;
- G. Threatening a Tenant, by word, gesture, or with physical harm;
- H. Violating any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income;
- I. Taking action to terminate any tenancy including service of any notice to quit or notice to bring any action to recover possession of a rental unit based upon facts which the Landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the Landlord. No Landlord shall be liable under this subsection for bringing an action to recover possession unless and until the Tenant has obtained a favorable termination of that action;
- J. Removing from the rental unit personal property, furnishings, or any other items without the prior written consent of a Tenant, except when done pursuant to enforcement of a legal termination of tenancy or as otherwise authorized by law;
- K. Offering payments to a Tenant to vacate more than once in six (6) months, after the Tenant has notified the Landlord in writing that the Tenant does not desire to receive further offers of payments to vacate;

- L. Attempting to coerce a Tenant to vacate with offers of payment to vacate which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied by threats or intimidation in pending eviction actions;
- M. Refusing to acknowledge receipt of a Tenant's lawful rent payment;
- N. Refusing to cash a rent check for over thirty (30) days;
- O. Requesting information that violates a Tenant's right to privacy including, but not limited to, residence or citizenship status, protected class status, or social security number, except as required by law or in the case of a social security number, for the purpose of obtaining information to determine qualification for tenancy, or releasing such information except as required or authorized by law;
- P. Interfering with a Residential Tenant's right to privacy including, but not limited to, entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection;
- Q. Interfering with a Residential Tenant's right to quiet use and enjoyment of a rental unit as that right is defined by State law;
- R. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy;
- S. Removing a Housing Service for the purpose of causing a Residential Tenant to vacate the residential unit or mobilehome. For example, taking away a parking space knowing that a Residential Tenant cannot find alternative parking and must therefore move; and
- T. Interfering with the right of a Residential Tenant to: organize and engage in concerted activities with other tenants for the purpose of mutual aid and protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement; or distribute and post literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards.

IX. Administrative Fines. A Landlord, who is determined by the Department of Consumer and Business Affairs ("DCBA"), to have violated Paragraphs V, VI, VII or VIII of this Resolution, including those relating to the harassment protections

enumerated above, shall be subject to administrative fines pursuant to Sections 8.52.160 and 8.57.130 of the County Code. The maximum administrative fine for violations of Paragraph VIII of this Resolution is temporarily increased for the duration of this Moratorium from \$1,000 to up to \$5,000 per violation for each day the violation continues, and if the aggrieved Tenant is disabled or sixty-five (65) years of age or older, an additional fine of up to \$5,000 per violation per day may be assessed.

X. Remedies.

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

B. Criminal Liability. Violation of Paragraphs V, VI, VII or VIII of this Resolution shall be punishable as set forth in Section 2.68.320 of the County Code.

C. Affirmative Defense. Non-compliance with any provision of this Moratorium shall constitute an affirmative defense for a Tenant in any unlawful detainer action brought pursuant to California Code of Civil Procedure section 1161, as amended. Said affirmative defenses shall survive the termination or expiration of this Moratorium.

D. Nonexclusive Remedies and Penalties. The remedies provided in this Moratorium are not exclusive, and nothing in this Moratorium shall preclude Tenant from seeking any other remedies or penalties available at law or in equity.

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

XII. Grocery stores, gas stations, pharmacies and other retailers are requested to institute measures to prevent panic buying and hoarding essential goods,

including, but not limited to, placing limits on the number of essential items a person can buy at one time, controlling entry to stores, and ensuring those at heightened risk of serious complications from COVID-19 are able to purchase necessities.

XIII. Guidelines and Board Delegations.

- A. The Director of the DCBA, or his designee, shall issue guidelines to aid in the implementation of the Moratorium, including, but not limited to, guidance regarding the ways in which Tenants can certify they are entitled to protection under the Moratorium, appropriate supporting documentation for Tenants not entitled to self-certify under the Moratorium, notice requirements, and procedures for utilizing dispute resolution services offered by DCBA, among other clarifications.
- B. The Los Angeles County Development Authority ("LACDA"), acting in its capacity as a local housing authority for the County, shall extend deadlines for housing assistance recipients and applicants to deliver records or documents related to their eligibility for programs, to the extent those deadlines are within the discretion of the LACDA.
- C. The Director of DCBA, in collaboration with the Chief Executive Office ("CEO"), shall offer assistance to the State Department of Business Oversight to engage financial institutions to identify tools to be used to afford County residents relief from the threat of residential foreclosure and displacement, and to promote housing security and stability during this state of emergency.
- D. The Director of DCBA, in collaboration with the CEO and the Acting Director of Workforce Development, Aging, and Community Services ("WDACS"), shall convene representatives of utility and other service providers to seek a commitment from the providers to waive any late fees and forgo service disconnections for Tenants and small businesses who are suffering economic loss and hardship as a result of the COVID-19 pandemic.
- E. The Director of DCBA, the Acting Director of WDACS, and the Executive Director of LACDA shall jointly establish an emergency office dedicated to assisting businesses and employees facing economic instability as a result of the COVID-19 pandemic. The joint emergency office shall be provided all of the necessary resources by DCBA and WDACS, and should include opening a dedicated hotline to assist businesses and employees, web-based and text-based consultations, and multilingual services. The County shall provide technical assistance to businesses and employees seeking to access available programs and insurance, and shall work directly with representatives from the State and federal governments to expedite, to the extent possible, applications and claims filed by County residents.

- F. The Director of DCBA and the Executive Director of LACDA shall assist small businesses in the unincorporated areas in applying for U.S. Small Business Administration ("SBA") loans that the President announced on March 12, 2020. SBA's Economic Injury Disaster Loans offer up to \$2 million in assistance for a small business. These SBA loans can provide vital economic support to small businesses to help overcome the temporary loss of revenue they are experiencing.
- G. The Executive Director of LACDA, or his designee, is hereby delegated authority to amend existing guidelines for any of its existing federal, State or County funded small business loan programs, including the Community Development Block Grant ("CDBG") matching funds, and to execute all related documents to best meet the needs of small businesses being impacted by COVID-19, consistent with guidance provided by the U.S. Economic Development Administration in a memorandum dated March 16, 2020, to Revolving Loan Fund ("RLF") Grantees for the purpose of COVID-19 and temporary deviations to RLF Administrative Plans, following approvals as to form by County Counsel.
- H. The Acting Director of WDACS shall work with the State of California, Employment Development Department, to identify additional funding and technical assistance for dislocated workers and at-risk businesses suffering economic hardship as a result of the COVID-19 pandemic. Technical assistance shall include, but not necessarily be limited to: assistance for affected workers in applying for unemployment insurance, disability insurance and paid family leave; additional business assistance for lay-off aversion and rapid response; and additional assistance to mitigate worker hardship as a result of reduced work hours or job loss due to the COVID-19 pandemic.
- I. The Director of DCBA and the Acting Director of WDACS, in collaboration with the CEO and the Executive Director of LACDA, shall create a digital toolkit for small businesses and employees to assist them in accessing available resources, including, but not limited to, disaster loans, unemployment insurance, paid family leave, disability insurance, and layoff aversion programs.
- J. The CEO's Center for Strategic Partnerships, in collaboration with the DCBA and its Office of Immigrant Affairs, and the Acting Director of WDACS, shall convene philanthropic partners to identify opportunities to enhance resources available to all small business owners and employees who may be unable or fearful to access federal and State disaster resources, including immigrants.
- K. The Executive Director of the Office of Immigrant Affairs, the CEO's Women + Girls Initiative, and the Department of Public Health's Center for Health Equity shall consult on the above directives to provide an immigration,

gender, and health equity lens to inform the delivery of services and outreach.

- L. The Director of DCBA, the Acting Director of WDACS, and the Executive Director of LACDA, or their respective designees, shall have the authority to enter into agreements with partner agencies and municipalities and hire and execute contracts for consultants, contractors, and other services, as needed, to provide consumer, tenant, and worker protections and support small businesses during the stated emergency to accomplish the above directives.
- XIV.** This Resolution shall take effect immediately upon its passage. Except as otherwise indicated, all provisions stated herein shall apply commencing March 4, 2020, and shall remain in effect until June 30, 2021, unless extended or repealed by the Board of Supervisors. This Resolution supersedes all previously issued resolutions and executive orders concerning an eviction moratorium or rent freeze within the County. It shall be superseded only by a duly enacted ordinance or resolution of the Board or a further executive order issued pursuant to Section 2.68.150 of the County Code.
- XV.** **Severability.** If any provision of this Resolution or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Resolution are declared to be severable.
- XVI.** **Waiver Prohibited.** Any waiver of rights under this Moratorium shall be void as contrary to public policy.

The foregoing Resolution Further Amending and Restating the Executive Order for an Eviction Moratorium was adopted on the _____ day of _____ 2021, by the Board of Supervisors of the County of Los Angeles.

Board of Supervisors of the
County of Los Angeles

By _____
Chair

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By:  FOR NAZIE TASHAKORIAN
Deputy