AGENDA NO.

January 24, 2023

MOTION BY SUPERVISORS LINDSEY P. HORVATH AND HILDA L. SOLIS

Affirming rights of tenants and property owners and extending protections and assistance to prevent an increase in homelessness

In March 2020, in response to the serious health and economic impacts of the Novel Coronavirus (COVID-19) pandemic, the County of Los Angeles adopted emergency tenant protections creating affirmative defenses against evictions for residential and commercial tenants in certain identified instances. Over the past 34 months, the Board of Supervisors (Board) has modified and extended these protections in response to the evolving nature of the pandemic. On December 20, 2022, the Board extended the protections through January 31, 2023, as the County faces surges in COVID-19 cases, influenza, and respiratory syncytial virus (RSV) cases - an emergency that some are calling a respiratory illness trifecta. Along with the one-month extension, the Board directed County Counsel and the Department of Consumer and Business Affairs (DCBA) to report back in 30 days on the feasibility of extending the Resolution through June 30, 2023, and to identify potential sources of funding, including the reallocation of American Rescue Plan Act (ARPA) housing funds, for rent relief to help reduce the number of households with rental debt.

The Los Angeles Times recently reported that eviction moratoriums and cash income from extended unemployment insurance and stimulus payments helped thousands of economically

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vulnerable people in the County avoid becoming unhoused during the pandemic. The article sites a study, “Breaking the Fall,” released by a Los Angeles-based nonprofit, Economic Roundtable, which estimates that homelessness increased 13% from 2020 to 2022, a figure that would have climbed to 23% without the interventions. The report argues that the same measures should be used to lessen another possible surge in homelessness if there is a recession next year, attributing the largest portion of success to renter protections, which reduced evictions by half nationally and more in California and Los Angeles. Finally, the report contends that the homeless services system does not have the tools to and should not be expected to prevent homelessness rising in a future economic downturn, instead recommending financial interventions be targeted using predictive analytic screening to identify unemployed workers who are most likely to become homeless.

In August 2020, the Los Angeles County Development Authority (LACDA) launched the Rent Relief Program, providing over $117 million in emergency rental assistance to Los Angeles County income-eligible renters that had been financially impacted by the COVID-19 pandemic. And on March 15, 2021, the State launched Housing is Key, a federally funded rent relief program to support property owners and income-qualified residential tenants who have struggled to pay rent and bills due to financial hardships caused by the pandemic. As of January 17, 2023, the State has paid out over $2.5 billion to 195,387 impacted households in the Los Angeles region. The rental assistance program has undoubtedly prevented thousands of residents from losing their housing and also helped property owners who have not been able to receive rental income

from those tenants. However, given the ongoing nature of the pandemic and its impacts, there is still a significant number of County households who are carrying rental debt and may be at risk of falling into homelessness.

In 2019 the Board directed the Department of Consumer and Business Affairs (DCBA) to establish the County's first Eviction Defense Program. Stay Housed LA, the County's partnership with nonprofit legal service providers and community organizations was launched in September, 2020 to provide low-income tenants living in the County with free, limited, and full-scope legal representation; short-term rental assistance; and other complementary services to stabilize their housing while facing potential eviction

and/or homelessness due to financial hardship. And in September 2022, the Board directed DCBA to transition Stay Housed L.A. County into a permanent program with the goal of providing Universal Access to tenants facing evictions by 2027. As of December 2022, Stay Housed LA has provided outreach and education to over 112,000 individuals and households, provided limited legal services to 15,065 households, full scope legal representation to 2,303 households, and rental assistance to 93 households totaling $846,642.

Given the impact tenant protections had on reducing the inflow into homelessness and the ongoing need for support to address rental arrears, it would be prudent for the Board to both extend the existing protections through June 30, 2022 and take steps to set up a rental assistance program to protect the health and welfare of vulnerable tenants that also provides thoughtful relief to impacted property owners.]

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 Resolution, to do the following:

a. Prohibit landlords from seeking an eviction action against tenants for the presence of unauthorized occupants and/or pets necessitated by COVID-19 through January 31, 2024. Once the protections expire, require landlords to provide tenants with a 30-day notice to "cure or quit" prior to filing an eviction based on the presence of unauthorized occupants and/or pets that began during the term of the LA County COVID-19 Tenant Protections Resolution and before January 20, 2023 for one year after the protections expire .

b. Extend the remaining protections in the Resolution through June 30, 2023, in order to protect tenants from the risk of being evicted due to the non-payment of back-due rent, so that they have the opportunity to utilize rental relief funds to be provided in Actions 2 and 3 below.

2. Direct CEO to allocate $5 million in ARPA COVID-19 Emergency Funding, as identified in the 30-day report back for Agenda Item 62-A from the December 20, 2022, BOS meeting (see attached) to the following programs:

   a. $2 million to Stay Housed LA for rental relief; and

   b. $3 million to the new non-Mortgage Small Landlord (aka Mom-and-Pop) Assistance Program, for landlords without a mortgage, as described in the

attached 30-day report back from DCBA. The program will provide up to $30,000 directly to landlords that agree that the acceptance of the funds will fully satisfy any unpaid rent a tenant (or tenants) have and explicitly agree that the tenant (or tenants) can not be evicted for that purpose.

3. Direct the CEO, DCBA, and LACDA, to prepare a 30-day report back on the development of a Rent Relief Program to be administered by the Department of Consumer and Business Affairs, which would prioritize serving tenants most at risk of eviction due to unpaid back rent, after June 30, 2023, when the current tenant protections expire.
    a. The program, and rental assistance to be provided, shall be in partnership with the impacted landlords and property owners (to the extent feasible assistance for unpaid rent shall be provided directly to property owners).
    b. The report back shall include an estimate of impacted renters, program framework, implementation timeline, funds needed, and potential funding sources, with the goal of creating and scaling the program before June 30, 2023.
4. Direct DCBA to update their tenant protections website, clearly articulating the rights of tenants and property owners.

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RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES FURTHER AMENDING AND RESTATING THE COUNTY OF LOS ANGELES COVID-19 TENANT PROTECTIONS RESOLUTION

January 24, 2023

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, and other tenant protections (formerly referred to as "Moratorium" now referred to as "Protections"), commencing March 4, 2020, through May 31, 2020 (formerly referred to as "Moratorium Period" now referred to as "Protections 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 Protections 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 Protections every thirty (30) days to consider further extensions;

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

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

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

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

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

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

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

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

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

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

WHEREAS, on February 23, 2021, Governor Newsom signed AB 81 into law, which

further modified the eviction protections and the temporary preemption provisions of AB 3088 and SB 91;

WHEREAS, on September 1, 2020, the Board extended the Protections 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 Protections;

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

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

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

WHEREAS, on January 5, 2021, the Board extended the Protections, where not preempted, through February 28, 2021, provided greater clarity to tenants and landlords regarding their rights and responsibilities under the Protections, such as harassment and retaliation protections, and added new protections that would have become effective February 1, 2021; however, some of these actions were preempted by the extension of AB 3088 pursuant to SB 91 and AB 81;

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

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

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

WHEREAS, on June 22, 2021, this Board authorized the following additional protections for commercial tenants: (1) require landlords to give commercial tenants with nine (9) employees or fewer notice of their rights under the Protections; (2) expand affirmative defenses to include

protection from enforcement of personal guarantees against any natural person for commercial rental debt accrued during the Protections Period for commercial tenants with nine (9) employees or fewer; and (3) specify that holdover and month-to-month commercial tenants, unless otherwise exempted, are protected;

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

WHEREAS, while the County ramped up its vaccination efforts to prevent the spread of the virus, the County needed to continue to protect its residents as the COVID- 19 variants increased and to prepare for the cold and flu season; therefore, on September 28, 2021, the Board changed the name of this resolution to the "County of Los Angeles COVID-19 Tenant Protections Resolution," extended the Protections through January 31, 2022, clarified provisions where not preempted by State law, and expanded the owner move-in exception;

WHEREAS, though the County has made significant progress in vaccine distribution, COVID-19 cases have again surged due to the Omicron variant, which emerged in late 2021, and on January 9, 2022, the County recorded 45,584 new COVID- 19 cases – its highest number of new cases in one day since the pandemic's beginning, demonstrating a continuing necessity to preserve and extend many of the tenant protections;

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 County of Los Angeles COVID-19 Tenant Protections ("Resolution") related to the protection of life and property;

WHEREAS, on September 28, 2021, the Board directed the Chief Executive Officer ("CEO"), in conjunction with the Department of Consumer and Business Affairs ("DCBA"), the Los Angeles County Development Authority ("LACDA"), Department of Public Health ("DPH"), and County Counsel to report back in 30 days with recommendations for data sets, metrics and other pertinent criteria to evaluate further extensions of the Resolution and to report back in 90 days with a phase-out plan based on a comprehensive analysis of these recommendations;

WHEREAS, on January 25, 2022, due to a record-setting spike in the number of confirmed cases of the COVID-19 virus, exhibiting the continued public health crisis in the County, the Board adopted the first two phases of the recommended phase- out plan, which extends some of the County's emergency residential tenant protections allowable under State law, while slowly beginning to lift others, and is a balanced approach to protecting the health and welfare of vulnerable tenants while also providing thoughtful relief to impacted property owners;

WHEREAS, on October 20, 2022, a U.S. District Court for the Central District of California in *Apartment Association of Los Angeles, County, Inc. v. County of Los Angeles,* Case No. 2:22-cv-02085-DDP-JEM (C.D. Cal. October 20, 2022) issued an order, effective December 1, 2022, preliminarily enjoining the enforcement of Section VI(A)(1)(b)(ii) of the January 25, 2022 Resolution, as well as those portions of Sections IX(I), X, and XI that incorporate Section VI(A)(1)(b)(ii), on the grounds of unconstitutional vagueness ("Order"). However, the Order specifically provided the time period between October 20, 2022 and December 1, 2022 for, among other things, “the County to adopt a constitutionally viable alternative.” Order, p. 12;

WHEREAS, the Board disputed that the Resolution adopted on January 25, 2022 was vague or in any way unconstitutional. Without conceding, and in an effort to preserve tenant protections through the end of 2022, on November 15, 2022, the Board adopted this Resolution providing clarifying language to cure the perceived deficiencies highlighted in the Order;

WHEREAS, on November 15, 2022, the Board found that the definition of the "Financial Impacts Related to COVID-19" as used herein can be expressed as percentages of a Tenant's monthly household income. These percentages are derived from eviction protections under the national moratorium enacted by the Centers for Disease Control and Prevention (Temporary Halt in Residential Evictions in Communities with Substantial or High Transmission of COVID–19 To Prevent the Further Spread of COVID–19, 86 Fed. Reg. 43245, FN 11 (Aug. 6, 2021));

WHEREAS, on November 15, 2022, the Board found that the Resolution's protection from eviction for non-payment of rent can also be expressed by specific reference to the provided affirmative defense to an unlawful detainer action;

WHEREAS, on December 20, 2022, the Board found that due to the surge in COVID-19 cases in the fall and winter of 2022, along with concurrent surges in influenza and respiratory syncytial virus (RSV) cases countywide, which some are calling a respiratory illness trifecta, exhibiting the continued public health crisis in the County, the Protections Period must be extended to January 31, 2023; and

WHEREAS, the Board finds that the continued public health crisis requires that the Protections Period be extended through January 31, 2024.

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

I. **Incorporation of Recitals.** The foregoing Recitals are true and correct and incorporated herein by reference.

II. **Amendment and Restatement.** This Resolution incorporates all aspects, restrictions, and requirements of the Protections adopted by the Board, as ratified and amended on March 31, 2020, April 14, 2020, May 12, 2020, June 23, 2020, July 21, 2020, September 1, 2020, October 13, 2020, November 10, 2020, January 5, 2021, February 23, 2021, June 22, 2021, September 28, 2021, November 15, 2021, January 25, 2022, November 15, 2022, December 20, 2022, and January 24, 2023.

III. **Protections Period.** The Protections Period, formerly known as the "Moratorium Period", is hereby extended through January 31, 2024.

IV. **Definitions.** For purposes of this Resolution, the following terms are defined as follows:

A. "Condominium" means a property used for residential purposes that is divided into several units that are each separately owned, where there is no interior connection between the units, surrounded by common areas that are jointly owned.

B. "Duplex" means a multi-family home that has two units on the same property under the same legal title where each unit has a separate entrance, and there is no interior connection between the units.

C. "Extension Protections Period" means the time period commencing July 1, 2022, through June 30, 2023, unless further extended or repealed by the Board.

D. "Family Member" means Tenant's or Landlord's parent, child, spouse or registered domestic partner, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, or other dependent over which the Landlord has guardianship, the spouse's or registered domestic partner's parent, child, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, and other dependent over which the Tenant's or Landlord's spouse or domestic partner has guardianship.

E. "Financial Impacts" means any of the following:

1. Substantial loss of household income caused by the COVID-19 pandemic. “Substantial loss” as used in this paragraph is defined as a loss of at least 10% of a Tenant’s average monthly household income for the 12-month period immediately preceding March 1, 2020, as may be established by pay stubs, payment receipts, letters from employers, or other evidence; or

2. Increased or extraordinary costs in food, fuel, child care, and/or unreimbursed medical expenses in an amount greater than 7.5% of a Tenant’s average monthly household income for the 12-month period immediately preceding March 1, 2020.

F. "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.

G. “Mobilehome Space” means the site within a mobilehome park intended, designed, or used for the location or accommodation of a mobilehome and any accessory structures or appurtenances attached, whether or not the Mobilehome Space is permitted pursuant to State or local law.

H. “Multi-family Home” means a property used for residential purposes that contains more than one separate residential unit, where each unit has a separate entrance, and there is no interior connection between the units.

I. "Personal Guarantee" means, with respect to a commercial lease for a commercial Tenant who has nine (9) employees or fewer, a term that provides for an individual who is not the Tenant to become wholly or partially personally liable for the rent, charges, or other sums required to be paid by the commercial Tenant, upon the occurrence of a default in payment. The term "Personal Guarantee" includes the execution of a separate instrument that would otherwise qualify as a Personal Guarantee if it were included within the terms of the underlying commercial lease. This definition only applies to a Personal Guarantee by a third party that is a natural person rather than a business entity.

J. "Protected Time Period" means either of the following time periods:

1. March 4, 2020, through September 30, 2020, during which a Residential Tenant was unable to pay rent due to Financial Impacts Related to COVID-19; or

2. March 4, 2020 through January 31, 2022, during which a commercial Tenant was unable to pay rent due to Financial Impacts Related to COVID-19.

K. "Protections" (formerly known as the "Moratorium") means the set of tenant protections applicable to a Tenant pursuant to the terms of this Resolution.

L. "Protections Period" (formerly known as the "Moratorium Period") means the time period commencing March 4, 2020, through January 31, 2024, unless further extended or repealed by the Board.

M. "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, unreimbursed medical expenses related to the diagnosis of, testing for, and/or treatment of COVID-19; or

5. Childcare needs arising from school closures in response to COVID- 19.

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

O. “Single-Family Home” means a stand-alone, detached residential unit separate from any other residential dwelling unit or structure. For the purposes of this Resolution, single-family home does not include accessory dwelling units (ADUs) as defined in, but not necessarily in strict compliance with the requirements of, Section 22.44.1370 of the County Code.

P. "Tenant" includes all of the following:

1. Tenants of residential real property.

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 these Protections:

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.

Q. "Transition Protection Period" means the time period from October 1, 2020, through

September 30, 2021.

R. "Triplex" means a multi-family home that has three units on the same property under the same legal title where each unit has a separate entrance, and there is no interior connection between the units.

V. General Applicability of Resolution.

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

B. Jurisdiction.

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

2. Incorporated Cities within County. Effective September 1, 2020, unless expressly limited to the unincorporated areas of the County, this Resolution 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 Resolution, to provide uniform, minimum standards protecting Tenants during this local emergency.

b. Nothing in this Resolution 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 Resolution if the protections are not inconsistent with this Resolution 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 Tenants to notify a Landlord of an inability to pay rent, removing a requirement that a Tenant notify a Landlord of an inability to pay, removing a requirement for a 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.

VI. Eviction Protections. Temporary protections of Tenants impacted by the COVID-19 crisis are imposed as follows:

A. Evictions.

1. Nonpayment of Rent. During the time periods set forth below, a Tenant may assert an affirmative defense to an unlawful detainer action 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 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. The affirmative defense provided under this Paragraph is described in Section C of Paragraph XI, below.

FOR COMMERCIAL TENANTS, THERE SHALL BE NO FURTHER EVICTION PROTECTIONS AFTER JANUARY 31, 2022.

a. Protected Time Period. A Tenant who is unable to pay rent incurred during the Protected Time Period may assert an affirmative defense to an unlawful detainer action throughout the repayment period set forth in Section C of this Paragraph VI, so long as the reason for nonpayment was Financial Impacts Related to COVID-19, and the Tenant has provided notice to the Landlord to this effect and certified their financial hardship within the timeframe specified in this Paragraph VI.

b. Extension Protections Period. Effective July 1, 2022, through June 30, 2023, a Residential Tenant whose household income is at 80 percent Area Median Income or below and who is unable to pay rent incurred from July 1, 2022, through June 30, 2023, may assert an affirmative defense to an unlawful detainer action, 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 and self-certified their income level and financial hardship within the timeframe specified in this Paragraph VI.

2. No-Fault Termination of Tenancy or Occupancy. A Tenant may assert an affirmative defense to an unlawful detainer action where grounds for terminating the tenancy or occupancy is not based on any alleged fault by the Tenant, including, but not limited to, those stated in Code of Civil Procedure section 1161 et seq., Civil Code section 1946.2 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. The affirmative defense provided under this Paragraph is described in Section C of Paragraph XI, below.

3. Owner Move-Ins. As of July 1, 2021, a Landlord and/or a Landlord's Family Member may, in good faith, recover possession of up to two of the following: a single-family home, a Mobilehome Space, Condominium unit, two units within a Duplex, and/or two units within a Triplex (collectively, "Units") from a Residential Tenant(s) and their household members for use and occupancy by the Landlord and/or the Landlord's Family Member as the Landlord's and/or Landlord's Family Member's principal residence(s) for at least thirty-six (36) consecutive months. Such displacement of the current Residential Tenant and Residential Tenant's household members from the Units is subject to the following conditions:

a. Residential Tenant has been and is able to pay rent and does not have Financial Impacts Related to COVID-19. This subsection a. shall expire on May 31, 2022;

b. Landlord purchased the single family home, Condominium unit, Mobilehome Space, Duplex, and/or Triplex at issue on or before June 30, 2021. This subsection b. shall expire on May 31, 2022;

c. Landlord or Landlord's Family Member must first seek to occupy a vacant Unit(s) if there are three (3) or more Units on the rental property. If no such vacant Unit(s) is available, then Landlord or Landlord's Family Member may displace the most recently occupied Unit(s) so that the Landlord or the Landlord's Family Member may move into the Unit(s);

d. Landlord Move-In Unit Limitation. In order to evict under this subsection VI.A.3., the Landlord must be a natural person and possess legal title to at least fifty percent (50%) of the single family home, Mobilehome Space, Condominium unit, Duplex, and/or Triplex at issue, or be a beneficiary with an interest of at least fifty percent (50%) in a trust that owns same. A Landlord with at least fifty percent (50%), but less than one hundred percent (100%), ownership interest in a Duplex or Triplex may occupy only one Unit within said Duplex or Triplex, and a Landlord with one hundred percent (100%) ownership interest in a Duplex or Triplex may occupy up to two (2) Units in said Duplex or Triplex, for use as the Landlord's and/or the Landlord's Family Member's primary residence(s). A Landlord and/or Landlord's Family Member may use and occupy up to two (2) Units in total as the Landlord's and/or Landlord's Family Member's primary residence(s), regardless of the types of Units they are;

e. Landlord may only terminate a tenancy if the Landlord or Landlord's Family Member who will reside in the Unit is similarly situated to the Residential Tenant or Residential Tenant's household members who are being displaced, as follows:

i. If the Residential Tenant or one of Residential Tenant's household members is at least sixty-two (62) years of age or older, then the Landlord or Landlord's Family Member who will reside in the Unit must also be sixty- two (62) years of age or older;

ii. If the Residential Tenant or one of Residential Tenant's household members is a person with a disability who has a physical or mental impairment that limits one or more of a person's major life activities within the meaning of the California Fair Housing and Employment Act pursuant to California Government Code section 12926, then the Landlord or Landlord's Family Member who will reside in the Unit must also be a person with a disability;

iii. If the Residential Tenant or one of Residential Tenant's household members has a terminal illness as verified by a medical care provider, then the Landlord or Landlord's Family Member who will reside in the Unit must also have a terminal illness; or

iv. If the Residential Tenant is a low-income household (low-income household means a household whose income does not exceed the qualifying limits for lower income households as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code section

50079.5), then the Landlord or Landlord's Family Member who will reside in the Unit must also be a low-income household.

f. Landlord provides Residential Tenant with at least sixty (60) days' written notice that Landlord or Landlord's Family Member will be occupying the Unit as their principal residence, thus requiring Residential Tenant to vacate the Unit within sixty (60) days, and Landlord provides a copy of said notice to the Department of Consumer and Business Affairs ("DCBA") with proof of timely service on the Residential Tenant. The Landlord shall provide an extension to this time period if anyone in the Residential Tenant's household residing in the Unit and/or anyone in the Landlord's or Landlord's Family Member's household who will be moving into the Unit has been diagnosed with a suspected or confirmed case of COVID-19 within fourteen (14) days of the final date of the tenancy until all affected parties have been deemed to no longer be infectious. Landlord demonstrates good faith by moving into, or having Landlord's Family Member who will principally reside in the Unit move into, the Unit within sixty (60) days of Residential Tenant vacating the Unit and living in the Unit as Landlord's or Landlord's Family Member's principal residence for at least thirty-six (36) consecutive months;

g. Landlord pays the Residential Tenant relocation assistance. The amount of relocation assistance shall be as set forth in the regulations, executive orders, or municipal code of the local jurisdiction within which the Unit is located. If no such relocation assistance requirements exist for such owner move-ins, Landlord shall pay Residential Tenant relocation assistance as set forth in Section 8.52.110 of the County Code and DCBA's policies and procedures;

h. Not less than sixty (60) days prior to the final date of the tenancy, the Landlord must disclose to DCBA the name(s) of the eligible individuals who will occupy the Unit on a form approved by DCBA. DCBA may contact the Landlord at any time during Landlord's or Landlord's Family Member's thirty- six (36) month occupancy to confirm that the Landlord or Landlord's Family Member resides in the recovered Unit and to obtain written verification of residency; and

i. Landlord is in compliance with all requirements of Chapter 8.52 of the County Code for Units located in the unincorporated County.

4. Nuisance or Unauthorized Occupants or Pets. A Residential Tenant may assert an affirmative defense to an unlawful detainer action for nuisance or for unauthorized occupants or pets whose presence was necessitated by or related to the COVID-19 emergency. The affirmative defense provided under this Paragraph is described in Section C of Paragraph XI, below.

If a Landlord seeks to evict a Residential Tenant due to the presence of unauthorized occupants or pets whose presence was necessitated by or related to the COVID-19 emergency, and who began dwelling in the unit on or before January 20, 2023, the Landlord must first serve on the Residential Tenant a 30-day notice to cure prior to initiating an unlawful detainer action.

This protection shall survive the expiration of the Resolution for one year through January 31, 2025.

5. Denial of Entry. A Residential Tenant may assert an affirmative defense to an unlawful detainer action brought 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.

   d. Such protections shall expire on May 31, 2022, except where a Landlord's attempts to enter the rental unit constitute harassment. The affirmative defense provided under this Paragraph is described in Section C of Paragraph XI, below.

6. Notwithstanding (1) through (5), above, or any other provision of this Resolution, these Protections shall not apply where the eviction is necessary to maintain compliance with the requirements of Civil Code

section 1941.1, Health and Safety Code sections 17920.3 or 17920.10, or any other applicable law or government order concerning the safety or habitability of rental units, or where the Tenant's occupancy is otherwise a threat to the public health or safety as determined by a court of law.

B. Tenant Certification.

1. Residential Tenants. During the time periods set forth below, Residential Tenants seeking protection under this Resolution, must provide the following:

a. Protected Time Period. A Residential Tenant's self-certification of inability to pay rent within the timeframe specified in this Paragraph VI, unless otherwise specified.

b. Extension Protections Period. Effective July 1, 2022, through June 30, 2023, a Residential Tenant whose household incomes is at 80 percent Area Median Income or below self-certifies their income level and financial hardship within the timeframe specified in this Paragraph VI.

2. Commercial Tenants. During the Protected Time Period:

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

b. A commercial Tenant with ten (10) or more, but no more than 100, employees must provide written documentation demonstrating financial hardship, along with notice of inability to pay rent, to the Landlord within the timeframe specified in this Paragraph VI.

C. Repayment of Rent. Unpaid rent incurred during the Protections Period shall be repaid pursuant to the following:

1. Repayment by Residential Tenants.

a. A Residential Tenant who was unable to pay rent during the Protected Time Period had until September 30, 2021, to repay unpaid rent incurred during the Protected Time Period.

b. A Residential Tenant who was unable to pay rent during the Transition Protection Period shall repay such rental debt pursuant to AB 3088 as amended.

c. Extension Protections Period.

A Residential Tenant whose household income is at 80 percent Area Median Income and was unable to pay rent incurred from July 1, 2022, through June 30, 2023, shall have up to twelve (12) months thereafter to repay such rental debt. Further, the Protections set forth in Section VI.A., subsection 2, shall remain in effect for any Residential Tenant who has asserted repayment protections from July 1, 2022, through June 30, 2023, until the end of their repayment

period.

2. Repayment by Commercial Tenants.

a. Commercial Tenants with nine (9) employees or fewer shall have until January 31, 2023 to repay unpaid rent incurred during the Protected Time Period.

b. Commercial Tenants with ten (10) or more, but fewer than 100, employees, shall have until July 31, 2022 to repay unpaid rent incurred during the Protected Time Period, in equal installments, unless the commercial Tenant and Landlord agree to an alternate payment arrangement.

c. During the applicable repayment period, a Landlord is prohibited from enforcing a Personal Guarantee for rent incurred by a commercial Tenant with nine (9) employees or fewer, arising from unpaid rent incurred during the Protected Time Period.

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

4. Failure to Pay Back Rent Not Ground for Eviction. Effective July 1, 2022, a Residential Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay back unpaid rent from July 1, 2022, through June 30, 2023, under the terms of a payment plan, or at the end of the repayment period. Any term in a payment plan that allows eviction due to the Tenant's failure to comply with the terms of the payment plan is void as contrary to public policy. The Protections set forth in this subsection shall be an affirmative defense for a Tenant in any unlawful detainer action filed by a Landlord.

5. Application of Rental Payment. Effective March 4, 2020, a Landlord is prohibited from applying a rental payment to any rental debt other than to the prospective month's rent, or such other month or rental debt that the Tenant specifies, unless the Tenant has agreed in writing to allow the payment to be otherwise applied.

D. Protections for Commercial Tenants with Nine Employees or Fewer.

Effective June 22, 2021, a Landlord of such a commercial Tenant is:

1. Required to provide notice to the commercial Tenant of their rights under this Resolution; and

2. Prohibited from enforcing a Personal Guarantee for rent incurred by the commercial Tenant during the Protected Time Period.

VII. **Rent Increases in Unincorporated County Prohibited.** Landlords shall not increase rents for Residential Tenants in the unincorporated County from March 1, 2020, through June 30, 2023, to the extent otherwise permitted under State law and consistent with

Chapters 8.52 and 8.57 of the County Code. **Nothing in this Resolution shall be construed to apply this limitation of rent increases in incorporated cities within the County.**

VIII. **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, from March 1, 2020, through June 30, 2023. Landlords are prohibited from retroactively imposing or collecting any such amounts following the termination or expiration of this Resolution.

IX. **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 these Protections, 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. The Protections set forth in this section shall survive this Resolution. 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 if the Landlord has a reasonable belief that (i) the Tenant's self-certification is fraudulent; or (ii) that the Tenant cannot carry the burden to prove the affirmative defense provided by this Resolution;

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.

X. **Administrative Fines.** A Landlord, who is determined by DCBA to have violated Paragraphs V, VI, VII, VIII or IX 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 the Protections Period 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.

XI. **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, VIII or IX 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 IX 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 these Protections. For clarity, there is no liability under this Section for a Landlord who pursues and files an unlawful detainer action if the Landlord has a reasonable belief that (i) the Tenant's self-certification is fraudulent; or (ii) that the Tenant cannot carry the burden to prove the affirmative defense provided by this Resolution.

B. Criminal Liability. Violation of Paragraphs V, VI, VII, VIII or IX of this Resolution shall be punishable as set forth in Section 2.68.320 of the County Code. For clarity, there is no liability under this Section for a Landlord who pursues and files an unlawful detainer action if the Landlord has a reasonable belief that (i) the Tenant's self-certification is fraudulent; or (ii) that the Tenant cannot carry the burden to prove the affirmative defense provided by this Resolution.

C. Affirmative Defense. Effective March 4, 2020, any Protections, including the Protection pertaining to Personal Guarantees for commercial rental debt, provided under this Resolution shall constitute an affirmative defense for a Tenant in any unlawful detainer action brought pursuant to California Code of Civil Procedure section 1161, as amended, and any other civil action seeking repossession and repayment of rental debt. The Tenant shall have the burden to prove the basis of their affirmative defense, including the merit of any self-certification of a Financial Impact Related to COVID-19 made pursuant to this Resolution. Said affirmative defenses shall survive the termination or expiration of these Protections.

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

XII. This Resolution 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.

XIII. 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.

XIV. Guidelines and Board Delegations.

A. The Director of the DCBA, or his designee, shall issue guidelines to aid in the implementation of the Resolution, including, but not limited to, guidance regarding the ways in which Tenants can certify they are entitled to protection under these Protections, appropriate supporting documentation for Tenants not entitled to self-certify under these Protections, 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.

XV. This Resolution shall take effect immediately upon its passage. Except as otherwise indicated, all provisions stated herein shall apply commencing March 4, 2020, and shall remain in effect until January 31, 2024, unless extended or repealed by the Board of Supervisors. This Resolution supersedes all previously issued resolutions and executive orders concerning the Protections 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.

XVI. **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.

XVII. **Waiver Prohibited.** Any waiver of rights under this Resolution shall be void as contrary to public policy.

The foregoing Resolution Further Amending and Restating the County of Los Angeles COVID-19 Tenant Protections was adopted on the ___day of _____ 2023, 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:

DAWYN R. HARRISON
Interim County Counsel

By:_____
Deputy