



CALIFORNIA APARTMENT ASSOCIATION

Industry Insights

Los Angeles County Eviction Moratorium & Rent Freeze: July 2022 Forward

L.A. County's eviction moratorium has undergone many amendments since its original enactment back in March 2020 at the beginning of the pandemic. Additionally, several of its provisions had been preempted by a state law known as the COVID-19 Tenant Protection Act (CTRA). Most of CTRA's preemption provisions applicable to local eviction moratoria, however, expired on June 30, 2022. As a result, as of July 1, 2022, the County's eviction moratorium applies countywide. **This paper only covers the provisions of the moratorium in effect as of July 1, 2022.** Earlier versions of the moratorium applied different requirements to different properties during various periods of time prior to July 1, 2022. This paper does not discuss provisions of the moratorium that are expired as of July 1, 2022. For a historical review of the moratorium and to learn about previous versions of the moratorium in effect prior to July 1, 2022, please see [Industry Insight – Los Angeles County Eviction Moratorium & Rent Freeze: March 2020-June 2022](#).

Lastly, this paper concludes by discussing the County's rent freeze which applies more narrowly than the eviction moratorium.

On October 19, 2022, a federal district court issued an injunction to stop the County from enforcing the non-payment provisions of the moratorium, due to deficiencies in how the moratorium is written - but not until December 1, 2022. The judge delayed the effective date of the injunction, in part, to give the County an opportunity to cure the deficiencies in the moratorium. On November 15, 2022, the County adopted amendments to the moratorium, effective immediately, to address the defects identified in the court's ruling. This paper has been updated to reflect those amendments. Whether the County's amendments are sufficient to fully nullify the injunction is a legal question that there is not a clear answer to at this point. The court may issue an order that will clarify this issue, but for the time being, CAA recommends landlords only deviate from compliance with the amended non-payment provisions of the County's moratorium upon the advice of an experienced landlord-tenant attorney. Landlords must also continue to comply with the other restrictions found in the moratorium, discussed in more detail below, and any applicable city moratoria which are not affected by the court's ruling. CAA will update this paper if more information becomes available. Landlords should consult with their attorneys if they have further questions about the injunction and what effect, if any, it may have in their particular situation.

UPDATE: On December 20, 2022, the County amended the moratorium to extend its termination date by one month – to January 31, 2023. Previously, the County's moratorium was set to terminate on December 31, 2022. Extending the moratorium's termination date by a month also extends by one month the end date of the repayment period for rent deferred during the moratorium and the rent freeze for covered properties. This paper has been updated to account for these changes. The Board is expected to consider at a meeting in January a further extension of the moratorium through June 2023, though exact details of this proposal are not yet available.

Note: CAA recommends that an attorney be used for preparation of any termination notices or eviction filings during the current state of emergency.



I. Eviction Moratorium as of July 1, 2022

Duration: All of the eviction protections discussed in this paper are in effect between July 1, 2022 and January 31, 2023¹ unless explicitly stated otherwise. However, some of the protections discussed herein were in effect even prior to July 2022, most notably the protections for no fault and certain at fault evictions. Thus, even though this paper is only discussing the protections in effect from July 1, 2022 forward, it is worth noting that these protections did not necessarily begin July 1, 2022.

Applicability: As of July 1, 2022, the County’s eviction moratorium applies throughout the County in both unincorporated areas and incorporated cities within the County. If a rental unit is located within a city that has its own eviction moratorium, the resident can take advantage of the most protective portions of both the city and County moratoria.

- **Non-Payment Provisions**

Non-Payment Protections Scope: The moratorium prohibits eviction based on nonpayment of rent, late charges², or any other fees accrued if the amount comes due on or after July 1, 2022 and all of the following three criteria are met:

- 1) The resident demonstrates an inability to pay rent and/or related charges due to financial impacts related to COVID-19, the state of emergency regarding COVID-19, or following government-recommended COVID-19 precautions;
- 2) The resident must have a household income at or below 80% the area median income (AMI); and
- 3) The resident must give the landlord notice of both:
 - a. their income eligibility; and,
 - b. their qualifying COVID-19 hardship within seven days of rent coming due, unless extenuating circumstances exist.

On November 15, 2022, the County amended the moratorium to “clarify” that the eviction protections for non-payment of rent afforded by the moratorium to a resident who complies with its requirements is an affirmative defense to an unlawful detainer action. The amendment states that the resident has the burden to prove the basis of their affirmative defense, including the merit of any self-certification regarding their inability to pay or income eligibility, and that the affirmative defense survives the termination or expiration of the moratorium.

Definition of Inability to Pay: Under the moratorium, the resident is required to show that they have experienced “financial impacts related to COVID-19.” On November 15, 2022, the County changed the definition on “financial impacts.” Prior to the November 15, 2022 amendments, “financial impacts” was defined as a substantial loss of household income due to business closure, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket medical expenses. The amended definition of “financial impacts” means either 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-

¹ The repayment period for rent deferred subject to the moratorium expires on January 31, 2024. Additionally, the amendments adopted on November 15, 2022 extended the no fault protections through the end of the repayment period for residents who have utilized the nonpayment protections on or after July 1, 2022.

² In addition, see the section below entitled “Prohibition on Late Fees & Passthroughs” for additional information regarding limits on charging such fees.



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

A financial impact is “related to COVID-19” if it is the result of 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 hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from the County’s Health Officer to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to diagnosis and testing and/or treatment of COVID-19; or (5) child care needs arising from school closures related to COVID-19.”

Deadline for Resident to Provide Notice of Inability to Pay to Landlord: The resident is required to provide notice within seven days after the date that rent was due, unless “extenuating circumstances”³ exist, of both their inability to pay for a qualifying reason and their income eligibility (household income at or below 80% AMI). According to the self-certification form published by the County as of July 2022, the applicable income limits are as follows:

Household Size	1	2	3	4	5	6	7	8
80% AMI	\$66,750	\$76,250	\$85,800	\$95,300	\$102,950	\$110,550	\$118,200	\$125,800

Form of Notice/Type of Documentation: Prior to the November 15, 2022 amendments, the moratorium did not specify the form of notice the resident must give and did not contain a documentation requirement. This means that a resident could give notice by text, email or likely even by phone call to qualify for protection under the moratorium. The County made [a form available](#) for residents to use to notify their landlords of a COVID-19-related inability to pay and income eligibility. While residents were not required to use this form, the moratorium stated that landlords were required to accept this self-certification form if used by the resident.

As part of the November 15, 2022 amendments, residents are required to provide to their landlord a self-certification of their COVID-19-related inability to pay and income eligibility. Residents may use the form provided by the county but are not required to. The amendment specifically removes the requirement that a landlord “must accept” a resident’s self-certification. This is likely in response to the court finding in the injunction order that the effect of this requirement was void for vagueness (i.e. too unclear to be enforced). The County unsuccessfully argued that it merely required landlords to accept delivery of such self-certifications, but that landlords could challenge the truth of those certifications in court. The amended moratorium removes said requirement to clarify that self-certifications can be challenged in court. Landlords must still exercise caution in doing so, however, because pursuing an eviction against a resident who has provided a self-certification could cause the landlord to incur civil and/or criminal liability unless the landlord has a reasonable belief that the

³ The eviction moratorium does not define the term “extenuating circumstances.” It would seem like situations in which the resident is sick in the hospital with COVID would qualify. Whether something less dire, like the resident caring for a sick child would qualify is unknown. If a resident provides notice pursuant to the moratorium after this 7-day window and the circumstances seem questionable, CAA recommends speaking with your eviction attorney about your options.



resident is not being truthful. For more information, please see the section titled “Penalties for Non-Compliance.”

Protection From Eviction or Attempting to Evict: A resident has an affirmative defense against eviction if they have met all three of the criteria described above. “Evict or attempt to evict” includes “serving or attempting to serve a notice that is a prerequisite for terminating the tenancy such as a notice to pay rent or quit, filing or attempting to file an unlawful detainer summons or complaint, serving the tenant with an unlawful detainer summons or complaint, or taking any other action that can reasonably be construed as an attempt to terminate a tenancy.” This is a very broad protection and essentially prohibits a landlord from taking an action that initiates or is furtherance of an eviction, if the landlord has received the tenant’s timely notice of inability to pay and income eligibility.⁴

For example, if rent is due on the first of the month and on the first of the month the resident gives the landlord notice that they’re not able to pay due to a COVID-19 reason and that they are income qualified under the moratorium, then the moratorium would prohibit the landlord from serving that tenant a three-day notice to pay rent or quit for the unpaid rent. Alternatively, if it’s the fifth of the month, the tenant has not paid rent and the landlord has not received the tenant’s notice, then the landlord could serve a three-day notice to pay rent or quit. If, however, two days later on the seventh, the tenant gives the landlord their notice of inability to pay and income eligibility, then the landlord would not be able to proceed on that three-day notice that they previously served though the service of the notice itself would not have been considered a violation of the county eviction moratorium.

Deadline for Payment of Rent Subject to Moratorium: The moratorium states that tenants have twelve months after the end of the moratorium period to repay the deferred rent – which currently puts the repayment deadline as January 31, 2024. However, a tenant’s failure to repay by this deadline is not enforceable via eviction. This is because the moratorium states that the tenant’s failure to repay deferred rent either at the end of the repayment period provided by the moratorium or under the terms of a payment plan is not cause to evict a tenant. In other words, tenants who defer rent between July 1, 2022 and January 31, 2023 pursuant to the moratorium can never be evicted for failing to repay the deferred amounts, even after the moratorium ends and after the repayment period has expired.

- **No-Fault Eviction Protections**

Restriction on “No Fault” Evictions: The County’s moratorium also prohibits evictions for “no fault” reasons, excepting those necessary for health and safety, and a very narrow exception for owner move-in evictions which is discussed below. A “no fault” reason is defined as “any eviction for which the notice to terminate tenancy is not based on alleged fault by the Tenant.” This protection applies regardless of whether the resident has suffered any COVID-19 related hardship and regardless of household income through January 31, 2023. On November 15, 2022, the County amended the moratorium to extend the no fault protections only for those residents who have utilized the moratorium’s nonpayment protections through the end of the repayment period which is January 31, 2024.

Permitted Owner Move-In Evictions: The moratorium has a very narrow and complex exception from the no-fault eviction ban which allows some owners to terminate a tenancy to allow themselves or a qualified relative

⁴ Pursuant to the November 15, 2022 amendments, a landlord can challenge a resident’s self-certification and pursue an eviction for non-payment of rent, without facing civil or criminal liability, if the landlord has a reasonable belief that the self-certification is fraudulent or that the resident will not be able to prove that they are entitled to the non-payment protections of the moratorium. Except in that limited circumstance, which landlords should only consider pursuing after consultation with their attorney, landlords should refrain from taking any action in furtherance of an eviction if the landlord has received the resident’s timely notice of inability to pay and income eligibility.



to move in, if they meet all of the complicated criteria. As a starting point, the exception allows a landlord to recover possession of up to two units if the landlord seeks in good faith to recover possession of the property for the landlord's or landlord's qualifying family member's own use and occupancy as their principal residence for at least thirty-six (36) consecutive months.

The following are considered qualifying family members under the moratorium:

- A landlord's parent, child, spouse or registered domestic partner, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, or other dependent over which the landlord has guardianship,
- The spouse or registered domestic partner's parent, child, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, or other dependent over which the Landlord's spouse or domestic partner has guardianship.

Additionally, the exception only applies to single-family homes, condominiums, mobilehome spaces, duplexes and triplexes. In the case of triplexes, the landlord or landlord's qualified family member must first seek to occupy a vacant unit(s) on the rental property. If no such vacant unit(s) is available, then the landlord of landlord's qualified family member can displace the most recently occupied unit(s) so that the landlord or the landlord's qualified family member can move into the unit(s).

A landlord's ability to terminate a tenancy for owner move-in, as outlined above, is also subject to the following conditions:

- **Ownership Requirement:** The landlord must be a natural person and own at least 50% of the single-family home, mobile home space, condominium unit, duplex or triplex, or be a beneficiary with an interest of at least 50% in a trust that owns the property. A landlord with at least 50% ownership interest, but less than 100% ownership interest in a duplex or triplex may occupy only one unit within the duplex or triplex. A landlord with 100% ownership interest in a duplex or triplex may use and occupy two units in the duplex or triplex. Landlords and/or the landlord's qualified family members may use and occupy up to two units in total as the landlord and/or the landlord's qualified family member's primary residence, regardless of the types of units they are.
- **Similarly Situated Requirement:** The landlord may only terminate a tenancy if the landlord or the qualifying family member is similarly situated to the tenant or tenant's household members who were being displaced, as follows:
 - If the tenant or one of the tenant's household members is at least sixty-two (62) years of age or older, then the landlord or qualifying family member who will reside in the unit must also be sixty-two (62) years of age or older;
 - If the tenant or one of the 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 qualifying family member who will reside in the unit must also be a person with a disability;
 - If the tenant or one of the tenant's household members has a terminal illness as verified by a medical care provider, then the landlord or qualifying family member who will reside in the unit home must also have a terminal illness; or
 - If the 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 qualifying family member who will reside in the unit must also be a low income household.



- **Required Notice:** To use this exception, the landlord must provide the tenant with at least sixty (60) days' written notice that the landlord or qualifying family member will be occupying the unit as their principal residence, thus requiring the tenant to vacate the single family home within sixty (60) days, and the landlord must provide a copy of said notice to the Department of Consumer and Business Affairs ("DCBA") with proof of timely service on the tenant.
 - The landlord is required to provide an extension of this time period if anyone in the tenant's household residing in the unit and/or anyone in the landlord's or qualifying 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.
- **Move-in Requirement:** The landlord or qualifying family member must move into the unit within sixty (60) days of the tenant vacating the unit. The landlord or qualifying family member must also live in the unit as their principal residence for at least thirty-six (36) consecutive months.
- **Relocation Assistance:** This exception also requires the landlord to pay the tenant relocation assistance. The moratorium states that the amount of relocation assistance is to be "as set forth in the regulations, executive orders, or municipal code of the local jurisdiction within which the unit was located. If no such relocation assistance requirements existed for such owner move-ins, the landlord must have paid the tenant relocation assistance as set forth in Section 8.52.110 of the County Code and DCBA's policies and procedures." Essentially this means if the unit is located within in a city which requires relocation assistance to be paid for owner move-in evictions, then the amount of relocation assistance set by that local rule is the amount the landlord must pay when using this exception. If the unit is located in a city with no such relocation assistance requirement, then the landlord must pay the amount as set by the County Code. The relocation assistance amounts published by the County as of July 2022 are as follows:

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Standard	\$7,654	\$8,662	\$10,797	\$13,115	\$14,759
Seniors, Minors, Persons w. Disabilities	\$9,272	\$10,675	\$13,359	\$16,043	\$17,995
Lower- Income Households	\$10,980	\$12,688	\$15,921	\$18,971	\$21,411

- **Notice to DCBA:** Not less than sixty (60) days prior to the final date of the tenancy, the landlord must also disclose to DCBA the name(s) of the eligible individuals who will occupy the unit on a form approved by DCBA. The moratorium states that DCBA may contact the landlord at any time during landlord's or qualifying family member's thirty-six (36) month occupancy to confirm that the landlord or qualifying family member resides in the recovered unit and to obtain written verification of residency; and,
- **Compliance with County Code:** Finally, if the recovered unit is located in an unincorporated area of the County, the landlord must be in compliance with all requirements of Chapter 8.52 of the County Code – which is the County's rent stabilization and tenant protections ordinance - in order to use this exception.



The owner move-in exception is quite narrow and has many intricate and detailed requirements to comply with. Because of these complexities, CAA strongly urges landlords to work with an attorney if they are considering pursuing an owner move-in eviction while the County moratorium is in effect.

- **At-Fault Eviction Protections**

While the moratorium prohibits almost all no-fault evictions, it permits most at-fault evictions – i.e. evictions based on something the tenant did wrong (with the exception of failure to pay rent if protected by the moratorium’s non-payment provisions). However the moratorium does prohibit certain at-fault evictions discussed below. The protections discussed in this section apply regardless of whether the resident has suffered any COVID-19 related hardship and regardless of household income.

Nuisance or Unauthorized Occupants/Pets: The moratorium prohibits evictions for nuisance or for maintaining an unauthorized occupant or pet on the premises, if the occupants or pets are present because of the COVID-19 pandemic. For example, if an unauthorized occupant or pet is present because the tenant is caring for the child or pet of a person who is sick with COVID-19. In that case, the tenant likely could not be evicted based on the lease violation caused by the presence of the unauthorized occupant or pet.

Denial of Entry: In addition, the moratorium provides that a tenant cannot be evicted for denying entry to a unit where the landlord’s attempts to enter the unit “constitute harassment.” While state law already provides that the right of entry cannot be used to harass the tenant, the anti-harassment provisions of the moratorium define harassment with respect to entering a unit somewhat broadly. It states that “[E]ntries, 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;” are considered harassment.

- **Health and Safety Exception**

All of the eviction restrictions described above are subject to a health and safety exception that applies where the eviction is necessary to comply with: habitability laws, another applicable law, or a government order concerning the safety or habitability of the rental units. This exception also applies where the tenant’s occupancy is otherwise a threat to the public health or safety. This is a relatively narrow exception, so CAA recommends landlords seeking to utilize it work with an attorney to ensure they qualify.

- **Prohibition on Late Fees and Passthroughs**

The moratorium also prohibits charging late fees and interest while the moratorium is in effect. It is important to note that the moratorium does not limit this protection to tenants who have complied with the moratorium’s requirements. Rather, it is a blanket prohibition on late fees and interest during the time that the moratorium is in effect.

Additionally, the moratorium prohibits new passthroughs of charges while the moratorium is in effect, even if the County rent control ordinance would ordinarily allow that passthrough. This provision is only applicable to units subject to the County’s rent control ordinance.

- **Harassment and Retaliation Protections**

Additionally, the moratorium contains a detailed list of actions landlords are prohibited from taking in retaliation for a resident exercising their rights under the order. The prohibited actions are:

1. 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;
2. Failing to perform repairs and maintenance required by a rental agreement or by federal, state or local housing, health, or safety laws;
 3. 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;
 4. Abusing the landlord's right of access into a rental unit. This includes entries for inspections that are not related to necessary repairs or services entries excessive in number; entries that improperly target certain residents or are used to collect evidence against the occupant or otherwise beyond the scope of a lawful entry;
 5. Abusing a resident with words which 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;
 6. Influencing or attempting to influence a resident to vacate a rental unit through fraud, intimidation or coercion, which shall include threatening to report a resident to the United States Department of Homeland Security or any other law enforcement agency;
 7. Threatening a resident, by word, gesture, or with physical harm;
 8. 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;
 9. Taking action to terminate any tenancy including service of any notice to quit or other eviction notice or 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 resident has obtained a favorable termination of that action;
 10. Removing from the rental unit personal property, furnishings, or any other items without the prior written consent of a resident, except when done pursuant to enforcement of a legal termination of tenancy;
 11. Offering payments to a resident to vacate more than once in six (6) months, after the resident has notified the Landlord in writing that the resident does not desire to receive further offers of payments to vacate;
 12. Attempting to coerce a resident 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 with threats or intimidation in pending eviction actions;
 13. Refusing to acknowledge receipt of a resident's lawful rent payment;
 14. Refusing to cash a rent check for over thirty (30) days;
 15. Requesting information that violates a resident'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 for the qualifications for a tenancy, or releasing such information except as required or authorized by law;
 16. Interfering with a resident'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;
 17. Interfering with a resident's right to quiet use and enjoyment of a rental unit as that right is defined by state law;



18. 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;
19. Removing a Housing Service for the purpose of causing a resident to vacate the rental unit. For example, taking away a parking space knowing that a resident cannot find alternative parking and must move; and,
20. Interfering with the right of a resident to: organize as tenants 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.

- **Penalties for Non-Compliance**

A landlord who violates the moratorium can be punished with one or more of the following penalties:

- **Administrative Fines**: A fine of up to \$1,000 can be assessed for each violation. The moratorium states that violation of Paragraph VIII, which is the prohibition of late charges and passthrough fees, can be punished with a fine up to \$5,000 per violation, or up to \$10,000 per violation if the aggrieved tenant is a senior (age 65 or older) or has a disability. CAA suspects, but cannot confirm, that this a typographical error and the heightened penalties were intended to apply to violation of the anti-harassment provisions (which is paragraph IX) which would be a more common ground for an enhanced penalty and would be consistent with previous versions of the moratorium.
- **Criminal Liability**: Violation of the order can be prosecuted as a misdemeanor, punishable by a fine of up to \$1,000 or imprisonment for up to six months. The November 15, 2022 amendments clarified that there is no criminal liability for a landlord who pursues and files an unlawful detainer action if the Landlord has a reasonable belief that (i) the resident's self-certification is fraudulent; or (ii) that the resident cannot carry the burden to prove the affirmative defense provided by the moratorium.
- **Private Right of Action (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 order by filing a civil action. In addition to actual damages, the court can award the tenant penalties of up to \$1,000 per violation and up to \$5,000 per violation for violation of the anti-harassment provisions and up to \$10,000 per violation if the aggrieved tenant is a senior (age 65 or older) or has a disability. Like for criminal liability, the November 15, 2022 amendments clarified that there is no civil liability for a landlord who pursues and files an unlawful detainer action if the Landlord has a reasonable belief that (i) the resident's self-certification is fraudulent; or (ii) that the resident cannot carry the burden to prove the affirmative defense provided by the moratorium. It is unclear how landlords are supposed to be able to judge whether a resident's self-certification is truthful or not or whether the resident will be able to prove in court that they are entitled to protection under the moratorium. CAA recommends landlords consult with an attorney if they are considering pursuing an eviction against a resident who has provided timely notice of their inability to pay and income eligibility.

These penalties are in addition to violation of the moratorium serving as a defense to eviction.



L.A County Updated Eviction Moratorium Information: https://dcba.lacounty.gov/wp-content/uploads/2022/01/EM-Phase-Out-Chart_1.2022_adopted-motion.pdf

L.A. County Updated Eviction Moratorium (text):

Rent Freeze

Date Enacted: March 31, 2020

Duration of Freeze: The rent freeze prohibits rent increases on rental units in the unincorporated area of the County for the duration of the eviction moratorium period. The rent freeze is set to be in effect through January 31, 2023.

Properties Subject to Freeze: The rent freeze applies only in the unincorporated areas of the County and only to units that are subject to the county's rent stabilization ordinance (i.e., owners of housing with 2 or more units that have a certificate of occupancy issued before February 2, 1995).

Rent Increase Notices: For a rent increase to be valid, it must have been in effect before March 4, 2020. Rent increase notices that took effect on or after March 5, 2020 would not be effective and the rent should revert to the previous rate. The order does not specifically address overpayments or whether a rent increase notice must be re-served once the freeze order is lifted.

Rent Freeze Information: <https://dcba.lacounty.gov/noevictions/>

