



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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FESIA A. DAVENPORT  
Chief Executive Officer

September 2, 2021

David O. Levine, President  
Marina del Rey Lessees Association  
8537 Wakefield Avenue  
Panorama City, CA 91402

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Dear Mr. Levine:

## RESPONSE TO MARINA DEL REY LESSEES ASSOCIATION LETTER ON THE COUNTY'S EVICTION MORATORIUM

The Marina del Rey Lessees Association submitted a letter on April 28, 2021 with five questions to the County of Los Angeles (County), Chief Executive Office. This letter provides the County's response to the questions presented in your correspondence to our office and can be found below:

1. Given that the eligibility requirements for the County's rent relief program is for tenants at or below 80 percent of Area Median Income, if the County requires tenants to provide financial data in order to determine eligibility for the County's rent relief program, then why can't landlords require the same information from tenants to assist in the assessment of the terms of a repayment plan for deferred rent?

**County's Response:** The County's eviction moratorium does not make any requirement for residential tenants to provide proof of financial hardship due to the COVID pandemic; however, residential nonpayment of rent due on or after October 1, 2020 is covered by the State's eviction protections (AB 3088, SB 91, and AB 832). If the landlord has knowledge that the tenant is high-income, the landlord may request for proof of hardship. This is outlined in the attached AB 3088 (CODE OF CIVIL PROCEDURE Section 1179.02.5). Further, as of October 1, 2020, the County was preempted from covering residential nonpayment of rent in its eviction moratorium. For any rent due on/after October 1, 2020, the State's provisions should be followed.

2. Can the County clarify that providing updated notice and information to tenants about the amount of deferred rent owned is not considered harassment?

**County's Response:** While a landlord may provide information to tenants, it's important to understand that a landlord may not harass or intimidate a tenant. Please refer to Section VIII of the County's Eviction Moratorium that provides clear examples of harassment and retaliation. The County's Eviction Moratorium is available at: <http://file.lacounty.gov/SDSInter/bos/supdocs/159367.pdf>.

3. If a tenant is not eligible for the County's rent relief program, and therefore is not deemed qualified to receive public assistance to pay deferred or current rent, and is

not in danger of becoming homeless, then why would the County provide high-income tenants who are not rent-burdened with the opportunity to defer the payment of rent previously agreed-upon under a binding rental agreement?

**County's Response:** Please refer to response to question 1. Even if the tenant is a high-income earner, he/she may still be impacted financially by the COVID pandemic, which could affect the tenant's ability to repay rent. Yet, the County encourages tenants to pay if they are able to do so and note that the eviction moratorium is not a waiver of rent (even if the tenant qualifies to defer rent payment). Tenants are still obligated to pay any amounts due and owing by the end of any repayment periods set forth by local or State law. Section V(c)(1) of the County's eviction moratorium covers repayment and rent, as shown below.

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

1. Repayment by Residential Tenants.
  - a. Residential Tenants who were unable to pay rent during the Protected Time Period shall have up to September 30, 2021, to repay unpaid rent incurred during the Protected Time Period, unless further extended by the Board.
  - b. Residential Tenants who are unable to pay rent during the Transition Time Period shall repay such rental debt pursuant to SB 91 and AB 81, unless extended further through State legislation.
  - c. Residential Tenants shall have up to twelve (12) months from the expiration of the Extension Time Period to repay unpaid rent incurred during the Extension Time Period.
4. Why aren't landlords and tenants required to determine a payment plan within 30 days after termination of a moratorium (for example to require repayment of unpaid rent accrued between March 1, 2020, and September 30, 2020 by September 30, 2021)?

Why can't landlords evict tenants for failure to pay back unpaid deferred rent under the terms of a payment plan?

**County's Response:** Regardless of a formal payment plan, the County's eviction moratorium is not a waiver of rent. Moreover, the County encourages landlords and tenants to work together on a payment plan, and review County and State provisions surrounding when rental arrears should be paid.

For the second part of this question, once the eviction moratorium ends, landlords may evict tenants for unpaid deferred rent after September 2020. The County encourages landlords and tenants to work together on a repayment plan for rental arrears. Please see time periods outlined in the eviction moratorium described below:

David O. Levine, President  
September 2, 2021  
Page 3

- **“Protected Time Period”** means the time period of March 4, 2020, through September 30, 2020, during which a residential tenant or a mobile home space renter was unable to pay rent.
  - **“Transition Protection Period”** means the time period from October 2, 2020, through June 30, 2021.
  - **“Extension Protection Period”** means the time period July 1, 2021, through the end of the Moratorium Period.
5. Why is the County’s moratorium on eviction protections extended to tenants who are violating apartment lease agreements which preclude unpermitted and/or unauthorized uses of the owner’s property, for example for tenant short-term stays without the owner’s permission and/or without the County’s certification?

**County’s Response:** If any tenant violates lease terms, the County encourages property owners/landlords to speak with their attorney to understand if they are eligible to move forward with an eviction. In addition, the County is currently developing a Short-Term Rental Ordinance to regulate short term rentals of less than 30 consecutive days.

Should you have any additional questions concerning this matter, please contact me at (213) 974-1151 or [jorozco@ceo.lacounty.gov](mailto:jorozco@ceo.lacounty.gov).

Sincerely,



**JULIA OROZCO**

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Attachment

- c: Executive Office, Board of Supervisors  
County Counsel  
Consumer and Business Affairs  
Los Angeles County Development Authority  
Timothy C. Riley, Executive Director, Marina del Rey Lessees Association