

COMMERCIAL TENANT PROTECTIONS COVID-19: City of Los Angeles

(Updated 03/22/21)

If you are a commercial tenant in the City of Los Angeles who is NOT a multi-national company, publicly traded company, or company that employs more than 500 employees, you are covered by this ordinance.

- These protections are retroactive to March 4, 2020 and last until Mayor Garcetti announces the local COVID-19 emergency is over (this period is referred to in this flyer as the “Local Emergency Period”).
- During the Local Emergency Period and for 3 months thereafter, if you are unable to pay all or part of your rent that would otherwise be due during the Local Emergency Period because of COVID-19 (for reasons such as loss of business income, child care expenditures due to school closures, health care expenses related to COVID-19, or reasonable expenditures that stem from government-ordered emergency measures), you cannot be evicted or charged interest or late fees for such unpaid rent.
- You will have three months after the Local Emergency Period to pay back any rent you were unable to pay during the Local Emergency Period. **(However, as of September 1, 2020, Los Angeles County’s COVID-19 moratorium may provide a longer repayment period. If your business employs fewer than 100 people, refer to our “Commercial Tenant Protections COVID 19: Los Angeles County” flyer for more details. Businesses otherwise covered by the City of Los Angeles COVID-19 moratorium continue to be covered by the provisions described in this flyer.)**
- You can use this ordinance as an affirmative defense in an eviction case that is filed against you for unpaid rent covered by this ordinance.
- Your landlord may be subject to an administrative citation for violation of this ordinance.

See LAMC § 49.99 et. seq. for more details.

Commonly Asked Questions

I was served with paperwork for an eviction lawsuit. What should I do?

If you have received a document called a summons that is from the Court, an eviction lawsuit is underway against you. You must file an answer with the court to avoid a default judgment being entered in favor of the landlord. You only have 5 days after receiving the summons to file the answer.



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Do I still have to pay rent?

Yes, nothing in this order or other laws relieves a tenant of any contractually owed rent. You are encouraged to pay whatever portion of your rent that you can.

What about my other lease obligations?

You still must comply with your other lease obligations in accordance with the terms of your lease. Failure to do so could still result in eviction.

Do I have to notify my landlord of my inability to pay rent in order to be protected under this ordinance? If so, what is the time period to provide such notice?

No; the City of Los Angeles municipal code does not require notice to the landlord in order to benefit from the protections of this ordinance. Nonetheless, it is a good practice to advise your landlord of your inability to pay rent. (Please note, for businesses with fewer than 100 employees, you should refer to our “Commercial Tenant Protections COVID 19: Los Angeles County” flyer for further information about possible protections under the County’s ordinance.) In any event, you should consult your lease agreement before notifying your landlord of your inability to pay rent because providing such notice may trigger other issues, including potential default under the lease.

ADDITIONAL RESOURCES FOR NONPROFITS/SMALL BUSINESSES

LA County Disaster Help Center <https://lacountyhelpcenter.org/for-business-owners/>

LA Department of Consumer and Business Affairs <https://dcba.lacounty.gov/>

City of Los Angeles <https://finance.lacity.org/blog/covid-19-business-resources>



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