



THINGS YOU SHOULD KNOW REGARDING CITY URGENCY ORDINANCE IMPOSING A MORATORIUM ON EVICTION OF RESIDENTIAL AND COMMERCIAL TENANTS AND RENT INCREASES

In response to the local emergency declared by the City Manager on March 15, 2020 related to the COVID-19 crisis, the City Council adopted and subsequently amended an urgency ordinance (“Ordinance”) that imposes a temporary moratorium as follows:

Residential Tenants: (1) on eviction for nonpayment of rent by residential tenants substantially impacted by the COVID-19 crisis; (2) on no-fault evictions for residential tenants (unless necessary for the health and safety of tenants, neighbors or the landlord, other than based on illness of the tenant or other occupant of the residential unit); and (3) on the annual rent increases authorized by Sections 4-5-303(c) and 4-6-3 of the Beverly Hills Municipal Code.

Commercial Tenants: (1) on eviction for nonpayment of rent by commercial tenants substantially impacted by the COVID-19 crisis; and (2) on no-fault evictions for commercial tenants (unless necessary for the health and safety of tenants, neighbors or the landlord, other than based on illness of the tenant, the tenant’s family or any of the tenant’s employees).

The Ordinance applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after March 15, 2020. In addition, during the period of the local emergency, any notice served by a landlord on a tenant under Section 4-5-13 of Section 4-6-6 L of the Beverly Hills Municipal Code is tolled.

For more information related to COVID-19, please go to: beverlyhills.org/novelcoronavirus

RESIDENTIAL TENANTS

1. Temporary moratorium on eviction for nonpayment of rent by residential tenants

During the period of local emergency, a landlord shall not endeavor to evict a residential tenant for nonpayment of rent due to substantial financial impacts related to COVID-19.

WHAT ARE FINANCIAL IMPACTS RELATED TO COVID-19

Financial impacts related to COVID-19 include, but are not limited to, lost household income or extraordinary expenses as a result of any of the following:

- Being sick with COVID-19, or caring for a household or family member who is sick with COVID-19;

- Lay-off, loss of hours, or other income substantial income reduction resulting from business closure or other economic or employer impacts of COVID-19 including for tenants who are salaried employees or self-employed;
- Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
- Extraordinary out of pocket medical expenses related to COVID-19; or
- Childcare needs arising from school closures related to COVID-19.

WHAT ARE “SUBSTANTIAL” IMPACTS

Substantial impacts are a material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstances which cause an unusual and significant financial impact on the tenant.

WHAT FINANCIALLY IMPACTED TENANTS MUST DO

- Notify the City and your landlord or landlord’s representative in writing within 7 days after the date the rent is due of lost income or extraordinary expenses related to COVID-19 and that you cannot pay full rent. The Deputy Director of the City’s Rent Stabilization Division may extend this deadline for up to 30 days.
- Complete and send to the City and your landlord or landlord’s representative the Beverly Hills Residential Tenants Impacted by COVID-19 form (“COVID-19 Form”) within 30 days after the date the rent is due, including supporting documentation. An electronic version of the COVID-19 Form can be found at beverlyhills.org/bhrent.
- Supporting documentation can include, but is not limited to, a written communication (including text message or email) from a household member’s employer, proof that an employer is a closed non-essential business, recent pay stubs, or medical bills related to COVID-19. You may send photocopies, photos, or scans of documents.
- To send written communications to your landlord or landlord’s representative, you may use regular mail. You may also use email or text if that is the method of written communication that has been used previously or if you and your landlord or landlord’s representative have agreed to use email or text to correspond.
- To send written communications to the City, send email to the City’s Rent Stabilization Division at bhrent@beverlyhills.org. You may use regular mail (addressed to the City of Beverly Hills, Rent Stabilization Division, 455 N. Rexford Drive, Room 200, Beverly Hills, CA 90210) only if email is not feasible. If mailing by regular mail, you must call the Rent Stabilization Division and leave a message at (310) 285-1031 with the following information: Your name, address, and date that you mailed the COVID-19 Form.

WHAT TO DO IF YOUR LANDLORD DISAGREES WITH YOUR CLAIM

If the landlord disagrees with your assertion regarding: (1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; or (3) the amount of

rent that you will pay, then the landlord must notify you of the disagreement in writing within 10 days of receipt of your COVID-19 Form and supporting documentation.

You may file a written appeal to the City, on a form provided by the City, within 10 days of receipt of the landlord's written determination. You must provide a copy of the appeal to the landlord. Final decisions of the City are subject to judicial review filed pursuant to Section 1094.6 of the California Code of Civil Procedure.

TENANTS ARE NOT RELIEVED OF LIABILITY FOR UNPAID RENT

Tenants must pay in full all outstanding rent that was not paid due to COVID-19 within one year of the expiration of the local emergency. After one year, the landlord may charge or collect a late fee for such unpaid rent or seek rent through eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the local emergency or within one year after the end of the emergency.

2. Temporary moratorium on no-fault evictions for residential tenants

During the period of local emergency, no landlord shall endeavor to evict a residential tenant for a no-fault eviction, unless necessary for the health and safety of tenants, neighbors or the landlord (other than based on illness of the tenant or other occupant of the residential unit). A landlord who receives a notice that a tenant cannot pay some or all of the rent temporarily for financial impacts related to COVID 19, shall not serve a notice to pay or quit.

A "no-fault eviction" means any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to, eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161b, use by landlord or relatives as specified in Beverly Hills Municipal Code Chapters 5 and 6, demolition or condominium conversion, major remodeling, and the Ellis Act, which is called withdrawal of residential rental structure from the rental market in the Beverly Hills Municipal Code. During the period of local emergency, any notice served by a landlord on a tenant for an eviction under the Ellis Act is tolled.

WHAT TO DO IF YOU RECEIVE A 3-DAY PAY OR QUIT NOTICE OR OTHER EVICTION NOTICE

During the period of the local emergency, a landlord who receives notice in accordance with the Ordinance that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a 3-day pay or quit notice pursuant to Code of Civil Procedure section 1161(2).

If you receive a 3-Day Pay or Quit Notice or any other form of eviction notice, please:

Contact your attorney for legal advice or contact Bet Tzedek at (323) 939-0506 ext. 499. The City maintains a contract with Bet Tzedek to provide legal services for income-qualified residents of the City free of charge.

Contact the City's Rent Stabilization Division by phone at (310) 285-1031 and leave a detailed message or by email at bhrent@beverlyhills.org

Please leave a detailed message, including your contact number, and staff will return your call as soon as is practicable. Please understand that both Bet Tzedek and City's Rent Stabilization Division staff are complying with the Governor's safer at home order and are currently working from home. We appreciate your understanding during these most difficult circumstances and know that we are here to assist you.

3. Temporary moratorium on annual rental increases for residential units subject to the City's Rent Stabilization Ordinance

During the period of local emergency, a temporary moratorium is imposed on the annual rent increases authorized by Sections 4-5-303(c) and 4-6-3 of the Beverly Hills Municipal Code. This provision shall not alter the date of annual rent increases imposed in future years.

COMMERCIAL TENANTS

1. Temporary moratorium on eviction for nonpayment of rent by commercial tenants

During the period of local emergency, a landlord shall not endeavor to evict a commercial tenant for nonpayment of rent due to substantial financial impacts related to COVID-19.

WHAT ARE FINANCIAL IMPACTS RELATED TO COVID-19

Financial impacts related to COVID-19 include, but are not limited to, loss of substantial business income or extraordinary expenses as a result of any of the following:

- Being sick with COVID-19, or caring for a household or family member who is sick with COVID-19;
- Income reduction resulting from business closure or other economic or employer impacts of COVID-19;
- Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
- Extraordinary out of pocket medical expenses related to COVID-19; or
- Childcare needs arising from school closures related to COVID-19.

WHAT ARE "SUBSTANTIAL" IMPACTS

Substantial impacts are a material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstances which cause an unusual and significant financial impact on the tenant.

WHAT FINANCIALLY IMPACTED TENANTS MUST DO

- Notify your landlord in writing within 7 days after the date the rent is due of lost income or extraordinary expenses related to COVID-19 and that you cannot pay full rent.

- Send your landlord written documentation to support your claim within 30 days after the date the rent is due.
- To send written communications to your landlord or landlord’s representative, you may use regular mail. You may also use email or text if that is the method of written communication that has been used previously or if you and your landlord or landlord’s representative have agreed to use email or text to correspond.

WHAT TO DO IF YOUR LANDLORD DISAGREES WITH YOUR CLAIM

A dispute with your landlord as to whether you have demonstrated facts sufficient to result in a temporary payment reduction or other legal remedy shall be determined pursuant to civil law.

TENANTS ARE NOT RELIEVED OF LIABILITY FOR UNPAID RENT

Tenants must pay in full all outstanding rent that was not paid due to COVID-19 within one year of the expiration of the local emergency. After one year, the landlord may charge or collect a late fee for such unpaid rent or seek rent through eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the local emergency or within one year after the end of the emergency.

2. Temporary moratorium on no-fault evictions for commercial tenants

During the period of local emergency, no landlord shall endeavor to evict a commercial tenant for a no-fault eviction, unless necessary for the health and safety of tenants, neighbors or the landlord (other than based on illness of the tenant, the tenant’s family or any of the tenant’s employees).

A “no-fault eviction” means any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to, eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161b.