This is to inform the public that on March 16, 2020, the Pasadena City Manager, by way of a local emergency declaration, imposed a moratorium on evictions for non-payment of rent by tenants experiencing financial impacts from the COVID-19 pandemic. The Pasadena City Council has since ratified the City Manager's action, and has adopted the moratorium through an ordinance.

The ordinance applies to all residential and commercial tenants, and prohibits landlords from making efforts to evict tenants that qualify for protection under the ordinance. Please be advised that if a tenant in the City of Pasadena notifies their landlord of an inability to pay rent due to financial impacts of COVID-19, the landlord cannot serve an eviction notice, file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise endeavor to evict the tenant for nonpayment of rent.

To assist landlords in complying with the ordinance, a copy of the ordinance and a series of Frequently Asked Questions can be found on the City's website www.cityofpasadena.net.

Thank you for your cooperation and compliance with the City of Pasadena's ordinances.

Sincerely,

Michele Beal Bagneris
Pasadena City Attorney/City Prosecutor
Introduced by Vice Mayor Hampton

ORDINANCE NO. 7359

AN UNCODIFIED ORDINANCE ENACTING A MORATORIUM ON EVICTIONS FOR NON-PAYMENT OF RENT BY TENANTS IMPACTED BY THE COVID-19 PANDEMIC

WHEREAS, pursuant to the City's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, morals and welfare of the City and its residents;

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19, (“COVID-19”);

WHEREAS, on March 4, 2020, the Health Officer declared the existence of a local health emergency in Pasadena, and on March 9, 2020, the City Council adopted a resolution ratifying the Health Officer's declaration;

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19;

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19;
WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19;

WHEREAS, on March 16, 2020, the City Manager, as Director of Disaster Emergency Services pursuant to Chapter 2.370 of the Pasadena Municipal Code, declared the existence of a local emergency and a first supplement to the declaration of local emergency to allow the City of Pasadena to address the COVID-19 pandemic;

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Health, and the Los Angeles County Department of Public Health have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus;

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in Pasadena have experienced or expect soon to experience sudden and unexpected income loss;

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks;
WHEREAS, further economic impacts are anticipated, leaving tenants vulnerable to eviction;

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to (a) avoid unnecessary housing displacement, to protect the City’s affordable housing stock, and to prevent housed individuals from falling into homelessness; and (b) avoid unnecessary displacement of commercial businesses;

WHEREAS, loss of income as a result of COVID-19 may inhibit Pasadena residents and businesses from fulfilling their financial obligations;

WHEREAS, this ordinance is necessary to protect public health and safety, as affected by the emergency caused by the spread of COVID-19; and

WHEREAS, staff discussions, testimony, and documentary evidence presented in a public forum support the basis of the findings and actions set forth in this ordinance.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF PASADENA DO ORDAIN AS FOLLOWS:

SECTION 1. This ordinance, due to its length and corresponding cost of publication will be published by title and summary as permitted by Section 508 of the Pasadena City Charter. The approved summary of this ordinance is as follows:

“SUMMARY

Ordinance No. 7359 imposes a moratorium on eviction for non-payment of rent by residential tenants impacted by the COVID-19 pandemic.

Ordinance No. 7359 shall take effect upon publication.”
SECTION 2. The above recitals are true and correct and are a substantive part of this Ordinance.

SECTION 3. A moratorium on eviction for non-payment of rent by residential tenants impacted by the COVID-19 pandemic is imposed as set forth herein.

SECTION 4. During the period of local public health emergency and/or local emergency declared in response to COVID-19:

A. For residential properties, no landlord shall endeavor to evict a tenant in either of the following situations: (1) for non-payment of rent if the tenant is unable to pay rent due to financial impacts related to COVID-19 or (2) for a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to CCP Section 1161(2), file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise seek to evict for non-payment of rent.

B. For commercial properties, no landlord shall endeavor to evict a commercial tenant for non-payment of rent if a commercial tenant is unable to pay rent due to financial impacts related to COVID-19.

SECTION 5. A landlord knows of a tenant’s inability to pay rent within the meaning of this ordinance if the tenant, within 30 days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant’s claim.
SECTION 6. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency and the tenant must pay within six months of the expiration of the local emergency. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this ordinance through the eviction process.

SECTION 7. Definitions. For purposes of this ordinance,

A. “In writing” includes email or text communications to a landlord or the landlord’s representative with whom the tenant has previously corresponded by email or text.

B. “Financial impacts related to COVID-19” include, but are not limited to, (1) for residential tenants, lost household income as a result of any of the following: (a) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (b) lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (c) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (d) extraordinary out-of-pocket medical expenses; or (e) child care needs arising from school closures related to COVID-19; and (2) for commercial tenants, lost business income from full or partial closure of the business (voluntarily or by mandate) to prevent or reduce the spread of COVID-19.

C. “No-fault eviction” refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the residential tenant, including, but not limited
to, eviction notices served pursuant to Code of Civil Procedure Sections 1161(1), 1161(5), or 1161c.

SECTION 8. This ordinance may be asserted as an affirmative defense in an unlawful detainer action. Any failure to comply with this ordinance does not constitute a criminal offense.

SECTION 9. This ordinance shall not be read in any way to (a) adversely affect and/or abrogate the rights of tenants under Chapter 9.75 of the Pasadena Municipal Code (Tenant Protection); and/or (b) prohibit any terminations of tenancy for just cause, or other terminations of tenancy where this ordinance does not apply.

SECTION 10. As applied to notices of termination issued prior to the effective date of this ordinance, this ordinance shall apply to tenancies where, as of the effective date of this ordinance, said tenant remains in possession and/or any eviction lawsuit has not reached a final judgment or issuance of a final order, after all appeals have been exhausted.

SECTION 11. This Ordinance shall remain in effect until the termination of the later of any local emergency or local health emergency in Pasadena that relates to the COVID-19 pandemic.

SECTION 12. Severability. If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this chapter which can be implemented without the invalid provisions, and to this end, the provisions of this chapter are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.
SECTION 13. The City Clerk shall certify the adoption of this ordinance and shall cause this ordinance to be published by title and summary.

SECTION 14. This Ordinance shall take effect upon publication.

Signed and approved this 30th day of March, 2020.

/s/ Terry Tornek
Terry Tornek
Mayor of the City of Pasadena

I HEREBY CERTIFY that the foregoing ordinance was adopted by the City Council of the City of Pasadena at its meeting held on 30th day of March, 2020 by the following vote:

AYES: Councilmembers Gordo, Kennedy, Masuda, McAustin, Wilson, Vice Mayor Hampton, Mayor Tornek
NOES: None
ABSENT: Councilmember Madison
ABSTAIN: None

Date Published: April 2, 2020

Mark Jomsky, CMC
City Clerk

Approved as to form:

Javan N. Rad
Chief Assistant City Attorney
In March 2020, the Pasadena City Council approved a moratorium on eviction for non-payment of rent by tenants experiencing financial impacts from the COVID-19 pandemic.

WHEN DOES THE MORATORIUM GO INTO EFFECT AND WHEN WILL IT END?
The moratorium went into effect on March 17, 2020 as a second supplement to the City Manager’s declaration of a local emergency, and now exists as an uncodified ordinance. This moratorium will end upon the termination of the later of any local emergency or local public health emergency that relates to the COVID-19 pandemic.

WHAT DOES THE MORATORIUM DO?
The moratorium prohibits landlords from evicting residential tenants for (a) non-payment of rent if the tenant is unable to pay rent due to the financial impacts of COVID-19, or (b) a no-fault eviction, unless necessary for health and safety reasons. The moratorium also prohibits landlords from evicting business tenants for non-payment of rent if the tenant is unable to pay rent due to the financial impacts of COVID-19. Tenants are required to repay any back rent within six (6) months of the expiration of the emergency period. A landlord may not seek to recover late fees for rent that is delayed due to the financial impacts of the COVID-19 pandemic.

WHO IS PROTECTED?
The moratorium applies to all residential and commercial tenants, regardless of the type of lease or rental agreement (e.g., month-to-month, annual, long-term). All types of units rented for more than 30 days are covered, including, but not limited to, multi-family units, duplex units, room rentals, single-family residences, and condominiums, regardless as to when the rental unit was built. Guests of hotels and short-term rentals are not covered by the moratorium.

WHAT IS THE TENANT REQUIRED TO DO?
A tenant experiencing an inability to pay rent due to financial impacts of COVID-19 should contact their landlord, and provide documentation to support their claim. Tenants should also pay the remaining portion of rent owed that the tenant is able to pay, based on the amount of income received.
WHEN MUST TENANT PAY BACK RENT?
Tenants who were afforded eviction protection through the moratorium will have up to six (6) months after the termination of the later of any local emergency or local public health emergency that relates to the COVID-19 pandemic.

IS RENT FORGIVEN FOR AFFECTED TENANTS?
No. The tenant has six months after expiration of the moratorium to pay the landlord unpaid rents that qualified under this moratorium to be deferred.

WHAT HAPPENS IF THE LANDLORD DOES NOT COMPLY WITH THE MORATORIUM AND moveS FORWARD WITH AN EVICTION?
If a Pasadena tenant notifies their landlord of an inability to pay rent due to financial impacts of COVID-19, the landlord cannot serve an eviction notice, file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise endeavor to evict the tenant for nonpayment of rent. A tenant may use the Pasadena moratorium as an affirmative defense in an unlawful detainer or other action brought by landlord to recover possession of the rental unit.

HOW DOES THE GOVERNOR’S MARCH 27 EXECUTIVE ORDER LIMIT EVICTIONS?
On March 27, the Governor issued an Executive Order (link) that, among other things, bans the enforcement of evictions of residential tenants, through May 31, where a tenant who needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19. The provisions of this Executive Order, and how it is interpreted, may also apply to a tenant’s circumstances, separate and apart from Pasadena’s moratorium.

HOW DOES THE CALIFORNIA JUDICIAL COUNCIL’S EMERGENCY RULE, ISSUED ON APRIL 6, LIMIT EVICTIONS?
On April 6, the California Judicial Council issued an Emergency Rule (link) delaying eviction cases from moving forward in court. The Emergency Rule remains in place for up to 90 days after the Governor lifts the state of emergency related to the COVID-19 pandemic. The provisions of the Emergency Rule, and how it is interpreted, may also apply to a tenant’s circumstances, separate and apart from Pasadena’s moratorium.

HOW DOES THE FEDERAL CARES ACT, SIGNED BY THE PRESIDENT ON MARCH 27, LIMIT EVICTIONS?
On March 27, the President signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (link). Among other things, for properties whose owners have federally backed mortgages, the CARES Act provides a 120-day moratorium on evictions of tenants who cannot pay rent. The provisions of the CARES Act, and how it is interpreted, may also apply to a tenant’s circumstances, separate and apart from Pasadena’s moratorium.
ADDITIONAL RESOURCES

- If you are a residential tenant: Housing Rights Center, (626) 791-0211
- If you are a business tenant: 
  [https://www.cityofpasadena.net/economicdevelopment/covid-19-business-resources/](https://www.cityofpasadena.net/economicdevelopment/covid-19-business-resources/)