



CITY OF PASADENA

MORATORIUM ON EVICTION FOR NON-PAYMENT OF RENT BY TENANTS IMPACTED BY THE COVID-19 PANDEMIC

FREQUENTLY ASKED QUESTIONS (“FAQ”) (updated as of October 1, 2020)

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. The moratorium was amended by the City Council in May 2020 to include additional provisions.

WHEN DID 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. Additional provisions pursuant to an amended moratorium went into effect on May 21, 2020. This moratorium will automatically end upon the City Council’s termination of the local 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. During the moratorium, a landlord may not impose or seek to recover late fees, pass-throughs, or interest for rent that is delayed or unpaid due to the financial impacts of the COVID-19 pandemic. The moratorium also encourages partial payment of rent if tenants cannot pay the full rent, and prohibits landlords from harassing or intimidating tenants who exercise their protections under the moratorium.

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, condominiums, and spaces in self-storage facilities, 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 City Council's termination of the local 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 STATE LAW UNDER THE COVID-19 TENANT RELIEF ACT OF 2020 ("AB 3088") LIMIT EVICTIONS?

AB 3088 ([link](#)), took effect on August 31 and expires on January 31, 2021.

AB 3088 prohibits landlords from filing evictions for non-payment of rent caused by COVID-19 against residential tenants who provide their landlord with a Declaration of COVID-19 Related Financial Distress. The Declaration is available at <https://landlordtenant.dre.ca.gov>. For residential tenants who provide this Declaration, all unpaid rent from March 1, 2020 to August 31, 2020 will be converted to consumer debt, meaning that it will not be a basis for eviction. For tenants who do not provide the Declaration, landlords may file evictions for non-payment of rent starting October 5, 2020.

Additionally, residential tenants have until January 31, 2021 to pay 25% of the rent due between September 1, 2020 and January 31, 2021. For tenants who complete this payment and also provide their landlord with the completed Declaration of COVID-19 Related Financial Distress, the remaining 75% of the rent from this period will also become consumer debt and be protected from eviction.

All pay-or-quit and perform-or-quit notices are required to include an unsigned copy of the Declaration, and tenants have 15 days (formerly 3 days) to respond with a

completed Declaration (or rental payment). No documentation of financial hardship is required, but landlords may request documentation from households earning at least \$100,000 per year.

Tenants are still responsible for repaying deferred rent, completing their repayment by **September 1, 2021**.

The provisions of AB 3088, and how it is interpreted, may also apply to a tenant's circumstances, separate and apart from Pasadena's moratorium.

HOW DOES THE FEDERAL MORATORIUM ON CERTAIN RESIDENTIAL EVICTIONS AFFECT THE CITY'S EVICTION MORATORIUM?

On September 4, the Centers for Disease Control and Prevention issued an order banning on certain residential evictions. This order expires on December 31, 2020.

This order prohibits landlords from filing evictions for non-payment of rent caused by COVID-19 against tenants who provide their landlord with a Declaration stating, under penalty of perjury that:

- they are unable to pay their full rent
- their annual household income is less than \$99,000 per year, or \$198,000 if filing joint tax returns
- they are likely to become homeless or forced into overcrowded housing if evicted
- they have attempted to access government aid
- their landlord may require full repayment after December 31, 2020.

Landlords who violate this moratorium may be subject to criminal penalties initiated by the U.S. Department of Justice. The provisions of the CDC's order, and how it is interpreted, may also apply to a tenant's circumstances, separate and apart from Pasadena's moratorium.

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, 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. This Executive Order has been extended on May 29 ([link](#)) and June 30 ([link](#)), and is effective through September 30. 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 LOS ANGELES COUNTY BOARD OF SUPERVISORS' APRIL 14 RATIFICATION OF AN EXECUTIVE ORDER LIMIT EVICTIONS IN PASADENA?

On April 14, the Los Angeles Board of Supervisors adopted a resolution ([link](#)) ratifying an Executive Order imposing an eviction moratorium and prohibition on rent increases. However, that action does not apply to properties in the City of Pasadena, as the Board

of Supervisors' resolution states it "exempt[s] cities that have local eviction moratoria in place."

ADDITIONAL RESOURCES

- If you are a residential tenant or landlord in Pasadena: Housing Rights Center, (626) 831-9732; and Neighborhood Legal Services of Los Angeles County, (800) 433-6251
- If you are a business tenant:
<https://www.cityofpasadena.net/economicdevelopment/covid-19-business-resources/>