

Santa Monica's Temporary Moratorium of Tenancy Terminations and Evictions

By Gary Rhoades

On March 19, 2020, the Santa Monica City Council ratified the City's [emergency moratorium](#) on certain types of notices, terminations of tenancy, and evictions. The City passed the temporary moratorium as a part of its emergency order in response to the pandemic emergency related to the spread of COVID-19, and as a part of the necessary measures taken in order to protect the public health and safety of its residents, workers, and visitors.

Under the statewide and countywide shelter-in-place orders and guidance, tenants should be staying at home rather than being subject to evictions or forced to look for another place to live. Also, along with the Governor of the State of California's statewide shelter-in-place order, he has since expressly authorized cities to suspend evictions during the crisis.

Santa Monica's emergency order is now in effect through April 30, 2020, and the City Council may extend it.

The moratorium applies to all residential properties in Santa Monica, including single-family homes, rooms rented in single-family homes, duplexes, condominiums, income-restricted apartments (i.e., affordable housing), rent-stabilized apartments, market-rate apartments, and mobilehomes.

The moratorium applies to residential evictions that are based on the tenant's nonpayment of rent due to impacts of the COVID-19 outbreak. It also applies to no-fault evictions of tenants who are sick, quarantined, under a shelter order, or subject to an Ellis Act removals of property from the rental market. The moratorium does not apply to lawful evictions for substantial breaches of the lease such as crimes. (Note: commercial tenancies are also protected but this article covers residential tenancies.)

Tenants must do two things to qualify for relief from evictions for nonpayment of rent:

1. Show that they have been impacted by COVID-19. Examples of being impacted by COVID-19 include:

- job loss
- reduction in hours of work

- store, restaurant or office closure
- furlough or layoff
- the need to miss work to care for a home-bound co-habitants such as school-age children or the elderly.
- state or local emergency actions that prevent the tenant from working

2. Show a loss of income or new expenses due to COVID-19 or related emergency declarations by County, State or federal agencies. The tenant must provide documentation to the landlord showing they have experienced a loss of income or new expenses that create an inability to pay. Examples of documentation include:

- letter from an employer citing COVID-19 as a reason for reduced work hours or termination
- paycheck stubs from before and after the COVID-19 outbreak
- bank statements showing the tenant's financial situation before and after the outbreak
- bills from extraordinary out-of-pocket medical expenses or other expenses related to the outbreak

Tenants seeking protection under the moratorium should begin collecting this information as soon as possible and present it to their landlords. If the tenant presents it to the landlord before the rent is due, the landlord is prohibited from serving the tenant with a Notice to Pay Rent or Quit. If the landlord has already served a tenant with a notice, and the tenants then present the COVID-19 impact information, further steps toward termination and eviction are prohibited.

The response by Santa Monica owners and property management companies to the crisis and to the moratorium has been positive and cooperative, and their community has already provided helpful input to the City. In the rare case of a landlord will not cooperate with the moratorium and proceeds with Notices to Pay Rent or Quit, terminations, and eviction attempts, they could be fined for such attempts. Also, the tenant may use the moratorium protection as a defense in any unlawful detainer.

Owners should note that the City's Tenant Harassment Ordinance prohibits attempted terminations or evictions that are unjustifiable based on facts known to the landlord. A tenant's protection from termination notices and eviction attempts under the moratorium would be an example of such a fact.

The rent due is not waived, just deferred. When the moratorium ends, landlords may seek unpaid rent – i.e., past due rent that was not paid during the moratorium – and the tenant must pay it, but within six months after the end of the moratorium.

The moratorium does not apply to preexisting back rent the tenant may have owed prior to the moratorium. If the tenants already owed back rent, they may still be evicted for failure to pay that rent. Please note, however, that Los Angeles County Sheriff's Department has announced that they will NOT be conducting any writ of possession lockouts during the pandemic crisis or until further notice.

For tenants seeking protection from no-fault evictions (such as those pursuant to removals from the rental market and owner-occupancy), they must demonstrate that they are sick, in quarantine, or in self-isolation. Virtually all residents have been advised by state and local public health officials to self-isolate, and as stated above, the Sheriff's Department is not conducting any lockouts during the crisis or until further notice.

The eviction moratorium does not directly cover a landlord's entries into units. However, given the pandemic and the Governor's statewide shelter-in-place order, entries should be limited to cases of emergencies and essential repairs. Even greater caution and medical consultation should be taken with entering the homes of seniors and those with underlying health conditions. If an entry must occur, precautions taken should include gloves, masks, and sanitizing what is handled in the unit.

The City Attorney's Office will be publishing further guidance on the topic of entries later this week.

For more information about Santa Monica's eviction moratorium, please read our list of [Frequently Asked Questions](#). If you have additional questions, please email consumer.mailbox@smgov.net or call 310-458-8336.

Please note that during this public health crisis, most city staff are teleworking.

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