Santa Monica Broadens Its Temporary Eviction Moratorium

On April 8, 2020, the City of Santa Monica issued a revised supplemental order that strengthens the City’s eviction moratorium in response to the deepening impacts of the novel coronavirus (COVID-19) pandemic.

The City first issued the eviction moratorium on March 14, 2020, which imposed a city-wide temporary moratorium for residential evictions for nonpayment of rent due to the financial impacts of COVID-19. Since then, the moratorium has been broadened to include commercial evictions (in addition to residential evictions), Ellis Act evictions, and no-fault evictions where a member of the household is sick, in isolation, sheltering at home, or under quarantine.

Today’s order further broadens the eviction moratorium in several ways, including:

- It extends the end date for the moratorium to May 31, 2020. The City has authority to extend this date again in the future as appropriate to address the local emergency.
- Beginning April 24, 2020, landlords must provide tenants with notice of the eviction moratorium as follows:
  - Landlords must either post notice at their property or mail (or email) notice to tenants;
o Landlords must include notice of the moratorium when serving tenants with any notice to pay rent or quit, or other notices given to tenants as part of an eviction process;

o Landlords must provide tenants with notice of the moratorium in the event that they file an unlawful detainer action in court; and

o The required notice language is provided in the moratorium.

- A landlord may not evict a residential tenant in any no-fault eviction matters; previously this rule applied only to no-fault evictions where a member of the household is sick, in isolation, sheltering at home, or under quarantine.

- A landlord may not evict a residential tenant for refusing entry into a unit, unless the landlord seeks entry to repair a condition that substantially endangers or impairs the health or safety of the tenant or other persons in the vicinity of the premises, or a condition that is causing or threatening to cause substantial damage to the premises. When a landlord does enter a unit, the landlord must ensure that appropriate social distancing, cleaning, and sanitation measures are taken during the entry.

- A landlord may not evict a residential tenant based on the presence of unauthorized occupants or their pets, or nuisance related to COVID-19, unless the presence substantially endangers or impairs the health or safety of a tenant or other persons in the vicinity of the premises, or causes or threatens to cause substantial damage to the premises.
- A landlord may not use the eviction process to seek rent that is delayed for the reasons stated in the moratorium if the landlord has already obtained compensation for the unpaid rent, through federal or state government relief funds or other programs that provide such compensation.
- A landlord who violates the City’s Tenant Harassment Ordinance during the moratorium period will be subject to an increased maximum civil penalty of $15,000 (increased from $10,000).

“The City has strengthened its eviction moratorium to ensure that our community members – both tenants and businesses – can stay in their homes, restaurants, shops, and offices during this emergency period, even if they are temporarily unable to pay rent,” said City Manager Rick Cole, the City’s Director of Emergency Services. “This public health crisis will end at some point, but the financial impacts will continue to create anxieties for our residents and businesses, tenants as well as landlords. We are mindful of our duty to balance the needs of everyone, but in the end our job is to ensure the safety, health, and well-being of the public, and to minimize the devastating impacts of COVID-19 to our community as a whole. This eviction moratorium will help us get through this crisis.”

The basic framework of the eviction moratorium remains unchanged: residential and commercial tenants are protected from evictions based on nonpayment of rent due to the financial impacts of COVID-19. However, tenants must notify their landlord, in writing, of their inability to pay rent due to COVID-19 and its impacts, and provide supporting documentation.

A form that can be used to provide the required notice is available [here](#). The tenant must provide this notice and supporting documentation as soon as
possible, preferably before the rent is due, but no later than 30 days after rent is due. A tenant is still obligated to pay a landlord back rent for all rent that is owed during the moratorium period. The tenant must pay this rent within 6 months of the expiration of the City’s moratorium order.

For questions about the City’s eviction moratorium, please visit santamonica.gov/coronavirus, or call the City’s COVID-19 hotline at (310) 458-8400 or info@santamonica.gov. For help in completing the tenant notice form or if you would like to file a complaint regarding eviction activity in violation of the order, please contact the Public Rights Division of the City Attorney’s Office at (310) 458-8336, or Consumer.Mailbox@smgov.net.

Revised Order >