



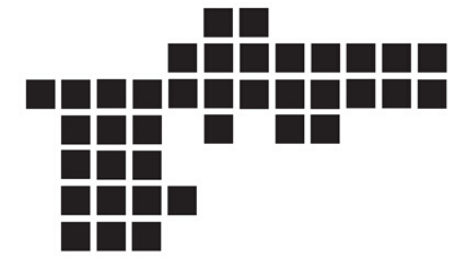
CORONAVIRUS

City of West Hollywood

Residential Eviction Moratorium

This webinar is brought to you by the City of West Hollywood's Rent Stabilization and Housing Division

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City of West Hollywood
California 1984



WeHo Responds



As a result of COVID-19 and public health precautions, many tenants have or may soon experience sudden and unexpected loss of income.

01 Eviction Moratorium

March 16, 2020 the City Council declared a local emergency and adopted a Residential Eviction Moratorium.

On April 6, 2020 the City Council amended the residential eviction moratorium preventing rent increases during and after the emergency period for units subject to the Rent Stabilization Annual General Adjustment (AGA), prevented eviction for unauthorized occupants, and extended the time to pay delayed rent to 12 months

On May 4, 2020 the City Council extended the Eviction Moratorium through July 31, 2020

02 No rent increases

Beginning April 6, 2020 and through sixty-days after expiration of the local emergency period rent shall not be increased for occupied units subject to the City of West Hollywood Rent Stabilization Annual General Adjustment.

03 Temporary

The moratorium remains in effect until July 31, 2020 unless extended.

Overview



RSH Info Line:
(323) 848-6450
Email: rsh@weho.org

No eviction

Prohibits eviction for non-payment of rent due to financial impacts, or having unauthorized occupants, related to COVID-19

12 months to pay

Delayed rent must be paid within 12 months after the expiration of the local emergency

Eviction Defense

No 3-day notice or unlawful detainer during the emergency period or 12 months after the local emergency expires

Overview



RSH Info Line:
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Tenant Harassment

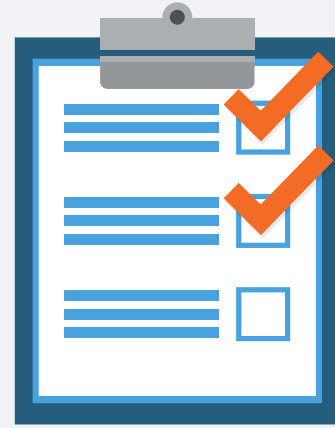
If a 3-day notice is served or a credit agency is notified of non-payment, this is considered tenant harassment

Paying delayed rent

Tenants, landlords encouraged to create a payment plan, but not required

No rent increases

Effective April 6, 2020, no rent increases during the local emergency and 60 days after, for units subject to the RSO Annual General Adjustment (AGA)



Eviction Moratorium

How it Works

A tenant unable to pay a portion or all rent due to financial impacts related to COVID-19 may take the following 3 steps:

01 Notify their landlord in writing of lost income and inability to pay full rent within 30 days after the rent is due

*Tenants should keep a copy of the letter and documentation/explanation provided for their records

You can access a template letter created by the City by visiting: www.weho.org/coronavirus



02 Provide documentation or an explanation of the financial impacts related to COVID-19

*Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim



Financial Impacts Include

but are not limited to, loss of household income based on any of the following:



01

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

02

Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19

03

Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency

04

Extraordinary out-of-pocket medical expenses

05

Child care needs arising from school closures related to COVID-19



Documentation

Documentation of financial impacts related to the COVID-19 crisis might include, but are not limited to the following examples:



Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim

Proof of being sick with COVID-19 or caring for a household/family member that is sick with COVID-19

Health authority communication about recommendation to stay home, self-quarantine

Medical bills

Receipts/invoices of child-care costs

Explanation from the tenant as to how incoming finances have been impacted by COVID-19 and why tenant is unable to all or part of rent

A tenant unable to pay a portion or all rent due to financial impacts related to COVID-19 can provide an explanation

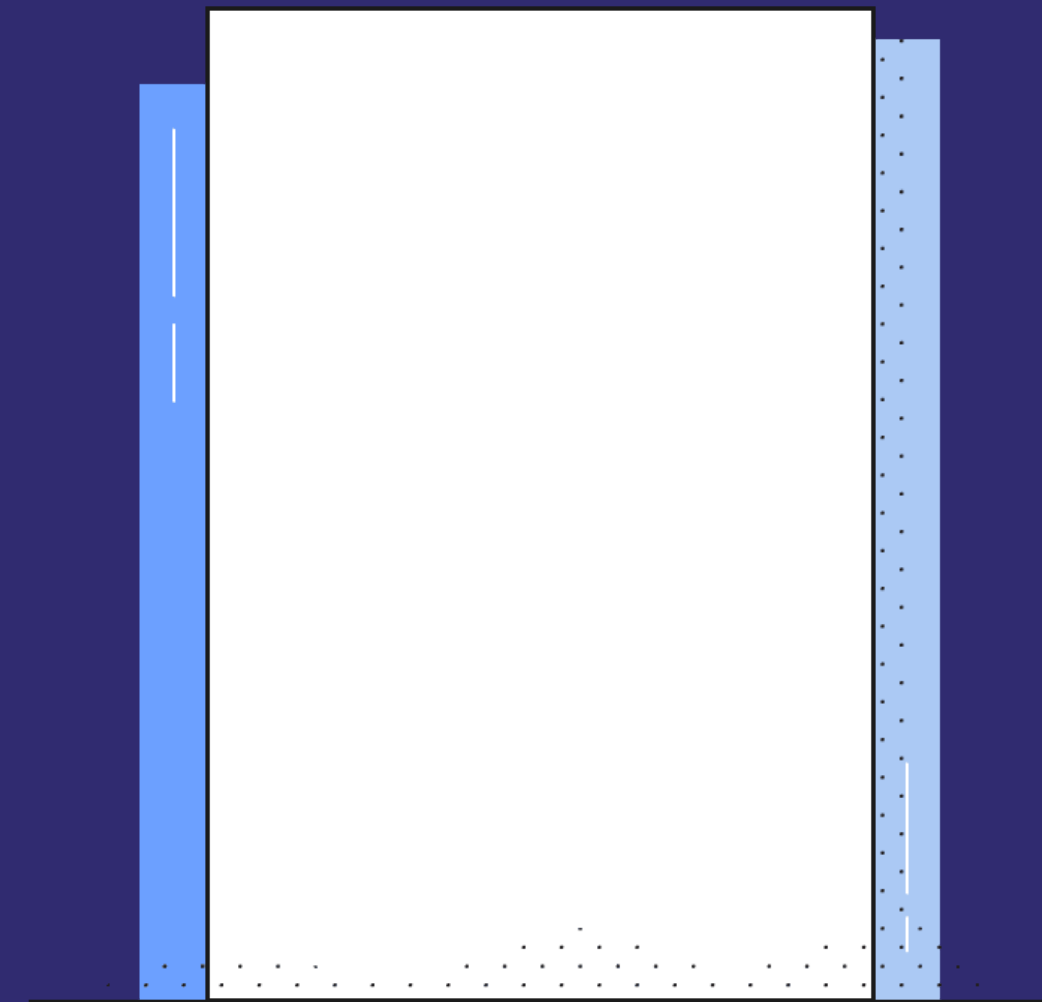
If documentation is unavailable: a tenant must provide an explanation of financial impacts related to COVID-19 and why the tenant is unable to pay all or part of the rent

If the tenant provides documentation: should be accompanied by an explanation showing how the tenant is impacted and how that impact directly relates to COVID-19

Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim

Explanation

How tenant is financially impacted related to COVID-19, and why unable to pay rent,



03 Pay the delayed rent within 12 months after the expiration of the local emergency period

Payment plans encouraged but not required

*Currently the local emergency period expires May 31, 2020 unless extended by the City Council



Recap:

A tenant unable to pay a portion or all rent due because of financial impact from COVID-19 must do the following:

- 01** Notify your landlord in writing of financial impact related to COVID-19, and inability to pay full rent within 30 days after the rent is due
- 02** Provide documentation or explanation of the financial impacts related to COVID-19
- 03** Pay delayed rent within 12 months after expiration of the local emergency period

*Tenants should keep a copy of the letter and documentation/ explanation provided for their records

You can access a template letter created by the City by visiting: www.weho.org/coronavirus



No Rent Increases

- Effective April 6, 2020 through 60 days after the expiration of the local emergency (Currently May 31, 2020, unless extended)
- Landlords cannot increase rent in units subject to the RSO Annual General Adjustment
- Contact us to find out if your unit is subject to the Annual General Adjustment (AGA)



RSH Info Line: (323) 848-6450 or Email: rsh@weho.org

Frequently Asked Questions

Can a landlord charge a late fee or interest on delayed rent that is paid within 12 months of the expiration of the local emergency?

No, a landlord may not charge a late fee or interest for unpaid rent when non-payment is due to financial impacts related to COVID-19



In a situation where one roommate loses his or her job but the other roommate is still working, can the roommates together notify their landlord of inability to pay some or all of the rent?

Yes, the Eviction Moratorium lists loss of household income as a result of a lay-off or loss of hours (if related to COVID19) as one of the covered financial impacts. If the household can provide documentation or an explanation of the lay-off or loss of hours related to COVID-19, then they qualify for protection under the Eviction Moratorium.

Do rules in the City of Los Angeles apply in West Hollywood?

No, dwelling units located within the City of West Hollywood are subject to the West Hollywood Eviction Moratorium and Rent Stabilization Ordinance. Dwelling units located in the City of Los Angeles are subject to the City of Los Angeles eviction moratorium and rent stabilization program.

**For more frequently asked questions visit:
www.weho.org/coronavirus**

Resources for the Community

Visit the [Renters Resources](#) page for more information on:

- Eviction Moratorium
- Emergency Rental Assistance
- Utility Assistance
- Legal resources
- and more!



Contact Us

Information Lines

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rsh@weho.org

www.weho.org/coronavirus



For more information and to access the template letter, visit the Renters Resources page available online at: www.weho.org/coronavirus

