
TENANT NEWSLETTER



By CRENSHAW EVICTIONS March 2023

WHAT IS AN EVICTION?

An eviction, or unlawful detainer, is a lawsuit for possession. In other words, a landlord can file paperwork with the courts to remove you from your unit. The eviction must begin with a notice. Depending on the type of the eviction, it could be a 3-, 15-, 30-, 60- or 90-day notice. After that notice expires, the landlord can file the lawsuit, but the landlord must go through the courts to evict you. A landlord cannot remote property, turn off utilities, remove doors, change locks, physically remove you, or have you arrested or removed by the police. The landlord cannot have your car towed away, ruin your credit, or threaten you.

What is Covid financial Distress & Debt? And How Have Things Changed ?

COVID-19-related financial distress" means ANY of following:

1. Loss of income caused by the COVID-19 pandemic. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
2. Increased expenses directly related to the health impact of the COVID-19 pandemic.
3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit a tenant's ability to earn income.
4. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.

5. Other circumstances related to the COVID-19 pandemic that have reduced a tenant's income or increased a tenant's expenses. [Code of Civil Procedure Section 1179.02(b).]

LOS ANGELES CITY EVICTION MORATORIUM

State Law on Non-Payment of Rent Eviction Protections

Tenants who provided their landlord with a COVID-19 Related Declaration of Financial Distress Form by the 15-Day deadline for rent owed from March 1, 2020, through August 31, 2020, cannot be evicted for non-payment of rent from that period. A landlord can pursue a court action in small claims court for this rent. Tenants who provided their landlord with a COVID-19 Related Declaration of Financial Distress Form by the 15-Day deadline AND paid 25% of their rent to the landlord for rent owed from September 1, 2020, through September 30, 2021, cannot be evicted for non-payment of rent from that period. A landlord can pursue a court action in small claims court for this rent.

COVID-19 Rental Debt

Tenants who are not covered by the Declaration of Financial Distress process described above continue to have protections for unpaid COVID-19 rental debt and must pay their debt as follows to avoid eviction:

- Rent owed from March 1, 2020, to September 30, 2021, tenants must pay by August 1, 2023.
- Rent owed from October 1, 2021 to January 31, 2023, tenants must pay by February 1, 2024.

No-Fault Evictions

- Notice of "No-Fault" evictions for reasons such as owner occupancy, move-in of a resident manager, for compliance with a government order, or for demolition or permanent removal under the Ellis Act process, can resume for all rental units on February 1, 2023.
- Landlords are required to submit a Declaration of Intent to Evict with LAHD for all no-fault evictions for rental units subject to the City's Rent Stabilization Ordinance (RSO). Landlords may begin filing these notifications with LAHD on or after February 1, 2023.
- Tenants who received a notice to terminate their tenancy based on an Ellis Act eviction prior to March 4, 2020, will receive an additional 60 days and cannot be evicted until April 1, 2023.

At-Fault Evictions for Additional Tenants and Pets

Eviction protections for unauthorized occupants or pets due to COVID-19 will continue through January 31, 2024.

Just Cause Tenant Eviction Protections

Effective January 27, 2023, eviction protections now apply to most rental properties in the City of Los Angeles, including single-family homes, and condominiums. Rental units

built after October 1, 1978, that are not currently covered by the City's Rent Stabilization Ordinance (RSO) are covered by the City's Just Cause Eviction Protections Ordinance. Tenants become protected at the end of their first lease, or 6 months after a new lease, whichever comes first. The new protections require that landlords must have a legal reason to evict a tenant. Tenant no-fault evictions require the payment of relocation assistance such as owner occupancy, government order, demolition, or withdrawal of the rental property from the rental housing market. [Click here for a list of at-fault legal reasons for eviction.](#) [Click here for a list of no-fault legal reasons for eviction.](#)

Notice to Terminate Tenancy/Eviction Filing

Effective January 27, 2023, any written notice terminating a tenancy for a tenant at-fault legal reason must be filed with the Los Angeles Housing Department (LAHD) within three (3) business days of service on the tenant per Los Angeles Municipal Code 151.09.C.9 & 165.05.B.5. At-fault eviction notices can be uploaded here. All no-fault evictions must be filed with LAHD, submit required fees, and pay the tenant relocation assistance. Please [click here for the Declaration of Intent to Evict forms](#) required for all no-fault reasons and information on how to submit the forms.

Protections Notice

All landlords of residential properties must provide a Notice of Renters' Protections to tenants who begin or renew their tenancy on or after January 27, 2023. This notice must also be posted in an accessible common area of the property. [Click here to download the Protections Notice.](#)

RSO Rent Increase

- Annual rent increases for rental units subject to the City of Los Angeles Rent Stabilization Ordinance (RSO) are prohibited through January 31, 2024.
- Beginning April 1, 2023, landlords may collect LAHD approved cost recovery surcharges (capital improvement, seismic retrofit, primary renovation & rehabilitation work), provided a 30-day written notice is served to the tenant.

Evictions for Non-Payment of Rent

Effective March 27, 2023, landlords may not evict a tenant who falls behind in rent unless the tenant owes an amount higher than the Fair Market Rent (FMR). The FMR depends on the bedroom size of the rental unit. For example, if a tenant rents a 1-bedroom unit and the rent is \$1,500, the landlord cannot evict the tenant since the rent owed is less than the FMR for a 1-bedroom unit.

2023 ECONOMIC TRESHOLD FAIR MARKET RENT PER BEDROOM SIZE					
	Efficiency	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
FY2023	\$1,534.00	\$1,747.00	\$2,222.00	\$2,888.00	\$3,170.00

LOS ANGELES COUNTY EVICTION MORATORIUM

The County’s COVID-19 Tenant Protections Resolution (formerly the LA County Eviction Moratorium), which went into effect March 4, 2020, extends certain protections to residential affected by the COVID-19 pandemic in Los Angeles County. On January 25, 2022, the Los Angeles County Board of Supervisors voted to extend the COVID-19 Tenant

Protections Resolution through December 31, 2022, unless repealed or further extended by the Board.

PROTECTIONS UNDER THE COUNTY'S EVICTION MORATORIUM?

The COVID-19 Tenant Protections Resolution applies to residential tenants, and mobilehome space renters in unincorporated Los Angeles County, as well as cities in the County that do not have a moratorium in place. It also established the County's temporary emergency tenant protections as the baseline for all incorporated cities within the County. This includes incorporated cities that have their own local eviction moratoria, to the extent the city's moratorium does not include the same or greater tenant protections as the County's COVID19 Tenant Protections Resolution. Please contact your city or call DCBA at 800-593-8222 for more information.

On March 31, 2022, the California legislature approved Assembly Bill (AB) 2179, extending the state's eviction moratorium through June 30, 2022 for certain tenants who have applied for rental assistance on or before March 31, 2022. Under AB 2179, in order to evict a tenant through June 30, 2022, a landlord must show that (i) before April 1, 2022, the landlord properly applied for rental assistance to cover the portion of rental debt that accumulated due to COVID-19 hardship and (ii) such application for rental assistance was denied because lack of eligibility, lack of funding, or failure by the tenant to timely complete the portion of the application that is the sole responsibility of the tenant. If a landlord and tenant timely completed the application for rental assistance, but a determination is still pending, the tenant may not be evicted. The extension of the eviction protections **do not extend to non-payment of rent after March 31st**, meaning that tenants **must** pay rent and utility bills beginning April 1st or tenant can be evicted without any additional covid protections. If you receive a notice to "pay or quit," it is strongly recommended that you immediately get legal assistance to determine and protect your rights.

Phase I (February 1, 2022 - May 31, 2022)

1. Rent increase freeze (including new pass-throughs or related charges) for rent-stabilized units in unincorporated areas of the County.

Protections against evictions for:

1. No-Fault eviction reasons (except for qualified Owner Move-in),
2. Nuisance,
3. Unauthorized occupants or pets,
4. Denying entry to landlord,
5. Anti-harassment and retaliation protections for all residential, mobilehome space renters and commercial tenants.

Phase II (June 1, 2022 - December 31, 2022)

1. Rent increase freeze (including new pass-throughs or related charges) for rent-stabilized units in unincorporated areas of the County.

Protections against evictions for:

2. No-Fault eviction reasons (except for qualified Owner Move-in),
3. Nuisance,
4. Unauthorized occupants or pets,
5. Anti-harassment and retaliation protections for all residential, mobilehome space renters and commercial tenants.

Lifts the following protections:

1. Protections against eviction for denying entry to landlord, except when the entry constitutes harassment
2. Owner Move-Ins: Removes the purchase date (6/30/2021) requirement; and Requirement that tenants not be financially impacted by COVID-19 for Owner Move-Ins to be allowed

No More Help With Past Due & Current Rent

As of March 31st, 2022 the rental relief program has expired and if you have not applied, so has your additional protections. If you have applied prior to March 31st and your landlord gave you a notice for rent due between October 2021 & March 2022, then you may receive some protections from the courts.

As of April 1st, 2022, there are additional protections for non-payment of rent and the requirement of the rent relief program application has also expired. This means that all rent needs to be paid to landlord for the months of April, May, & June 2022. If these months are not paid the landlord has the right to evict you. As far as July 2022 and further it is to be determined.

Tenant Options After Eviction is Filed

The **Demurrer** is your first option in response to the Complaint and/or the notice. The Complaint is an allegation. The demurrer attacks that allegation. The Demurrer is only to determine whether the Complaint or the notice, as it is written, is technically correct, or not. Filing the demurrer sets a hearing at least a month away, buying at least 4 more weeks of time. Normally, the judge “denies” the demurrer, meaning you lose the Demurrer, giving you five (5) business days to file an answer with the courts. Sometimes the judge will “grant” it, meaning you win the Demurrer, requiring the landlord to dismiss the case or correct the mistakes in the Complaint and/or notice. The landlord’s lawyer may try to expedite the Demurrer hearing by an “ex-parte application,” shortening the four (4) weeks.

Discovery is next. By using Discovery, you can find out before trial what the landlord claims. It is the most expensive part of the process but can be worth the money, in the right case. You are to ask questions [“Interrogatories”] and request the landlord to admit things you think you can prove. You request the landlord to produce documents and other evidence that they have, which help you prove your case. The landlord must respond to your requests, but usually, they make objections to avoid responding.

The **Answer** is finally your side of things. In it, you can deny all allegations in the Complaint. You also state "Affirmative Defenses," which explain why you are right, and the landlord is wrong. They can be the repeated points you raised in the Demurrer, as well as situations not mentioned in the Complaint. Once the answer is filed, you will receive a court date . This is the day the judge will decide whether you will be evicted or not.

Default

A default occurs if you do not respond to the complaint, after you have been served or made aware of the eviction filing against you. You have Five (5) business days, cannot count weekends or holidays, after you were served to file an answer in court. The courts will enter a default against you preventing you from responding and expediting the sheriff's lockout process. A motion can be filed to set the default aside, if you are able to file it prior to the sheriff's lockout. A default will also occur if you miss your court date.

Winning the Case

If you win, you are not going to be evicted. The judgment will be in your favor, and you don't have to worry about a sheriff's lockout.

Losing the Case

If you lose the case, the judgment leads to a writ of possession, which goes to the Sheriff. The Sheriff will post a 5-day Notice to Vacate on your door, and return 6 days or more later to physically make you leave, then they will post a red notice that says you cannot go back in. The Sheriff does not work on weekends or holidays. You have 5 days to gather your things and move. If you have things that you were not able to remove before the lockout, the landlord must protect them and allow you to come back and get them. You can also get a "motion to extend" postponing the pending lockout. If that stay is not granted, then you must leave on the agreed-upon date, or as soon as possible.

Ex Parte - Postponing the Lockout

To extend the time of the sheriff's lockout, you need to file an Ex Parte. If granted, the judge postpones the lockout and sets a date for your hearing, so that you will not be locked out before the motion is heard. You give telephonic notice to the landlord's lawyer twenty-four (24) hours before you go to the Ex Parte hearing, which is usually the same day of filing. If granted, notice needs to be given to the Sheriff to stop the lockout for the allotted time given by the judge.