COVID-19 EVICTION MORATORIUM

To assist residents and businesses that have been economically impacted by the COVID-19 pandemic, the City Council of the City of Hermosa Beach adopted Urgency Ordinance No. 20-1406U. This urgency ordinance enacted a temporary moratorium on foreclosing and/or evicting tenants for nonpayment of rent for those who are impacted by the COVID-19 pandemic.

NOTE: THIS MORATORIUM ONLY APPLIES TO EVICTIONS FOR NON-PAYMENT OF RENT OR MORTGAGES DUE TO FINANCIAL IMPACT/HARDSHIP RELATED TO COVID-19 DURING THE LOCAL EMERGENCY

Important Dates

- Declaration of Local Emergency: March 16, 2020
- Expiration of Temporary Moratorium: May 31, 2020

Frequently Asked Questions

Q. What if I can’t pay my rent or my mortgage because of COVID-19 restrictions or illness?

A. The State of California has a lot of resources available to help everyone get through this pandemic, including expanded unemployment benefits. Please visit https://onwardca.org/ to view and apply for assistance.

The State of California Employment Development Department (EDD) also has established a COVID-19 resource page to assist Californians who have lost their jobs or have had their hours reduced due to the impacts of COVID-19 in California. You can find EDD COVID-19 resource page at: https://edd.ca.gov/about_edd/coronavirus-2019.htm.

For businesses, the U.S. Small Business Administration (SBA) has established a small business guidance and loan resource page at: https://www.sba.gov/page/coronavirus-covid-19-small-business-guidance-loan-resources

If you are still unable to pay rent, the City strongly encourages you to reach out to your landlord to discuss an alternative payment plan.

If you cannot pay your mortgage, Gov. Gavin Newsom has announced a 90-day mortgage relief package that many of the major banks in the state are offering: https://www.gov.ca.gov/2020/03/25/governor-gavin-newsom-announces-major-financial-relief-package-90-day-mortgage-payment-relief-during-covid-19-crisis/

Mortgage holders should also reach out to the bank or company that provided their loans to work out alternative payment plans.
Q. What does the City’s temporary moratorium on foreclosures and evictions mean?

A. If you are financially impacted by the COVID-19 pandemic and unable to pay your rent during the local emergency, you cannot be evicted for nonpayment of rent. Additionally, property owners who are financially impacted by the COVID-19 pandemic cannot have foreclosures initiated or preceded against them during the period of local emergency.

Q. What does financially impacted by the COVID-19 pandemic mean?

A. You are considered financially impacted by the COVID-19 pandemic if you lose income because of one of the following circumstances:

- You are sick with COVID-19, or caring for a household or family member who is sick with COVID-19;
- You were laid-off, had a reduction of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19;
- You are complying with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency;
- You have extraordinary out-of-pocket medical expenses; or
- You have childcare needs arising from school closures related to COVID-19.

Q. I am a residential tenant, what information do I have to supply my landlord?

A. Within 30 days of the rental due date, you must notify your landlord in writing of your inability to pay rent. The term “in writing” also includes via email to the landlord or their representative with whom you have previously corresponded through email.

You should include the reason you are unable to pay rent and provide the necessary documentation, which can include:

- COVID-19 positive test result documentation
- Letter, email and/or texts related to job loss, loss of hours or other income reduction
- Health authority communication about recommendation to stay home, self-quarantine, etc.
- Medical bills
- Receipts/invoices for child-care costs
Q. I am a commercial tenant. What information do I have to supply my landlord?

A. For businesses that are closed (voluntarily or by mandate) to prevent the spread of the virus, you should take the following steps:
1. Within 30 days of the rental due date, notify landlords in writing about your inability to pay rent
2. State the ways in which you have been financially impacted. This can include that the business is closed voluntarily or by mandate to prevent spread of the virus.
3. Provide documentation that the business is closed and income is lost or reduced during this time, which can include:
   a. Health department order to close business
   b. Notification to public and customers that business is closed
   c. COVID-19 positive test result documentation
   d. Letter, email and/or texts related to closure of business or other income reduction

   If you have suffered partial loss in income, a commercial tenant shall pay the pro-rated share of rent that corresponds to the income generated during the period of loss.

Q. Does this mean I don't have to pay rent?

A. The order does not relieve tenants from eventually paying the rent. All rent must be paid within six months after the expiration of the local emergency, unless the tenant and landlord mutually agree to a different term. The landlord may not charge a late fee or penalties on the rent.

Q. My landlord has already started an eviction proceeding against me, does this moratorium stop that process?

A. This moratorium only applies to evictions and foreclosure proceedings for nonpayment of rent that were served or filed after March 16, 2020. It does not apply to those proceedings served and filed before the declaration of the local emergency.

Q. What should I do if I cannot pay the rent or if my landlord tries to evict me?

A. If you are unable to pay your full rent between March 16, 2020 and May 31, 2020, because of circumstances related to the COVID-19 pandemic, here is what you should do:
1. Do not leave your home.
2. Let your landlord know that you cannot pay full rent because of circumstances related to COVID-19 and try to arrange a payment plan.
3. It is best to alert your landlord before you miss a rental payment.
4. If you miss a rental payment or do not pay your full rent when it is due, your landlord may provide a “Notice to Pay Rent or Quit.”
5. If you receive this notice, it is important to inform your landlord that the reason you were not able to pay full rent is because of circumstances related to COVID-19 before the expiration date or deadline listed on the “Notice to Pay Rent or Quit.”
Q. What should I do if I receive a notice of an Unlawful Detainer?

A. If you have reached the expiration date listed on the “Notice to Pay Rent or Quit” and are unable to work out a payment plan with your landlord, you may receive a formal eviction or “Unlawful Detainer.” This means you may have to go to court to fight the eviction.

IT IS IMPORTANT TO SEEK LEGAL ASSISTANCE IN RESPONDING TO ANY EVICTION OR “UNLAWFUL DETAINER” ACTION FILED BY YOUR LANDLORD. If a tenant is served with Court papers or an Unlawful Detainer action, they should immediately seek legal counsel and assistance in responding to the Unlawful Detainer.

DO NOT IGNORE A NOTICE FROM THE COURT OR UNLAWFUL DETAINER NOTIFICATION!

Tenants do not have to leave their units unless they are served with a Sheriff’s Order, which happens after the case is heard in Court.