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**Rules and Implementation Measures Regarding
Residential Tenant Eviction Moratorium
Established by the March 16, 2020 COVID-19 Public Order
and Urgency Ordinance No. 2020-006**

Issue Date: March 20, 2020

BACKGROUND:

On March 16, 2020, the City Manager, under the authority of Culver City Municipal Code (CCMC) Section 3.09.020, as the Director of Emergency Services, issued a Public Order enacting City measures to protect members of the public and City workers from undue risk of COVID-1 ("Public Order"), which was extended by a March 20, 2020 supplemental order. The Public Order will remain in effect through April 19, 2020, unless extended or renewed, and includes, among other things, the following moratorium on residential tenant evictions ("Residential Tenant Eviction Moratorium"):

"[N]o landlord shall evict a residential tenant in the City of Culver City during this local emergency period if the tenant is able to show an inability to pay rent due to circumstances related to the COVID-19 pandemic. These circumstances include loss of income due to a COVID-19 related workplace closure, child care expenditures due to school closures, health care expenses related to being ill with COVID-19 or expenses or loss of income due to caring for a member of the tenant's household who is ill with COVID-19, or reasonable expenditures that stem from government-ordered emergency measures. Nothing in this subsection shall be construed to mean that the tenant will not still be obligated to pay lawfully charged rent as provided below. Tenants will have up to six months following the expiration of the local emergency period to repay any back due rent. Tenants may use the protections afforded in this subsection as an affirmative defense in an unlawful detainer action. The moratorium on evictions imposed by this subsection shall remain in effect during the pendency of the local emergency period, but will not apply in cases where eviction is necessary to address an imminent and objectively verifiable threat to the health and safety of a member of tenant's household or other residents of the rental property, or to the landlord or landlord's employees.

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On March 18, 2020, the City Council adopted an urgency ordinance (Ordinance No. 2020-006), confirming the Public Order pursuant to CCMC Section 3.09.020.B.1.h(2).

AUTHORITY: Section 3.C of the Urgency Ordinance provides the City Manager the authority to promulgate rules and implementation measures (collectively, "Implementation Measures") with regard to the Residential Tenant Eviction Moratorium, which are consistent with the provisions of the Public Order and the Urgency Ordinance.

IMPLEMENTATION MEASURES:

Section 1. Definitions. For purposes of the Public Order, Urgency Ordinance, and these Implementation Measures, the following definitions shall apply:

- A. "Affected Tenant" means a Tenant, Mobilehome Resident, or Mobilehome Owner, who is unable to pay their rent due to circumstances related to the COVID-19 pandemic, including loss of income due to a COVID-19 related workplace closure, child care expenditures due to school closures, health care expenses related to being ill with COVID-19, expenses or loss of income due to caring for a member of the tenant's household who is ill with COVID-19, or reasonable expenditures that stem from government-ordered emergency measures.
- B. "Affected Tenant Household" means one or more persons who occupy a Rental Unit that includes an Affected Tenant, including each dependent of any person whose primary residence is the Rental Unit.
- C. "Back Rent" means that portion of Rent owed by an Affected Tenant that remains unpaid upon expiration of the Local Emergency Period.
- D. "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any Rental Unit, Mobilehome or Mobilehome Park lot, and the agent, representative, or successor of any of the foregoing.
- E. "Local Emergency Period" means the term of the Public Order, including all supplemental orders, extension or amendments.
- F. "Mobilehome" means a structure transportable in one or more sections, designed and equipped to contain not more than one dwelling unit, to be used with or without a foundation system.
- G. "Mobilehome Park" means any area or tract of land where two or more mobilehome lots are rented or leased, or held out for rent or lease, to

accommodate Mobilehomes used for human habitation for permanent, as opposed to transient, occupancy.

- H. "Mobilehome Owner" means a person who owns a Mobilehome and rents or leases the Mobilehome Park lot on which the Mobilehome is located.
- I. "Mobilehome Resident" means a person who rents a Mobilehome for occupancy.
- J. "Notice of Termination" means any notice informing a Tenant, Mobilehome Owner, or Mobilehome Resident of the termination of its tenancy.
- K. "Rent" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of the Rental Unit, including Tenant's access to and use of services provided by the Landlord related to the use or occupancy of the Rental Unit. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered.
- L. "Rental Unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household, and which household pays Rent for use and occupancy for periods of at least seven days whether or not such use is legally permitted, and includes Mobilehomes, Mobilehome Park lots, and accessory dwelling units.
- M. "Tenant" means any person entitled by written or oral agreement, or by sufferance, to the use or occupancy of a Rental Unit.

Section 2. Scope. The Public Order applies to Affected Tenants in every Rental Unit located in the City of Culver City and Landlords of Affected Tenants.

Section 3. Application.

- A. The Residential Tenant Eviction Moratorium shall apply to every Notice of Termination, eviction notice and unlawful detainer action seeking to recover occupancy of a Rental Unit occupied by an Affected Tenant or Affected Tenant's Household, regardless of the date it is served or filed, if the Rental Unit has not been completely vacated as of the effective date of the Ordinance (March 18, 2020).
- B. The Residential Tenant Eviction Moratorium shall not apply in cases where eviction is necessary to address an imminent and objectively verifiable threat to the health and safety of a member of the Affected Tenant's Household or other residents of the rental property, or to the Landlord or Landlord's employees. In such cases, the Landlord must give written notice to the

Affected Tenant and to the Housing Division of the City of Culver City, describing in detail the nature of the imminent threat, the reason eviction is necessary address the threat, and the steps taken by Landlord to avoid eviction. The Housing Division may request additional documentation and may order suspension of the eviction process if it determines, in its reasonable discretion, that the eviction is unnecessary.

Section 4. Prohibitions.

- A. No landlord shall evict a residential tenant in the City of Culver City during the term of the Public Order, as supplemented, amended, or extended, if the Affected Tenant is able to show an inability to pay Rent due to circumstances related to the COVID-19 pandemic, which include one or more of the following:
1. Loss of income due to a COVID-19 related workplace closure;
 2. Child care expenditures due to school closures;
 3. Health care expenses related to being ill with COVID-19;
 4. Expenses or loss of income due to caring for a member of the tenant's household who is ill with COVID-19; or
 5. Reasonable expenditures that stem from government-ordered emergency measures.
- B. A Landlord is prohibited from charging or collecting late charges or fees when payment of Rent is delayed for the reasons set forth in the Public Order.
- C. A Landlord may not use the eviction process to seek Rent that is delayed for the reasons set forth in the Public Order.

Section 5. Notice. A Landlord who has knowledge that a Tenant cannot pay some or all of the Rent for the reasons set forth above shall not serve a Notice of Termination pursuant to CCP 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of Rent. For purposes of this Section, a Landlord shall be presumed to have "knowledge" of a Tenant's inability to pay Rent within the meaning of the Public Order if the Tenant, within 30 days after the date that Rent is due, notifies the Landlord in writing of Tenant's inability to pay full Rent for any of the reasons set forth in Section 4.A of these Implementation Measures, and provides documentation to support the claim. For purposes of this Section, "in writing" includes email or text communications to a Landlord or the Landlord's representative with whom the Tenant has previously corresponded by email or text.

Section 6. Documentation. One or more of the following documents, appropriate to the circumstances, may be used to create a rebuttable presumption that the Tenant has met the documentation requirement set forth in Section 5 of these Implementation Measures and qualifies as an Affected Tenant; however, the listed documents are not

the exclusive form of documentation that may be used to create a rebuttable presumption that the Tenant qualifies as an Affected Tenant and is entitled to the protections of the Public Order:

- A. Written communication from the Tenant's employer citing COVID-19 as a reason for reduced work hours, suspension of wages, or termination;
- B. Employer paycheck stubs and time cards;
- C. Notification from a school declaring a school closure related to COVID-19 or other public notice of a school closure;
- D. Proof of out-of-pocket medical expenses;
- E. Proof of out-of-pocket child care expenses;
- F. Proof of Covid-19 medical care or medical quarantine.

The Landlord shall provide a copy of Tenant's documentation to the Housing Division upon request. All medical or financial information provided to the Landlord or the City shall be held in a separate confidential and secured file, and only be used for evaluating the Tenant's claim. The Landlord shall retain all records pertaining to a Tenant's claim for a period of at least one year and shall permit inspection and copying by the Housing Division.

Section 7. Affirmative Defense. Each Landlord that seeks to terminate a tenancy of an Affected Tenant must comply with the Public Order and these Implementation Measures. Non-compliance with any applicable provision of the Public Order or these Implementation Measures shall constitute an affirmative defense against an unlawful detainer action under California Code of Civil Procedure section 1161, as amended. To assert this defense, an Affected Tenant shall have provided their Landlord with the notice and written documentation required by Sections 5 and 6 of these Implementation Measures, or other objectively verifiable information, establishing that the Affected Tenant's inability to pay Rent is due to one or more of the circumstances described in Section 4.A of these Implementation Measures.

Section 8. Payment of Back Rent. Nothing in the Public Order or these Implementation Measures shall relieve a tenant of liability for unpaid Rent. An Affected Tenant will have a period of six months after the expiration of the Local Emergency Period to pay all Back Rent. During that six-month grace period, the Landlord may collect Rent as it accrues for each rental period but may not terminate the tenancy of an Affected Tenant for nonpayment of Back Rent. Upon the expiration of the six-month grace period, the Landlord may take such actions as allowed by State and local law to collect any Back Rent that remains unpaid, including seeking recovery of possession of the Rental Unit.

Section 9. Enforcement. The rules and implementation measures promulgated by the City Manager, pursuant to the authority provided under the Urgency Ordinance, shall have the force and effect of law and may be relied upon by parties to determine their rights and responsibilities under the Public Order and the Urgency Ordinance.

Section 10. Interim Rent Control Ordinance. The Residential Tenant Eviction Moratorium and these Implementation Regulations are not intended, nor shall they be deemed, to relieve Landlords or Tenants from any of their obligations under the City's Interim Rent Control Ordinance (Ordinance No. 2019-011) ("IRCO"). For purposes of the Public Order and these Implementation Regulations, if there is a conflict with the terms of the IRCO or the regulations promulgated thereunder, the provisions of the Public Order and these Implementation Regulations shall apply.

Date: 3/20/2020



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