

Sample Notice to Landlord of Inability to Pay Rent Due to COVID-19 in County¹ of Los Angeles

COMMERCIAL TENANTS: Landlords **cannot** threaten to evict you, lock you out, or serve any eviction notice if you can't pay your rent **due to Covid**. The best way to protect yourself is to issue a notice to your landlord, similar to the form on the next page. For a word version of the form, click [here](#). For a Spanish version, click [here](#).

If you are a commercial tenant in unincorporated Los Angeles County or a city within the County that has not passed its own commercial tenant protections, your landlord may not evict you for nonpayment of rent due to financial impacts related to COVID-19 or for no-fault reasons. Financial impacts related to COVID-19 include, for example, reduced income from a business closure, compliance with recommendations or orders to stay home, extraordinary out-of-pocket medical expenses, and child care needs. Moreover, your landlord may not "attempt to evict" you by serving any eviction notice, filing an unlawful detainer, serving you a copy of an unlawful detainer summons or complaint, and any other action that can be construed as attempting to terminate your tenancy.

The County requires tenants to notify their landlords within seven days after rent is due that they are unable to pay rent, with a form similar the one on the following page, unless extenuating circumstances exist. If your business had fewer than 10 employees as of March 4, 2020, the landlord must accept your self-certification that you are unable to pay rent. If your business had 10 or more employees as of March 4, you must show documentation sufficient to demonstrate a financial impact (e.g., bank statements, gross sales receipts, or evidence of increased expenses).

The County provides 12 months to repay past rent for businesses with fewer than 10 employees. Businesses with 10 or more employees must repay within 6 months in equal installments.

Note that commercial tenants in cities that have enacted their own commercial protection ordinances (e.g., City of Los Angeles) are subject to different rules. For more information on commercial tenants in the City and County of Los Angeles, [please refer to this resource](#). A list of cities that have enacted their own tenant protections can be found at <https://dcba.lacounty.gov/noevictions/>.

Do not sign any repayment or other agreement without first speaking to an attorney to understand your rights as a tenant.

If you cannot pay rent due to COVID-19, your landlord cannot:

- Lock you out
- Threaten to lock you out
- Serve a notice to evict
- Serve eviction papers
- Or do anything else designed to evict you

¹ Unincorporated County and cities that have not enacted a commercial tenant protection ordinance.

[DATE]

[NAME OF LANDLORD]

[ADDRESS OF LANDLORD]

Re: Notice to Landlord of Inability to Pay Rent Due to COVID-19 for [INSERT PROPERTY ADDRESS]

Dear [NAME OF LANDLORD],

On March 19, 2020, the Chair of the Los Angeles County Board of Supervisors enacted a temporary eviction moratorium on residential and commercial evictions in Los Angeles County in response to the Coronavirus (COVID-19) pandemic. The temporary moratorium imposes a ban on evictions for failure to pay rent due to financial impacts related to COVID-19 for all residential and commercial tenants in Los Angeles County impacted by the COVID-19 crisis beginning March 4, 2020 through June 30, 2020.

[OPTIONAL: I gave you notice [by telephone/by text/in person] on [FILL IN DATE] that I am unable to pay rent. This letter is to inform you in writing that I will be unable to pay [CHOOSE ONE: some of/any of] my rent due on [DATE RENT IS DUE] until further notice due to financial impacts related to COVID-19

- Suspected or confirmed diagnosis of COVID-19 or caring for myself or someone else such as a household member suspected or confirmed with COVID-19.
- Lay-off, loss of hours, loss of revenue, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19.
- Compliance with a recommendation from the County's Health Officer to stay home, self-quarantine, or avoid congregation with others during the state of emergency.
- Extraordinary out-of-pocket medical expenses related to diagnosis and testing for and/or treatment of COVID-19
- Child Care needs arising from school closures related to COVID-19.
- Other (specify):

[OPTIONAL: I will only be able to pay \$[FILL IN AMOUNT] per month until further notice.]

[REQUIRED FOR BUSINESSES WITH 10 OR MORE EMPLOYEES AS OF MARCH 4: I have attached supporting documentation to support my claim, as indicated on the next page.]

I understand that my rent is not being waived and that I will have [12 months²/6 months³] following the end of the moratorium period to pay back any past due rent.

Thank you for your understanding and cooperating during these unprecedented times.

Regards,

[Name and Signature]

² If fewer than 10 employees.

³ If 10 or more employees.

[REQUIRED IF YOU HAD 10 OR MORE EMPLOYEES AS OF MARCH 4, 2020]

I have included the following documents as verification of my inability to pay rent caused by COVID-19. I understand I may not be required to provide documentation, but have enclosed the following to further support my claim:

- A doctor's statement verifying a diagnosis of COVID-19
- A letter from my employer stating that I have had a reduction in work hours or experienced a lay off or termination due to COVID-19
- Financial statements from my banking institution demonstrating my financial status before and after the declaration of the COVID-19 pandemic.
- Paycheck stubs demonstrating a loss of income for the periods before and after the declaration of the COVID-19 pandemic.
- Other (specify):