

The City of Monrovia

RESIDENTIAL RENTERS | COVID-19

INFORMATION & RESOURCES

On Tuesday, March 31st, the City Council approved an Urgency Ordinance which adopted emergency regulations that prohibit residential evictions for non-payment of rent and "no-fault" evictions. The ordinance took effect immediately and will remain in place through the duration of COVID-19 emergency declaration.

- During the existence of the local emergency, no residential property owner or agent shall take any action, or threaten, to evict a tenant in either of the following situations -
 - Nonpayment of rent, late fees, or other fees or charges, if the landlord knows that the tenant is unable to pay the same due to financial impacts related to COVID-19
 - No-fault eviction unless immediately necessary for the health and safety of tenants, neighbors or the landlord, other than based on illness of the tenant or any other occupant of the residential rental
- Tenant must notify the landlord
 - Tenant must give notice of inability to pay rent within 7 days after the date rent is due.
 - Tenant must notify landlord in writing that tenant has incurred financial impacts as defined by the ordinance (See below)
 - Within 30 days after the date rent is due, tenant must provide written documentation to landlord to support the tenant's inability to pay all or part of the rent due.
- For purposes of this ordinance, "financial impacts" means -
 - Loss of the tenant's monthly household income due to business closure
 - Loss of compensable hours of work or wages
 - Extraordinary out-of-pocket medical expenses
- A financial impact is "related to COVID-19" if resulted from any of the following-
 - Tenant's own diagnosis with COVID-19 or the tenant's need to care for a household or immediate family member who is diagnosed with COVID-19
 - Layoff, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts
 - Compliance with a recommendation or order from the County Health Officer to stay at home, isolate, self-quarantine, or avoid congregating with others during the COVID-19 state of emergency.
 - Extraordinary out-of-pocket expenses related to diagnosis and testing for treatment of COVID-19
 - Additional child care costs arising from school closures related to COVID-19
- During the period of local emergency, all residential tenants shall pay timely that portion of the rent the tenant is able to pay.
 - Nothing in this ordinance relieves tenants of any liability for unpaid rent which landlords may seek after expiration of the local emergency.
 - Tenants must pay all rent that is due within 6 months following the termination of this local emergency. All tenants are encouraged to work hand-in-hand with landlords.
- Finally, this ordinance prevents the enforcement of non-payment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices and may be used as defense to any such action by a landlord in violation of this ordinance.

If a Monrovia tenant notifies their landlord of an inability to pay rent due to financial impacts of COVID-19, the landlord cannot serve an eviction notice, file or prosecute an unlawful detainer action based on a three-day pay or quit notice, or otherwise endeavor to evict the tenant for nonpayment of rent. Tenants may use the Monrovia moratorium as an affirmative defense in an unlawful detainer or other action brought by landlord to recover possession of the rental unit. The City will not engage as intermediary between landlords and tenants.

ADDITIONAL RESOURCES

- Employment Development Department Unemployment https://www.edd.ca.gov
- LA County Department of Mental Health (800) 854-7771
- City of Monrovia | Covid-19 questions Email: pio@ci.monrovia.ca.us Cityofmonrovia.org
- Pasadena Housing Rights Center (800) 477-5977 Email: info@housingrightscenter.org
- Foothill Unity Center | Food 415 West Chestnut Ave. Monrovia, CA 626-358-3486