Pasadena Eviction Moratorium

Pasadena’s ordinance prohibits any endeavor to evict any tenant based on non-payment of rent due to a substantial decrease in household or business income, or substantial out-of-pocket medical expenses related to COVID-19. This includes, but is not limited to, a prohibition on serving a 3-day notice to pay rent or quit on an affected tenant. The ordinance also prohibits “no fault” evictions.

On May 18, the City Council amended the ordinance to: (1) prohibit specified new pass-through charges for tenants financially affected by COVID-19, (2) require a notice of rights to be provided to all tenants, (3) where the landlord knows of the tenant’s inability to pay the rent for the reasons specified in the ordinance, not charge or collect delayed pursuant to the ordinance.

Note: CAA recommends that an attorney be used for preparation of any termination notices or eviction filings during the current local emergency.

Effective Date: The eviction moratorium ordinance took effect March 17.

Duration: The order remains in effect until termination of the local emergency.

Definition of Financial Impacts Related to COVID-19: The financial impacts include, but are not limited to, lost household income as a result of any of the following: (a) being sick with COVID-19; (b) lay-off, loss of hours, or other income reduction resulting from business closure or economic or employer impacts of COVID-19; (c) compliance with a recommendation from a government health authority to stay home, self-quarantine or avoid congregating with others during the state of emergency; (d) extraordinary out-of-pocket medical expenses; or (e) child care needs arising from school closures related to COVID-19.

Deadline for Tenant to Provide Notice and Documentation of Inability to Pay to Landlord: The tenant must provide notice and documentation within 30 days after the rent is due.

Documentation Requirement: The type of documentation that is required is not specified. Any medical or information provided by the tenant must be held in confidence and can only be used to evaluate the tenant’s claim of protection under the ordinance.

Deadline for Payment of Rent Subject to Moratorium: Six months after the end of the local emergency.

Prohibition on Late Fees: A landlord may not seek to recover interest or late fees for rent that is delayed due to the financial impacts of the COVID-19 pandemic.

Prohibition on New Pass-Throughs: The May 18 amendments to the ordinance prohibit the landlord from charging any new pass-through charges to tenants who are entitled to protection under the ordinance (i.e., who have a financial impacts related to COVID-19) for: (a) the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system, (b) abatement of
hazardous materials, such as lead-based paint or asbestos, (c) capital Improvements, including, but not limited to, the complete exterior painting of the building, landscaping, flooring, fixtures, doors, windows, fences, security items, meter conversions, major appliances, or window screens and coverings, (d) increases in maintenance and operating expenses, and (e) increases in property taxes.

Prohibition on No Fault Eviction: The ordinance prohibits any “no fault” eviction, which is defined as “any eviction for which the notice to terminate is not based on alleged fault by the residential tenant” including expiration of a fixed term lease, expiration of a notice of termination from the tenant and foreclosure. No-fault evictions necessary for health and safety reasons are permitted.

Required Notice of Rights: The May 18 amendments to the ordinance require the landlord to give tenants notice of the protections afforded by the ordinance by June 20 (30 days after the amendments took effect). The landlord may comply with this requirement by either: (a) sending the notice to each tenant’s rent unit, or (b) conspicuously and prominently displaying the notice in the common areas of the property for the duration of the local emergency. As of June 1, the City has not made a notice available that can be used to comply with this requirement. CAA recommends sending a copy of the ordinance, as revised on May 18 (link below), to all tenants.

Prohibition on Tenant Harassment: The May 18 amendments to the ordinance included a prohibition on harassing or intimidating tenants who are unable to pay rent as a result of COVID-19 for taking lawful actions expressly permitted by the ordinance (i.e., providing the notice that they will be deferring rent). The following actions are examples of harassment specifically prohibited by the ordinance: (a) interrupting, terminating, or failing to provide services required by rental agreement or lease or by federal, State, County, or local housing, health, or safety laws; (b) failing to perform repairs and maintenance required by rental agreement or lease or by federal, State or local housing, health, or safety laws; (c) abusing a tenant with words which are offensive and inherently likely to provoke an immediate violent reaction (including words used during in-person conversations, through social media postings or messages, or other communications); (d) influencing or attempting to influence a tenant to vacate his/her/their premises through fraud, intimidation or coercion, which shall include threatening to report a Tenant to the United States Department of Homeland Security; (e) threatening a tenant, by word or gesture, with physical harm; or (f) denying a tenant access to the premises, or moving or converting the tenant’s possessions.

Pasadena Eviction Moratorium (Original)  
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May 18 Amendments to Ordinance  
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Pasadena Additional Information  
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