Culver City Eviction Moratorium

Culver City’s eviction moratorium has been revised twice since it was originally enacted mid-March. Originally, it offered tenants with COVID-19 related inability to pay the ability to defer rent. It was then expanded to prevent all residential evictions until May 31, 2020, with limited exceptions. On April 28, it was revised to extend the repayment schedule for deferred rent from six to twelve months. On May 20, the City extended the eviction moratorium to August 31st.

**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 City Manager’s original order – eviction moratorium based on COVID-19-related inability to pay – took effect March 16. The second order – prohibition on all residential evictions limited exceptions – took effect March 27. The most recent order – extension of repayment to 12 months – took effect April 28. The eviction moratorium protects any tenant who is still occupying their rental unit prior to expiration of the ordinance.

**Duration:** The ordinance remains in effect until August 31, 2020, or the termination of the local emergency, whichever occurs earlier.

**Definition of Financial Impacts Related to COVID-19:** 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 expense 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.

**Deadline for Tenant to Provide Notice and Documentation of Inability to Pay to Landlord:** The tenant must provide notice in writing (including email or text) within thirty days after rent is due. Documentation is also required.

**Documentation Requirement:** The implementing rules require the tenant to provide a signed and dated declaration under penalty of perjury stating that the tenant is unable to pay rent and describing the reasons for the inability to pay. The declaration must be signed and include the following statement or its substantial equivalent over the tenant’s signature:

I DECLARE UNDER THE PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE REPRESENTATIONS HEREIN ARE TRUE AND CORRECT.

The rules also provide that the tenant must make a diligent and good faith effort to provide documentation, and provides a list of types of documentation such as pay stubs, proof of medical expenses, etc. The rules specifically state that a landlord may not “require a particular
form of documentation from the tenant and must objectively and in good faith consider the
documentation provided.” The rules are linked at the bottom of this paper.

**Deadline for Payment of Rent Subject to Moratorium:** The tenant has 12 months after the expiration of the local emergency to repay the landlord the deferred rent.

**Prohibition on Late Fees:** A landlord may not recover late fees for rent that is delayed during the local emergency.

**General Eviction Prohibition:** Landlords are prohibited from evicting tenants while the order is in effect, except in the following circumstances:

1. Non-payment of rent where the tenant cannot claim inability to pay;
2. The tenant is using the rental unit for an illegal purpose and has failed to correct the condition after being given notice and opportunity to cure;
3. The tenant’s refusal to allow the owner to enter the unit as required by law, except in cases where an occupant of the rental unit has been ordered to self isolate or remain in quarantine and the owner’s entry to the unit would violate such order.
4. The tenant has created or is maintaining a dangerous and unsanitary condition and that condition has not been promptly abated or repaired; provided that, the landlord gives written notice to the tenant and to the City, describing in detail the nature of the condition and the steps taken by the landlord to avoid eviction.
5. Where eviction is necessary to address an imminent and objectively verifiable threat to the health or safety of a member of the tenant’s household or other residents of the rental property, or to the landlord or the landlord’s employees; provided that, the landlord gives written notice to the tenant and to the City, describing in detail the nature of the imminent threat and the steps taken by the landlord to avoid eviction.

With respect to grounds for eviction (4) and (5) the City is authorized to request additional documentation and may order suspension of the eviction process if it determines that suspension is necessary in order to prevent abuse of the City’s order.

**Notice of Termination Requirements:** Whenever a notice of termination is served during the effective period of the City’s order, the landlord must also provide to the City a copy of the notice and a description of the circumstances cited as the basis for a permitted eviction.

**Culver City Eviction Moratorium (Orders and Rules)**
www.culvercity.org/live/home-property/housing-services/interim-rent-control-measures