

To Our Valued Residents:

Community is at the heart of everything we do, and in light of concerns for the Coronavirus (COVID-19), **The Chatham Oak Apartments** would like to share our current efforts to keep you and our community informed in order to help prevent the spread of this virus. As you know, additional steps are being taken by the management team to ensure that the property and its common areas are maintained in a sanitized condition throughout the day.

Like many others, our organization is closely following guidelines from the Centers for Disease Control (CDC), World Health Organization (WHO), and other local or national health organizations. Please take a moment to review the below outlined precautionary measures we as a company and community will put into immediate effect.

### **Leasing Office/Method of Contact Update**

Please contact the leasing office and/or your on-site manager via email or phone unless you have the need to visit face to face. Your on-site manager can be reached at [arbor.carlo@gmail.com](mailto:arbor.carlo@gmail.com) or via phone **818-769-1149**. In a maintenance after hour's emergency, you can also reach us at **818-505-5238**.

Our resident managers and our home office personnel are here to help you with any particular needs that should arise and we have arranged to have a dedicated staff and hotline to help you through this, what will, hopefully, be a very short-term period of national angst.

**Call for Live Assistance: (818) 538-8306 available Monday to Saturday from 9:00 a.m. to 6:00 p.m.**

### **Rent Payment Update**

While we can't provide federally funded monetary relief, we can do a few things that may help you. We are a local, community-based company and we are going to take positive action now.

First, we are eliminating all rent increases that would normally have occurred on the anniversary date of your lease through July 31<sup>st</sup> of this year. Additionally, if you choose to use your credit card for payments, we are making arrangements with the credit card processors for us to offset 60% of the processing fees that they charge you. We will be responsible for that portion of the fee and credit your account accordingly.

It is our hope, that if the need arises, you will utilize our ACH Online Payment Program which has been well received and utilized by many of you at the time you began your residency with us. For anyone who is interested, please visit the "Resident Portal" which is located under the "Residents" Tab. This will allow you to review our online payment options and utilize it as a convenience. There is a small fee (\$1.95 per month) which will be waived at this time.

## **Common Area Closures**

Effective immediately all common areas including the spa will be closed until further notice. Necessities including laundry rooms, elevators, and stairwells will remain available for access.

For the most update and current information regarding the virus, and tips for how to stay healthy we recommend you visit the [www.cdc.gov](http://www.cdc.gov) or [www.who.int](http://www.who.int).

This has been a very difficult time for all of us. We very much appreciate your understanding and assistance as we all take the recommended precautions to help in preventing the spread of COVID-19. Please be assured that it is our goal to continue to provide you with the best service during this period of national emergency.

## **Copy of the Ordinance, Guidelines and Attachments Related to COVID-19**

Please click here to view COVID-19 Eviction Protections Fact Sheet

Please click here to view Ordinance No. 186585



# COVID-19 Eviction Protections Fact Sheet

THE CITY OF LOS ANGELES EVICTION PROTECTIONS APPLY TO ALL RENTAL UNITS IN THE CITY OF LOS ANGELES.

THE RENT INCREASE FREEZE APPLIES ONLY TO RENTAL UNITS SUBJECT TO THE CITY'S RENT STABILIZATION ORDINANCE (RSO).

TO FIND OUT IF YOUR UNIT IS SUBJECT TO THE RSO: TEXT "RSO" TO (855) 880-7368.

## SUMMARY OF RESIDENTIAL TENANT PROTECTIONS

**NON-PAYMENT OF RENT DUE TO COVID-19** - Beginning March 4, 2020, through the end of the local emergency, no owner can evict a residential tenant for nonpayment of rent if the tenant is unable to pay rent because of circumstances related to the COVID-19, such as:

- Loss of income due to workplace closure or reduced hours due to COVID-19.
- Loss of income or increased child care expenditures due to school closures.
- Health care expenditures related to being ill with COVID-19 or caring for a household member who is ill with COVID-19.
- Loss of income relating to reasonable expenditures stemming from government ordered emergency measures.

Tenants must notify their landlord of their inability to pay the full rent before the due date or within 7 days after the rent due date. The L.A. City Ordinance does not require tenants to provide documentation with this notification.

**THE CITY ORDINANCE DOES NOT RELIEVE TENANTS OF THE OBLIGATION TO PAY RENT. TENANTS HAVE UP TO 12 MONTHS FROM THE EXPIRATION OF THE LOCAL EMERGENCY TO PAY BACK RENTS. LANDLORDS MAY NOT CHARGE INTEREST OR A LATE FEE ON THE RENT.**

**EVICTION PROTECTIONS** - A tenant may not be evicted for a "No-fault" reason during the local emergency period (for example, for owner move-in or to install a resident manager). Additionally, tenants may not be evicted for having unauthorized occupants, pets or nuisance as a result of circumstances related to COVID-19. Tenancies may not be terminated in order to demolish, convert or withdraw a residential rental unit from the rental housing market under the Ellis Act until 60 days after the expiration of the declaration of emergency.

**NO RENT INCREASES FOR PROPERTIES SUBJECT TO THE RSO** - As of **March 30, 2020**, rent increases are prohibited for properties subject to the RSO until 60 days after the local emergency. From March 30, 2020, through the end of the local emergency period, landlords may not issue **new** notices to collect SCEP, RSO or cost recovery surcharges. Landlords may issue a notice of a legal rent increase, but cannot collect the additional rent until 60-days after the expiration of the emergency period.

**ASSISTANCE FOR TENANTS** - Tenants may seek information and assistance from the Los Angeles + Housing Community Investment Department (HCIDLA) by calling 866-557-RENT or 866-557-7368, Monday - Friday, between the hours of 8:30 AM to 4:30 PM, and weekends, Saturday and Sunday, from 10:00 AM to 3:00 PM, or by filing a complaint online at: [hcidla.lacity.org/File-a-Complaint](https://hcidla.lacity.org/File-a-Complaint).

## COVID19 Financial Hardship Form

RESIDENT'S NAME: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_ APT: \_\_\_\_\_

In order to be considered for a repayment agreement as a result of COVID19-related financial hardship, please complete this form by checking the boxes that apply to each leaseholder(s) and provide documentation demonstrating that you are unable to pay the rent due to financial hardship resulting from the COVID19 pandemic. Examples of acceptable verification may include:

- (1) Letter from employer on company letterhead verifying loss of income due to a COVID19-related workplace closure and/or COVID19-related layoffs or furloughs;
- (2) Documentation of childcare expenditures (from a minor household member's school/school district) verifying school closures and which impacts your ability to pay the rent;
- (3) Verification of health care expenses related to being ill with COVID19 or caring for a member of the Resident's household who is ill with COVID19 and which has impacted your ability to pay the rent; or
- (4) Other verification which demonstrates a significant COVID19-related financial hardship which directly impacts your ability to pay rent.

Local legislation or eviction moratorium may provide for specific protections and/or circumstances in addition to those listed above. In those cases, Property Manager agrees to consider further explanation and documentation of financial hardship in accordance with local law.

**Request:** Please allow for deferred payment of rent for \_\_\_\_\_ (Month(s)) in the amount of \$\_\_\_\_\_

List Resident(s) and/or Household Member(s) Affected	Nature of COVID19 Financial Hardship
	<input type="checkbox"/> Loss of income due to a COVID19-related workplace closure and/or COVID19-related layoffs or furloughs (Unemployment, underemployment, reduced job hours, reduced pay, or decline in self-employed business earnings significant enough to impact ability to pay rent.)
	<input type="checkbox"/> Increased childcare expenditures due to school closures which is significant enough to impact ability to pay rent.
	<input type="checkbox"/> Health care expenses related to contracting COVID19 or caring for a member of the Resident's household who has contracted COVID19 and which is significant enough/immediately due and payable and impacts the ability to pay rent.
	<input type="checkbox"/> Other

Please provide a detailed explanation of your COVID19-related financial hardship and describe the supporting documentation provided herewith:

**Resident Acknowledgement, and Agreement**

I/We certify, acknowledge, and agree:

1. I/We certify that all the information in this COVID19 Financial Hardship Form is truthful, and the event(s) identified above has/have contributed to my/our need for a repayment agreement.
2. The Property Manager may review the accuracy of my/our statements and the supporting documentation. I/We am/are willing to provide all requested documents and respond to all Property Manager communication in a timely manner. I/We understand that time is of the essence.
3. If I/We have engaged in fraud or misrepresented any fact(s) in connection with this COVID19 Financial Hardship Form, or if I/We do not provide all of the required documentation requested, the Property Manager may not offer me/us a repayment agreement and may pursue eviction proceedings and collection of all past due rent and fees.
4. The Property Manager will maintain confidentiality of any medical or financial information provided.
5. I/We understand and agree that this form and any resulting agreement does not absolve my/our responsibility to pay the rent pursuant to the Lease.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

**ORDINANCE NO. 186585**

An ordinance adding Article 14.6 to the Los Angeles Municipal Code to temporarily prohibit certain residential and commercial evictions due to the COVID-19 pandemic.

**WHEREAS**, international, national, state, and local governments and health authorities are responding to an outbreak of a disease caused by the novel coronavirus referred to as COVID-19;

**WHEREAS**, the State of California, the County of Los Angeles, and the City of Los Angeles are experiencing a public health crisis from the COVID-19 pandemic that will have lasting impacts on residents and the economy;

**WHEREAS**, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as result of the threat of COVID-19;

**WHEREAS**, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19;

**WHEREAS**, on March 4, 2020, the Mayor of Los Angeles declared a local emergency based on the COVID-19 pandemic;

**WHEREAS**, the Centers for Disease Control and Prevention, the California Department of Health, and the Los Angeles County Department of Public Health have all issued recommendations including but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus;

**WHEREAS**, as a result of the public health emergency and the precautions recommended by health authorities, many residents and businesses in the City of Los Angeles have experienced or expect soon to experience sudden and unexpected income loss;

**WHEREAS**, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks;

**WHEREAS**, further economic impacts are anticipated, leaving tenants, both residential and commercial, vulnerable to eviction;

**WHEREAS**, during this local emergency and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement to protect the City's affordable housing stock and to prevent housed individuals from falling into homelessness;

**WHEREAS**, on March 16, 2020, the Governor issued Executive Order N-28-20, which authorizes local jurisdictions to suspend certain evictions of renters and homeowners, requests a moratorium on foreclosures, and protects Californians affected by COVID-19 against utility shutoffs;

**WHEREAS**, the Governor's Executive Order N-28-20, further authorizes local jurisdictions such as the City of Los Angeles, to establish additional measures to promote housing security and stability to protect public health and mitigate the economic impacts of COVID-19;

**WHEREAS**, on March 16, 17, and 23, 2020, the Mayor issued Public Orders to mitigate the impacts of the COVID-19 pandemic on the residents of the City of Los Angeles;

**WHEREAS**, the City of Los Angeles deems it necessary to protect public health, life, and property during this declared state of emergency by protecting commercial and residential tenants from certain evictions during the state of emergency; and

**WHEREAS**, the City of Los Angeles wishes to suspend commercial and residential evictions based on non-payment of rent and no-fault evictions of residential tenants when the tenants have been affected by the COVID-19 pandemic, and to suspend the removal of occupied residential units from the rental market under the Ellis Act.

**NOW, THEREFORE,**

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 14.6 is added to Chapter IV of the Los Angeles Municipal Code to read as follows:

## ARTICLE 14.6

### TEMPORARY PROTECTION OF TENANTS DURING COVID-19 PANDEMIC

#### SEC. 49.99. FINDINGS.

The City of Los Angeles is experiencing an unprecedented public health crisis brought by the Coronavirus, which causes an acute respiratory illness called COVID-19.

On March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as result of the COVID-19 pandemic. That same day, the Mayor also declared a local emergency.

On March 16, 2020, the Governor issued Executive Order N-28-20, which authorizes local jurisdictions to suspend certain evictions of renters and homeowners, among other protections. The Executive Order further authorizes the City of Los Angeles to implement additional measures to promote housing security and stability to protect public health and mitigate the economic impacts of the COVID-19 pandemic.

The economic impacts of COVID-19 have been significant and will have lasting repercussions for the residents of the City of Los Angeles. National, county, and city public health authorities have issued recommendations, including, but not limited to, social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus. Residents most vulnerable to COVID-19, including those 65 years of age or older, and those with underlying health issues, have been ordered to self-quarantine, self-isolate, or otherwise remain in their homes. Non-essential businesses have been ordered to close. More recent orders from the Governor and the Mayor have ordered people to stay at home and only leave their homes to visit or work in essential businesses. As a result, many residents are experiencing unexpected expenditures or substantial loss of income as a result of business closures, reduced work hours, or lay-offs related to these government-ordered interventions. Those already experiencing homelessness are especially vulnerable during this public health crisis.

The COVID-19 pandemic threatens to undermine housing security and generate unnecessary displacement of the City's residents and instability of the City's businesses. Therefore, the City of Los Angeles must take measures to protect public health, life and property.

This ordinance temporarily prohibits evictions of residential and commercial tenants for failure to pay rent due to COVID-19 and prohibits no-fault evictions of residential tenants if the tenant or any member of the household is ill, in isolation, or under quarantine due to COVID-19. This ordinance further suspends withdrawals of occupied residential units from the rental market under the Ellis Act, Government Code Section 7060, *et seq.*



## SEC. 49.99.1. DEFINITIONS.

The following words and phrases, whenever used in this article, shall be construed as defined in this section:

A. **Commercial Real Property.** The term “commercial real property” refers to any parcel of real property that is developed and used either in part or in whole for commercial purposes. This does not include commercial real property leased by a multi-national company, a publicly traded company, or a company that employs more than 500 employees.

B. **No-fault Eviction.** The term “no-fault eviction” means any eviction for which the notice to terminate tenancy is not based on an alleged fault of the tenant, including, without limitation, eviction notices served under California Code of Civil Procedure Sections 1161(1), 1161(5), or 1161c.

C. **Owner.** The term “owner” is any person, acting as principal or through an agent, offering residential or Commercial Real Property for rent, and includes a predecessor in interest to the owner.

D. **Residential Real Property.** The term “residential real property” is any dwelling or unit that is intended or used for human habitation.

E. **Local Emergency Period.** The term “local emergency period” is March 4, 2020 to the end of the local emergency as declared by the Mayor.

## SEC. 49.99.2. PROHIBITION ON RESIDENTIAL EVICTIONS.

A. No Owner shall evict a residential tenant for non-payment of rent during the Local Emergency Period if the tenant is unable 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 caring for a member of the tenant's household or family who is ill with COVID-19, or reasonable expenditures that stem from government-ordered emergency measures. Tenants shall have up to 12 months following the expiration of the Local Emergency Period to repay any past due rent. Tenants may use the protections afforded in this section as an affirmative defense in an unlawful detainer action. Nothing in this article eliminates any obligation to pay lawfully charged rent. However, the tenant and Owner may, prior to the expiration of the Local Emergency Period or within 90 days of the first missed rent payment, whichever comes first, mutually agree to a plan for repayment of unpaid rent selected from options promulgated by the Housing and Community Investment Department for that purpose.

B. No Owner shall exercise a No-fault Eviction during the Local Emergency Period.

C. No Owner shall exercise an eviction during the Local Emergency Period based on the presence of unauthorized occupants, pets or nuisance related to COVID-19.

D. No Owner shall charge interest or a late fee on rent not paid under the provisions of this article.

E. An Owner shall give written notice of the protections afforded by this article with 30 days of its effective date. Failure to provide notice may result in penalties.

### **SEC. 49.99.3. PROHIBITION ON COMMERCIAL EVICTIONS.**

No Owner shall evict a tenant of Commercial Real Property during the Local Emergency Period if the tenant is unable to pay rent due to circumstances related to the COVID-19 pandemic. These circumstances include loss of business 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 caring for a member of the tenant's household or family who is ill with COVID-19, or reasonable expenditures that stem from government-ordered emergency measures. Tenants shall have up to three months following the expiration of the Local Emergency Period to repay any past due rent. Tenants may use the protections afforded in this section as an affirmative defense in an unlawful detainer action. Nothing in this article eliminates any obligation to pay lawfully charged rent. No Owner shall charge interest or a late fee on rent not paid under the provisions of this article.

### **SEC. 49.99.4. PROHIBITION ON REMOVAL OF OCCUPIED RESIDENTIAL UNITS.**

No Owner may remove occupied Residential Real Property from the rental market under the Ellis Act, Government Code Section 7060, *et seq.*, during the pendency of the Local Emergency Period. Tenancies may not be terminated under the Ellis Act until 60 days after the expiration of the Local Emergency Period.

### **SEC. 49.99.5. RETROACTIVITY.**

This article applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed. Nothing in this article eliminates any obligation to pay lawfully charged rent.

### **SEC. 49.99.6. SEVERABILITY.**

If any provision of this article is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this article which can be implemented without the invalid provisions, and to this end, the provisions of this article are declared to be severable. The City Council hereby declares that it would have adopted this article and each provision thereof

irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

Sec. 2. **URGENCY CLAUSE.** The City Council finds and declares that this ordinance is required for the immediate protection of the public peace, health and safety for the following reasons: the City of Los Angeles will suffer irreparable damage, including loss of life and property, should the devastating effects of COVID-19 not be quickly mitigated. The Council, therefore, adopts this ordinance to become effective upon publication pursuant to Los Angeles City Charter Section 253.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
DAVID MICHAELSON  
Chief Assistant City Attorney

Date 3/27/20


File No. \_\_\_\_\_


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The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles, **by a vote of not less than three-fourths** of all its members.

CITY CLERK

MAYOR

  
\_\_\_\_\_

  
\_\_\_\_\_

Ordinance Passed 03/27/2020

Approved 03/31/2020

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Ordinance Effective Date: 03/31/2020  
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