

The following is a list of Frequently Asked Questions to better inform the community about the City's temporary moratorium on terminations of tenancy and evictions:

- **Why did the City pass a temporary moratorium on terminations of tenancy and evictions?**
  - The City issued the moratorium as a part of its emergency order in response to the pandemic emergency related to the spread of COVID-19, and as a part of the necessary measures taken in order to protect the public health and safety of its residents, workers, and visitors. Under statewide and countywide shelter-in-place orders and guidance, residents should be staying at home rather than being subject to evictions or looking for another place to live. (Note: On March 16, 2020, the Governor of California expressly authorized cities to suspend evictions during the crisis.)
- **Are Santa Monica tenants permitted to stop rent payments?**
  - The temporary moratorium does not waive rent or exempt renters from paying rent, but it suspends the terminations of tenancies and evictions of tenants who have lost jobs or wages and are unable to pay rent as a result of COVID-19. The moratorium gives tenants additional time to pay the rent.
- **Besides non-payment of rent based on COVID-19 related loss of income, what other type of evictions are suspended?**
  - The temporary moratorium also suspends no-fault evictions (such as owner-occupancy and Ellis Act removals from rental market) if the tenant is sick, under quarantine, or in isolation. As California has imposed a shelter-in-place order, all tenants now must now shelter in place, in isolation, and are protected from such evictions.
- **How long is the temporary moratorium on evictions in place?**
  - The Order lasts until April 30, 2020, unless extended.
- **When did the temporary moratorium go into effect?**
  - The Order went into effect on March 14, 2020.

- **What action must be taken by tenants who have been affected?**
  - Affected tenants should immediately contact their landlords and inform the landlords that their ability to pay rent has been adversely affected. Tenants must demonstrate, in writing (text or email is sufficient) substantial loss of income from the COVID-19 pandemic due to job loss; a reduction of hours of work, store, restaurant, or office closure; the need to miss work to care for a home-bound relative or co-occupant such as the elderly and school-age child; or other similarly-caused loss of income that resulted since the City's Order. Once a landlord knows of the tenant's financial condition, they should not take any further steps toward termination or eviction.
  - Similarly, in a no-fault eviction situation, if any member of the household is sick, in isolation (such as with the current statewide shelter-in-place order), or under quarantine, the tenant should immediately let the landlord know, and the landlord may not move forward with the eviction process.
  
- **How does the eviction moratorium protect landlords?**
  - Landlords may continue to collect rent from tenants; the moratorium limits landlords from taking action against those tenants who cannot pay rent and can demonstrate substantial income loss due to COVID-19.
  - The Order also requires tenants to, in writing, communicate and demonstrate the loss to the landlord.
  - The rent is not waived, only deferred until after the emergency passes.
  
- **Does the Order prevent the landlord from entering a unit?**
  - The eviction moratorium does not directly cover the landlord's entries into units. However, given the pandemic and the statewide shelter-in-place order, entries should be limited to cases of emergencies and essential repairs and precautions should be taken (sanitization, gloves, masks, safety glasses, social distancing) when those entries take place. The City Attorney's Office will be publishing further guidance on this topic.