

Sample Commercial Tenant Notice to Landlord of Inability to Pay Rent Due to COVID-19 in City of Los Angeles

Landlords in the City of Los Angeles are prohibited from evicting commercial tenants for nonpayment of rent if they cannot pay rent due to “circumstances related to the COVID-19 pandemic,” including workplace closure, child care costs, health care expenses, or expenses due to government ordered emergency measures. Moreover, under the City ordinance, the landlord is specifically prohibited from sending any eviction notice to a tenant unless the landlord has a good faith basis to believe that the COVID-related tenant protections do not apply. A tenant has until three months after the expiration of the local emergency period to repay rent. A landlord may not charge interest on the deferred rent.

Although the City ordinance does not require a tenant to give notice to their landlord of their inability to pay rent, we recommend sending a notice to your landlord in order to establish a record. Such notice will help counter any claim by your landlord that the COVID-19 protections don’t apply.

Note that commercial tenants in the County of Los Angeles who are not in the City of Los Angeles are subject to different commercial protections. For more information on commercial tenants in the City and County of Los Angeles, [please refer to this Public Counsel FAQ on COVID-19 Protections for Commercial Tenants in Los Angeles County and City](#).

Do not sign any repayment or other agreement without first speaking to an attorney to understand your rights as a tenant.

Prohibited Actions: If you cannot pay rent due to COVID-19, your landlord cannot:

Lock you out

Threaten to lock you out

Serve a notice to evict

Serve eviction papers

Or do anything else designed to evict you

For a word version of the letter, click [here](#).

For Spanish, click [here](#).

[DATE]

[NAME OF LANDLORD]

[ADDRESS OF LANDLORD]

Property Address: [ADDRESS OF RENTAL PROPERTY]

Dear [NAME OF LANDLORD],

I am writing this letter to provide notice that I will be unable to pay rent starting [DATE WHICH RENT IS DUE] and until further notice due to circumstances related to the COVID-19 pandemic. [Optional: I have already informed you of my inability to pay rent on (FILL IN DATE YOU TOLD BY PHONE OR TEXT OR IN PERSON)].

As you are aware, on March 4, 2020, the City of Los Angeles declared a local emergency due to the COVID-19 pandemic and adopted [Ordinance No. 186606](#) (May 6, 2020), which prohibits a landlord from evicting a commercial tenant for nonpayment of rent if the tenant is unable to pay rent due to circumstances related to the COVID-19 pandemic. The ordinance further prohibits a landlord from endeavoring to evict a commercial tenant, i.e., serving or providing any eviction notice without a good faith basis that the COVID-related protections don't apply.

I am protected by the City Ordinance because I am unable to pay rent due to [check one]:

- 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
- Reasonable expenditures that stem from government-ordered emergency measures
- Other [Explain]

Per the City Ordinance, I am not required at this time to sign a repayment agreement.

Thank you for your understanding and cooperation.

Sincerely,

[YOUR NAME]



[YOUR ADDRESS]