



County of Los Angeles

February 25, 2025

Dawyn R. Harrison
County Counsel

Board of Supervisors

Hilda L. Solis
Supervisor, First District

Holly J. Mitchell
Supervisor, Second District

Lindsey P. Horvath
Supervisor, Third District

Janice Hahn
Supervisor, Fourth District

Kathryn Barger
Supervisor, Fifth District



The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

**Re: Keeping Wildfire Impacted Workers Housed
(02/18/25 Board Agenda; Item No. 9)**

Dear Supervisors:

On February 18, 2025, your Board directed our office to return to the Board on February 25, 2025, with a draft resolution to protect each qualifying, income-eligible tenant residing in the County from eviction for non-payment of rent due between February 1, 2025 and July 31, 2025, where the tenant has been directly financially impacted by the wildfire emergency by providing the tenant an affirmative defense against unlawful detainer actions. Attached is the resolution for your Board's consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Dawyn R. Harrison'.

DRH
DAWYN R. HARRISON
County Counsel

DRH:BT:ec

Attachment

**RESOLUTION OF THE COUNTY OF LOS ANGELES BOARD OF SUPERVISORS
PROTECTING QUALIFYING INCOME ELIGIBLE TENANTS DIRECTLY
FINANCIALLY IMPACTED BY THE JANUARY 2025 WINDSTORM AND
CRITICAL WILDFIRE EVENTS**

WHEREAS, on January 7, 2025, the Chair of the Board of Supervisors ("Board") of the County of Los Angeles ("County") proclaimed, pursuant to the California Emergency Services Act (Government Code section 8550 et seq.) and Chapter 2.68 of the Los Angeles County Code ("County Code"), and the Board ratified on January 14, 2025, the existence of a Local Emergency for the January 2025 Windstorm and Critical Fire Events ("Local Emergency") that have been impacted by severe and life-threatening windstorms and resulting wind-driven destructive fires, which include the Palisades Fire, Eaton Fire, Hurst Fire, Kenneth Fire, and multiple other fires throughout the County (collectively, "County Wildfires");

WHEREAS, the Local Emergency has displaced thousands of residents due to the damage or destruction of their housing;

WHEREAS, preliminary data from the County's Department of Economic Opportunity estimates that over 20,000 businesses and over 125,000 employees have been impacted by the County Wildfires, in addition to independently employed landscapers, housekeepers, or child caregivers who live throughout the County, not just in the communities in or near the fires;

WHEREAS, on January 21, 2025, this Board provided protections for residential tenants in the unincorporated County who have offered shelter to those displaced by the Local Emergency and their pets;

WHEREAS, the Board has taken subsequent action to increase penalties and enforcement for price gouging, support statewide legislation for a rent freeze, and establish a \$32 million fund to support people who have lost their homes, businesses, or employment due to the County Wildfires; but more must be done quickly to protect people from falling into homelessness;

WHEREAS, the County has consistently been one of the most unaffordable housing markets in the country, with the majority of its tenants rent-burdened, and an unhoused population of over 75,000 people. With thousands of displaced families adding pressure to the rental market, it is critical that the Board does everything it can to keep people in the housing they are currently in; and

WHEREAS, pursuant to Government Code section 8634 and Chapter 2.68 of the County Code, during a local emergency, the Board, or, in the following priority order, the Chair of the Board, Chief Executive Officer, or the Sheriff may promulgate orders or regulations within the County, including to all incorporated cities, to provide for the protection of life and property, where necessary to preserve the public health, order, and safety.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DOES HEREBY PROCLAIM, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

I. INCORPORATION OF RECITALS. The foregoing Recitals are true and correct and incorporated herein by reference.

II. DEFINITIONS. For purposes of this Resolution, the following terms are defined as follows:

A. "Direct" means either:

1. Qualifying Tenant's place of employment or business was destroyed or rendered uninhabitable due to the County Wildfires and resulted in actual loss of wages;
2. The economic impact of the County Wildfires resulted in the Qualifying Tenant's employer laying them off or reducing their work hours; or
3. A loss of the Qualifying Tenant's clients who were located in the County Wildfires impacted areas resulting in a loss of income.

B. "Financial Impact" means a Qualifying Tenant's loss of at least ten percent (10%) of their average monthly household income immediately preceding January 7, 2025, as may be established by pay stubs, payment receipts, letters from employers, or other evidence. Income replaced through unemployment insurance, emergency benefits, or any other source shall be considered when calculating a Qualifying Tenant's Financial Impact.

C. "Landlord" means an owner of real property for residential rental purposes.

D. "Protection Time Period" means the time period between February 1, 2025, through July 31, 2025, as may be revised, renewed, or repealed by the Board, during which a Qualifying Tenant is unable to pay rent due to Direct Financial Impacts related to the County Wildfires.

E. "Qualifying Tenant" means a residential tenant who resides in a rental unit or rents a mobilehome from a mobilehome owner (collectively, "rental unit") who must:

1. Have resided in their rental unit since before January 7, 2025;
2. Be "**Income Eligible**," which means their 2024 household income was equal to or less than 150 percent of the Area Median Income as established pursuant to Section 8 of the United States Housing

Act of 1937, or as otherwise defined in California Health and Safety Code section 50079.5; and

3. Have begun **"Income Replacement Efforts,"** which means:
 - a. Enrolling in or applying for a relief program for County Wildfires;
 - b. Applying for unemployment benefits or other qualifying income assistance program; or
 - c. Actively seeking employment.

F. "Rent" or "Rental Debt" means and includes rent and any late charges, interest, or other fees owed for occupancy of rental unit.

G. Repayment Time Period" means the twelve (12) months following the expiration or termination of the Protection Time Period, in which a Qualifying Tenant must repay Rental Debt accrued during the Protection Time Period.

III. JURISDICTION.

A. Unincorporated County. This Resolution applies to all unincorporated areas of the County.

B. Incorporated Cities within the County. This Resolution applies to incorporated cities within the County pursuant to Government Code section 8630 et seq. and Chapter 2.68 of the County Code.

1. It is the intent of the County, in enacting this Resolution, to provide uniform, minimum standards protecting Qualifying Tenants who have Direct Financial Impacts during the Protection Time Period.
2. Nothing in this Resolution shall be construed to preclude any incorporated city within the County from imposing, or continuing to impose, the same or greater local protections than are imposed by this Resolution if the protections are not inconsistent with this Resolution and are not preempted by State or federal law.

IV. TENANT PROTECTIONS.

A. Nonpayment of Rent. During the Protection Time Period and the Repayment Time Period, a Qualifying Tenant may assert an affirmative defense to an unlawful detainer action for nonpayment of Rent accrued during the Protection Time Period if the Qualifying Tenant:

1. Self-certifies in writing, under penalty of perjury, that they are unable to pay Rent due to Direct Financial Impacts related to the County Wildfires, that they are Income Eligible, and that they have begun Income Replacement Efforts; and

2. Provides the aforementioned self-certification to the Landlord, or Landlord's agent, within seven (7) days of each month their Rent is due, or within seven (7) days after the Resolution going into effect for Rent due for the month of February 2025.

B. Repayment of Rent.

1. Repayment Time Period. Nothing in this Resolution shall be construed as forgiving or relieving a Qualifying Tenant of their obligation to pay Rent. A Qualifying Tenant who was unable to pay Rent during the Protection Time Period, shall have up to twelve (12) months after the termination of the Protection Time Period to repay such Rental Debt.
2. Partial Payments and Payment Plans. Qualifying Tenants and Landlords are encouraged to agree on a payment plan during the Protection Time Period, and nothing herein shall be construed to prevent a Landlord from requesting and accepting partial Rent payments, or a Qualifying Tenant from making such payments, if the Qualifying Tenant is financially able to do so.
3. Failure to Pay Back Rent Not Ground for Eviction. A Qualifying Tenant may assert an affirmative defense to an unlawful detainer action brought on the ground of inability to pay back unpaid Rent during the Protection Time Period, under the terms of a payment plan, or during the Repayment Time Period. Any term in a payment plan that allows eviction due to the Qualifying Tenant's failure to comply with the terms of the payment plan is void as contrary to public policy.
4. Application of Rental Payment. A Landlord is prohibited from applying a rental payment to any Rental Debt other than to the prospective month's Rent, or such other month or Rental Debt that the Qualifying Tenant specifies, unless the Qualifying Tenant has agreed in writing to allow the payment to be otherwise applied. Nothing in this Resolution shall be construed as preventing a Landlord from applying aid, such as County Wildfires aid or governmental Rent relief payments made on behalf of Qualifying Tenants, to a Qualifying Tenant's Rental Debt accrued during the Protection Time Period.

V. REMEDIES.

- A. Affirmative Defense.** Any protections provided under this Resolution shall constitute an affirmative defense for a Qualifying Tenant in any unlawful detainer action brought pursuant to California Code of Civil Procedure section 1161, as amended, and any other civil action seeking repossession and repayment of Rental Debt during the Protection Time Period and the

Repayment Time Period. The Qualifying Tenant shall have the burden to prove the factual basis of their affirmative defense, including the timeliness and merit of any self-certification of a Direct Financial Impact related to the County Wildfires made pursuant to this Resolution. Nothing in this Resolution shall be construed to preclude a Landlord from filing an unlawful detainer action if a self-certification is untimely or if the Landlord reasonably believes that a Qualifying Tenant's self-certification is materially false, incorrect, or fraudulent. Said affirmative defenses shall survive the termination or expiration of this Resolution.

B. Nonexclusive Remedies and Penalties. The remedies provided in this Resolution are not exclusive, and nothing in this Resolution shall preclude Qualifying Tenant from seeking any other remedies or penalties available at law or in equity.

VI. EFFECTIVE IMMEDIATELY. This Resolution shall take effect immediately upon its passage. Except as otherwise indicated, all provisions stated herein shall apply commencing February 1, 2025, and shall remain in effect until July 31, 2025, unless extended or repealed by the Board. It shall be superseded only by a duly enacted ordinance or resolution of the Board or a further executive order issued pursuant to Section 2.68.150 of the County Code.

VII. SEVERABILITY. If any provision of this Resolution or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Resolution are declared to be severable.

VIII. WAIVER PROHIBITED. Any waiver of rights under this Resolution shall be void as contrary to public policy.

The foregoing Resolution of the County of Los Angeles Board of Supervisors Protecting Qualifying Income Eligible Tenants Directly Financially Impacted by the January 2025 Windstorm and Critical Wildfire Events was on the ____ day of _____ 2025, adopted by the Board of Supervisors of the County of Los Angeles and *ex officio* the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

EDWARD YEN, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Behnaz Ashkanan
Deputy