

April 20, 2020

COVID-19 and Signing a New Lease

Given the uncertainty of the COVID-19 pandemic, many students are concerned about signing a new lease for fall quarter. If you sign, you likely will be responsible for paying rent for the entire term of the lease even if you are not living in the apartment.

You can try to negotiate with your prospective landlord to add a provision that would relieve you of your responsibilities under the lease for reasons related to the COVID-19 pandemic. The landlords have no obligation to agree to such a provision, but you could state that is the only way you would be willing to sign the lease if you are willing to walk away from that particular apartment. There is no way to know what the availability of apartments in Westwood will be shortly before fall quarter starts and how willing landlords will be to negotiate at that time.

Here is a sample of a provision that could be added to a lease to trigger an early termination in the event COVID-19 prevents you from living in the apartment:

“In the event that the tenants no longer reside in the apartment for a reason related to the COVID-19 pandemic, an emergency order, a stay at home order, or UCLA’s decision to conduct all instruction online, the tenants will be relieved of all rights and obligations under this lease.”

If the landlord is not willing to add a provision that is so broad, you could try a more limited one:

“In the event that UCLA decides to conduct all instruction online, the tenants will be entitled to terminate this lease upon 30 days’ written notice to the landlord. Upon exercising the early termination right, the tenants shall no longer have further rights or obligations under this lease.”

The landlord might be more willing to offer an early termination option if you are willing to pay an early termination fee.

If the landlord will not agree to add any type of provision, you could ask the landlord for a shorter lease term. If you will be renting an apartment covered by the City of Los Angeles Rent Stabilization Ordinance (a.k.a. rent control), the best option would be a month to month tenancy. In a month to month tenancy, you can give a written 30 day notice to terminate the lease at any time. LARSO allows the landlord to raise the rent only once every 12 months and has eviction protections. You can find out if the apartment is subject to rent control by texting RSO to 855.880.7368. If you are not considering a rent control apartment, the month to month tenancy carries the risk that the landlord can raise the rent or terminate the tenancy on 30 days written notice.

Another option would be to ask the landlord for a 3 or 6 month lease instead of the 10 or 12 month lease that landlords in Westwood typically offer.

Currently registered UCLA students can have their prospective lease reviewed by one of the attorneys at **UCLA Student Legal Services**. Please complete the form at this link to request an appointment: <https://www.studentlegal.ucla.edu/intake-form.php>. Student Legal Services is offering appointments by Zoom and is waiving all fees; there are no in-person services. You also can contact Student Legal Services at slegal@saonet.ucla.edu and 310.825.9894. Student Legal Services is located in A239 Murphy Hall, but all work is being done remotely.