

HOUSING RESOURCES

Tenant's Rights During COVID-19 under the CARES Act

Who does this apply to?

- The CARES act applies to any housing covered by the Violence Against Women's Act and includes housing such as Section 8, Public Housing, Low Income Housing Tax Credit Units, and many others.
- The CARES Act applies to any landlord with a federally backed mortgage. Since Fannie Mae and Freddie Mac service over 50% of mortgages in the country, many mortgages are federally backed and subject to this Act.

What does this Act Do?

The CARES Act imposes a 120 day moratorium on evictions for nonpayment of rent, beginning March 27, 2020. This means:

- No late fees or any other fees can be charged for nonpayment of rent
- No notices to terminate leases for nonpayment of rent can be sent
- No evictions for nonpayment of rent can be started in court

After the expiration of the 120 day moratorium, landlords also have to give tenants a 30 day notice before filing an eviction for nonpayment of rent in court.

The following article further explains the 120 day moratorium

<https://www.urban.org/urban-wire/cares-act-eviction-moratorium-covers-all-federally-financed-rentals-thats-one-four-us-rental-units>

Do I still have to pay rent?

Yes, rent is still due. You cannot be evicted for nonpayment of rent if your landlord is subject to the CARES Act until after the 120 day moratorium ends, at the end of the moratorium, if you do not pay rent or work out a repayment agreement in writing with your landlord, you can be evicted for non-payment of rent.

Renters are encouraged to negotiate with landlords on how to pay rent that is missed and get any agreement in writing if they have loss of income and cannot pay their rent. The letter should include why you are negotiating this agreement, I.E. job loss due to COVID 19, and the agreement between the landlord and you for how you will proceed with paying the rent you owe. For example, you and the landlord agree to pay a little more rent each month after the crisis is over until you pay off the rent that you missed must be in writing and signed by both parties.



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What if this Act doesn't apply to me?

If you are not covered by the CARES Act, you will still get the protections given to all Connecticut tenants by Gov. Lamont's Executive Order 7X. To get more information on this Executive Order, visit Legal Service's website at:

<https://ctlawhelp.org/en/evictions-duringcoronavirus-crisis>.

Some highlights from the Executive Order are:

No Notice to Quit or Service of Summary Process Before July 1.

- No landlord will deliver a notice to quit or serve or return a summary process action before July 1, 2020.

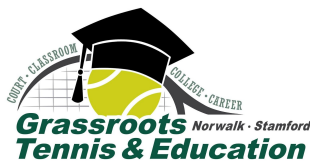
Automatic 60-Day Grace Period for April Rent.

- If rent due in April 2020 is unpaid when due and paid within sixty days thereafter, the tenant shall not be in default or violation of the rental agreement and the landlord may not deliver a notice to quit or serve or file a summary process action for nonpayment of rent; impose late fees, interest, or penalties; report such rent as late to any credit bureau or tenant screening service; or otherwise retaliate against the tenant.
- This is automatic and no action is required.

60-Day Grace Period for May Rent, Upon Request.

- If rent due in May 2020 is unpaid when due and paid within sixty days thereafter by a tenant who, on or before the 9th day after such rent is due, notifies the landlord in writing, including but not limited to in written electronic communication, that the tenant needs to delay all or some payment of rent because he or she has become fully or partially unemployed or otherwise sustained a significant loss in revenue or increase in expenses as a result of the COVID-19 pandemic, the tenant shall not be in default or violation of the rental agreement and the landlord of such unit may not deliver a notice to quit or serve or file a summary process action for nonpayment of such rent; impose late fees, interest, or penalties; report such rent as late to any credit bureau or tenant screening service; or otherwise retaliate against the tenant.
- You have a 60 day grace period for May rent if you write to your landlord that you have loss of income due to COVID 19 and will not be able to pay some or all of the rent. This must be in writing to the landlord.

Application of Additional Security Deposit to Rent, Upon Request.



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Under the Governor's order, **if you paid a security deposit that is more than one month's rent**, you can ask the landlord to use the portion of your security deposit that is more than one month's rent toward your April, May, or June 2020 rent.

You must ask for this in writing (by email, text message, or letter) and explain that because of the **COVID-19 pandemic**, you

- lost a job or had a major loss of income, or
- had a major increase in expenses.

Note: Your landlord can ask you to pay this amount back when the public health emergency is over.

More Resources:

- The Connecticut Fair Housing Center has a letter generator for public housing tenants who have lost income and need a rent recalculation by the Housing Authority here: <https://ctfairhousing.org/rent/>
- Legal Services has a website discussing state eviction protections here: <https://ctlawhelp.org/en/evictions-during-coronavirus-crisis>
- For more information on renters' rights in Connecticut, please visit <https://ctlawhelp.org/en/evictions-process-laws-connecticut> and <https://ctlawhelp.org/en/coronavirus>.
- If you think you have a legal issue and would like more advice, call Statewide Legal Services at 1-800-453-3320.
- Norwalk Fair Housing contact number is (203) 854-7989. Ask to speak with Anna Keegan.