

EVICCTIONS AND OTHER HOUSING INFORMATION DURING COVID-19

Q. Can I be evicted if I am having trouble paying my rent due to COVID-19?

A. This depends on the type of lease you have. The federal Coronavirus Aid, Relief and Economic Security (CARES) Act temporarily prohibits a landlord in subsidized housing from:

1. filing an eviction for nonpayment of rent until July 26, 2020
2. filing an eviction for nonpayment of other charges or fees or
3. charging fees, penalties or other charges to the tenant related to nonpayment of rent.

This law does not apply to private landlord-tenant leases.

NOTE: If you think you won't be able to pay your rent, the time is NOW to contact your landlord by phone and in writing and ask for extra time to pay or make other arrangements BEFORE you get a notice to vacate. A sample letter is attached.

Q. Can my landlord charge late fees if I am having trouble paying my rent on time because of COVID-19?

A. This depends on your lease. Under the CARES Act, a Section 8 or Rural Housing landlord or a housing authority cannot charge late fees, penalties or other charges related to nonpayment of rent until **July 26, 2020**; however, this law does not apply to private landlord-tenant leases.

NOTE: If you don't have to pay the full, regular amount of your rent, you probably have a type of housing covered by the CARES Act. Ask your landlord or local Housing Authority to be sure. You can also check our COVID-19 page at <https://www.la-law.org/home/covid-19-legal-information-and-resources/> and scroll down to Legal Resources for more information.

Q. How long will the suspension of evictions be in place for private landlord-tenant leases?

A. Eviction trials are no longer suspended. The suspension period ended on June 15, 2020. This applies to both private and public housing.

Q. I received a notice to vacate. Is this valid?

A. This depends on your type of housing. Under the CARES Act a public housing landlord may NOT issue a notice to vacate for nonpayment of rent until July 26, 2020. In a private landlord-tenant situation, a landlord may issue a notice to vacate and file an eviction.

Q. Can my landlord just lock me out or shut off my utilities?

A. No. A judgment granting eviction must be signed in order for a tenant to be legally evicted from a dwelling. If there is no signed judgment granting eviction and your landlord has threatened to change the locks, shuts off your utilities or removes your possessions from the dwelling, contact us at one of the phone numbers below.

Q. Can I just withhold my rent?

A. No. The Governor's order, Louisiana Supreme Court order and the CARES Act are **NOT** a waiver of rent or rent forgiveness. **You are still obligated to pay rent.** Your missed rental payments may be applied to another month. If you are able to pay your rent in full, please continue to do so. If you cannot pay in full, speak with your landlord about making partial payments.

Q. What about my utility bill?

A. Some utility companies have temporarily suspended customer disconnections. If you think you won't be able to pay your utility bill, contact your utility provider immediately to see whether and how they can help you.

Q. I can't make my mortgage payment this month. What should I do?

A. Some mortgage companies have said they are willing to work with home buyers and may offer a suspension or reduction of payments. Contact your lender immediately to find out about your options, which may include a forbearance.

Q. What if I have a Fannie Mae or Freddie Mac mortgage?

A. If you have a mortgage backed by Fannie Mae or Freddie Mac, there is help. The mortgage buyers have suspended all foreclosures and evictions for homes owned by their companies. They've also expanded their forbearance program, which could suspend payments for up to a year. Ask the company you make your payments to if you have a Fannie or Freddie loan.

HOW TO APPLY WITH US

While we are not open for walk-in services or in-person appointments, we are working remotely and taking applications by phone. Please call the office nearest you at the phone numbers listed below.

When you call, you will be asked to record a short message. Please leave your name, phone number and a brief one-word or two-word description of what kind of help you need (such as Unemployment, Eviction, Child Custody, Visitation Problem, Medicaid, SNAP or TANF assistance, etc.). We will return your call to get more detail, provide referrals for the help you need or give you advice and help with that problem. We will take as many new cases as we can reasonably handle. Leaving us a message does not necessarily mean we will accept your case or go to court with you.

You will find answers to many of your questions on our website:

www.la-law.org/home/covid-19-legal-information-and-resources/

ALSC OFFICES: Alexandria 318-443-7281
Lafayette 337-237-4320
Lake Charles 337-439-0377

Monroe 318-699-0889
Natchitoches 318-352-7220
Shreveport 318-222-7186

HOW TO COMMUNICATE WITH YOUR LANDLORD

Here is a script you can use to contact your landlord if you're having trouble paying your rent. Make sure any agreement you negotiate is in writing, such as a text message or email.

Sample email/text/letter to your landlord:

Hi _____, I hope you are safe and healthy. I wanted to keep you updated about my situation. I have lost income/work/my job because of the COVID-19 crisis and cannot afford to pay my rent at this time. Would you be willing to:

1. Waive late fees?
2. Agree not to evict me for not being able to pay my rent on time and instead agree that after the Governor lifts the stay at home order we will work out a repayment agreement that works for both of us?

Most mortgage holders can qualify for a forbearance because of COVID-19. If you get a forbearance from your lender, would you also be willing to not charge me rent for those months?

Thanks for your flexibility and understanding,

_____ [your name]

Optional things to add based on your comfort level:

(Note: You legally owe the full rent in your lease for June. Some landlords may be willing to renegotiate the amount under the circumstances, but the law doesn't require them to do so).

Would you be willing to reduce my rent to \$_____ for the month of _____ because that is what I can afford right now?

Would you be willing to waive June rent, or in the alternative, apply my security deposit to June rent? If you apply my security deposit I will agree to waive my right to claim my deposit at the end of the lease and also agree to pay reasonable charges for damage above normal wear and tear after I move out.

