

## FAQs Related to Executive Order 7X – Renters' Relief, Eviction and Mortgage

Governor Ned Lamont

Frequently Asked Questions on the State of Connecticut's actions related to COVID-19

**Updated 8:00 p.m. on April 23, 2020**

FAQs – Go to Page 54 for Answers Related to Rent, Eviction and Mortgages: <https://portal.ct.gov/-/media/Coronavirus/COVID-19-FAQs.pdf?la=en>

**Information below has been reorganized and put under section headers. All Questions and Answers are VERBATIM as provided in the Governor's FAQ.**

### EMERGENCY PROVISIONS REGARDING RENT, EVICTION, AND MORTGAGE

#### **RENT PAYMENTS – Obligation to pay and grace periods**

**Question: Do I need to pay my rent for April and May 2020?**

Answer: Yes. A tenant is responsible for the payment of rent for every month, including April and May, 2020, and any other month during the course of the public health and civil preparedness emergency. Executive Order No. 7X provides extensions for the payment of rent for the months of April and May, 2020, providing renters with additional time to pay their rent under certain circumstances. It does not, however, relieve tenants of the obligation to pay rent, nor does it constitute an abatement or forbearance of the rent.

**Question: What is the difference between the grace period provided by Executive Order No. 7X for April and May 2020?**

Answer: The extension for the payment of rent for April, 2020 is automatic and a tenant need not make a request or demonstrate any specific circumstances. In contrast, in order to be provided an additional 60 days in which to pay the rent for May, 2020, a tenant must notify his or her landlord request the extension in writing and specifically inform the landlord that some or all of the rent for May cannot be paid specifically because he or she has become fully or partially unemployed or has had a significant increase in expenses or decrease in revenue specifically as a result of the COVID-19 pandemic.

**Question: Do I need to do anything to obtain the extensions provided for by the Executive Order?**

Answer: A tenant need not do anything in connection with the 60-day extension of the payment of rent for April 2020. However, tenants taking advantage of the April grace period are encouraged to communicate with their landlord about when they will pay their rent. In order to obtain the extension of the payment of rent for May, 2020, a tenant must request the extension from his or her landlord in writing and must specifically inform the landlord that some or all of the rent for May cannot be paid specifically because he or she has become fully or partially unemployed or has had a significant increase in expenses or decrease in revenue specifically as a result of the COVID19 pandemic.

**Question: Can I provide notification to my landlord under the Executive Order by e-mail?**

Answer: Yes, the Executive Order provides for notice to a landlord by written electronic communication.

**Question: What should I do if I cannot pay my rent for April or May, 2020 after the expiration of the 60-day extension?**

Answer: A tenant should make every effort to pay as much rent as possible during the ongoing public health and civil preparedness emergency since, as set forth above, tenants remain ultimately responsible for the full payment of rent for all months, even those impacted by the COVID-19 pandemic. Late payment or nonpayment of any portion of rent should

be a last resort where unavoidable. A tenant should be in communication with his or her landlord and should work with his or her landlord to establish a payment plan or arrangement to repay all late or unpaid rent.

**Question: I owed rent for March, 2020 or a prior month before the emergency began. Can my landlord take action against me?**

Answer: Yes. For instance, landlords can impose or continue imposing late fees, interest, or penalties on rent due in or before March, 2020. However, if they have not already served a notice to quit or initiated an eviction action in court, they will not be able to do so, except in cases of serious nuisance, until July 1, 2020.

**Question: If I move out of my apartment do I still have to pay my rent during this public health emergency?**

Answer: During the public health emergency, a tenant is required to continue to follow all the terms of his or her lease. Depending upon the terms of the lease, moving out of the unit may constitute a violation of the rental agreement, which remains in effect even if the tenant is not living in the unit unless the landlord agrees to terminate the lease. A tenant who is not residing in the unit during the public health emergency is still required to continue to pay rent under the terms of the lease or risk being subject to the penalties for nonpayment of rent under the terms of the lease and relevant state law.

**Question: How does the federal stimulus money effect all of this? If I receive a check, do I need to use it to pay my rent?**

Answer: A tenant is not required to use federal stimulus money to pay rent. The stimulus money is designed, however, to assist individuals in paying the basic costs of living during this public health emergency, including housing expenses. Regardless of the source of funds used, a tenant is advised to make every effort to pay all rent due during the emergency since, as set forth above, tenants are responsible for the payment of their rent during this time and may be subject to penalty or eviction at a later date for a failure to pay.

**Question: Aren't landlords excused from paying their mortgage and taxes during this crisis? Why do I need to pay rent if the landlord does not need to pay his or her expenses?**

Answer: Landlords have not been relieved of their responsibility to make payments on their obligations. Under various temporary federal and state relief measures, a landlord may be able to obtain a temporary tax deferment, a short-term low income interest rate on tax delinquencies, a grace period or forbearance on mortgage payments, or a temporary moratorium on foreclosures. Notwithstanding these short-term protections, landlords continue to be ultimately responsible for all mortgage and tax payments, as well as other necessary ongoing costs including maintenance and repairs.

## **SECURITY DEPOSITS**

**Question: Can my full security deposit still be used as a security deposit if it is applied to the payment of rent?**

Answer: No. Only money from a security deposit that is more than one month's rent can be used by the landlord for rent. The landlord will continue to hold a one-month security deposit. The extra security deposit can be that can be applied to the payment of April, May, or June's rent is no longer considered part of the tenant's security deposit and cannot be used as a security deposit for any purpose.

**Question: Can my landlord require me to add more money to my security deposit at a later date?**

Answer: Yes. Executive Order No. 7X prohibits a landlord from demanding that the portion of a security deposit used in accordance with the Executive Order be restored to an amount greater than one month's rent until the end of the public

health emergency or the date the rental agreement is extended or renewed, whichever comes later. After the later of those two dates, however, a landlord may require that a tenant under sixty-two years of age restore the amount of the security deposit held to an amount up to two months' rent as set forth in the lease.

**Question: Can I use part of my Security Deposit Guarantee to pay rent from April, May or June 2020?**

Answer: No, the security deposit provision of Executive Order No. 7X does not apply to the Department of Housing's Security Deposit Guarantee Program.

## **LEASE EXPIRATIONS, EXTENSIONS AND RENEWALS**

**Question: My lease is expiring during this COVID-19 public health emergency. Can I stay in my current unit until this public health crisis is over?**

Answer: A landlord is not required to extend a lease that is expiring during the public health emergency. If the tenant and landlord agree, the lease may be converted to a month to month lease, but the landlord cannot be compelled to extend the lease. If the tenant and landlord cannot agree to any extension of the lease, under ordinary circumstances the landlord could initiate an eviction action to remove the tenant. As set forth above, however, Executive Order No. 7X prohibits a landlord from serving a notice to quit or initiating an eviction action based on the expiration of the lease prior to July 1, 2020. On or after July 1, 2020 however, the landlord may serve a notice to quit and initiate an eviction action to remove a tenant whose lease has expired.

**Question: My landlord will only renew my lease with a rent increase and other terms that I don't want to agree to. What can I do?**

Answer: A landlord may opt to change the terms of a lease when a lease term ends and a renewal or new lease is necessary. A tenant is advised to attempt to work with the landlord to agree to terms of, at a minimum, a short-term lease for the duration of this public health emergency. If the landlord and tenant cannot agree to new terms, the landlord may decide not to renew the lease, resulting in the situation set forth above, where a lease expires during the public health emergency. If you believe that the rent increase proposed by your landlord is not fair, you may contact your town or city's Fair Rent Commission, if your municipality has one. More information about Fair Rent Commissions in Connecticut can be found at <https://uwc.211ct.org/fair-rent-commissions-connecticut>.

## **COVERED PROPERTIES, SECTION 8**

**Question: Are there different obligations for "covered properties" under the federal CARES Act?**

Answer: As with any other property, every tenant who has the ability to pay their rent should do so. Tenants in "Covered properties" may have additional opportunities for relief in the form of rent recalculation or interim recertification and a recalculation of tenant's portion of the rent. Those individuals should contact the appropriate contact at the property management or owner and their assigned contact or caseworker.

**Question: I am a tenant in a Section 8 property, low income public housing, privately owned housing with a state or federal subsidy, or other property in which a portion of my rent is paid by the state or federal government, and my income has decreased because of this public health emergency. What should I do?**

Answer: If you are a tenant in a rent subsidized property, you are still responsible for paying your full portion of your rent. If your income has decreased for any reason, you should communicate with your landlord and your assigned contact/caseworker. You may be able to have your portion of the rent recalculated as a result of your decrease in income to decrease the portion of rent you are responsible for paying.

## **EVICTIIONS:**

**Question: Is a landlord prohibited from bringing an eviction action under Executive Order No. 7X?**

Answer: Generally, a landlord may not initiate an eviction action or serve a Notice to Quit until July 1, 2020. However, a landlord may serve a notice to quit and initiate an eviction action in court at any time prior to July 1, 2020 on the grounds of serious nuisance. Serious nuisance is defined as “(A) inflicting bodily harm upon another tenant or the landlord or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out, (B) substantial and willful destruction of part of the dwelling unit or premises, (C) conduct which presents an immediate and serious danger to the safety of other tenants or the landlord, or (D) using the premises or allowing the premises to be used for prostitution or the illegal sale of drugs or, in the case of a housing authority, using any area within fifteen hundred feet of any housing authority property in which the tenant resides for the illegal sale of drugs.”

**Question: Can I be evicted for failing to pay my rent for April or May 2020?**

Answer: Yes. While a landlord cannot serve a notice to quit or initiate an eviction action for nonpayment of rent until July 1, 2020, a notice to quit may be served on or after July 1, 2020 and an eviction action initiated thereafter for nonpayment of rent for April or May, 2020, or any other month, if the rent has not been paid within the 60-day extension period provided for by Executive Order No. 7X.

**Question: What will happen if my landlord served a notice to quit or initiated an eviction action in court prior to the date of Executive Order No. 7X?**

Answer: Prior to April 10, 2020, nothing prohibited a landlord from serving a notice to quit or initiating an eviction action, and the action will remain active on the court’s docket. If the action relates to nonpayment of rent for April, 2020, the terms of Executive Order 7X are applicable as they relate to the April, 2020 rent. At this time, given court closures and the suspension of deadlines and proceedings resulting from the COVID-19 pandemic, the eviction action will not proceed through the judicial process until such time as the closures and suspensions are lifted, at which time the action will proceed.

## **LANDLORD ASSISTANCE**

**Question: Is there help available if I am concerned that I will not be able to pay my mortgage on the home I own due to the Coronavirus?**

Answer: Governor Lamont reached an agreement with over 50 banks and credit unions on March 31, 2020 to provide mortgage payment to the state’s residents affected by the COVID-19 pandemic. These are the relief policies offered by these financial institutions:

- 90-day grace period for all mortgage payments: Participating institutions are offering mortgage payment forbearances of up to 90 days. Homeowners can use this to reduce or delay their monthly mortgage payments.
- Relief from fees and charges for 90 days: These institutions are also waiving or refunding mortgage-related late and other fees, including early CD withdrawals.
- No new foreclosures for 60 days: Financial institutions will not start any foreclosure sales or evictions.
- No credit score changes for accessing relief: Late or missed payments will not be shared with credit reporting agencies.

**Question: How do I get mortgage relief and/or forbearance?**

Answer: You should contact and work directly with your mortgage servicer to learn about and apply for available relief. Please note that financial institutions and their servicers are experiencing high volumes of inquiries. Question: What if my financial institution is not offering this relief? Answer: Webster Bank, American Eagle Financial Credit Union, Liberty Bank, Charter Oak Federal Credit Union, Bank of America, Nutmeg State Financial Credit Union, and Peoples United Bank, in addition to over 50 other federal and state-chartered banks, credit unions, and servicers are supporting these commitments. Please check the Department of Banking website for a full, updated list: <https://portal.ct.gov/dob>

**Question: How can I be sure my bank will not start a foreclosure sale or eviction?**

Answer: As of March 18, 2020 and to help borrowers who are at risk of losing their homes, the Federal Housing Finance Agency (FHFA) has told Fannie Mae and Freddie Mac to put a hold on foreclosures and foreclosure-related evictions for at least 60 days due to the coronavirus national emergency. This hold applies to homeowners with single-family mortgages backed by either Fannie Mae or Freddie Mac. A similar hold on foreclosures and foreclosure-related evictions is in place for FHA-insured loans. Because of this, the Connecticut courts have extended the dates of all foreclosure sales and the running of law days (the date when you must leave your house) to early June.

**SUMMARY**

On April 10, 2020, Governor Ned Lamont issued Executive Order No. 7X which included, among other things, certain protections for residential renters impacted by COVID-19. While tenants remain responsible for the payment of rent for all months during the emergency, Executive Order No 7X established certain temporary relief measures to assist residential tenants during the public health and civil preparedness emergency declared by Governor Lamont, as set forth below:

- A landlord may not serve a notice to quit requiring a tenant to vacate a unit or initiate an eviction action in court, other than for serious nuisance, until July 1, 2020.
- Tenants are provided an automatic extension of 60 days for the payment of rent due for April, 2020. No action may be taken against a tenant for the late payment of rent for April, 2020, including the 4/23/20 55 service of a notice to quit, initiation of an eviction action, late fees or penalties, or reporting to a credit bureau or screening service, as long as rent is paid within 60 days of the date on which it is due. o Note that tenants who are financially able to do so are advised to pay their scheduled rent on time. o Tenants taking advantage of the April grace period should communicate with their landlord. o The intention of the grace period is to allow for the delay in receiving unemployment benefits.
- A 60-day extension for the payment of rent due for May, 2020 is available upon written request where a tenant notifies his or her landlord in writing that some or all of the rent due for May, 2020 will be delayed because he or she has become fully or partially unemployed or has had a significant increase in expenses or decrease in revenue specifically as a result of the COVID-19 pandemic.
- If a tenant has paid a security deposit of more than one month's rent, a landlord may, upon tenant's request, apply the amount of the security deposit that exceeds one month's rent to pay a portion of the rent due for April, May, or June, 2020. A tenant must notify his or her landlord in writing that he or she has become fully or partially unemployed or has had a significant increase in expenses or decrease in revenue specifically as a result of the COVID-19 pandemic. o Note that this is only an option for tenants whose landlord is holding MORE than one month's rent as a security deposit.