

## What Happens After The CDC (Federal) Eviction Moratorium Ends?

**Q: After June 30, 2021, can the landlord evict me? [The eviction moratorium was extended from March 31, 2021 until June 30, 2021.]**

A: YES. The landlord must first get an eviction order (“Order of Restitution”) from a district court. That requires the landlord give the tenant a three-business-day notice to pay or vacate (or some other ground for eviction), followed by the filing of an eviction action in court if the tenant remains. You must be personally served with a Summons and Complaint. You have three business days to file a response (“Answer”). If you file an Answer, the landlord must request a hearing that will occur within 10 days. At that hearing, the judge will likely give you three calendar days to leave before the landlord can lock you out. But the amount of money you owe will not be determined at that hearing (see below). If you do NOT file an Answer, the landlord will get a default judgment for all the money claimed in the Complaint as well as a 3-day eviction order. If you file an Answer but do not participate in the hearing, the judge may order you to vacate immediately as well as giving the landlord a money judgment.

If you are threatened with or have been locked out for nonpayment before 2/1/21 and you filed a CDC moratorium declaration with your landlord, please call ULS immediately.

**Q: What if I have already vacated the rental unit by 6/30/2021?**

A: IF the landlord has already filed an eviction action in court then the next step will be a hearing on “damages” – how much the landlord claims the tenant owes in past due rent, late fees and penalties, attorney fees and court costs, as well as physical damage to the rental unit over reasonable wear and tear. This hearing may not happen for months after you leave the rental unit. *You will get notice of this hearing by email. If the court does not have your email address, you must provide the court and the landlord a current postal address within 30 days after the eviction order is issued.*

If the landlord has NOT filed a court case against you before you leave then the landlord must file a collection action in district court and have you personally served with a Summons and Complaint. You will have 21 days to respond (“Answer”). Then the landlord will request a hearing

about the amount of money claimed. If you are served and do not respond or you do file an Answer but don't go to the hearing, the landlord will get a default judgment against you for all the amounts claimed in the Complaint.

### **Q: What charges/fees/penalties can the landlord try to collect from me?**

A: All the unpaid rent. Any late fees you agreed to in the rental contract (even if the lease term is over). Any "service of notice" charge included in the rental agreement. Unpaid utilities or parking fees or charges included in the contract. Charges for physical damage caused by the tenant over reasonable wear and tear.

IF the landlord gave you (or posted on your door) a three-business-day notice to pay or vacate, the landlord can claim you unlawfully detained the rental unit and begin charging three times the normal daily rent for every day you remain in the rental unit after the end of the 3-day notice period. (Example: If your rent is \$1,200 per month then the trebled rate is \$120 per day.) You can ask that treble damages be waived because the CDC declaration gave you the right to remain lawfully until June 30, 2021.

If a tenant leaves or is evicted prior to the end of a lease term, the landlord can charge "future rent" from the time the tenant leaves until the unit is re-rented. (Being evicted does not end the lease, it just ends the tenancy.) The landlord must try to make this as short as possible (landlord has a "duty to mitigate" damages) but this can last a month or more.

Once the landlord files a lawsuit, the charges will include attorney fees, court costs and charges for service of the Summons and Complaint. This lawsuit will be an eviction action if the tenant remains in the rental unit or a collection action if the tenant has already vacated before the lawsuit is filed. The monetary judgment itself will accrue interest charges at the contract rate if the contract stated that rate. (This is often 24% per year.)

### **Q: How can the landlord collect the money judgment?**

A: The landlord can demand that you appear in court for what's called a "supplemental proceeding". You must appear or the court can issue a bench warrant for your arrest. (You cannot be jailed for owing money but you can if you fail to appear when the court orders.) At this hearing, the landlord can ask any question about money: where you work, how much you have in the bank, what kind of car you drive. You must answer the questions.

Not everything you own or earn can be taken from you. There is a limit on the amount of wages than can be garnished. Social security, retirement and disability income is exempt. Some home equity and household goods are exempt. The rules are complicated.

### **Q: Can an eviction or debt collection cause me any other problems?**

A: Eviction actions are part of the public record as soon as the action is filed in the court. When you fill out a rental application, many landlords do background checks. Some landlords will not rent to a person who has an eviction on her record. Money judgments also affect credit ratings. (Sometimes a person doesn't find out about an outstanding debt until the person can't get a loan.)

If you have a Housing Choice ("section 8") voucher and are evicted, you will likely lose your voucher. You can challenge the termination by requesting a hearing at the housing authority. If you have an unpaid money judgment to a landlord, you may be unable to get another voucher until it is paid.

### **Q: What can I do to resolve these problems?**

A: Try to negotiate a settlement with the landlord. It is best to do this before being sued for eviction or collection. But even after a lawsuit is filed, it may be possible to make a deal with the landlord in exchange for dropping the lawsuit and having it removed from the public record ("sealed"). Such negotiations always involve money. Do not sign any document requiring you to pay unless you are absolutely sure you will be able to fulfill the agreement exactly. If you do pay off the debt, make sure the landlord files a "Satisfaction of Judgment" and asks the court to seal the record so that it does not affect your rental prospects or credit rating.

If you receive an eviction notice (for any reason) or are sued for eviction or collection, please call us. We may not be able to represent you but we can give advice about your circumstances.

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