CORONAVIRUS EVICTION MORATORIUMS

(“Moratorium” means something is temporarily stopped or postponed)

Who is protected by the eviction moratorium?
There are two separate moratoriums. One is federal, the other is for Utahns not protected by the federal law. Both prevent certain covered landlords from evicting a tenant for nonpayment of rent during the moratorium period.

Does it matter under which moratorium I am covered?
Yes. The federal moratorium lasts longer, prohibits late fees and penalties, and does not require proof that nonpayment is related to the coronavirus pandemic. But the federal moratorium only applies if the landlord has some kind of federal financial support.

Who are “covered landlords”?
In Utah, all landlords are prohibited from evicting tenants who do not pay rent for April 2020. The Utah tenant must either have lost a job or suffered reduced wages, or tested positive for coronavirus. Tenants who self-isolate because of a local health department order are also covered. (As of early April, Summit and Davis Counties have issued isolation orders.)

The federal prohibition applies to any tenant whose landlord receives some kind of federal financial support or has a federally backed mortgage. This includes tenants with sec. 8 “Housing Choice” vouchers or in sec. 8 project-based subsidized properties, tenants in public housing, tenants in sec. 42 (Low Income Housing Tax Credit) properties, tenants in various federally subsidized housing for the elderly, disabled and persons with AIDS, as well as those tenants whose rent is subsidized by federal homeless assistance funds. Tenants in Department of Agriculture rural housing programs are also covered.

It is important to know whether you are covered by the Utah rules or the federal rules because the protections are different.

How long does the moratorium last?
The Utah moratorium ends on May 15, 2020, unless extended by the Governor.
The federal moratorium lasts for 120 days: until July 25, 2020. After July 25, if a covered landlord wishes to evict the tenant for nonpayment, the landlord must provide a written notice giving the tenant at least 30 days to leave. That notice will likely allow 3 days to pay the rent. If the rent is not paid within 3 days, the tenant will have 27 more days before the landlord can file an eviction lawsuit.
What tenants are not covered by either the federal or state moratorium?

The Utah rules allow a landlord to evict a tenant for any reason other than nonpayment for April. This means tenants who owe rent or fees prior to April 1 can still be evicted, or tenants whom a judge believes are evictable for any reason other than nonpayment for April, e.g., nuisance, subletting, unlawful guests or pets, etc. Tenants who do not (or cannot) pay the rent for April for reasons not associated with coronavirus are also not covered. “No cause” evictions in month-to-month tenancies are also permitted.

The federal rule applies to all evictions based on nonpayment of rent or fees during the moratorium period (120 days) no matter what the reason is for nonpayment. It does not apply to any other reason for eviction, such as nuisance, subletting, unlawful guests or pets, or “no cause” eviction.

What does the moratorium do?

In Utah, the moratorium “suspends the enforcement” of the part of Utah law allowing eviction for nonpayment of rent or fees. The Governor’s executive order appears to allow a landlord to proceed with the eviction process such as giving a written notice to pay or vacate followed by filing an eviction action in court. But it prohibits a judge from issuing an Order of Restitution (the order actually evicting a tenant). The tenant cannot legally be locked out of her apartment until after May 15.

The federal moratorium prohibits a landlord from giving the first eviction notice for nonpayment until after July 25. The landlord cannot file an eviction action in court until after giving a nonpayment notice. That nonpayment notice must give the tenant at least 30 days to vacate (no sooner than August 24).

Does the moratorium mean I don’t owe rent?

NO. The tenant still owes the rent and can be evicted for nonpayment after the moratorium ends unless the rent is paid or an agreement to defer payment is accepted by the landlord. The federal rule specifically prohibits adding late fees or penalties for nonpayment through July 25. The Utah rule does not prohibit late fees or penalties that are allowed by the rental contract. These moratoriums only prohibit the landlord from evicting you for a limited period of time. The duty to pay the rent remains.

What should I do if I cannot pay the rent?

*Sign a rent deferral agreement with your landlord.* You can negotiate a repayment plan to preserve your tenancy. Consider using the attached Rent Deferral Agreement. Deferral agreements are available from other sources. Read any agreement carefully before signing. Make sure you can meet the terms of the agreement as well as being able to continue paying your future rent on time. Your landlord must also sign the Agreement, otherwise it will not be legally enforceable. You can pay part of your rent now and the remainder in installments. The agreement should avoid ongoing late fees.

In Utah, the landlord may require some proof that your inability to pay the rent is due to the coronavirus pandemic. The federal law does not require any explanation of the reason for nonpayment.

If you receive an eviction notice or court papers, please call us.

Utah Legal Services, Inc.
Offices in Ogden, Salt Lake, Provo and St. George
New clients call M – F 9:00 to 2:00
801-328-8891 or 800-662-4245
www.utahlegalservices.org

April 2020
RENT DEFERRAL AGREEMENT

Landlord/Manager: ____________________________________________

Tenant(s): ____________________________________________________

Rental address: ________________________________________________

We, the undersigned landlord and tenant(s) (the “parties”), agree that the tenant(s) can postpone (defer) paying rent and any other fees payable directly to the landlord (e.g., cable, parking, storage, common area charges, renters insurance) for the month of __________, 2020 in the total amount of $ __________. (Amount may be less than a full month’s rent.) Late fees included in the rental agreement are waived and will not be added later whether this Agreement is signed by both parties before or after the due date for the stated month’s rent.

We understand that this amount must be paid according to the schedule stated in this Agreement or sooner if the tenant(s) can pay off this debt early. We also understand that the tenant(s) may seek another Rent Deferral Agreement for a future month. If the landlord agrees to a future deferral, both landlord and tenant(s) will sign a new Rent Deferral Agreement, adding any amounts still due to that new Agreement.

<table>
<thead>
<tr>
<th>1. Rent and fees deferred for the month stated in the Agreement, above</th>
<th>$ ______</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Amount past due from prior month(s) or previous Agreement</td>
<td>$ ______</td>
</tr>
<tr>
<td>3. <strong>TOTAL amount deferred (which is the TOTAL amount to be repaid)</strong></td>
<td>$ ______</td>
</tr>
</tbody>
</table>

We agree on the following repayment plan. The tenant(s) is/are still required to pay future rent and other charges as usual and on time unless a new Rental Deferral Agreement is signed by both landlord and tenant(s). No interest, fees or charges are added to the total amount due under this Agreement. Tenant(s) agrees that this debt remains until completely paid even if the current lease expires or the tenant(s) moves before paying off the debt. Landlord does **not** waive the right to evict tenant(s) for any valid reason other than nonpayment for the month stated in this Agreement.

<table>
<thead>
<tr>
<th>4. Total amount (from line 3) will be repaid over this number of months (e.g., “6”)</th>
<th>______</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Monthly repayment amount (line 3 divided by line 4)</td>
<td>$ ______</td>
</tr>
<tr>
<td>6. First payment is due on this date and on the same day each month thereafter</td>
<td>/ __/2020</td>
</tr>
<tr>
<td>7. Last payment is due on this date</td>
<td>/ __/2020</td>
</tr>
</tbody>
</table>

This Agreement becomes effective only when both parties have signed it. Tenant(s) agrees to pay off this debt sooner if possible. If lines 6 and 7 are left blank, landlord may demand first payment 90 days after landlord signs the Agreement.

________________________________________ / __/____
Landlord/Manager signature  Date

________________________________________ / __/____
Tenant #1 signature  Date

________________________________________
Printed name

________________________________________
Printed name

________________________________________ / __/____
Tenant #2 signature  Date

________________________________________
Printed name

Every signer gets a copy of this Agreement. Tenant(s) should receive a receipt signed by the landlord for each payment made.

Prepared by Utah Legal Services, Inc. 801-328-8891 [March 2020]