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# COVID-19 Housing Protections

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# COVID Defenses



November 9, 2020 – December 31, 2020

# 14-Day Pay or Quit + Rent Relief Info

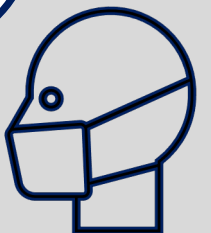
§ 55.1-1245(f)



Landlords cannot take any action to evict a tenant for nonpayment of rent unless:

1. Landlord gives the tenant a written notice stating much the tenant owes. The notice must:
  - a. **Give the tenant 14 days** to pay rent owed; and
  - b. Include information about the Virginia Rent and Mortgage Relief Program (RMRP) and how to reach 2-1-1 Virginia for other rental assistance programs.

Normally, private landlords only need to give a 5-day pay or quit notice of termination



# Eviction freeze unless tenant refuses rent relief through December 31, 2020

HB 5005; § 4-14.00(8)

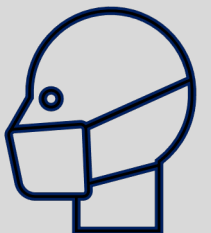


Landlords cannot take any action to evict a tenant for non-payment of rent **unless**:

2. The **tenant refuses to apply** for the Virginia Rent and Mortgage Relief Program and refuses to cooperate with the landlord in applying for the RMRP.

- In other words, as long as the tenant applies for rent relief, the landlord cannot take any action to evict through December 31, 2020.

All Covid-19 protections are for **Nonpayment** of Rent Evictions only!



# Large Landlords Must Offer Repayment Agreement

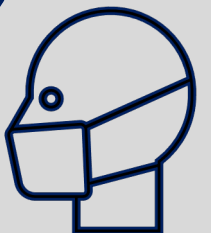
## § 55.1-1245(f)



Landlords who own 5 or more rental units or a 10% interest in 5 or more rental units must follow an extra step before taking any action to evict a tenant for nonpayment of rent:

3. The landlord **must offer the tenant a payment plan without late fees.**
  - a. The landlord cannot evict unless the tenant refuses to enter into the payment plan or misses a payment. But the landlord only has to enter the tenant into a payment plan one time per lease period. The tenant can enter the payment plan AND apply for rent relief.
  - b. To get on a payment plan the tenant must:
    - i. Agree to the payment plan in writing; and
    - ii. **Give the landlord a signed statement that the tenant has lost income** and/or had increased expenses due to the COVID-19 crisis.

All Covid-19 protections are for **Nonpayment** of Rent Evictions only!





# COVID Defenses



January 1, 2021 – End of State of Emergency

# Once Again, 14-Day Pay or Quit + Rent Relief Info

§ 55.1-1245(f)



Landlords cannot take any action to evict a tenant for nonpayment of rent unless:

1. Landlord gives the tenant a written notice stating much the tenant owes. The notice must:
  - a. **Give the tenant 14 days** to pay rent owed; and
  - b. Include information about the Virginia Rent and Mortgage Relief Program (RMRP) and how to reach 2-1-1 Virginia for other rental assistance programs.

Normally, private landlords only need to give a 5-day pay or quit notice of termination



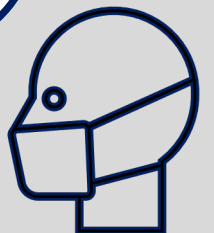


# Landlords Now Required to Apply for Rent Relief!

HB 5005; § 4-14.00(8)

2. Landlord must apply for RMRP on the tenant's behalf **within 14 days of sending the default notice.**
  - a. If the tenant tells the landlord that he or she is applying directly for RMRP, the landlord does not have to apply for RMRP on the tenant's behalf.
  - b. The landlord must cooperate with the tenant in applying for RMRP and the tenant must cooperate with the landlord in applying for rent relief.

Before the new law, landlords did not need to apply, and could refuse rent relief.



# If Rent Relief is Too Slow, Landlord can Proceed w/ Eviction

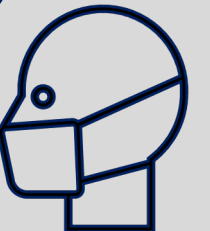
HB 5005; § 4-14.00(8)

3. Landlords cannot evict unless rent relief from RMRP is denied for the one of the following reasons:

- a. The tenant refused to apply for the RMRP and refused to cooperate with the landlord in applying for the RMRP;
- b. The RMRP application is not approved by the agency within **45 days** after it was submitted;
- c. The application was denied because the tenant is ineligible for rent relief; or
- d. The RMRP has run out of rent relief funds.



The 45 days starts from the date the application was submitted (w/in 14 days of notice of termination)



# Once Again, Large Landlords Must Offer Repayment Agreement

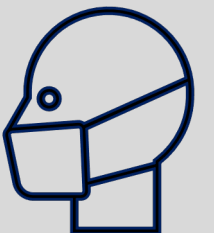
§ 55.1-1245(f)



Landlords who own 5 or more rental units or 10% or more interest in 5 or more rental units must take an extra step before taking any action to evict a tenant for non-payment:

4. The landlord must offer the tenant a payment plan without late fees.
  - a. The landlord cannot evict unless the tenant refuses to enter into the payment plan or misses a payment. But the landlord only has to enter the tenant into a payment plan one time per lease period. The tenant can enter the payment plan AND apply for rent relief.
  - b. To get on a payment plan the tenant must:
    - i. Agree to the payment plan in writing; and
    - ii. **Give the landlord a signed statement that the tenant has lost income** and/or had increased expenses due to the COVID-19 crisis.

All Covid-19 protections are for **Nonpayment** of Rent Evictions only!



# 60-day Continuance for Loss of Income

## HB 5115



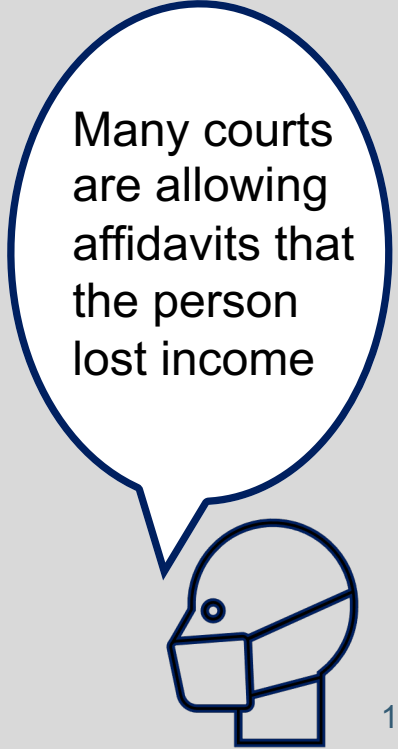
Any tenant who has experienced any loss of income due to COVID-19 may ask the court for a **60-day continuance** of his or her unlawful detainer case at the return date based on nonpayment of rent. The bill clarifies the definition of “affected by” as:

**a loss of income**, whether partial or complete, from a public or private source due to the Emergency, such that the affected party must request a stay or continuance, as applicable, by providing written proof to a court or lender, as applicable, stating that as a result of the Emergency he is (i) not currently receiving wages or payments or (ii) receiving reduced wages or payments from a public or private source.

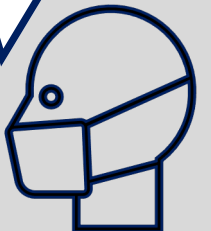
The bill also clarifies that “written proof” means

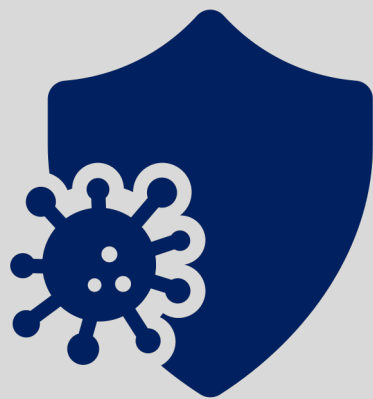
(i) a paystub showing reduced earnings for a pay period during the period of the Emergency in response to the COVID-19 pandemic, (ii) a copy of a furlough notification letter or essential employee status letter indicating the employee's status as nonessential due to the Emergency, or (iii) any other documentation deemed appropriate by a court or lender.

Any continuance of a stay period provided under this provision is tolled during the period of any judicial emergency declared pursuant to § 17.1-330 of the Code of Virginia due to the Emergency.



Many courts are allowing affidavits that the person lost income





# Applying for Housing

November 9, 2020 – Ongoing

# Protecting Tenants Against Bad Record due to COVID

§ 55.1-1245(I).



Landlords who own 5 or more dwelling units or a 10% interest in 5 or more dwelling units cannot take any adverse action against an applicant for tenancy based solely on the applicant's payment history or eviction for non-payment of rent that occurred between March 12, 2020, and ending 30 days after the expiration or revocation of any state of emergency declared by the Governor related to the COVID-19 pandemic.

Covered landlords must provide applicants with a written notice of a denial for residential tenancy. Such notice must include:

1. A statement of the applicant's right to contest the denial if the tenant believes the denial is due to nonpayment of rent or an eviction based on nonpayment of rent during the COVID-19 emergency or 30 days thereafter;
2. The statewide legal aid telephone number and website; and
3. Notice that the applicant has seven days from the postmark date to challenge the denial.

# Protecting Tenants Against Bad Record due to COVID

## § 55.1-1245(I).

If the landlord provides notice of the denial to the applicant via email, text, or telephone call, the applicant has until close of the next business day to challenge the denial.

If the landlord relied upon a consumer or tenant screening report in denying the applicant, the landlord must make a “good faith effort” to get more information from the report generator. If the landlord does not receive a response from the report generator within three business days of requesting more information, the landlord may proceed with application denial.

**Applicant’s remedy:** If a covered landlord fails to comply with the statutory requirements under this section, the applicant may recover \$1,000 in statutory damages plus attorney’s fees.