

The Jerome N. Frank Legal Services Organization

HOUSING CLINIC

STUDENT HOUSING DURING COVID-19

FREQUENTLY ASKED QUESTIONS

April 14, 2020

Introduction and Disclaimer

On Friday, April 10, 2020 Gov. Ned Lamont issued [Executive Order No. 7X](#) (“EO 7X” or “the Executive Order”) to afford additional protections to residential renters impacted by the COVID-19 public health crisis. This document summarizes the protections provided by EO 7X and updates the guidance document issued by the Housing Clinic on April 9, 2020. In particular, this document updates the information provided in Sections 1, 2, and 6 of the April 9 Guidance.

Like the initial FAQ, this document is intended only to supply information; it does NOT constitute legal advice. Law students in Connecticut are prohibited from offering legal advice. If you have questions about your specific circumstances, you should contact a housing attorney. The Housing Clinic is not responsible for any errors or omissions in this document, and assumes no liability for its use or availability.

Under EO 7X, *new* evictions are effectively halted through July 1, 2020.

- The Executive Order prohibits landlords from initiating or executing new eviction proceedings until July 1, 2020.
 - In most cases, EO 7X prohibits landlords from serving tenants with the documents required to initiate the eviction process (i.e., a “Notice to Quit” or a complaint). **If you receive any of these documents before July 1, they are invalid and cannot be used to remove you from your unit.** Your landlord would need to file new papers on or after July 1 to begin the eviction process.
- The Judicial Branch has already “stayed” (i.e., temporarily delayed) all executions of evictions until May 1, 2020, which means that prior judgments against tenants may not be carried out until that date. EO 7X does not address the issue of preexisting executions of eviction, which means that if the court has granted one against you, it cannot be carried out until May 1.
- You can still be evicted before July 1 if you commit a “serious nuisance,” defined as:
 - Inflicting (or threatening) bodily harm to your landlord or neighbors,
 - Substantial destruction of your apartment or building,
 - Conduct that “presents an immediate and serious danger to the safety” of your neighbors or landlord, or

- Using the premises or allowing the premises to be used to sell illegal drugs or engage in prostitution.¹

The Executive Order gives all tenants a 60-day grace period for their April rent.

- Most residential leases require payment of rent on the first day of the month. Under EO 7X, if your rent is normally due on April 1, you will have an additional 60 days to make that payment.
- If you pay your April rent within 60 days of its normal due date, your landlord CANNOT:
 - Evict you for nonpayment of April rent,
 - Charge you late fees for April rent,
 - Report your rent payment late to any credit monitoring bureau, or
 - Retaliate against you in any other way.²
- This grace period applies automatically; you do NOT need to make a special request to your landlord to receive this 60-day extension.
- If you do not pay your April rent by the end of the 60-day extension, your landlord may seek to evict you once the eviction moratorium ends, on July 1.

If you make a written request to your landlord by May 10, you can get an extra 60 days to pay your May rent.

- The Executive Order offers tenants a 60-day grace period to pay their May rent, but you must notify your landlord if you wish to use this extra time.
- The rent must be paid 60 days from the day rent is due for May. So, if your rent is due on May 1, then EO 7X allows payment within 60 days of May 1.
- To qualify for this grace period, you must notify your landlord in writing that you “**need to delay all or some payment of rent because [you have] become fully or partially unemployed or otherwise sustained a significant loss in revenue or increase in expenses as a result of the COVID-19 pandemic.**”
 - You can submit this notification over email or through the mail. If you send this request by mail, you should use certified mail and request a return receipt to ensure you have a record of sending the request
 - This request must be submitted within nine days of your May rent’s due date. Most residential leases require payment of rent on the first of the month, so you would need to submit this notice by May 10.
- EO 7X provides that once you notify the landlord that you are unable to pay due to loss of revenue or income as a result of COVID-19, you will not be in default and the landlord

¹ C.G.S.A. § 47a-15.

² See C.G.S.A. §§ 47a-20, -33.

shall not seek to evict you until at least 60 days after your May rent is due. EO 7X simply requires you to declare your financial hardship; it does not state that you must prove it to your landlord. Thus, your landlord should not inquire into your financial situation. If you receive explicit or implicit pressure from your landlord regarding this, we recommend that you seek advice from an attorney.

- As in the April extension, if you request an extension on your May rent and pay it before June 30, 2020, your landlord CANNOT do any of the following during the grace period:
 - Evict you for nonpayment of April rent,
 - Charge you late fees for April rent,
 - Report your rent payment late to any credit monitoring bureau, or
 - Retaliate against you in any other way.³

Under certain circumstances, the Executive Order allows you to pay some of your upcoming rent with your security deposit.

- If you paid a security deposit that exceeded the amount of one month's rent, you can use that surplus amount to cover a portion of your rent for April, May, or June.
 - Please note that if your security deposit is less than or equal to the cost of one month's rent, EO 7X does NOT permit you to pay rent with your deposit.
 - The Executive Order also limits the amount of the deposit that you can use toward your rent: you can only take out the amount by which your security deposit exceeds a monthly rent payment.
 - If you benefited from Connecticut's security deposit guarantee program, you will not be able to take advantage of this option.
- If you qualify to use this option, and if you choose to take this route, you must notify your landlord in writing.
 - **Your notice must indicate that you have “become fully or partially unemployed or otherwise sustained a significant loss in revenue or increase in expenses as a result of the COVID-19 pandemic.”**
 - The notice can be submitted over email or through the mail. If you mail the notice, you should consider sending it through certified mail with a return receipt requested.
- If you qualify for this option, you can submit the notification to your landlord at any time. But it may be in your best interest to notify your landlord as soon as possible.

Your landlord CANNOT deny you this option. However, once the public health crisis officially ends, or when the time arrives for you to renew your lease, your landlord can request that you replace the amount taken out of your security deposit.

³ See C.G.S.A. §§ 47a-20, -33.

You are ultimately still responsible for satisfying all of the terms of your lease, including paying rent each month.

- Although EO 7X delays the consequences of nonpayment of rent, it does not relieve you of the requirement to pay rent.
- Once the grace periods and the eviction moratorium lift, you can still be liable for not paying rent.

Your landlord is still responsible for complying with their duties.

- The Executive Order does not relieve your landlord of complying with their duties during this time, whether or not you pay your rent.⁴ These duties include, but are not limited to:
 - Complying with building and housing codes materially affecting health and safety;
 - Making all repairs and doing whatever is necessary to put and keep the premises in a fit and habitable condition (except where the issues are the fault of the tenant or their guest);
 - Keeping all common areas of the premises in a clean and safe condition;
 - Maintaining in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances and elevators;
 - Providing and maintaining trash and waste receptacles, as well as their removal; and
 - Supplying running water and reasonable amounts of hot water at all times, and reasonable heat except if the building which includes the dwelling unit is not required by law to be equipped for that purpose or if the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection.

⁴ See C.G.S.A. §§ 47a-7.