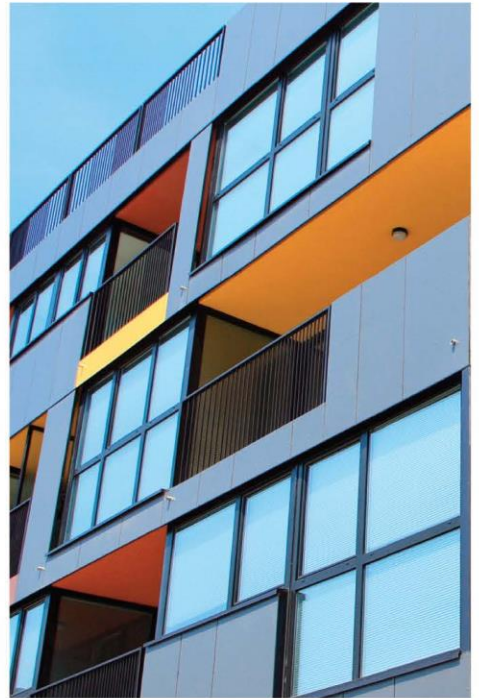




COVID-19 STATE AND LOCAL REPORT



Last Update March 20, 2020



The purpose of this document is to provide apartment industry professionals with an overview of the issues affecting our industry with regard to the COVID-19 pandemic. The document is intended for informational purposes only and does not constitute, and should not be construed as, legal advice. This resource is not intended to provide a mandatory standard of care for the industry.

****Please remember to use your state or local apartment association as the primary resource for the most up-to-date information on your responsibilities: <https://www.naahq.org/join/find-naa-affiliate>.****

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ALABAMA

State of Emergency: Governor Kay Ivey issued a state of emergency on March 13.

Price-Gouging Law: Under [Alabama Code, § 8.31.3](#), it is unlawful to impose unconscionable prices for the sale or rental of any commodity or rental facility during a period of declared state of emergency. Under [Alabama Code, § 8.31.4](#), unconscionable prices are determined if any person charges a price that exceeds, by an amount equal to or in excess of twenty-five percent the average price at which the same or similar commodity or rental facility was obtainable in the affected area during the last 30 days immediately prior to the declared state of emergency

Late Fee Law: [Alabama Code, § 35-9A-421](#)- Noncompliance with rental agreement; failure to pay rent.

(a) Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with Section 35-9A-301 materially affecting health and safety, the landlord may deliver a written notice to terminate the lease to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice. If the breach is not remedied within the 14 days after receipt of the notice to terminate the lease, the rental agreement shall terminate on the date provided in the notice to terminate the lease unless the tenant adequately remedies the breach before the date specified in the notice, in which case the rental agreement shall not terminate.

(b) If rent is unpaid when due, the landlord may deliver a written notice to terminate the lease to the tenant specifying the amount of rent and any late fees owed to remedy the breach and that the rental agreement will terminate upon a date not less than seven days after receipt of the notice. If the breach is not remedied within the seven days, the rental agreement shall terminate. If a noncompliance of rental agreement occurs under both subsection (a) and this subsection, the seven-day notice period to terminate the lease for nonpayment of rent in this subsection shall govern.

(c) Except as provided in this chapter, a landlord may recover actual damages and obtain injunctive relief for noncompliance by the tenant with the rental agreement or Section 35-9A-301. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees.

Other Commentary: If rent is unpaid when due, the landlord may deliver a written notice to terminate the lease to the tenant specifying the amount of rent and any late fees owed to remedy the breach and that the rental agreement will terminate upon a date not less than seven business days after receipt of the notice. When giving notice to terminate a lease for nonpayment of rent, the landlord may specify in the notice the amount of rent and late fees owed to remedy the noncompliance.

ALASKA

State of Emergency: Governor Mike Dunleavy declared a state of emergency on March 11.

Price-Gouging Law: Alaska does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: [Alaska Code, § 45.45.010](#)- Legal Rate of Interest; Prepayment of Interest.

(a) The rate of interest in the state is 10.5 percent a year and no more on money after it is due except as provided in (b) of this section.

(b) Interest may not be charged by express agreement of the parties in a contract or loan commitment that is more than five percentage points above the annual rate charged member banks for advances by the 12th Federal Reserve District on the day on which the contract or loan commitment is made. A contract or loan commitment in which the principal amount exceeds \$25,000 is exempt from the limitation of this subsection.

[Sec. C-E Repealed]

(f) A bank, credit union, savings and loan institution, pension fund, insurance company or mortgage company may not require or accept any percent of ownership or profits above its interest rate. This subsection does not apply to a loan if the principal amount of the loan is \$1,000,000 or more and the term of the loan is five years or more.

(g) Loan contracts and commitments covering one- to four-family dwellings may be prepaid without penalty, except federally insured loans that require a prepayment penalty.

(h) If the limitations on interest rates provided for in this section are inconsistent with the provisions of any other statute covering maximum interest, service charges or discount rates then the provisions of the other statute prevail.

Other Commentary: The Alaska Landlord & Tenant Act: what it means to you summarizes landlord and tenant rights and obligations. In accordance with Alaska Statute 44.23.020(b)(8), it has been approved by the Alaska Department of law. According to The Alaska Landlord & Tenant Act, late fees are limited by Alaska's usury law to an annual interest rate of a maximum of five percentage points above the Federal Reserve discount rate, or, if no precise rate is specified, 10.5%. Also, no automatic late charge or NSF fee is legally enforceable, unless it has been agreed upon beforehand. In *Fyffe v. Wright* (2014), 93 P.3d 444, Note [5]: "The court found that the \$10-per day fee for each additional day rent was tendered beyond the 15th of the month was unreasonable and should be ignored. "The Alaska Landlord & Tenant Act: what it means to you", provides further guidance: "It might be all right for the rental agreement to specify a small flat-rate late charge or NSF fee that reasonably approximates the landlord's actual costs caused by the tenant's failure to pay rent on time or writing a bad check. It may also be all right for the rental agreement to specify a reasonable percentage-per-day late charge."

ARIZONA

State of Emergency: Governor Doug Ducey announced a declaration of emergency on March 11.

Price-Gouging Law: Arizona does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: [Arizona Code, § 33-1368 \(B\)](#)- Noncompliance with rental agreement by tenant; failure to pay rent; utility discontinuation; liability for guests; definition.

B. A tenant may not withhold rent for any reason not authorized by this chapter. If rent is unpaid when due and the tenant fails to pay rent within five days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement by filing a special detainer action pursuant to section 33-1377. Before the filing of a special detainer action the rental agreement shall be reinstated if the tenant tenders all past due and unpaid periodic rent and a reasonable late fee set forth in a written rental agreement. After a special detainer action is filed the rental agreement is reinstated only if the tenant pays all past due rent, reasonable late fees set forth in a written rental agreement, attorney fees and court costs. After a judgment has been entered in a special detainer action in favor of the landlord, any reinstatement of the rental agreement is solely in the discretion of the landlord.

[Arizona Code, § 33-1314\(A\)](#)- Terms and conditions of rental agreement.

A. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this chapter or any other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

Other Commentary: Under Arizona law, late fees must be set forth in a written rental agreement and must be reasonable. There is no statutory limitation on late fees in residential lease contracts.

Phoenix

Other Commentary: Mayor Kate Gallego announces temporary suspension of evictions in city-owned housing. Gallego is calling on officials to consider a statewide moratorium on all evictions.

ARKANSAS

State of Emergency: Governor Asa Hutchinson declared a public-health emergency on March 11.

Price-Gouging Law: Under [Arkansas Code, § 4.88.303](#), it is unlawful for any person to sell any consumer food item, goods, or service, including transient housing and rental housing, for a price of more than 10 percent above the price charged for that good or service immediately prior to the proclamation of emergency.

Late Fee Law: None.

Other Commentary: Arkansas state law does not cover late rent fees. If the lease or rental agreement does not say anything about late fees, a landlord may not impose one, no matter how reasonable it is.

CALIFORNIA

A “Shelter in Place” order is currently in effect for the state of California. The order defers to [Federal Department of Homeland Security Cyber and Critical Infrastructure Administration Guidance](#) in defining what business functions are essential, which includes property management through the commercial facilities sector.

State of Emergency: Governor Gavin Newsom declared a state of emergency on March 4th.

Eviction: Governor Newsom promulgated [Executive Order N-28-20](#) on March 16th.

The order gives local governments the authority to halt evictions for renters and homeowners but stops short of creating a statewide moratorium.

Per the Mercury News, the order sets [guidelines for local level eviction moratoriums](#). Evictions for nonpayment of rent or foreclosure may be prohibited if they arise due to a COVID-19 related impact or COVID-19 related government action, such as substantial decrease in household or business income caused by layoffs or a reduction in work hours, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand.

Renters will still have to pay rent, but payments may be delayed.

The end of section 2 states, “nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord’s ability to recover rent due.”

Public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent those deadlines are within the discretion of the housing authority.

Requests financial institutions holding home or commercial mortgages implement an immediate moratorium on foreclosures caused arising from COVID-19 related loss of business income or substantial out of pocket medical expenses. (This is not a mandate).

Requests the California Public Utilities Commission to monitor measures undertaken by public and private utility providers to implement consumer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service and report these measures on a weekly basis

Rental and Utility Assistance: The California Employment Development Department has released an [FAQ](#) on the benefits eligible to workers impacted by COVID-19.

[Per the Mercury News](#), Gov. Newsom has waived the one week waiting period for receiving benefits if an individual’s economic situation is a result of COVID-19.

Shelter in Place Orders: On shelter in place orders, the LA Times found, “At least 10 counties [in the Bay Area and Central California](#) and [the City of Palm Springs](#) have directed all residents to stay at home as much as possible, with Sonoma, San Benito and Monterey counties deciding Tuesday to join the order implemented a day earlier by San Francisco, Santa Clara, San Mateo, Alameda, Contra Costa, Marin and Santa Cruz counties. In Ventura County, health officials Tuesday announced a shelter-in-place order that applied only to older residents.”

Price-Gouging Law: Under [California Code, § 396](#), it is unlawful to increase the price of rental housing by more than 10 percent above the determined rent prior to the declaration of emergency. For rental housing that was not rented prior to a declaration of emergency or its rent advertised, rent cannot exceed 160 percent of the fair market value as determined by the U.S. Department of Housing and Urban Development. The statute also prohibits housing

providers from re-renting the property after eviction at a higher rate than would have been allowed under the price gouging statute.

Late Fee Law: None.

Relevant case law: [Harbor Island Holdings, LLC v. Kim](#). The court ruled that the liquidated damages provision is unenforceable because it bore no reasonable relationship to the range of actual damages that parties could have anticipated.

[Orozco v. Casimiro \(2004\) 121 Cal.App.4th Supp. 7 \[17 Cal.Rptr.3d 175\]](#). The court ruled that the late fee is invalid because the landlord failed to establish that damages for the late payment of rent were extremely difficult to fix.

Other commentary: According to CA Dept of Consumer Affairs, a rental agreement cannot include a pre-determined late fee. The exception to this rule is when it would be difficult to figure out the actual cost to the landlord caused by the late rent payment. Even then, the pre-determined late fee should not be more than a reasonable estimate of costs that the landlord will face as a result of the late payment. A late fee that is so high that it amounts to a penalty is not legally valid.

Alameda County

A “Shelter in Place” order is currently in effect in Alameda County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

Burbank

Eviction: On March 18th, the City Council passed an [emergency ordinance](#) implementing an eviction moratorium through April 30th.

The ordinance only applies to tenants who cannot afford rent because of a drop in income or revenue due to layoffs, reduced hours or business closures brought on by the outbreak.

Tenants will have up to six months to pay their back rent after the moratorium period expires.

Beverly Hills

Eviction: On March 16th, the City Council placed a [moratorium on evictions](#) for non-payment of rent by residents and businesses impacted by COVID-19. Also included was a temporary suspension of utility shutoffs.

Contra Costa County

A “Shelter in Place” order is currently in effect in Contra Costa County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

Culver City

Eviction: The City of Culver City has [implemented its own eviction moratorium](#) per Governor Newsom’s guidelines: “if the tenant is able to show an inability to pay rent due to circumstances related to the COVID-19 pandemic.”

Long Beach

Eviction: [Per the Long Beach Post](#), the City Council voted unanimously to explore a relief package that would block evictions due to COVID-19 related impacts.

The emergency ordinance would bar evictions, late fees and could create a late-payment structure for rents missed during the coronavirus pandemic. The eviction moratorium would have a sunset of the end of May, which could be extended.

The city may also explore working with the county to have property owners' property taxes deferred or relieved. Seeking outside resources to help pay people's rent through third parties was also an option the council discussed.

Los Angeles City

Eviction: [Per Curbed LA](#), Mayor Garcetti announced he has signed an order halting residential evictions in the City of Los Angeles Sunday evening (March 15th).

The eviction moratorium will apply to tenants who are able to show "an inability to pay rent due to circumstances related to the COVID-19 pandemic."

The restrictions go into effect at midnight and will continue through March 31 unless they are rescinded or extended.

Los Angeles County

Eviction: LA County [announced a temporary evictions moratorium](#) March 18th in unincorporated areas retroactive March 4th.

Malibu

Eviction: [Per the Local Malibu](#), City Council on March 16th implemented an eviction moratorium.

Marin County

A "Shelter in Place" order is currently in effect in Marin County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

Monterey County

A "Shelter in Place" order is currently in effect in Monterey County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

Mountain View

Eviction: While council members were quick to approve rental assistance funds, they were reluctant to pursue a local moratorium on evictions. Gov. Gavin Newsom signed an executive order March 16th granting local agencies the ability to temporarily halt evictions through the end of May, but council members worry it would be difficult to quickly craft a comprehensive ordinance that protects all affected renters.

Rental Assistance: The Mountain View City Council [voted unanimously](#) on March 17th to create a \$500,000 renter assistance program to stave off evictions amid mounting wage losses and economic hardship caused by the new coronavirus.

The emergency funding is seen by council members as a fast and effective way to keep struggling families housed as local health officials escalate the response to the virus, which causes COVID-19. Schools, entertainment venues and local businesses have temporarily shut down, leaving many residents without work and spurring fears that a wave of evictions may be imminent.

Pasadena

Eviction: City Manager Steve Marmell [announced a state of emergency](#) on March 16th, allowing more sweeping powers than the public health emergency declaration declared weeks before.

The City Council [passed an eviction moratorium](#) on March 17th. Officials also waived all late fees and penalties for utility bills.

Sacramento

Eviction: [Per CBS Sacramento](#), the City Council approved an eviction moratorium on March 18th due to the impacts of COVID-19. The city also included a temporary waiver of penalties on delinquent utility charges.

The council passed an emergency resolution on Friday, March 13th approving a \$1 million fund for no-interest loans of up to \$25,000 for restaurants, retail stores, daycare centers and other businesses that have seen a drop in customers.

San Benito County

A “Shelter in Place” order is currently in effect in San Benito County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

San Diego

Eviction: The San Diego City Council voted March 17th to support a [temporary moratorium](#) on evictions for residents and businesses in the city. It also ratified Mayor Kevin Faulconer's state of emergency declaration. The state of emergency is in effect for 30 days, after which the council can vote to extend it. Faulconer declared a state of emergency on March 12.

The City Attorney's Office will collaborate with city staff to draw up the actual eviction moratorium law going into effect.

San Francisco

A “Shelter in Place” order is currently in effect in San Francisco County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

Eviction: [Per the Mayor's office](#), Mayor London Breed on Friday, March 13 announced a moratorium on residential evictions related to financial impacts caused by COVID-19. The moratorium will prevent any resident from being evicted due to a loss of income related to a business closure, loss of hours or wages, layoffs, or out-of-pocket medical costs caused by the COVID-19 pandemic. The Mayor issued this moratorium under the powers of the Local Emergency she declared on February 25th.

Under the Mayor's order, financial impacts mean a substantial loss of household income due to business closure, loss of compensable hours of work or wages, layoffs, or extraordinary out of pocket medical expenses.

Residents struggling to meet their monetary lease obligations due to COVID-19 must notify their landlords and substantiate their inability to pay rent with documentation or other objective information within one week of the Mayor's notice.

Residents will have up to six months after the termination of the emergency declaration to repay any back due rent.

San Jose

Eviction: [Per the Mercury News](#) (March 10th) The San Jose City Council has directed staff to draft an eviction moratorium, which is expected to receive final approval in the next week or two. It will be in effect for at least 30 days and the city will evaluate extending it a month after it goes into effect.

To qualify, residents must notify their landlords either before or on the day rent is due, as well as provide documentation such as notices from schools shutting down, doctor's notes, quarantine advisories or pay stubs, showing they have faced a substantial loss of income due to the virus.

Landlords who fail to comply could face penalties and fees. The City Council will also vote next week on extending the ban to small businesses.

Some council members said they're worried the virus will lead to a recession and discussed possible strategies to help landlords. The lawmakers will consider creating a fund in partnership with local nonprofits that San Jose families and small businesses can access in order to pay their rent.

San Mateo County

A "Shelter in Place" order is currently in effect in San Mateo County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

Santa Clara County

A "Shelter in Place" order is currently in effect in Santa Clara County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

Santa Cruz County

A “Shelter in Place” order is currently in effect in Santa Cruz County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

Santa Monica

Eviction: The city is under a local emergency proclamation.

City Manager Rick Cole signed an [executive order](#) as a supplement to the emergency proclamation effective immediately prohibiting housing providers from evicting residents for nonpayment of rent if inability to pay is caused by COVID-19 related impacts.

These impacts include being sick with COVID-19 or caring for a household or family member sick with COVID-19; Lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; Extraordinary out-of-pocket medical expenses; or childcare needs arising from school closures related to COVID-19.

A landlord also cannot pursue a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord.

The order also suspends the discontinuation or shut off of water service for residents and businesses in the city for nonpayment of water and sewer and associated fees.

Sonoma County

A “Shelter in Place” order is currently in effect in Sonoma County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

Stockton

Eviction: At a special emergency meeting Tuesday, March 17th, the City Council unanimously [passed a temporary moratorium on evictions](#) in line with Governor Gavin Newsom’s guidelines for local eviction moratoria set forth in [Executive Order N-28-20](#).

Effective immediately, a temporary halt on evictions will be in place for the next two months for tenants who have a higher risk of severe illness from the coronavirus and those whose incomes have been affected by the disease, such as reduced hours, school closures or job loss.

Residents will have to provide proof the disease directly affected their paychecks, either by a letter from an employer about why their hours were reduced, paycheck stubs, a letter from a physician confirming an applicable medical condition, or a California driver's license or other documentation of date of birth (if over 65).

Ventura County

A “Shelter in Place” order is currently in effect for older residents in Ventura County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours.

West Hollywood

Eviction: The City implemented an [immediate moratorium on eviction](#) for nonpayment of rent due to COVID-19 related income loss. COVID-19 and housing resources are available for West Hollywood residents experiencing hardship related to this health crisis. For details, please visit www.weho.org/rent.

COLORADO

State of Emergency: Governor Jared Polis declared a state of emergency on March 10.

Price-Gouging Law: Colorado does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: None.

Usury Statute: [Colorado Code, § 5-12-103\(2\)](#)- Greater rate may be stipulated.

(2) The term "interest" as used in this section means the sum of all charges payable directly or indirectly by a debtor and imposed directly or indirectly by a lender as an incident to or as a condition of the extension of credit to the debtor, whether paid or payable by the debtor, the lender, or any other person on behalf of the debtor to the lender or to a third party.

Relevant case law: [Dikeou v. Dikeou \(1996\) 928 P.2d 1286](#). The Colorado Supreme Court held that late payment charges of a set amount in a non-consumer loan agreement was default interest within the meaning of the non-consumer usury statute and not a penalty.

Other Commentary: Interest rates up to 45% are reasonable and not usurious. There is no law in Colorado that limits late fees as it is related to residential leases. Most Colorado landlords begin to charge late fees on the 4th day of the month, i.e. due on the 1st but late if not paid by the 3rd. This may start to change with the new law passed on May 20, 2019 now requiring most tenants to receive a 10-day cure period for non-payment of rent.

San Miguel County

A "Shelter in Place" [order](#) is currently in effect in San Miguel County. Please note this order may affect your ability to collect rent payments in person, perform maintenance and inspections, or conduct property tours. Residential facilities and shelters for seniors, adults, and children are defined as exempted essential businesses.

CONNECTICUT

State of Emergency: Governor Ned Lamont declared a state of emergency on March 10.

Eviction: The Judicial Branch has [suspended](#) all civil and criminal jury trials for the next 30 days. However, all courthouses remain open.

Price-Gouging Law: Under [Connecticut Code, § 42.231](#), the Governor may designate a product or service to be in short supply resulting from the declaration of emergency and impose price restrictions on that product or service. Prior to any imposition, the Governor shall make written findings that the product is in short supply due to disruption and that the product is essential to the health, safety, and welfare of the people of the state, including the need for

shelter. Any imposition would last until the end of the emergency or ninety days after the declaration, whichever occurs first.

Late Fee Law: [Connecticut Code, § 47a-4\(a\)\(8\)](#)- Terms prohibited in the rental agreement.

A rental agreement shall not provide that the tenant agrees to pay a late charge prior to the expiration of the grace period set forth in section 47a-15a or to pay rent in a reduced amount if such rent is paid prior to the expiration of such grace period;

[Connecticut Code, § 47a-15a](#)- Nonpayment of rent by tenant: Landlord's remedy.

If rent is unpaid when due and the tenant fails to pay rent within nine days thereafter or, in the case of a one-week tenancy, within four days thereafter, the landlord may terminate the rental agreement in accordance with the provisions of sections 47a-23 to 47a-23b, inclusive.

[Connecticut Code, § 47a-21\(i\)](#)- Payment of interest on security deposits.

On and after July 1, 1993, each landlord other than a landlord of a residential unit in any building owned or controlled by any educational institution and used by such institution for the purpose of housing students of such institution and their families, and each landlord or owner of a mobile manufactured home or of a mobile manufactured home space or lot or park, as such terms are defined in subdivisions (1), (2) and (3) of section 21-64, shall pay interest on each security deposit received by such landlord at a rate of not less than the average rate paid, as of December 30, 1992, on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin rounded to the nearest one-tenth of one percentage point, except in no event shall the rate be less than one and one-half per cent. On and after January 1, 1994, the rate for each calendar year shall be not less than the deposit index, determined under this section as it was in effect during such year. On and after January 1, 2012, the rate for each calendar year shall be not less than the deposit index, as defined in section 36a-26, for that year. On the anniversary date of the tenancy and annually thereafter, such interest shall be paid to the tenant or resident or credited toward the next rental payment due from the tenant or resident, as the landlord or owner shall determine. If the tenancy is terminated before the anniversary date of such tenancy, or if the landlord or owner returns all or part of a security deposit prior to termination of the tenancy, the landlord or owner shall pay the accrued interest to the tenant or resident not later than thirty days after such termination or return. Interest shall not be paid to a tenant for any month in which the tenant has been delinquent for more than ten days in the payment of any monthly rent, unless the landlord imposes a late charge for such delinquency. No landlord shall increase the rent due from a tenant because of the requirement that the landlord pay on interest the security deposit.

DELAWARE

State of Emergency: Governor John Carney declared a state of emergency on March 12.

Price-Gouging Law: Delaware does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: [Delaware Code, § 5501\(d\)](#)- Tenant obligations; rent.

(d) Where the rental agreement provides for a late charge payable to the landlord for rent not paid at the agreed time, such late charge shall not exceed 5 percent of the monthly rent. A late charge is considered as additional rent for the purposes of this Code. The late charge shall not be imposed within 5 days of the agreed time for payment of rent. The landlord shall, in the county in which the rental unit is located, maintain an office or other permanent place for receipt of payments, where rent may be timely paid. Failure to maintain such an office, or other permanent place of payment where rent may be timely paid, shall extend the agreed on time for payment of rent by 3 days beyond the due date.

Other Commentary: If the landlord does not have a local office for this purpose, the tenant has 3 extra days from the due date to pay rent before the late fee can be charged. The Justice of the Peace Courts have exclusive jurisdiction on Summary Possession actions. These courts are very particular about the late fees not exceeding the 5% maximum, but because these cases are usually regarding relatively small amounts, there is no real case law because the litigation would be too expensive to account for any denied fees. If the late fee listed on the “5 Day Letter” (the letter you must send in non-payment cases prior to filing) is wrong, the case will likely be dismissed. The Justice of the Peace Courts are very particular about the 5% ceiling.

DISTRICT OF COLUMBIA

State of Emergency: Mayor Muriel Bowser declared both a [state of emergency and public health emergency](#) on March 11.

Eviction: The D.C. Superior Court [announced](#) it “will suspend evictions of all tenants and foreclosed homeowners.” Due to the spread of the Covid-19 in the District, the court now says all hearings in the civil division that are scheduled on or before May 1 are going to be continued.

Rental and Utility Assistance: [The Emergency Rental Assistance Program](#) (ERAP) helps income-eligible Washington, DC residents facing housing emergencies.

[Per WAMU](#), tenant advocacy groups have called for a doubling of ERAP funds to reach \$15.8 million

On Tuesday, March 17, D.C. City Council [passed](#) broad emergency response legislation that did not address greater funding for ERAP

[Per The Washington Post](#), Pepco has suspended service disconnections and waived late payment fees through May 1.

Price-Gouging Law: Under [Washington DC Code, § 28.4101](#), it is unlawful to sell goods or services to individuals in an area declared under emergency, at a price more than 10 percent the average price of that good or service 90 days prior to the emergency declaration. Rental housing or shelter are not defined as covered services under this statutory language.

Late Fee Law: [District of Columbia Code, § 42–3505.31](#). Authorized fees for the payment of rent beyond 5 days after the rent payment is due.

(a) Pursuant to subsection (b) of this section, a housing provider may charge a late fee of no more than 5% of the full amount of rent due by a tenant.

(b) A housing provider may only charge a late fee:

(1) If the written lease agreement between the housing provider and the tenant informs the tenant of the maximum amount of the late fee that may be charged pursuant to this section; and

(2) If the tenant has not paid the full amount of rent within 5 days, or any longer grace period that may be provided in the lease, after the day the rent payment is due.

(c) A housing provider shall not:

(1) Charge interest on a late fee;

(2) Deduct any amount of a late fee from a subsequent rent payment;

(3) Impose a late fee more than one time on each late payment;

(4) Evict a tenant on the basis of the nonpayment of a late fee; or

(5) Impose a late fee on a tenant for the late payment or nonpayment of any portion of the rent for which a rent subsidy provider, rather than the tenant, is responsible for paying.

(d) After the grace period established pursuant to subsection (b)(2) of this section, a housing provider may issue a tenant an invoice to be paid within 30 days after the date of issuance for any lawfully imposed late fees. If the tenant does not pay the late fee within the 30-day period, the housing provider may deduct from a tenant's security deposit, at the end of the tenancy, any unpaid, lawfully imposed late fees, along with any other amounts lawfully due the housing provider.

[District of Columbia Law 21-172](#)- "Rental Housing Late Fee Fairness Amendment Act of 2016" Be it enacted by the Council of the District of Columbia, that this act may be cited as the "Rental Housing Late Fee Fairness Amendment Act of 2016".

Sec. 2. The Rental Housing Act of 1985, effective July 17, 1985 (D.C. Law 6-10; D.C. Code § 42-3501.01 et seq.), is amended as follows:

(a) The table of contents is amended by adding a new title designation to read as follows:
"Title V. A. Payment of Rent Beyond 5 Days After Due Date

"Sec. 531. Authorized fees for the payment of rent beyond 5 days after the rent payment is due".

(b) A new Title V-A is added to read as follows:

"Title V-A. Payment of Rent Beyond 5 Days After Due Date

"Sec. 531. Authorized fees for the payment of rent beyond 5 days after the rent payment is due.

"(a) Pursuant to subsection (b) of this section, a housing provider may charge a late fee of no more than 5% of the full amount of rent due by a tenant.

"(b) A housing provider may only charge a late fee:

"(1) If the written lease agreement between the housing provider and the tenant informs the tenant of the maximum amount of the late fee that may be charged pursuant to this section; and

"(2) If the tenant has not paid the full amount of rent within 5 days, or any longer grace period that may be provided in the lease, after the day the rent payment is due.

"(c) A housing provider shall not:

"(1) Charge interest on a late fee;

"(2) Deduct any amount of a late fee from a subsequent rent payment;

"(3) Impose a late fee more than one time on each late payment;

"(4) Evict a tenant on the basis of the nonpayment of a late fee; or

"(5) Impose a late fee on a tenant for the late payment or nonpayment of any portion of the rent for which a rent subsidy provider, rather than the tenant, is responsible for paying.

"(d) After the grace period established pursuant to subsection (b)(2) of this section, a housing provider may issue a tenant an invoice to be paid within 30 days after the date of issuance for any lawfully imposed late fees. If the tenant does not pay the late fee within the 30-day period, the housing provider may deduct from a tenant's security deposit, at the end of the tenancy, any unpaid, lawfully imposed late fees, along with any other amounts lawfully due the housing provider."

(c) Section 501(a) (D.C. Official Code § 42-3505.01(a)) is amended by striking the phrase "the rental unit" and inserting the phrase "the rental unit; provided, that the nonpayment of a late fee shall not be the basis for an eviction" in its place.

(d) Section 901 (D.C. Official Code § 42-3509.01) is amended by adding a new subsection (a-1) to read as follows:

"(a-1) Any housing provider who knowingly or willfully violates section 531, or section 501(a), regarding a prohibited eviction for the nonpayment of a late fee, shall be liable to the tenant for the amount by which the late fee exceeds the allowable late fee, or for treble that amount in the event of bad faith, and shall be subject to a civil fine of at least \$100 and not more than \$ 5,000 for each violation."

Sec. 3. Fiscal impact statement. The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by section 4a of the General Legislative Procedures Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

Sec. 4. Effective date. This act shall take effect following approval by the Mayor (or in the event of veto by the Mayor, action by the Council to override the veto), a 30-day period of congressional review as provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.

Other Commentary: As of December 8, 2016, residential tenants in the District of Columbia have new protections regarding late fees. DC Law 21-172, the “Rental Housing Late Fee Fairness Amendment Act of 2016,” applies to all residential renters in the District. The law limits the amount of a late fee to no more than 5 percent of the full amount of rent due. Additionally, no late fee may be charged if the late fee provision is not included in the lease, or if the tenant has paid the full amount of rent owed within 5 days after the due date. The law also prohibits (1) charging the tenant interest on a late fee; (2) deducting any amount of a late fee from a subsequent rent payment; (3) imposing a late fee more than one time on the same late payment; (4) evicting a tenant solely because a late fee wasn’t paid; and (5) imposing a late fee for the portion of rent that a subsidy provider, rather than the tenant, is responsible for paying to the housing provider. After the 5-day grace period, housing provider sends an invoice for late fee. If invoice not paid in 30 days, housing provider deducts from security deposit at the end of the tenancy. Fee policy must be stated in lease and cannot exceed 5% of full amount of rent due, nor be imposed until rent is beyond five days late (or later if lease provides).

FLORIDA

State of Emergency: Governor Ron DeSantis declared a state of emergency on March 7.

Price-Gouging Law: Under [Florida Code, § 501.160](#), the charging of unconscionable prices for the rent or sale of essential commodities, including dwelling units, is prohibited during a state of emergency. In the case of housing, unconscionable pricing is deemed if the amount charged represents a gross disparity between the rent of the housing and the average rent of housing 30 days prior to the declaration of emergency. “Gross disparity” or “grossly exceeding” do not contain definitions within the existing statutory language.

Late Fee Law: [Florida Code § 83.43 \(6\)](#)- Definitions.

As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

(6) “Rent” means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.

Other Commentary: Late fees must be defined as rent or additional rent under Florida Code § 83.43 (6). *Buckholz v. King* (not controlling appellate authority) is a case that some tenant attorneys cite on occasion that discusses a Judge’s discretion to deem late fees unconscionable.

Broward County

Eviction: Broward Chief Circuit Judge Jack Tuter has [ordered a halt to all evictions](#) in the county as Broward continues to lead the state in positive cases of the COVID-19 virus.

“Pursuant to that Administrative Order, the Sheriff shall suspend posting and execution of any writ of possession for residential premises that have not been executed prior to the declaration of emergency and partial suspension of court operations. This mandate not only applies to the Sheriff, but to all law enforcement agencies.”

Hillsborough County

Eviction: On March 18th, Hillsborough County Sheriff Chad Chronister [announced](#) the immediate suspension of evictions in the county amid the coronavirus pandemic until April 20th.

Miami-Dade County

Eviction: Miami-Dade police [announced](#) on March 12 that officers would not assist with evictions during the emergency declared by Mayor Carlos Gimenez for the Covid-19 pandemic.

The agency said it “has temporarily suspended all eviction activities until further notice” in a release sent Thursday morning. The action means officers won’t assist landlords in removing tenants or serving court papers, freezing evictions until further notice.

Orange County

Eviction: [Per the Orlando Sentinel](#), the Orange County Sheriff’s Office suspended evictions Monday (March 16th) during the coronavirus pandemic. Officers will not be serving eviction notices or carrying out physical evictions.

Osceola County

Other Commentary: Courts are [closed](#) until further notice. Only essential cases will move forward. These include all in-custody arraignments involving adults and juveniles as well as emergency matters, such as filings related to child protective proceedings.

GEORGIA

State of Emergency: Governor Brian Kemp declared a state of emergency on March 14.

Price-Gouging Law: Under [Georgia Code, § 10.1.393.4](#), it is unlawful for any individual to sell or offer for sale any goods or services identified by the Governor during a declaration of emergency for prices higher than immediately prior to the declaration. So far, rental housing has not been identified by the Governor as a service falling under the price gouging statutory language.

Late Fee Law: [Georgia Code, § 44-7-16](#)- Accrual of interest on rent owed.

All contracts for rent shall bear interest from the time the rent is due.

[Georgia Code, § 13-6-7](#)- Damages and expenses recoverable -- Liquidated damages generally.

If the parties agree in their contract what the damages for a breach shall be, they are said to be liquidated and, unless the agreement violates some principle of law, the parties are bound thereby.

Relevant case law: A damages provision that is intended to deter breaches of the contract by imposing a “penalty” for a breach that is not a reasonable pre-estimation of damages is unenforceable under Georgia law. [Southeastern Land Fund, Inc. v. Real Estate World, Inc.](#) [Alexander v. Steining](#), [Oami v. Delk Interchange, Ltd.](#) is listed as the go to case for defending landlord's fees. [OCGA 44-7-16 allows for interest on lease contracts from the time the rent is due; however, that statute is not applicable to the late fee analysis. OCGA 7-4-15 provides for pre-judgment interest on liquidated damages. OCGA 7-4-16 allows for interest at the rate of no more than 1.5% per month on commercial transactions (which would not include residential leases). A commercial account is one for payment of money to sell or furnish goods or services involving something that is not a retail installment transaction. Attorneys refer to OCGA 7-4-16 as what would appear to be the upper limit of pre-judgment interest on any transaction, being 16% per annum. It is relatively safe to assume that any late fee charge above 16% is unlikely to survive a challenge that it is really a “penalty,” as opposed to reasonable liquidated damages fee.]

Other Commentary: "All contracts for rent shall bear interest from the time rent is due." - As a matter of judicial courtroom practice, in small claims court, late fees in eviction (dispossessory cases) are limited to 10% of the unpaid rent (assuming there is a late fee provision in that amount in the lease). [Note: A residential tenant may defend a non-payment dispossessory case filed by the landlord by “tendering” the full amount of rent, late fees, and court costs due within 7 days of the day the eviction was served. If the tenant does this, then the residential landlord is obligated to accept the tendered rent, late fee, and costs once within a 12-month period.] A damages provision that is intended to deter breaches of the contract by imposing a “penalty” for a breach that is not a reasonable pre-estimation of damages is unenforceable under Georgia law.

Atlanta

Eviction: On Tuesday, March 17th, Mayor Keisha Lance Bottoms issued an executive order [implementing an eviction moratorium](#) for the next 60 days.

The order instructs those involved to not allow any issuance of termination or eviction for the non-payment of rent and to not allow any late fees or other charges because of late or non-payment of rent for those 60 days in any property either sponsored or funded by any of the following organizations: Atlanta Housing Authority, Atlanta Beltline Inc., Fulton County/City of Atlanta Land Bank Authority, Invest Atlanta, Partners for Home, and the City of Atlanta’s Department of Grants and Community Development

HAWAII

State of Emergency: Governor David Ige declared a state of emergency on March 4.

Price-Gouging Law: Under [Hawaii Code, § 127A-30](#), it is unlawful to increase the selling price of any commodity. Additionally, no landlord shall terminate any tenancy for a residential dwelling unit in the area that is the subject of the proclamation

Late Fee Law: [Hawaii Code, §521-21\(f\)- Rent.](#)

(f) Where the rental agreement provides for a late charge payable to the landlord for rent not paid when due, the late charge shall not exceed eight per cent of the amount of rent due. (Effective for rental agreements entered into on or after 11/1/2017)

IDAHO

State of Emergency: Governor Brad Little declared a state of emergency on March 12.

Price-Gouging Law: Under [Idaho Code, § 48.603](#), it is unlawful to sell select goods (food, fuel, water, and pharmaceuticals) at an exorbitant or excessive price for the duration of a declared emergency. This statutory language does not apply to rental housing.

Late Fee Law: None.

Other Commentary: Idaho does not limit the amount a landlord can charge a tenant for a late fee.

ILLINOIS

State of Emergency: Governor JB Pritzker declared a state of emergency on March 9.

Price-Gouging Law: Under [Illinois Code, §465.10](#), statutory law governs price gouging of petroleum and gas products during times of state or national shortage. There is no statutory language governing the restriction or control of rental housing pricing during times of emergency.

Late Fee Law: None at state level.

Chicago

Late Fee Law: [Chicago Municipal Code, § 5-12-140 \(h\)](#)- Rental agreement.

Except as otherwise specifically provided by this chapter, no rental agreement may provide that the landlord or tenant:

(h) Agrees that a tenant shall pay a charge, fee or penalty in excess of \$10.00 per month for the first \$500.00 in monthly rent plus five percent per month for any amount in excess of \$500.00 in monthly rent for the late payment of rent.

Other Commentary: If the tenant fails to pay rent on time, the landlord may charge a late fee of \$10.00 per month on rents under \$500 plus 5 percent per month on that part of the rent that exceeds \$500.00 (i.e., for a \$450.00 monthly rent the late fee is \$10.00, for a \$700 monthly rent the late fee is \$10 plus 5% of \$200.00 or \$20.00 total) (eff. 1-1-92).

Cook County

Eviction: The Cook County Sheriff's Office has [suspended the execution of all writs of possession](#) and jail visits after Sheriff deputies came into contact with an individual exhibiting symptoms of the virus during an eviction last week.

Cook County Circuit Court has [suspended eviction cases](#) for the next 30 days starting Tuesday March 16th. Suits can still be filed but civil cases are postponed, and eviction and foreclosure orders will not be entered.

INDIANA

State of Emergency: Governor Eric Holcomb declared a public health emergency on March 6.

Price-Gouging Law: Under [Indiana Code, § 4.6.9.1.2](#), statutory law governs price gouging of petroleum and gas products during a declared emergency. There is no statutory language governing the restriction or control of rental housing pricing during times of emergency.

Late Fee Law: [Indiana Code, § 32-31-3-6](#)- Security Deposits, "Rent" defined.

Sec. 6. As used in this chapter, "rent" includes all payments made to a landlord under a rental agreement except a security deposit, however denominated.

Relevant case law: [Gershin v. Demming](#), [Nylen v. Park Doral Apartments](#).

Other commentary: Whether any particular amount is 'legal' depends on whether the amount is considered a penalty (which would make it unenforceable) or a liquidated damage provision. In order to avoid a penalty, late fees must be proportionate to the actual loss suffered.

IOWA

State of Emergency: Governor Kim Reynolds signed a proclamation of disaster on March 9.

Price-Gouging Law: Under [Iowa Code, § 61.31.1](#), it is unlawful to charge excessive pricing for merchandise needed by victims upon the declaration of an emergency and the subsequent recovery period, which shall not exceed six months from the date of the declaration. The goods and services included as necessary are, but not limited to, water, food, medicines, sanitation supplies, utilities, building materials, and materials for cleanup and repair. Rental housing is not specifically mentioned as a service or article of merchandise needed by victims of disasters.

Late Fee Law: [Iowa Code, § 562A.9, Subsection 4](#)- Terms and conditions of rental agreement. 4. For rental agreements in which the rent does not exceed seven hundred dollars per month, a rental agreement shall not provide for a late fee that exceeds twelve dollars per day or a total amount of sixty dollars per month. For rental agreements in which the rent is greater than seven hundred dollars per month, a rental agreement shall not provide for a late fee that exceeds twenty dollars per day or a total amount of one hundred dollars per month.

Other Commentary: Late fees under Iowa law (and practice) can only be assessed against an unpaid amount of monthly rent—the late fees cannot be assessed against a tenant if the tenant has an unpaid balance on the tenant ledger, consisting of amounts other than rent (i.e., pet rent, damage repair costs, etc.).

KANSAS

State of Emergency: Governor Laura Kelly declared a state of emergency on March 12.

Eviction: Kansas Governor Laura Kelly [signed an executive order](#) on March 17th, halting mortgage foreclosures and rent evictions in the state through May 1 in wake of the spread of COVID-19 in the U.S.

Price-Gouging Law: Under [Kansas Code, § 50.6.160](#), it is unlawful to unjustifiably increase the price of necessary property or services during a time of disaster. Goods and services charged at a rate of 25 percent more than prior to a declaration emergency will be considered evidence of grossly excessive pricing. According to the statutory language, housing is deemed necessary property and falls under regulation of this chapter. The language of this statute will hold for the duration of the declared emergency or 30 days after its occurrence, whichever is longer.

Late Fee Law: [Kansas Code, § 58-2543\(j\)](#)- Personal and Real Property. Definitions.

(j) "Rent" means all payments to be made to the landlord under the rental agreement, other than the security deposit.

Other Commentary: "Rent" is defined as all payments to be made to the landlord under the rental agreement; late fees must be written into the lease. As a practical matter, the late fee should not exceed 25% of the lease amount, because the fees are always subject to attack as being unconscionable or an unlawful penalty. Some Kansas judges do not allow them at all.

Riley County

Eviction: Riley County District Court has implemented a [moratorium](#) on evictions until April 3.

KENTUCKY

State of Emergency: Governor Andy Beshear declared a state of emergency on March 6.

Price-Gouging Law: Under [Kentucky Code, § 367.374](#), it is unlawful to sell, rent, or offer to sell or rent a variety of services at prices in gross excess of their price prior to a declaration of emergency. In Kentucky, housing is included in these offered services. A price does not violate this statute if it is related to additional costs imposed by the supplier of the good onto the seller, if the price is 10 percent or less than the price prior to the declaration of emergency, 10 percent or less than the sum of the seller's cost and normal markup, or is generally consistent with fluctuations across regional, national, or international markets. The language of this statute can hold for up to three additional 15-day periods.

Late Fee Law: None.

Louisville

Eviction: At 9am Tuesday, March 17th, The Jefferson County Sheriff was [ordered to stop executing eviction orders](#).

Lt. Col. Carl Yates said the agency "got word from the courts" to stop executing the orders late Monday evening. He said Louisville Mayor Greg Fischer also announced the procedure change on the radio Tuesday morning.

The sheriff executed 14 eviction orders on Monday and had more than 60 scheduled for this week. The remaining orders will be put on hold until further notice, Yates said.

LOUISIANA

State of Emergency: Governor John Bel Edwards declared a state of emergency on March 11.

Price-Gouging Law: Under [Louisiana Code, § 732](#), it is unlawful to exceed prices ordinarily charged for goods and services prior to declarations of emergency. The statutory language applies to the sales of petroleum and gas products. However, other specific goods and services, such as rental housing, are not identified in the statute.

Late Fee Law: None.

Other Commentary: Late fees cannot be charged unless provided for in the lease agreement. For oral leases, fees must be agreed upon orally. Unreasonably high fees can be contested. Information available from LA Attorney General's Office document titled: [A Guide to LA Landlord & Tenant Laws; Non-Payment of Rent section](#) page 12.

MAINE

Late Fee Law: [Maine Code, §6028](#)- Penalties for late payment of rent.

A landlord may assess a penalty against a residential tenant for late payment of rent for a residential dwelling unit according to this section.

1. Late payment. A payment of rent is late if it is not made within 15 days from the time the payment is due.
2. Maximum penalty. A landlord may not assess a penalty for the late payment of rent which exceeds 4% of the amount due for one month.
3. Notice in writing. A landlord may not assess a penalty for the late payment of rent unless the landlord gave the tenant written notice at the time they entered into the rental agreement that a penalty, up to 4% of one month's rent, may be charged for the late payment of rent.

[For mobile home parks: Maine Code, §9097-C](#)- Penalties for late payment of rent.

The owner of a mobile home park or the owner's agents may assess a penalty against a tenant for late payment of rent under this section.

1. Late payment. A payment of rent is late if it is not made within 15 days from the time the payment is due.
2. Maximum penalty. The owner of a mobile home park or the owner's agents may not assess a penalty for the late payment of rent that exceeds 4% of the amount due for one month.
3. Notice in writing. The owner of a mobile home park or the owner's agents may not assess a penalty for the late payment of rent unless the owner of a mobile home park or the owner's agents gives the tenant written notice at the time the owner of a mobile home park or the

owner's agents and tenant enter into the rental agreement that a penalty, up to 4% of one month's rent, may be charged for the late payment of rent.

MARYLAND

State of Emergency: Governor Larry Hogan announced a state of emergency on March 5.

Price-Gouging Law: Maryland does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: [Maryland Code, § 8-208\(d\)\(3\)](#)- Written leases; supplementary rights afforded by local law or ordinance; prohibited provisions not enforceable; damages; severability.

(d) A landlord may not use a lease or form of lease containing any provision that:

(3) (i) Provides for a penalty for the late payment of rent in excess of 5% of the amount of rent due for the rental period for which the payment was delinquent; or

(ii) In the case of leases under which the rent is paid in weekly rental installments, provides for a late penalty of more than \$3 per week or a total of no more than \$12 per month.

Other Commentary: Any county code which affords a greater right or benefit to the tenant will supersede any state provision which provides a conflicting lesser right or benefit to the tenant. Therefore, the codes of Prince Georges, Montgomery, and Howard Counties relating to late fees supersede the late fee provision of state law.

Baltimore City

Eviction: [Per the Baltimore Sun](#), Mayor Jack Young, along with the city's sheriff and a district judge, has suspended all eviction actions while schools are closed in the city by executive action.

Maryland's public schools closed today for the next two weeks in an attempt to slow the spread of COVID-19.

The closure is subject to an extension.

Howard County

Late Fee Law: [Howard County Code, § 17.1010\(9-10\)](#)- Prohibited lease provisions.

A lease may not:

(9) Provide for a penalty or subject the tenant to legal action for non-payment of rent if the delinquent payment is made within five days after the date on which the rent is due;

(10) Impose a penalty in excess of five percent of the amount of rent due for the rental period for which payment is delinquent.

Other commentary: Any county code which affords a greater right or benefit to the tenant will supersede any state provision which provides a conflicting lesser right or benefit to the

tenant. Therefore, the codes of Prince Georges, Montgomery, and Howard Counties relating to late fees supersede the late fee provision of state law.

Montgomery County

Eviction: The sixth district court of Maryland for Montgomery County [has issued stay](#) on all evictions for an initial period of 15 days, and subject 15 day renewals, until further notice from the court.

Late Fee Law: [Montgomery County Code, § 29-27\(f\)](#)- Contents of lease.

Each lease for rental housing located in the County must:

(f) Contain no provision for penalty for late payment in excess of 5 percent of the amount of rent due for the rental period for which payment is delinquent.

Other commentary: Any county code which affords a greater right or benefit to the tenant will supersede any state provision which provides a conflicting lesser right or benefit to the tenant. Therefore, the codes of Prince Georges, Montgomery, and Howard Counties relating to late fees supersede the late fee provision of state law.

Prince George County

Late Fee Law: [Prince George County Code, § 13-158](#). Late fees.

The landlord shall be entitled to charge a late fee of not more than one percent (1%) of the total monthly rental payment per day for each day the tenant is late, commencing with the sixth (6th) day of the period for which rent is due and being paid, not to exceed a total of five percent (5%) of the total monthly rental payment. However, if the tenant receives public assistance pursuant to Sections 48, 65A, 65B, and 65C of Article 88A of the Annotated Code of Maryland, and the public assistance check has not been mailed to the tenant by the State Department of Human Services on or before the date the rent is due, the landlord shall be entitled to charge the late fee commencing on the sixth (6th) day after the day the public assistance check was actually mailed. It shall be the responsibility of each tenant who receives public assistance to inform the landlord, in writing, that the public assistance check was mailed later than the day upon which the rent was due, and to provide reasonable, satisfactory evidence to establish this fact. In the case of leases under which the rent is paid in weekly rental installments, a penalty of Three Dollars (\$3.00) may be charged for the late payment of rent. However, no late penalties for rent paid under a lease providing for weekly rental installments shall constitute, in the aggregate, more than Twelve Dollars (\$12.00) per month. Provided further, that in no event should the landlord demand the payment of any fees or other charges except rent, court filing fees, and court awarded costs as a condition precedent to allowing the tenant to exercise his right to redeem the leased dwelling unit as provided for by the Real Property Article of the Annotated Code of Maryland; provided, however, that the foregoing shall not apply to any tenant against whom three (3) judgments of possession have been entered for rent due and unpaid in the twelve (12) months prior to the initiation of the action to which the foregoing would otherwise apply. The landlord shall be entitled to recover only those costs and/or filing fees actually incurred. If requested in writing, the landlord shall provide the tenant with a written statement of charges actually incurred, to include the District Court (Landlord-Tenant) case number and a copy of the complaint form. Any such request by the tenant must be made within thirty (30) days of the costs being assessed and may not cover any other request for filing costs assessed in excess of one

hundred eighty (180) days. Nothing in this Section shall be interpreted to alter a landlord's remedies to recover damages due from a tenant arising from breach of a lease or provisions of law.

Other Commentary: Any county code which affords a greater right or benefit to the tenant will supersede any state provision which provides a conflicting lesser right or benefit to the tenant. Therefore, the codes of Prince Georges, Montgomery, and Howard Counties relating to late fees supersede the late fee provision of state law.

MASSACHUSETTS

State of Emergency: Governor Charlie Baker declared a state of emergency on March 10.

Eviction: House Rep. Mike Connolly and House Chair of the Joint Committee on Housing Rep. Kevin Honan have filed legislation to halt evictions and foreclosures in the state for the duration of the COVID-19 emergency.

The bill is [HD.4935](#), *An Act Providing for a Moratorium on Evictions and Foreclosures During the COVID19 Emergency*.

Under the legislation, no court of jurisdiction that decides eviction actions shall enter judgements for plaintiffs for possession of a rental housing unit, issue writs of possession, accept a filling for a writ of possession, or deny, upon the request of a defendant, a stay of execution or continuance of a summary process case from the date of Governor Baker's emergency declaration on March 10, 2020.

Any deadline for a period of action by a defendant in an eviction case is suspended until the emergency declaration is rescinded by the Governor.

No sheriff, constable, or other person shall execute a writ of possession and physically remove a resident household from an apartment.

Prohibits foreclosures.

Price-Gouging Law: Under [Massachusetts Code, § 940.3.18](#), it is unlawful to sell any petroleum or gas product at an unconscionably high price. The statutory language does not apply to any other goods or services.

Late Fee Law: [Massachusetts General Law, Ch. 186, § 15B\(1\)\(c\)](#)- Entrance of premises prior to termination of lease; payments; receipts; interest; records; security deposits.

(c) No lease or other rental agreement shall impose any interest or penalty for failure to pay rent until thirty days after such rent shall have been due.

[Massachusetts Code, 940 CMR 3.17 \(6\)\(a\)](#)- Landlord-Tenant.

(6) Miscellaneous. It shall be an unfair and deceptive practice for an owner to:

(a) Impose any interest or penalty for late payment or rent unless such payment is 30 days overdue.

Other commentary: Per NAA’s locally retained counsel, computer programs which assess late charges at the end of the month (i.e. February 28th) are NOT in compliance. The fee should be assessed on day 31. In addition, while the CMR language is accurate, there is recent case law that a violation of a CMR is not "per se" a consumer protection violation (unfair and deceptive act).

Boston

Eviction: The [Boston Housing Authority notified](#) the state Housing Court Thursday that it will not pursue “non-essential eviction actions” defined as non-payment cases that do not include allegations of criminal activity or lease violations with health and safety impacts. This remains in place for as long as Governor Charlie Baker’s declared state of emergency lasts.

Boston Mayor Martin Walsh, the Massachusetts Apartment Association, and the Massachusetts Association of Community Development Corporation, a trade group for nonprofit affordable housing operators, joined Saturday (March 14th) in instructing apartment management staff to suspend eviction actions for [90-days](#).

Greg Casil, CEO of the Greater Boston Real Estate Board (GBREB), said the moratorium could extend further. GBREB is urging smaller landlords to join in the effort.

Lawrence

Eviction: On March 18th, The City Council unanimously approved Mayor Daniel Rivera’s request for an emergency resolution calling for a [60-day moratorium on rent and mortgage payments](#) for those who have lost pay because of school or business closures.

A virtual City Council meeting will take place March 31, at which the council will be asked to determine parameters for the proposed ordinance.

Quincy

Rental Assistance: [Per The Patriot Ledger](#), the Quincy Affordable Housing Trust Fund Committee approved the use of \$1 million to provide direct rent assistance for workers economically impacted by COVID-19. Criteria for the program has yet to be established.

MICHIGAN

State of Emergency: Governor Gretchen Whitmer declared a state of emergency on March 10.

Price-Gouging Law: Under [Michigan Code, § 445.903](#), it is unlawful, regardless of a declaration of emergency, to charge a consumer a price that is grossly in excess of the price at which similar property or services are sold. Rental housing and housing facilities are not expressly identified in this statute.

Late Fee Law: None.

Other Commentary: A late fee cannot be imposed as a penalty. It must reimburse the landlord for the costs associated with having to collect late rent. Some courts have limited late fees by their own arbitrary opinions of what a penalty is. Certainly, for any chance to collect a late fee, it must be in the lease.

Detroit

Eviction: 36th District Court Chief Judge William McConico [issued an eviction moratorium](#) effective immediately on Monday (March 16th).

Lansing

Eviction: [The Lansing Housing Commission](#), which manages more than 800 public housing units in the city of Lansing, has instituted a moratorium on new evictions "indefinitely."

MINNESOTA

State of Emergency: Governor Tim Walz declared a state of emergency on March 13.

Price-Gouging Law: Minnesota does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: [Minnesota Code, § 504B.177](#)- Late Fees.

(a) A landlord of a residential building may not charge a late fee if the rent is paid after the due date, unless the tenant and landlord have agreed in writing that a late fee may be imposed. The agreement must specify when the late fee will be imposed. In no case may the late fee exceed eight percent of the overdue rent payment. Any late fee charged or collected is not considered to be either interest or liquidated damages. For purposes of this paragraph, the "due date" does not include a date, earlier than the date contained in the written or oral lease by which, if the rent is paid, the tenant earns a discount.

(b) Notwithstanding paragraph (a), if a federal statute, regulation, or handbook permitting late fees for a tenancy subsidized under a federal program conflicts with paragraph (a), then the landlord may publish and implement a late payment fee schedule that complies with the federal statute, regulation, or handbook.

Relevant case law: [Hous. & Redevelopment Auth. Of Duluth v. Lee, 852 N.W. 2d 683 \(MN 2013\)](#).

Other Commentary: The late fee statute, Minn. Statute 504B.177, limits late fees to "eight percent of the overdue rent payment."

MISSISSIPPI

State of Emergency: Governor Tate Reeves declared a state of emergency on March 14

Price-Gouging Law: Under [Mississippi Code, § 75.24.25](#), it is unlawful to charge prices for goods and services, during a declaration of emergency, in excess of their ordinarily charged prices immediately prior to a declaration of emergency. Applicable goods and services are not defined under the language of this statute.

Late Fee Law: None.

Other Commentary: There is no limit on late payment fees for rent.

MISSOURI

State of Emergency: Governor Mike Parsons declared a state of emergency on March 13.

Price-Gouging Law: Under [Missouri Code, 60.8.030](#), it is unlawful to charge within an area of disaster or community after a declaration of emergency, an excessive price for any necessity. However, the language is broad and does not specify what constitutes a “necessity”.

Late Fee Law: None.

Other Commentary: If lease/rental agreement does not include anything about late fees, landlords cannot impose them. As a practical matter, late fees should not exceed 25% of the lease amount, because the fees are always subject to attack as being unconscionable or an unlawful penalty. Some Missouri judges do not allow them at all.

MONTANA

State of Emergency: Governor Steve Bullock declared a state of emergency on March 12.

Price-Gouging Law: Montana does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: [Montana Code, § 70-25-201\(1,4\)](#)- Security deposit -- deductions authorized therefrom.

(1) A landlord renting property covered by this chapter may deduct from the security deposit a sum equal to the damage alleged to have been caused by the tenant, together with a sum equal to the unpaid rent, late charges, utilities, penalties due under lease provisions, and other money owing to the landlord at the time of deduction, including rent owed under 70-24-441(3), and a sum for actual cleaning expenses, including a reasonable charge for the landlord's labor.

...

(4) A person may not deduct or withhold from the security deposit any amount for purposes other than those set forth in this section.

Other Commentary: Late charges are allowed to be deducted from a security deposit.

NEBRASKA

State of Emergency: Governor Pete Ricketts declared a state of emergency on March 13.

Price-Gouging Law: Nebraska does not have statutory language regulating price gouging during declarations of emergency

Late Fee Law: [Nebraska Code, § 76-1410\(10\)](#). Rent means all payments to be made to the landlord under the rental agreement.

Other Commentary: No statute on point. Late fees should be as agreed to in the lease. Nebraska's Uniform Residential Landlord and Tenant Act does have statutes that indirectly address late fees. [Section 76-1416](#) discusses security deposits and prepaid rent. In [§ 76-1416\(2\)](#), a landlord can deduct any rent owed by the tenant and any damages the landlord

has suffered from any security deposit and prepaid rent. Under that statute, a landlord can deduct late fees from any prepaid rent and security deposit.

NEVADA

State of Emergency: Governor Steve Sisolak declared a state of emergency on March 12.

Price-Gouging Law: Nevada does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Laws: [Nevada Code, § 118A.200 \(3\)\(g\)](#)- Rental agreements: Signing; copies; required provisions; disputable presumptions; use of nonconforming agreement unlawful.

3. Any written rental agreement must contain, but is not limited to, provisions relating to the following subjects:

...

(g) Charges which may be required for late or partial payment of rent or for return of any dishonored check.

[Nevada Code, § 118A.150](#)- "Rent" defined.

"Rent" means all periodic payments to be made to the landlord for occupancy of a dwelling unit, including, without limitation, all reasonable and actual late fees set forth in the rental agreement.

[Nevada Code, § 118A.230](#)- Rental agreements: Unconscionability.

1. If the court as a matter of law finds that a rental agreement or any of its provisions was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision or limit the application of any unconscionable provision to avoid an unconscionable result.

2. If unconscionability is put in issue by a party or by the court upon its own motion, the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making its determination.

Other Commentary:

Evictions: Existing law allows a landlord to include late fees in the initially served "Non-Payment of Rent" Notice as they fall within the statutory definition of rent. Existing law also allows a landlord to refuse a payment made in satisfaction of the initially served "Non-Payment of Rent" Notice if it fails to include reasonable late fees (Nevada Code §40.253(9)). The Justice Courts have authority to review and determine if the late fees set forth in the rental agreement/included in the eviction notice are in fact "reasonable" and can choose to reduce or waive them if desired. No set standard for reasonableness exists and individual judges exercise their own discretion. An initial late fee and/or daily late fees are typically deemed to be reasonable provided they do not exceed 30-35% of base rent; once late fees exceed this range, begin to account for a substantial portion of the default, or otherwise make it impossible for a tenant to cure the default (i.e., low-income housing eviction), the judges take notice. The Justice Courts also have authority to outright refuse to consider late fees if they deem same to be unconscionable (§118A.230). The standard for unconscionability is

something that “shocks the conscious” - and late fees that exceed (or come dangerously close to exceeding) the base monthly rent are typically deemed unconscionable.

Small Claims: Attempting to recoup unpaid late fees in Small Claims Court is not often problematic provided the late fees are expressly indicated in the rental agreement and the landlord's accounting evidence reflects non-payment. Notwithstanding, Judges sometimes will reduce or refuse to award damages for such unpaid fees if they are deemed unconscionable (Nevada Code §118A.230).

Las Vegas

Evictions: [Per the Las Vegas Sun](#), the Las Vegas Justice Court, which handles eviction proceedings for the city, has suspended eviction proceedings effective Tuesday, March 17th for at least 30 days, per an order from Nevada Supreme Court Chief Justice Kristina Pickering.

Landlords can still file eviction complaints, but if tenants do not respond to them, they will not get issued a default eviction by the court within seven to 10 days as is typical.

Reno

Eviction: [Per NBC News 4](#), Reno city leaders are expected to consider measures to halt eviction proceedings during the coronavirus crisis, councilwoman Naomi Duerr told News 4-Fox 11.

Duerr said she recently recommended to Mayor Hillary Schieve an ordinance, similar to others going into effect around the country, that would temporarily stop evictions.

NEW HAMPSHIRE

State of Emergency: Governor Chris Sununu declared a state of emergency on March 12.

Eviction: [Per NPR](#), Governor Sununu issued an [executive order](#) on Tuesday, March 17th banning all eviction proceedings and foreclosures until the state of emergency is lifted. He also barred utilities - including electric, gas, water, telephone, cable, fuel and internet providers - from disconnecting service for non-payment.

Price-Gouging Law: New Hampshire does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: None.

Other Commentary: No statute on point. If tenant has not paid rent, notice-to-quit demand for nonpayment of rent must explain the tenant's right to defeat eviction by paying the rent owed plus \$15 before the last day of the notice-to-quit demand according to [page 226](#) of the renting section of the New Hampshire consumer sourcebook.

NEW JERSEY

State of Emergency: Governor Phil Murphy declared a state of emergency on March 9.

Eviction: According to the New Jersey Apartment Association (NJAA), New Jersey is operating under a temporary suspension of landlord-tenant court and evictions. At the same time, the General Assembly just voted on a bill that would allow the governor, through executive order, to temporarily halt the execution of a warrant for removal (an eviction) during states of emergency. NJAA is with the bill sponsor and stakeholders on the legislation and anticipate that there will be further amendments. It was introduced and voted on by the Assembly in a single day. The legislation can be referenced [here](#).

Update 3/17/20: Amendments to the bill allow for exceptions as determined by the courts, specifically if “the court determines on its own motion or motion of the parties that removal is in the interests of justice”

Update 3/20/20: Today the Governor signed A-3859 into law, which explicitly provides authority to the Governor to issue an executive order declaring a moratorium on removing individuals from their homes pursuant to an eviction or foreclosure proceeding. The Governor then immediately signed Executive Order No. 106, which imposes such a moratorium.

Small Business Association Loans: For those businesses with an immediate financial need, the U.S. Small Business Administration has approved Gov. Phil Murphy’s request for a disaster designation, opening up access to the SBA’s Economic Injury Disaster Loan program to New Jersey businesses hit hard by the COVID-19 pandemic.

SBA’s Economic Injury Disaster Loans offer up to \$2 million in assistance for small businesses and private non-profits. These loans provide vital economic support to help overcome the loss of revenue caused by COVID-19.

Loans may be used to pay fixed debts, payroll, accounts payable, and other bills that can’t be paid because of the disaster’s impact. The interest rate is up to 3.75% for small businesses without credit available elsewhere. The interest rate for non-profits is up to 2.75%.

Loan terms are up to a maximum of 30 years. SBA will determine an appropriate payment based on the financial condition of the borrower, which also will determine the loan term.

Details regarding the SBA loan program can be found online at:
<https://faq.business.nj.gov/en/articles/3789809>.

Price-Gouging Law: Under [New Jersey Code, § 56.8.107](#), it is unlawful to sell goods or services at prices in excess of 10 percent of their rate during the time immediately prior to a state of emergency. While the statutory language does identify common goods for sale, it does not specify rental housing as a covered service.

NJAA notes New Jersey’s price gouging law prohibits excessive price increases during a declared State of Emergency, or for 30 days after the termination of the emergency. This applies to rents as well as consumer goods.

Late Fee Laws: [New Jersey Code, § 2A:42-6.1](#)- Grace period for payment of rent.

* A person to whom rent is due and payable on the first of the month upon a lease or other agreement shall allow a period of five business days grace in which the rent due shall be paid. No delinquency or other late charge shall be made which includes the grace period of five business days. As used in this section, "business day" means any day other than a

Saturday, Sunday or State or federal holiday. (*This is a Senior Citizens Five Day Grace Period Statute)

[New Jersey Code, § 2A:42-6.3](#)- Applicability of act.

The provisions of this act shall only be applicable to premises rented or leased by senior citizens receiving Social Security Old Age Pensions, Railroad Retirement Pensions or other governmental pensions in lieu of Social Security Old Age Pensions, and by recipients of Social Security Disability Benefits, Supplemental Security Income or benefits under Work First New Jersey.

Other Commentary: This provision is only applicable to senior citizens receiving Social Security Old Age Pensions, Railroad Retirement Pensions or other governmental pensions in lieu of Social Security OAPs, and to recipients of Social Security Disability Benefits, Supplemental Security Income or benefits under Work First New Jersey. "Summary dispossession actions permit landlords to secure performance of rental obligations." [Community Realty Management, Inc. v. Harris, supra, 155 N.J. at 242, 714 A.2d 282](#). However, a landlord may not evict a tenant for failure to pay tangential fees such as late charges, attorneys' fees, or costs unless the lease provides that such fees are collectable as rent. Id. Late fees must be defined as "additional rent" under the lease to collect same in a summary dispossession action. "To establish good cause for eviction, and to require the payment of outstanding late fees to avoid an eviction under N.J.S.A. 2A:18-55, the late fees must either constitute 'additional rent' or the 'accrued costs of the proceedings'. See [Housing Authority & Urban Redevelopment Agency of the City of Atlantic City v. Taylor](#). "In that event, a court may order payment of rent, including any authorized 'additional rent,' to obtain dismissal of a summary dispossession complaint and avoid eviction." Id. Additionally, a landlord's ability to evict is further circumscribed when a tenant's rent is federally subsidized. Because "rent" is statutorily defined for Section 8 tenants, [42 U.S.C.A. § 1437a\(a\)\(1\)](#), Section 8 tenants can only be evicted for nonpayment of rent as defined by federal law, not as defined pursuant to a rental agreement." [Hodges v. Sasil Corporation, 189 N.J. 210, Supreme Court of New Jersey 2007](#). (**NOTE: THESE CASES ONLY APPLY TO SUMMARY DISPOSSESS ACTIONS ONLY AND NOT BE APPLICABLE TO RENT COLLECTION ACTIONS**)

Newark

Eviction: Mayor Ras Baraka announced [a moratorium on the eviction of renters](#) directly or indirectly affected by a quarantine order for non-payment of rent on March 15th, meaning they have either been quarantined themselves or are [caring for people who are quarantined](#).

Other Commentary: The city also instituted a 60-day extension on tax payments, a waiver of associated fees for residents. The city also suspended water shut-offs.

NEW MEXICO

State of Emergency: Governor Michelle Lujan Grisham declared a state of emergency on March 11.

Price-Gouging Law: New Mexico does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: [New Mexico Code, § 47-8-15\(D\)](#)- Payment of rent.

(D) If the rental agreement provides for the charging of a late fee, and if the resident does not pay rent in accordance with the rental agreement, the owner may charge the resident a late fee in an amount not to exceed ten percent of the total rent payment for each rental period that the resident is in default. To assess a late fee, the owner shall provide notice of the late fee charged no later than the last day of the next rental period immediately following the period in which the default occurred.

Relevant case law: [Hedicke v. Gunville](#). This is a good case to remind landlords that they must comply with the notice requirement in the statute before late fees are collected.

Santa Fe

Eviction: Mayor Alan Webber [announced](#) an update to the city's emergency proclamation on March 17th that indefinitely freezes evictions during the COVID-19 crisis.

"The mayor is prohibiting the eviction of residential and commercial property tenants whose ability to pay has been adversely impacted by the public health emergency," reads a notice the city sent by email.

NEW YORK

State of Emergency: Governor Andrew Cuomo declared a state of emergency on March 13.

Eviction: New York State's chief administrative judge has [indefinitely suspended](#) eviction proceedings in housing court throughout the state amid the Covid-19 outbreak. The measure takes effect March 16 at 5 p.m. On March 20th, Governor Cuomo [announced](#) a 90 day moratorium on evictions for residential and commercial tenants.

Mortgage Relief: The Governor also announced the Department of Financial Services has issued a new directive to New York State mortgage servicers to provide [90-day mortgage relief to mortgage borrowers impacted by the novel coronavirus](#). The directive includes:

- Waiving mortgage payments based on financial hardship;
- No negative reporting to credit bureaus;
- Grace period for loan modification;
- No late payment fees or online payment fees; and
- Postponing or suspending foreclosures.

Additionally, the Governor has asked DFS to instruct state-chartered banks to waive ATM fees, late fees, overdraft fees and fees for credit cards to help lessen the financial hardship of the COVID-19 pandemic.

Price-Gouging Law: Under [New York Code, § 396-r](#), it is unlawful for any individual within a supply chain to sell or offer goods or services at an unconscionably excessive price during a state of emergency. Excessive pricing is determined through comparison of pricing prior to the declaration of emergency as well as pricing of similar items in neighboring communities. The statutory language specifically distinguishes milk as a covered good under this regulation but does not distinguish any further goods or services.

Late Fee Law: None.

Other Commentary: Where the clause in initial vacancy lease allows for late fees to be charged by a certain date, the fees can be no more than 5% of the monthly rent currently being charged and collected, according to the lawful fees section of the [New York State Division of Housing and Community Renewal fact sheet](#). Anything exceeding that amount has been held to constitute an unlawful penalty and will not be enforced. [K.I.D.E. Associates, Ltd. v. Garage Estate Co.](#) is a leading case on this issue. Though it involves a commercial tenancy, the principal is followed in the context of residential tenancies.

New York City

Eviction: The New York City Housing Authority has issued a temporary moratorium on evictions for those living in public housing. Mayor Bill de Blasio said at a recent press conference that he wants to “freeze up evictions as much as humanly possible” and offered support [through the city’s Human Resources Administration](#) to those faced with the looming prospect of eviction.

New York City courts have announced [a temporary moratorium](#) on evictions in the city and suspended the issuance of new eviction warrants when a tenant fails to appear in court.

NORTH CAROLINA

State of Emergency: Governor Ray Cooper declared a state of emergency on March 10.

Eviction: North Carolina will [stop](#) eviction and foreclosure hearings for the next 30 days as part of the court system’s latest effort to reduce courthouse traffic and slow the spread of the COVID-19.

The Chief Justice of the NC Supreme Court [issued an order](#) late last week mandating that all Superior and District Court cases be continued for at least 30 days (that would include any and all summary ejection proceedings). The Clerks are still accepting new filings, but the court date assigned would not take place until after this 30 day period (which presumably began on 3/16) has elapsed.

The order was not an effort to address the difficulties residents might have regarding the payment of rent; rather it was designed to eliminate as much physical contact/human presence as possible in the courthouse and courtrooms.

Price-Gouging Law: Under [North Carolina Code, § 75.38](#), it is unlawful to charge a price that is unreasonably excessive for a variety of goods and services during a state of emergency. Although rental housing is not specifically identified, goods and services that preserve, protect, or sustain life, health, safety, or economic well-being may be broadly interpreted to encapsulate housing. Excessive pricing shall be determined by whether the price charged is attributable to additional costs imposed by the seller’s supplier, the price charged exceeds the seller’s average price in the 60 days prior to the declaration, and any fluctuations occurring in the regional, national, or international market. This statutory language shall hold till the expiration of the declaration of emergency or 45 days after the declaration, whichever is earlier.

Late Fee Laws: [North Carolina Code, § 42-46 \(a-b;d\)](#)- Authorized late fees and eviction fees.
(a) In all residential rental agreements in which a definite time for the payment of the rent is

fixed, the parties may agree to a late fee not inconsistent with the provisions of this subsection, to be chargeable only if any rental payment is five days or more late. If the rent: (1) Is due in monthly installments, a landlord may charge a late fee not to exceed fifteen dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater. (2) Is due in weekly installments, a landlord may charge a late fee not to exceed four dollars (\$4.00) or five percent (5%) of the weekly rent, whichever is greater. (3) Repealed by Session Laws 2009-279, s. 4, effective October 1, 2009, and applicable to leases entered into on or after that date. (b) A late fee under subsection (a) of this section may be imposed only one time for each late rental payment. A late fee for a specific late rental payment may not be deducted from a subsequent rental payment so as to cause the subsequent rental payment to be in default. (d) A lessor shall not charge a late fee to a lessee pursuant to subsection (a) of this section because of the lessee's failure to pay for water or sewer services provided pursuant to G.S. 62-110(g).

Other Commentary: A late fee may be imposed only one time for each late rental payment. A late fee for a specific late rental payment may not be deducted from a subsequent rental payment so as to cause the subsequent rental payment to be in default. Assessing late fees is statutorily accepted across NC. The only case to be familiar with is [Friday vs. UDRT 155 NC APP 67](#) which stands for the proposition that if a property owner/operator charges more than the amount authorized by statute, the provision is void and the owner/operator is not entitled to any late fees. If an owner/operator attempts to charge and collect a late fee not authorized by statute, the demand of such amount is arguably an Unfair and Deceptive Trade Practice under the NC Fair Debt Collection Practices Act.

Mecklenburg County (Charlotte)

Eviction: Mecklenburg County Sheriff Garry McFadden is [asking](#) the court system to stop issuing eviction notices for 30 days due to the Covid-19 pandemic.

NORTH DAKOTA

State of Emergency: Governor Doug Bergum declared a state of emergency on March 13.

Price-Gouging Law: North Dakota does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: None.

Other commentary: The lease must state if there is a late fee, the amount, and when it is charged, according to the [rent section](#) of the North Dakota Tenants Rights.

OHIO

State of Emergency: Governor Mike DeWine declared a state of emergency on March 9

Price-Gouging Law: Ohio does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: None.

Other commentary: Many Ohio judges do not allow them at all. Many Kansas judges limit the amount of late fees on their own discretion. Some limit this to \$20 without statutory authority.

Cleveland

Eviction: Cleveland Municipal Housing Court [announced](#) that, starting March 16 and continuing through April 3, criminal cases on Judge W. Mona Scott's docket will be canceled to help prevent the spread of Covid-19. Eviction hearings will continue as scheduled, at least for now. "This policy concerning evictions is fluid and will continue to be monitored," the judge said in a news release. The City Council may consider an eviction moratorium.

Update 3/17: Cleveland City Council President Kevin Kelley [has requested an immediate suspension of evictions](#), for at least 60 days, for people experiencing economic hardship caused by the novel coronavirus pandemic.

In a letter dated Monday that Kelley sent to Cleveland Housing Court Judge W. Mona Scott and shared on Twitter, Kelley said the council will take legislative action on the matter at its next meeting, March 23.

OKLAHOMA

State of Emergency: Governor Kevin Stitt declared a state of emergency on March 15.

Price Gouging Law: Under [Oklahoma Code, § 15.777.4](#), it is unlawful to sell, rent, or lease any goods or services, including dwelling units, at a rate of 10 percent more than a good or services price immediately prior to the declaration of emergency. This statutory language holds for the duration of a declaration of emergency and for 30 days thereafter. Upon expiration of the state of emergency, no individual shall sell, rent, or lease any goods or services, including dwelling units, at a rate of 10 percent more than good or services price immediately prior to the declaration of emergency. This statutory language holds for 180 days proceeding the expiration of a state of emergency.

Late Fee Law: None.

Relevant case law: [Sun Ridge Investors v. Parker](#). Sun Ridge holding made per diem late fees illegal and unenforceable. The courts are still enforcing a one-time monthly late fee and in Oklahoma County the fee is capped at \$50 dollars per month for residential Landlord/Tenant.

Other commentary: Per diem late fees are illegal and unenforceable (Sun Ridge). The courts are still enforcing a onetime monthly reasonable late fee, and in Oklahoma County they have capped that at \$50 dollars per month for residential Landlord/Tenant. Courts will determine if it is reasonable.

OREGON

State of Emergency: Governor Kate Brown declared a state of emergency on March 8

Price-Gouging Law: Under [Oregon Code, § 401.965](#), it is unlawful to sell essential consumer goods or services for an unconscionably excessive price during a declaration of emergency. Excessive pricing is determined by whether the price exceeds, by 15 percent, the price of the good or service immediately prior to the declaration. The statutory language spells out essential goods and services as goods or services that may be bought for personal, family or

household purposes, not limited to construction mater, shelter for payment such as a hotel room, food, water, petroleum and gas products.

Late Fee Law: [Oregon Code, § 90.260](#)- Late rent payment charge or fee.

A landlord may impose a late charge or fee, however designated, only if:

(a) The rent payment is not received by the fourth day of the weekly or monthly rental period for which rent is payable; and

(b) There exists a written rental agreement that specifies:

(A) The tenant's obligation to pay a late charge on delinquent rent payments;

(B) The type and amount of the late charge, as described in subsection (2) of this section; and

(C) The date on which rent payments are due and the date or day on which late charges become due.

(2) The amount of any late charge may not exceed:

(a) A reasonable flat amount, charged once per rental period. "Reasonable amount" means the customary amount charged by landlords for that rental market;

(b) A reasonable amount, charged on a per-day basis, beginning on the fifth day of the rental period for which rent is delinquent. This daily charge may accrue every day thereafter until the rent, not including any late charge, is paid in full, through that rental period only. The per-day charge may not exceed six percent of the amount described in paragraph (a) of this subsection; or

(c) Five percent of the periodic rent payment amount, charged once for each succeeding five-day period, or portion thereof, for which the rent payment is delinquent, beginning on the fifth day of that rental period and continuing and accumulating until that rent payment, not including any late charge, is paid in full, through that rental period only. (3) In periodic tenancies, a landlord may change the type or amount of late charge by giving 30 days' written notice to the tenant.

(4) A landlord may not deduct a previously imposed late charge from a current or subsequent rental period rent payment, thereby making that rent payment delinquent for imposition of a new or additional late charge or for termination of the tenancy for nonpayment under ORS 90.394 (Termination of rental agreement for failure to pay rent).

(5) A landlord may charge simple interest on an unpaid late charge at the rate allowed for judgments pursuant to ORS 82.010 (Legal rate of interest) (2) and accruing from the date the late charge is imposed.

(6) Nonpayment of a late charge alone is not grounds for termination of a rental agreement for nonpayment of rent under ORS 90.394 (Termination of rental agreement for failure to pay rent) but is grounds for termination of a rental agreement for cause under ORS 90.392 (Termination of rental agreement by landlord for cause) or 90.630 (Termination by landlord)

(1). A landlord may note the imposition of a late charge on a nonpayment of rent termination notice under ORS 90.394 (Termination of rental agreement for failure to pay rent), so long as the notice states or otherwise makes clear that the tenant may cure the nonpayment notice by paying only the delinquent rent, not including any late charge, within the allotted time.

(7) A late charge includes an increase or decrease in the regularly charged periodic rent payment imposed because a tenant does or does not pay that rent by a certain date.

[Oregon Code, § 90.220\(9\)](#)- Terms and conditions of rental agreement.

(9)(a) Notwithstanding a provision in a rental agreement regarding the order of application of tenant payments, a landlord shall apply tenant payments in the following order:

(A) Outstanding rent from prior rental periods;

(B) Rent for the current rental period;

(C) Utility or service charges;

(D) Late rent payment charges; and

(E) Fees or charges owed by the tenant under ORS 90.302 (Fees allowed for certain landlord expenses) or other fees or charges related to damage claims or other claims against the tenant.

(b) This subsection does not apply to rental agreements subject to ORS 90.505 (Definitions for ORS 90.505 to 90.850) to 90.850 (Owner affidavit certifying compliance with requirements for sale of park).

Other commentary: Reasonable amount is defined as the customary amount charged by landlords for that rental market.

Portland (Multnomah County)

Eviction: [An eviction moratorium has been announced.](#) Housing providers will not be able to evict residents who have fallen behind on rent payments as a result of loss of income due to COVID-19. Renters in both jurisdictions [Portland and Multnomah County] will have six months to pay back the payments they've fallen behind on once the crisis is over, similar to San Francisco's moratorium.

Other Commentary: Mayor Ted Wheeler declared a state of emergency in the city until March 26th, subject to an extension. Rent control is listed among the [actions in the city charter](#) the Mayor can take under the declaration.

Update Afternoon 3/17: Portland's state of emergency is set to expire on March 26. Multnomah County's is set to expire April 10. Both Multnomah County Chair Deborah Kafoury and Portland Mayor Ted Wheeler said that [they expect it will run longer.](#)

PENNSYLVANIA

State of Emergency: Governor Tom Wolf declared a state of emergency on March 6.

Eviction: All Pennsylvania courts have been [closed](#) beginning March 19th through April 3rd.

General civil matters, including eviction proceedings, will not be held.

During the period of judicial emergency [no eviction proceedings](#) or ejections will take place for non-payment of rent cases. All execution of orders of possession are stayed to a date on or after April 3, 2020.

Price-Gouging Law: Under [Pennsylvania Code, § 232.4](#), it is unlawful to sell or offer goods and services at an unconscionably excessive price. Excessive pricing is determined if the price of a good or service is in excess of 20 percent of its average price immediately prior to the declaration of emergency. The language of this statute holds during a declaration of emergency and 30 days following its termination.

Late Fee Law: None.

Other commentary: Landlords need to be reasonable under the various consumer statutes in the state.

Allegheny County

Evictions: Allegheny County President Judge Kim Clark declared a [judicial emergency](#) Monday night for the Fifth Judicial District of Allegheny County. The order halts almost all criminal and civil proceedings through April 14, which means a county-wide moratorium on evictions.

The stay does not apply to situations in which public health is threatened, said Michelle Sandidge, chief community affairs officer for the city's Housing Authority.

Philadelphia

Other Commentary: The First Judicial District (FJD) of Pennsylvania [has ordered](#) that all FJD courts will be closed until April 1, 2020.

Jury and non-jury trials, both criminal and civil, and preliminary hearings are suspended and will be rescheduled at a later date.

Issuance and enforcement of writs of possession is also suspended.

FJD will continue to re-evaluate all closures moving forward and will alert the public to any changes to what is outlined, as appropriate.

Pittsburg

Eviction: Pittsburgh City Councilor Deb Gross (D-Highland Park) [plans](#) to introduce a Will of Council calling for temporary moratoriums on evictions, foreclosures, and utility shut-offs within Allegheny County. The proclamation calls on the state courts and county sheriffs to suspend any evictions and foreclosures. The PA Public Utility Commission already signed an emergency order prohibiting all utility shut offs.

RHODE ISLAND

State of Emergency: While the state has not declared a state of emergency, many municipalities within the state have declared emergencies.

Price-Gouging Laws: Under [Rhode Island Code, §6.13.21](#), it is unlawful to engage in sales practices that offer essential commodities at unconscionably high prices during a declaration of emergency. High prices are identified as having a gross disparity between the price of a good or service and the average price of a good or service 30 days prior to the declaration of emergency. Essential commodities have been defined, but not limited to, petroleum and gas products, food, water, ice, chemicals, and lumber. Rent housing or shelter are not specifically identified within this statutory language.

Late Fee Law: None.

SOUTH CAROLINA

State of Emergency: Governor Henry McMaster declared a state of emergency on March 13.

Eviction: South Carolina Supreme Court Chief Justice Donald Beatty on March 17th [halted all evictions statewide](#), with the exception of cases involving “harm to person or property.”

Price-Gouging Law: Under [South Carolina Code, §39.5.145](#), it is unlawful to sell or rent a commodity, including a dwelling unit, at an unconscionable price during a declaration of emergency. Unconscionable pricing is determined if there is a gross disparity between the rent or price of a good, service, or dwelling and its rent or price 30 days prior to the declaration of emergency. The language of this statute holds until the termination of the emergency.

Late Fee Law: [South Carolina Code, § 27-40-210 \(11\)](#)- General Definitions.

(11) "rent" means the consideration payable for use of the premises including late charges whether payable in lump sum or periodic payments, excluding security deposits or other charges.

Other Commentary: Generally, late fees are charged as a flat fee and whether to enforce the fee is completely up to the Magistrate based on their interpretation of fairness. The common threshold is around 10% of the rent amount. Late fees are included in the definition of rent.

Columbia

Affiliate Response: Per the South Carolina Apartment Association, the Columbia City Council will vote March 17th at 2pm on Resolution Number R-2020-049 urging the Richland County and Lexington County Magistrate Courts to stay all evictions due to COVID-19.

SOUTH DAKOTA

State of Emergency: Governor Kristi Noem declared a state of emergency on March 13.

Price-Gouging Law: South Dakota does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: [South Dakota Code, § 53-9-4](#)- Penalties for nonperformance of contract void, exceptions.

Penalties imposed by contract for any nonperformance thereof are void. This section does not void obligations penal in form such as heretofore have been commonly used, but it voids their penal clauses.

Relevant case law: [Wandler v. Lewis](#).

Other Commentary: South Dakota courts/judges on occasion will rely upon South Dakota Code 53-9-4 to limit or disallow late fees that the court views exorbitant.

TENNESSEE

State of Emergency: Governor Bill Lee declared a state of emergency on March 12.

Price-Gouging Law: Under [Tennessee Code, § 47.18.5103](#), it is unlawful to charge any person for a consumer good or service, including housing, until a declaration of emergency has concluded, a price that is in gross excess of its price prior to declaration. An increase in price will be shown to be not in excess if a seller can attribute such an increase to additional costs imposed by the supplier of that good or service.

Late Fee Law: [Tennessee Code, § 66-28-201\(d\)](#)- Terms and conditions. (d) There shall be a five-day grace period between the day the rent was due and the day a fee for the late payment of rent may be charged. If the last day of the five-day grace period occurs on a Saturday, Sunday or legal holiday, as defined in § 15-1-101, the landlord shall not impose any charge or fee for the late payment of rent, provided that the rent is paid on the next business day. Any charge or fee, however described, which is charged by the landlord for the late payment of rent shall not exceed ten percent (10%) of the amount of rent past due.

Other Commentary: The code cited here applies to those counties in Tennessee with a population of 75,000 or more. While there is no statutory provision for the remaining counties, NAA's locally retained counsel strongly encourages enforcing this same lease provision across the state.

TEXAS

State of Emergency: Governor Greg Abbott declared a state of emergency on March 13.

Eviction: The Texas Supreme Court has issued an [emergency order](#) staying all actions for eviction to recover possession.

No trial, hearing, or other proceeding may be conducted, and all deadlines tolled until after April 19th.

A writ of possession may be issued, but the posting of the written warning required by § 24.0061(d)(1) of the Property Code and execution of the writ of possession may not occur until after April 26, 2020 and the deadlines in Rules 510.8(d)(1)-(d)(2) are tolled while this order remains in effect.

Price-Gouging Law: Under [Texas Code, § 17.46.\(b\)\(27\)](#), it is unlawful to take advantage of a disaster or declared emergency by selling or leasing fuel, food, medicine, or another necessity at an exorbitant or excessive price. Housing or shelter is not specifically defined in the statutory language.

Late Fee Law: [Texas Property Code Title 8 Sec. 92.019](#). Late Payment of Rent; Fees.

(a) A landlord may not collect from a tenant a late fee for failing to pay any portion of the tenant's rent unless:

(1) notice of the fee is included in a written lease;

(2) the fee is reasonable; and

(3) any portion of the tenant's rent has remained unpaid two full days after the date the rent was originally due.

(a-1) For purposes of this section, a late fee is considered reasonable if:

(1) the late fee is not more than:

(A) 12 percent of the amount of rent for the rental period under the lease for a dwelling located in a structure that contains not more than four dwelling units; or

(B) 10 percent of the amount of rent for the rental period under the lease for a dwelling located in a structure that contains more than four dwelling units; or

(2) the late fee is more than the applicable amount under Subdivision (1), but not more than uncertain damages to the landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment.

(b) A late fee under this section may include an initial fee and a daily fee for each day any portion of the tenant's rent continues to remain unpaid, and the combined fees are considered a single late fee for purposes of this section.

(c) A landlord who violates this section is liable to the tenant for an amount equal to the sum of \$100, three times the amount of the late fee collected in violation of this section, and the tenant's reasonable attorney's fees.

(d) A provision of a lease that purports to waive a right or exempt a party from a liability or duty under this section is void.

(e) This section relates only to a fee, charge, or other sum of money required to be paid under the lease if rent is not paid as provided by Subsection (a)(3), and does not affect the landlord's right to terminate the lease or take other action permitted by the lease or other law. Payment of the fee, charge, or other sum of money by a tenant does not waive the right or remedies provided by this section.

Bexar County (San Antonio)

Eviction: Bexar County Judge Nelson Wolff, as part of his declaration of a public health emergency Friday, directed rental property owners to [temporarily suspend noncriminal evictions for at least 30 days](#) to prevent renters from being displaced. Bexar County's four Justice of the Peace courts indicated that they will not hold eviction cases or remove people from their homes through April 16th. Courts will continue to accept eviction filings.

The San Antonio Housing Authority is placing a moratorium on Notices to Vacate and lease violations and evictions for non-criminal activity for all Public Housing, Housing Choice Voucher (Section 8) and Beacon residents until further notice. Additionally, SAHA will not be pursuing their standard voucher program termination process until further notice. This means that a voucher holder would be eligible to continue using a voucher at a later date if there was an eviction during this time period. More information can be found at <https://saha.org/coronavirus/> or calling 210-477-6999.

Households impacted by COVID-19 qualify for emergency assistance under the Risk Mitigation Fund administered by the Neighborhood & Housing Services Department. More information can be found online at <https://www.sanantonio.gov/NHSD/Programs/FairHousing>.

Collin County

Eviction: Collin County Justice of the Peace courts have canceled all jury trials and all non-essential matters until April 1. ([See Collin County JP courts' joint statement](#))

Dallas County

Eviction: [Dallas County](#) is cancelling all jury trials for criminal, civil and Justice of the Peace (J.P.) Courts until May 8, 2020.

Denton County

Eviction: [Denton County](#) courts are following temporary guidelines through April 1.

El Paso

Eviction: [El Paso City Council](#) approved an ordinance that, among other things, prohibits evictions for nonpayment of rent during the duration of the state's declaration of emergency.

Harris County (Houston)

Eviction: [Jury service](#) is suspended from Friday, March 13 through March 20. Effective March 11, county courts at law will not be calling jury trials. Each court will exercise its discretion on a case-by-case basis regarding the calling of bench trials.

Lubbock County

Eviction: [Lubbock County](#) district courts and county courts at law have cancelled child support cases through March 31 and jury trials through April 3.

Tarrant County

Eviction: Effective March 17, 2020, all [scheduled court proceedings](#) (including motion hearings and trials) except for those deemed "essential court proceedings", such as

Emergency Mental Detention Warrants, Writs of Reentry, Writs of Retrieval, and certain Repair and Remedy cases, are suspended until further notice.

As soon as new directives are received, the Justice Court having jurisdiction will contact litigants to notify them of their new court date. The suspension of court proceedings affects the following civil cases: Evictions, Small Claims and Debt Claims.

In Eviction cases, no writs of possession will be issued by the Court until the Court receives a new directive.

Travis County (Austin)

Eviction: [Per Travis County Justices of the Peace](#), All scheduled court proceedings prior to April 1, 2020 except for "essential court proceedings" will be reset to another date after April 1, 2020. Each court will contact the litigants to notify them of the new reset date as soon as practicable for the court. Essential court proceedings are: writs of re-entry, writs of retrieval, writs of restoration, magistration of defendants in custody and of fugitives from justice (in or out of custody), issuing burial transit permits, issuing of birth certificates, and repair and remedy cases that materially affect the physical health or safety of a tenant.

No eviction setting will be held until after April 1, 2020. No writs of possession will be issued by a Justice Court for 60 days after the date of this order.

This order will stay in effect unless the Governor of Texas issues a disaster declaration and the Texas Supreme Court (or its delegate) authorizes new rules during the disaster, in which case a new order for the five Justices of the Peace in Travis County will be issued comporting to the declaration and rules. If the Office of Court Administration issues updated guidance, the five Justices of the Peace in Travis County will amend this order accordingly.

The [Austin Housing Authority](#) has suspended evictions for non-criminal cases effective March 18th until further notice.

UTAH

State of Emergency: Governor Gary Herbert announced a state of emergency on March 6.

Price-Gouging Law: Under [Utah Code, § 13.41.201](#), it is unlawful to charge excessively high prices for consumer goods and services. The statutory language does not specifically provide housing as a covered service, although services are defined as personal, professional, rental, leasing, and licensing in nature. Excessive high pricing can be defined as prices that exceed 10 percent above a good's average price immediately prior to a declaration of emergency or 30 percent above a good's average price that was not available prior to a declaration of emergency.

Late Fee Law: None.

VERMONT

State of Emergency: Governor Phil Scott declared a state of emergency on March 13.

Price-Gouging Law: Under [Vermont Code § 2461d](#), it is unlawful to charge unconscionable high prices for petroleum and gas products during a market emergency declaration. Rental housing and shelter are not indicated as covered under the protections of this statute.

Late Fee Law: None.

VIRGINIA

State of Emergency: Governor Ralph Northam declared a state of emergency on March 12.

Price-Gouging Law: Under [Virginia Code, § 59.1-527](#), it is unlawful to charge exceedingly high prices for necessary goods and services during a declaration of emergency. Housing, lodging, and other forms of shelter are considered necessary under the language of this statute. Prices will be deemed exceedingly high should there be gross disparity between the price of a good or service and its average price 10 days prior to the declaration of emergency.

Late Fee Law: [Virginia Code, § 55-225.22\(A\)](#)- Terms and conditions of rental agreement; copy for tenant.

A. A landlord and tenant may include in a rental agreement, terms and conditions not prohibited by this chapter or other rule of law, including rent, charges for late payment of rent, term of the agreement, automatic renewal of the rental agreement, requirements for notice of intent to vacate or terminate the rental agreement, and other provisions governing the rights and obligations of the parties.

[Virginia Code, § 55-225.19\(A\)\(i\)](#)- Security deposits.

A. A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. Upon termination of the tenancy, such security deposit, whether it is property or money, plus any accrued interest thereon, held by the landlord as security as hereinafter provided may be applied solely by the landlord

(i) to the payment of accrued rent and including the reasonable charges for late payment of rent specified in the rental agreement.

Other Commentary: Per NAA's locally retained counsel, there are no Virginia Supreme Court decision regarding late fees. Although there is nothing in the way of a governing statute or case law, the unwritten understanding among judges and attorneys is that a late fee provision that is approximately 10% of the monthly contract rent will be considered "reasonable" and enforceable, although this issue still lies squarely within the discretion of the trial court. Therefore, if the court deems the subject late fee to be unreasonable and thus a "penalty," the court will find the late fee to be unenforceable, and the court will either strike the fee or will reduce it to an amount the court deems reasonable. Otherwise, if the subject late fee is deemed reasonable, the trial court will enforce it as is. Provisions related to charges for late payment of rent may be included in a lease agreement.

WASHINGTON

State of Emergency: Governor Jay Inslee declared a state of emergency on February 29.

Eviction: [Per the Seattle Times](#), Gov. Jay Inslee announced, on March 18th, a 30-day statewide moratorium on evictions for residential tenants, putting the state in line with similar actions taken recently by the city of Seattle and King County's court and sheriff's office.

As part of the eviction measures, residential landlords are not allowed to serve a 14-day notice of unlawful detainer for default payment of rent, according to Inslee's office.

Residential landlords are also barred from issuing a 20-day notice for unlawful detainer, unless the landlord provides an affidavit stating that the action is believed necessary to ensure the health and safety of the tenant or others.

Law enforcement is not allowed to enforce eviction orders based only on nonpayment of rent. This order excludes circumstances like nuisance issues or the commission of a crime.

The Supreme Court of Washington has suspended all civil jury trials and non-emergency civil matters until April 24th.

Tax: Washington state will [implement payment plans](#) "on the core amount businesses owe without filing tax liens in federal courts" and will suspend "enforcement actions such as forced collections by seizing bank accounts." Those measures are expected to be in effect for at least 30 days.

The tax-collection measures also waive late-filing fees for property tax exemption renewals, business license renewals, as well as excise tax interest on Business & Occupation taxes, real estate sales, and some other taxes administered by the department. Those include interest related to tax preferences for medical device manufacturing biotechnology.

Rental and Utility Assistance: The Washington Employment Security Department has issued the following [guidance](#) for businesses and individuals collecting unemployment benefits due to the impact of the public health crisis. On March 18, Gov. Inslee [waived](#) the one week waiting period to receive unemployment benefits.

Information on Paid Sick Leave can be found [here](#) and information on the Washington Paid Family and Medical Leave can be found [here](#).

So far, [utility companies](#) Seattle City Light, Puget Sound Energy, Tacoma Public Utilities, and Snohomish Public Utility District have taken steps to ensure customers who have been economically impacted do not face the risk of shutoff or late fee penalties during the state of emergency.

Price-Gouging Law: Washington does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: None.

Relevant case law: [Buchanan v. Kettner](#). The court upheld the late fees as reasonable. Since this case, there has been some pushback and legislative attempts to regulate late fees, but nothing has been enacted in either Seattle or Washington State.

Other Commentary: For late charges, the tenant agrees that if full rent, fees, and other charges are not received by the 5th day of each month, the tenant shall pay Twenty and

no/100 Dollars (\$20.00) as a late fee, and an additional fee in the amount of Two Dollars and no/100 (\$2.00) per day thereafter. (Late charges approx. 25% of the rent). Per NAA's locally retained counsel, under the new law (effective date July 28, 2019) no landlord in any eviction action is allowed to be awarded a judgment for any late fees unless the late fees in total (not per month) are \$75.00 or less. It is not clear if the landlord can add in a claim for late fees over \$75.00 in a collection action after the tenant has vacated. Also, a landlord cannot start any eviction action (under the same new law) anywhere in WA just for un-paid late fees.

Auburn

Eviction: An [Emergency Order](#) went into effect on March 18th and is set to expire in 30 days. The order prohibits accrual of late fees.

Burien

Eviction: An [Emergency Order](#) implementing an eviction moratorium went into effect on March 16th and is set to expire in 30 days. The order prohibits evictions based on nonpayment of rent and accrual of late fees.

Everett

Eviction: An [Emergency Order](#) went into effect on March 17th and is set to expire in 30 days. The order prohibits housing providers from serving a 14-day notice; prohibits charging late fees or other charges due to nonpayment of rent; defense to any pending eviction that the eviction is occurring during the moratorium; and an extension determined by the Mayor based on public health necessity.

Kenmore

Eviction: An [Emergency Order](#) (pgs. 47-54), implementing an eviction moratorium, went into effect on March 16 and is set to expire on April 24. The order covers all evictions of residential dwelling units.

Additionally, the order states that housing providers shall not issue a notice of termination or initiate an eviction action or otherwise evict a tenant.

The order contains an exception. It does not apply to evictions relating to the protection of life and safety, including, but not limited to, circumstances where a tenant threatens another tenant or other person(s) with a firearm or other deadly weapon, or some other unlawful use of a firearm or other deadly weapon on the rental premises, or for physically assaulting or placing another person in immediate physical danger on the rental premises.

The order also prohibits late fees or other charges due to late payment shall accrue

The City Manager shall have authority, in his discretion, to extend the temporary moratorium for additional time periods based on public health necessity.

King County

Eviction: The King County Sheriff Department is refusing to serve writs of possession until the department is confident the COVID-19 threat has dissipated.

The Superior court has suspended all hearings, motions and trials. The suspension expires March 30, 2020. Any matter filed in ex parte will be dismissed without prejudice.

Seattle

Eviction: Mayor Jenny Durkan has signed an [emergency order](#) temporarily halting residential evictions for non-payment of rent effective March 17th.

The moratorium will last for 60 days. The decision to extend it will be evaluated and determined by the Mayor based on public health necessity.

No housing provider may issue notices of termination or initiate eviction action for nonpayment of rent or act on a termination notice for non-payment of rent during this moratorium.

The order applies to all residential evictions:

- Initiating an unlawful detainer proceeding;
- Issuing a notice;
- Otherwise act on any termination notice – including fixed term lease;
- Exception – actions by the tenant constituting an imminent threat to the health and safety of neighbors, the landlord, or the tenant’s or landlord’s household members.

It also creates defense to eviction, if the eviction will occur during the moratorium, unless actions by the tenant constitute an imminent threat to the health and safety of neighbors, the landlord, or the tenant’s or landlord’s household members

The order also prevents late fees or other charges due to late payment of rent.

[Seattle’s public housing office](#) is delaying some required inspections for rental units occupied by low-income-housing voucher recipients. The Seattle Housing Authority is deciding “on a case by case basis” whether inspectors will be allowed to enter units to ensure they meet standards for Section 8 renters, whose rent is partially covered by the federal government, said spokesperson Kerry Coughlin.

Spokane County

Eviction: Per a [Superior Court Order](#), all unlawful detainer orders previously entered are stayed until April 27th.

Woodinville

Eviction: An [Emergency Order](#) went into effect on March 18th and is set to expire on May 1. The order prohibits a housing provider from initiating, executing or terminating a residential lease for nonpayment of rent. It also prohibits late fees or other charged accrual for non-payment of rent. The order also requires a defense to eviction that the eviction is occurring during the moratorium.

WEST VIRGINIA

State of Emergency: Governor Jim Justice declared a state of emergency on March 13.

Price-Gouging Law: Under [West Virginia Code, § 46A-6J-3](#), it is unlawful to sell goods or services, to individuals in an area declared under emergency, at a price more than 10 percent the average price of that good or service 10 days prior to the emergency declaration. Rental housing is defined within the statutory language as services covered under this regulation.

Late Fee Law: [West Virginia Code, §37-6A-2\(b\)\(1\)](#)- Security deposits.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied by the landlord only to:

(1) The payment of rent due, including the reasonable charges for late payment of rent specified in the rental agreement.

Other commentary: In West Virginia Code 37-6A-2(b), in permitting the application of a security deposit to various items, it is stated that the same can be applied to “reasonable charges for late payment.” It is only in this round-about manner in which the late fee is regulated. “Reasonable charges” is not defined. If monthly rent is \$1,000 and a 5% late fee is charged, that may be deemed reasonable, while a 30% late fee may not. In suits involving commercial leases, late fees are solely governed by contract and there is nothing in that case law to suggest any measurement of a “reasonable fee.” Under the [West Virginia Consumer Credit and Protection Act \(46A-1-101 et seq\)](#), only within the last few years was the late fee for consumer loan payments and consumer lease (personal property) payments increased from 5% of the installment up to a maximum of \$15 (charged one time in the month it is late) to 5% of the installment up to a maximum of \$30. This is the only statute which, it could be argued, provides some guidance as to a “reasonable charge.” The West Virginia Supreme Court recently held in [State ex rel. Morrissey v. Copper Beech Townhome Communities Twenty-Six, LLC](#), that other than the plain language requirement contained in the [West Virginia Consumer Credit and Protection Act \(46A-1-101 et seq\)](#), that Act does not apply to consumer leases of residential real property.

WISCONSIN

State of Emergency: Governor Tony Evers declared a state of emergency on March 12.

Price-Gouging Law: Under [Wisconsin Code, § 106.01](#), it is unlawful to sell goods or services, to individuals in an area declared under emergency, at a price more than 15 percent the average price of that good or service 60 days prior to the emergency declaration. Rental housing or shelter are not defined as covered services under this statutory language.

Late Fee Law: [Wisconsin Code, § 704.17\(1g\)](#)- Notice terminating tenancies for failure to pay rent or other breach by tenant.

(1g) Definition. In this section, “rent” includes any rent that is past due, and any late fees owed for rent that is past due.

[Wisconsin Administrative Code, § 134.09\(8\)](#)- Prohibited practices.

(8) Late rent fees and penalties.

(a) No landlord may charge a late rent fee or late rent penalty to a tenant, except as specifically provided under the rental agreement.

(b) Before charging a late rent fee or late rent penalty to a tenant, a landlord shall apply all rent prepayments received from that tenant to offset the amount of rent owed by the tenant.

(c) No landlord may charge any tenant a fee or penalty for nonpayment of a late rent fee or late rent penalty.

Other Commentary: The City of Madison, Wisconsin has an ordinance that limits the amount of the late fees to 5% of the “periodic rental payment”.

Madison

Eviction: Dane County Judge Bailey-Rihn has [suspended](#) eviction hearings until April 17th.

Two non-profit organizations are asking Dane County’s chief judge and the state’s thirty-eight other chief judges to implement an eviction moratorium during the COVID-19 public health emergency.

WYOMING

State of Emergency: Governor Mark Gordon declared a state of emergency on March 13.

Price-Gouging Law: Wyoming does not have statutory language regulating price gouging during declarations of emergency.

Late Fee Law: [Wyoming Code, § 1-21-1204\(a\)\(vi\)](#)- Renter's duties.

(a) Each renter shall:

(vi) Be current on all payments required by the rental agreement.

Other Commentary: Generally, if the late fee is not addressed in the lease agreement, property owners/operators have not been able to get the judges to award it.

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