

**1. Can my landlord evict me if I fall behind on my rent during COVID-19? Can he charge me late fees? Can he lock me out?**

The answer always depends your lease, it is what's going to be controlling here. Remember it is a contract just like anything else. Late fees if they're contained in [your lease] depend on what jurisdiction you're in. Right now New York City has banned late fees until August 20th and they've also put a moratorium on evictions for non-payment, but really of any kind because they're not accepting new filings. So, the answer in short is no but it also depends on where you are. This last part, can he lock you out, no. Illegal lock outs are actually one of the few things that housing courts are open for if they're not closed. If you do come home and your landlord has locked you out; first call 3-1-1 and tell them the situation, then in the morning call the court wherever you are and tell them the situation and ask them what you should do because generally there'd be an emergency style motion where you can get on the calendar quicker maybe even that day where the landlord will have to appear, if you can show that you served them, and have to answer to it. They also, depending on jurisdiction, may just send a marshal and a sheriff to let you back in. If you call 3-1-1 in New York City right now and you say someone locked me out it's likely that the sheriff or a marshal, whoever is the governing body in the in the county that does municipal stuff, lockouts, anything that involves property residential wise, might just come and let you back in. So, I would first look at your lease for those questions. Again, maybe consult with an attorney if it gets dire enough or if you're worried. If the landlord locks you out, I would call the county court or the city court wherever you're located in the morning

**2. Do I pay my rent, and if I cannot, what are my options? How do I reduce my rent?**

If you can't pay your rent because you don't have enough money, don't pay your rent it's just that simple. You owe them money, you will owe them money, you're under contract but I would advise, and this is for every state, call your landlord, get him on the phone, try to talk to him tell them your situation, tell them you know where your finances are at, when you expect to be hired back, why you lost your job. If there's not much time left on your lease, like Bradley said, you may be able to get out of it because you know global plague it's kind of an act of God. If you have three roommates that may be considered uninhabitable now. If you are told to shelter-in-place and isolate it's kind of hard to do with six other people, or four other people, or whatever, so I would suggest trying to cut a deal. I would be honest with them, be upfront and depending on the jurisdiction just know that, in one instance and probably the last time it's going to happen in a while, you do have some leverage and you do have an upper hand and I would think about yourself and take care your family.

**3. How do I address a tenant who is breaching his lease? Can a tenant be evicted if they do not appear to be suffering any financial hardship due to the corona virus? Do they have to prove that their income has been diminished due to the coronavirus in order to avoid eviction?**

For residential contacts in New York I'll just start with the first question on the breach. It depends on how they're breaching the lease. If its non-payment then once the courts open back up, if they are closed, it would just be any normal non-payment if they haven't paid their rent.

At that point it would be on the tenant, depending on what state, to say I lost my job, I didn't have the money, you know I need to get caught up and generally most housing courts will then try to work a deal so it would probably behoove you to try to work a deal with the tenant from the start to save yourself some time and energy. We told the tenants that everybody's going to have to work together. If you think someone's gainfully employed and they're just not paying their rent to take advantage of the situation, it depends if the courts are open, depends on what state you're in, and what city you're in and what they've said those standards for non-payment are and when that's lifted. If it's a breach of a term like let's say there, I don't know, making a lot of noise you would in most states have to serve them with what's called a notice to quit generally a 10 day 15 days, something along those lines, where they're given an opportunity to amend the situation or fix it or stop doing it. Now depending on what kind, if they're selling drugs it's kind of hard to stop doing that activity and that might not qualify in this instance so it depends on how they're breaching the agreement. And what was the last part?

**They're asking if a tenant would have to prove that they have a loss of income due to COVID-19 in order to avoid eviction.**

Well they still owe the money so it doesn't really matter whether they can prove anything anyway. You know there's a contract don't forget that you have a contract. They say if I use this property I owe you the money. If they're using it they owe you the money, it doesn't matter whether there's a pandemic and they've been affected or not at this point time they're not been went rent waivers in any city or state that I'm aware of.

- 4. I am renting a room in my house to a person who left for COVID 19 treatment 7 days ago. I am 60 years old and don't want to die from exposure to this person; can I ban them from my house?**

It depends on the state like we've been saying it depends on if you have a lease but, even if you don't have a lease, if you've been accepting money from them and they're in possession they have rights as a tenant whether they have a lease or not. In New York State especially if you lock that person out the courts are open for that, and they have a right to be there. It's a really unfortunate situation to be in and that's why everyone's having to quarantine and self-isolate because they have a right to that space as well and that's their home and if they're not there they're probably going have to be with somebody else or homeless. So, I would do your best to stay away from common areas or at least maybe I would speak to the tenant and I would designate some areas and maybe it would behoove you to hire someone to come in and clean the place every so often.

- 5. Can a rent strike effect your credit history? Can a rent strike effect your ability to rent in the future? Should you only participate in a rent strike with an escrow account where you escrow the rent?**

To be honest I'm a tenant friendly person but I think the rent strike makes absolutely no sense and you're going to owe the money. You're only causing more economic harm to your community, you're causing economic harm to your landlord. Maybe they're a good landlord you know you're going to owe the money unless Governor Cuomo or the legislature decides

otherwise so, if you have the money pay the rent. If you think you're going to you know kind of ride the coattails of other people's misfortune, probably not the best thing to do. If other people can't pay, they can't pay, don't try to jump on the bandwagon. It would be my advice to pay the rent. A rent strike is a protest nothing more.

**6. How much time does my landlord have to present me with a written notice before raising my rent? I want to know if I receive a rent increase during this time, can I contest it?**

It depends if your apartment is market rate or stabilized or you know any other type of protection like New York has. If it is then they can only raise it a certain amount and they have to give it to you in a certain for and it's got to be between, I think it's 90 and 180 days so three to six months, once you get that notice and once they can prove that you had gotten that notice, if you don't sign and you decide to hold over and stay you're going to owe you know whatever the notice was as long as it was in a proper calculation, whatever the notice said. If it's a market rate apartment it's a free for all you know it's whatever you can negotiate with them. If they didn't give you much notice or they didn't give you enough you think, you can absolutely just continue paying the old amount and stay in the apartment knowing that down the road they may take you into court for the difference in small claims. But, those notices are very tightly watched in New York City so if there's any problem with it or any delay and it wasn't in the window it's no good so I would it really depends on when you got it and it really depends on what kind of apartment you have and what city or state I think you said it was New York.

**They don't say.**

Okay well then my answer stands.

**If it was in New York there's lots of action and regardless of where the writer is from there's probably statutory requirements in place as to what the notice has to comply with so it's worth consulting with an attorney.**

I used to practice foreclosures I know Bowen knows this, you know the timeline of events is very important in notices.

**7. I gave two notices to my management company that I would not be renewing my lease and that April 30 would be my last day. I asked them to send someone out with a mask to do a walk through, to make sure I get my deposit returned. They told me because of the coronavirus they will not be doing a walk through. What can I do to get my deposit back?**

Get that in writing and then it's on them and you walk away. They'll have a certain amount of time where they have to return it and they basically just gave up their right to walk through and inspect it. They waived it.

**8. I am a tenant and I work from home in an apartment. I had issues with my apartment -- mold, and extreme noise from my upstairs neighbors during the day -- and they told me verbally I could pay less rent while they fixed the situation. I had to re-raise the issue, and now my landlord is threatening to take me to court for the back rent, and wants me to move out in**

**two weeks. What can I do? Can they sue me for the money after verbally telling me I get a rent break?**

Well one thing that's good about this is you know, people don't just start suddenly paying less rent and landlords just don't start suddenly accepting less rent. So even if it was verbally, if you have a payment history where it shows you had a lease that was a term and then in the middle of that term the monthly amount changed and it happened several times, that's a good indicator that something happened. It's like the circumstantial evidence thing you know, I don't have to walk outside and feel the rain if I can you know look at the ground and see it's wet you know, they're going to put two and two together. So, if you can't get it in writing or if you can't coax them to admit to it in a text message I'd show up with some payment histories and it's not going to add up to a judge.

**9. I gave notice to my landlord in Brooklyn before April 1st that I could no longer afford to keep the apartment and they put the apartment on the market. Is it safe, legally, to stop paying rent for May and beyond? Am I automatically released from my lease once the landlord signs a new lease?**

Yes, once somebody signs a new lease and moves in they've mitigated their damages and you don't owe the money. They can't double dip. However, if your lease has some type of breakage clause in there the court will enforce that. If you've negotiated in your lease that if you vacate early you owe them \$400 regardless, that's in the contract it's what's called liquidated damages. You've already negotiated this, you decided how much it's going to cost, and you put it in there. I saw another question like this in the chat let's say the landlord says yeah go ahead I know you were supposed to be there through June but you know, if you vacate in April I'll post the apartment April 11th as long as you're out by the time and you say ok and you leave just know that the landlord finding a suitable tenant is the precursor to you being relieved of your obligation. They have to put a good-faith effort into finding someone, but you know they may not find someone right now. People might not have money for moving costs, you know they may have to lower their standards for who they take and now the landlord turns three people away because they don't have as good income or credit scores and then you go into the court and the judge is going to say look it's his apartment/her apartment they can rent it to whom they please and if they're not financially stable they don't have to rent it to get you off the hook. So, I would be very careful like before get it in writing if possible that you've been allowed to leave but just know that you're kind of in the landlord's hands and it's out of your hands essentially as to when your obligation is released.

**10. I felt I was medically compromised at an apartment where I was living. I wrote a notice to quit and I gave 45 days' notice of my intent to leave. One of the other signatories to the lease wants to stay in the apartment and continue renting for the remainder of the lease. The landlord wants to charge me with "abandonment" and pursue me to pay the remaining 8 months of the lease at the higher rate given in the lease, and not work with the other tenant to reduce the rent. I know the laws are prohibiting evictions right now but does that also apply to not forcing someone to stay if it puts their health at risk?**

Yeah we touched on this a bit earlier about you know having roommates and being compromised. Off the top nice work sending the 40 day notice to quit, getting everything in writing you know good job there you covered your rear end as far as initiating it goes. As far as the increase, whether it's timely, it's going to be jurisdictional you know it's going to be based on what city or state you're in as to whether they allow them to do that. But, again you know the temperature of the courts is going to be such that if you were living in an apartment with one other person, you know you may not be as entitled to get out of that apartment without it being considered abandonment as if you had three roommates or four, it's a sliding scale. Just be aware you may owe something, the landlord doesn't have to take that notice to quit they could think I have a lease and they're going to owe me for the end of the term and, like we talked about before, that's going to come down to whether a court decides that this is a force majeure act of god that none of the parties could have considered so it's uncertain. Just feel good that you did the right thing from here on out and you're going to have to wait and see unfortunately. I sympathize with you.