



# Guidance on Evictions Related to COVID

## COVID-19 Moratoria

Revised November 2020

Office of Housing and Community Development  
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### OVERVIEW

In response to COVID-19 and the ensuing public health crisis, federal and state moratoriums on non-essential evictions and foreclosures were established as an emergency effort to stave off an onslaught of housing evictions arising from significant job losses experienced during the pandemic and public health crisis declaration.

The following guidance highlights both federal and state circumstances relative to evictions, housing courts and the presentation of evictions.

### 1. THE FEDERAL MORATORIUM

On September 4, 2020 the Centers for Disease Control (CDC) issued a [federal eviction moratorium](#) for all renters at risk of being evicted to help prevent the spread of Coronavirus.

The CDC reported that “Coronavirus presents a historic threat to public health” and subsequently declared that eviction moratoriums can be an effective public health measure to prevent the spread of Coronavirus. The CDC states “an eviction moratorium is necessary to ensure people are able to follow best practices recommended by the CDC to cut down on Coronavirus transmission, including quarantine, isolation, and social distancing. Moreover, the notice states housing stability helps protect public health because homelessness increases the likelihood of individuals moving into congregate settings, such as homeless shelters, which then puts individuals at higher risk of COVID-19.”

The federal moratorium does NOT stop all evictions. Renters can still be evicted for the following reasons:

- conducting criminal activity on the property;
- damaging the property;
- violating building codes, health ordinances; and
- violating the rental contract (other than the timely payment of rent, late fees, etc.).

The moratorium went into effect September 4<sup>th</sup> (although it technically became effective in MA as of October 18, 2020 following the expiration of the MA eviction moratorium) and is currently set to expire December 31, 2020. The order applies to states and territories with reported cases of Coronavirus including Massachusetts.

To be protected, **qualified renters** (meaning a tenant, lessee or resident of a residential property) should immediately provide a signed declaration to their landlord that says the following:

The tenant/s...

- Have “used best efforts to obtain all available government assistance for rent or housing;”
- Expect to earn no more than \$99,000 annually in 2020 (or no more than \$198,000 jointly), or were not required to report income in 2019 to the IRS, or received an Economic Impact Payment;
- Are unable to pay rent in full or make full housing payments due to loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical costs;
- Are making their best efforts to make timely partial payments as close to the full rental/housing payment as possible;
- Would likely become homeless, need to live in a shelter, or need to move in with another person (aka live doubled-up) because they have no other housing options;
- Understand they will still need to pay rent at the end of the moratorium (Dec. 31, 2020); and
- Understand that any false/misleading statements may result in criminal and civil actions.

The federal eviction moratorium includes a sample declaration presented at the end of this guidance.

*Information about the federal moratorium and access to the National Low Income Housing Coalition and the National Housing Law Project’s Overview of National Eviction Moratorium ( <https://nlihc.org/sites/default/files/Overview-of-National-Eviction-Moratorium.pdf> ) and National Eviction Moratorium FAQ for Renters ( [https://nlihc.org/sites/default/files/National-Eviction-Moratorium\\_FAQ-for-Renters.pdf](https://nlihc.org/sites/default/files/National-Eviction-Moratorium_FAQ-for-Renters.pdf) ) are excellent resources and were relied upon for this guidance. Additional information on the CDC Moratorium is also available at MassLegalHelp: <https://www.masslegalhelp.org/covid-19/housing>*

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## 2. STATE MORATORIUM

On April 20, 2020 Governor Baker signed into law an act establishing a temporary moratorium on non-essential evictions and foreclosures statewide. This moratorium, which superseded the federal moratorium as it had a higher threshold of standards, was extended to Saturday, October 17, 2020. The Governor did not further extend the end date of the moratorium so despite the continuation of the state of emergency with the Coronavirus pandemic, **the state’s moratorium on evictions and foreclosures has now expired.**

*Material published by the Massachusetts Law Reform Institute, Greater Boston Legal Services, the Governor’s Office and the MA DHCD website were all relied upon for this guidance.*

### **For Reference Only:**

When the state’s moratorium on evictions and foreclosures was previously in effect, its intent was to protect tenants from eviction during the COVID-19 crisis. The moratorium did provide for eviction only for criminal activity that impacted health or safety and lease violations that impacted health or safety. However, under the moratorium, one could *not* have been evicted because of non-payment of rent during the moratorium period. Additionally, landlords were prohibited from serving tenants with Notices to Quit or end tenancy and they were forbidden from filing a new eviction case against a tenant in court for non-payment of rent, no-fault/no cause or most cause reasons.

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### 3. MA HOUSING COURTS

#### **Are Housing Courts Open in Massachusetts?**

Housing Courts are open with limited staff. All housing courts, though open, are striving to continue the conduct of court business and proceedings virtually to the greatest extent possible.

#### **How will the Housing Court be handling summary process (eviction) cases?**

- All summary process (eviction) cases are scheduled based on the order in which they were filed with the court.
- The respective Clerk's Office will send the parties a written notice of the court event and inform the parties of the scheduled date, time and method of the court event.

#### **Which eviction cases are allowed to go forward during this time?**

The law allows all pending and any newly-filed summary process (eviction) cases—including cases for non-payment of rent which may be affected by the Centers for Disease Control and Prevention Eviction Moratorium Order to proceed in court.

For additional questions about court procedures, for the Southeast Housing Court – New Bedford, you may contact the Court at 508.994.0156 or email the Court at [SoutheastHousingCourt@jud.state.ma.us](mailto:SoutheastHousingCourt@jud.state.ma.us). There is also a Trial Court information help line available by calling 833.91COURT. You may also access resources through the Housing Court virtual front counter; the Southeast Housing Court Clerk's front Counter is accessible at <https://www.mass.gov/info-details/remotevirtual-court-services-housing-court-virtual-front-counter>.

*Material for this section was extracted from the Mass.Gov Housing court frequently asked questions in reference to COVID-19 webpage at: <https://www.mass.gov/info-details/housing-court-frequently-asked-questions-in-reference-to-covid-19>*

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Questions relative to this guidance can be directed to the OHCD at 508.979.1500 or via email to staff: [Jennifer.Clarke@newbedford-ma.gov](mailto:Jennifer.Clarke@newbedford-ma.gov) or [Jose.Maia@newbedford-ma.gov](mailto:Jose.Maia@newbedford-ma.gov).

**Sample Declaration of \_\_\_\_\_  
(Name of Tenant)**

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following facts are true and correct:

- I have used best efforts to obtain all available government assistance for rent of housing;
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.
- I understand that I must still pay rent or make a housing payment and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

\_\_\_\_\_  
Signature of Tenant

Date: \_\_\_\_\_