



## Model State Legislation: Safe at Home Act

### § 1: Short title.

This Act may be known as the Safe at Home Act.

### § 2: Definitions

The following definitions apply throughout this Act:

- (a) “Covered period” means the time period beginning 30 days before the date on which the Covid-19 emergency [national or for the relevant state] was declared and ending 30 days after the termination of the Covid-19 emergency.
- (b) “Covid-19 rent arrearage” means any amount lawfully owed by a residential tenant to a landlord in connection with a residential tenancy that had come due during the covered period and has not been paid.
- (c) “Evict” means to terminate a residential tenancy or attempt to do so, including by declining to renew an expiring lease, issuing a notice to vacate premises (including a notice in the alternative to pay or vacate), file or cause to be filed any lawsuit seeking possession of the premises, or make any statement or take any act to deter, exclude, or otherwise prevent a tenant from remaining in occupancy of leased premises.
- (d) “Model payment plan” means a written installment payment plan designed for the satisfaction of a Covid-19 arrearage having all of the following components: (i) the principal includes the entire Covid-19 arrearage and no other amounts; (ii) no fees, interest, or other charges are assessed to the tenant in connection with the Covid-19 arrearage or payment plan; (iii) the installments are in equal monthly payments that fully amortize the principal over a period of time not less than 12 months; (iv) the person to whom the Covid-19 arrearage is owed promises to take all reasonable steps to cooperate with the tenant’s efforts to secure rental assistance funds or other subsidies or benefits that could pay down or retire the Covid-19 arrearage; (v) the plan includes the statement that the plan is not part of the ongoing rental agreement between the tenant and landlord and a tenant’s noncompliance with the plan does not constitute a breach of the rental agreement; (vi) the plan includes the statement that the landlord shall reasonably cooperate in the tenant’s application for any rent relief funds that may become available; (vii) nothing in the plan purports

to allow the landlord to confess judgment against the tenant or makes the tenant liable for the landlord's attorney fees irrespective of court action, and (vii) the plan does not purport to waive any of the tenant's rights or protections existing apart from the plan.

- (e) "Reasonable payment plan" means either (i) a payment plan substantially designed and proposed by the tenant; or (ii) the model payment plan.
- (f) "Rental application fee" means any fee or charge imposed on a person as a condition of applying to or being considered for admission as a tenant of residential rental property. "Rental application fee" also means requiring a person applying for admission to rental housing to pay a fee to a third-party, such as a tenant-screening agency or other credit reporting agency or background check provider.

### **§ 3: Residential tenancies during Covid-19 emergency – no termination without cause - changes in household membership**

- (a) *No termination of residential tenancy without just cause.* During the covered period, no landlord shall terminate or refuse to renew a residential tenancy without first providing written notice to the tenant stating the grounds for the termination or non-renewal, which shall amount to just cause. In any action to evict the tenant, the landlord shall bear the burden of proving that the stated grounds for termination or non-renewal are true and amount to just cause for eviction.
- (b) *Death or incapacity of primary leaseholder.* A landlord shall permit any other persons occupying residential premises to remain in possession of the premises upon the same terms as in the rental agreement with a residential tenant who dies or becomes incapacitated during the Covid-19 emergency, until the later of (i) the expiration of the rental agreement or (ii) the end of the covered period.
- (c) *Addition of household members.* No landlord shall deny permission for a person to join the household of an existing tenant during the Covid-19 emergency unless the denial is required by other law.

### **§ 4: Treatment of rent arrearages accumulated during Covid-19 emergency**

- (a) *No eviction for Covid-19 rent arrearage.* No landlord shall evict any residential tenant wholly or in part because of a Covid-19 rent arrearage.
- (b) *Rebuttable presumption.* There shall be a rebuttable presumption that an eviction is based on a Covid-19 rent arrearage where: (i) the tenant owes a Covid-19 rent arrearage to the landlord and (ii) no other legitimate, non-pretextual reason for the eviction has been established.

- (c) *No late fees for Covid-19 rent arrearages.* No landlord shall charge, claim, or collect any fee, liquidated damage, interest, or other charge based on the tenant's failure to pay rent in a timely manner during the covered period or based on any Covid-19 arrearage existing thereafter.
- (d) *Accounting for tenant payments.* Notwithstanding any other law, a landlord shall not apply any funds received from a tenant toward the satisfaction of Covid-19 rent arrearage unless (i) the tenant is current in all obligations arising after the covered period and (ii) the tenant has specifically authorized the landlord, in writing, to apply the funds toward the Covid-19 rent arrearage.

#### **§ 5: Termination of rental agreement by tenant affected by Covid-19**

- (a) Within one year after the end of the covered period, a tenant who vacates and surrenders possession of residential rental premises for a reason related to Covid-19, including any diminished income or other economic impacts of the pandemic or frustration of an intended purpose for which the premises were rented, shall not be liable for any remaining rental payments under the lease and any early termination fee, liquidated damage, or other charge associated with the termination of a residential rental agreement in effect before or during the covered period shall not be enforceable.
- (b) For purposes of this section, a tenant shall be conclusively presumed to have surrendered possession of residential premises for reasons related to Covid-19 where (i) the tenant notifies the landlord before or within seven (7) days after vacating that the tenant had vacated for a reason related to Covid-19; (ii) the tenant vacated involuntarily or at the request of the landlord; or (c) the landlord had actual knowledge, or was in possession of other information from which a reasonable person would believe, that the tenant vacated for a reason related to Covid-19.
- (c) Nothing in this section shall affect a tenant's liability for rent pertaining to use or occupancy of premises prior to the tenant's surrender of possession.

#### **§ 6: Payment plans**

- (a) *Payment plans.* No person shall take any action to collect a Covid-19 rent arrearage from a tenant without first offering the tenant an opportunity, after the covered period, to cure the arrearage through a reasonable payment plan.
- (b) *Payment plans-default.* A tenant's failure to comply with a payment plan for a Covid-19 rent arrearage shall not constitute a violation of the tenant's rental agreement. No landlord shall evict any residential tenant wholly or in part because of default in such a payment plan.
- (c) *Status of Covid-19 rent arrearage during payment plan.* Any person evaluating a tenant's application for rental housing, credit, employment, licensing, or other

consumer or household transaction shall regard a tenant's Covid-19 arrearage as a current account in good standing if (i) the tenant has entered into a payment plan on the arrearage, and (ii) the tenant is current in payments on the plan.

#### **§ 7: Rental admission screening**

- (a) *Prohibition of application fees.* No landlord shall charge or collect any rental application fee.
- (b) *Deposit to secure occupancy.* A landlord may collect a refundable deposit to hold a vacant unit for an applicant whose application is being considered. Such deposit shall not exceed 50% of the monthly rent for the premises, and shall be refunded within one business day if the applicant is denied admission. If the application is accepted the deposit shall be credited toward the tenant's rent, security deposit, or other charges authorized by the lease.
- (c) *Disclosure of written admission policies.* A landlord shall not obtain any consumer report or conduct any other investigation into the background or qualifications of a rental applicant without first (i) establishing a written rental admissions policy that is available to the public and (ii) providing the applicant either (A) a copy of the landlord's written admission policy, or (B) an electronic communication stating where the landlord's written admission policies may be accessed and providing a hyperlink or other electronic access.
- (d) *Disclosure of reason for adverse action.* A landlord who denies an application to lease residential rental property, or who takes other adverse action in connection with an application (such as approving the application contingent upon payment of an increase security deposit) shall, within one business day, provide the tenant with a written or electronic document setting forth a plain statement of the reason(s) for the denial or other adverse action.
- (e) *Limitation on use of adverse information related to covered period.* No landlord shall deny admission to rental housing, or take other adverse action against a rental applicant, because of (i) a Covid-19 rent arrearage, (ii) the applicant's early termination a rental agreement within one year after the covered period; or (iii) an eviction proceeding brought against the applicant during the covered period, other than an eviction based on violent or dangerous criminal activity that resulted in a judgment against the tenant.

#### **§ 8: Reprisals or retaliation prohibited**

- (a) No landlord shall take or threaten to take any reprisals or retaliatory action against a tenant because of any good faith assertion or enforcement by the tenant of any right under this chapter.

- (b) For purposes of this section, "reprisal or retaliatory action" shall include any termination or nonrenewal of the rental agreement, increase in rent, charges, or other obligations imposed on the tenant, reduction in services provided to the tenant, or other adverse, hostile, or unwanted conduct motivated wholly or in part by the tenant's enforcement of a right under this chapter.

### **§ 9: Civil penalties**

- (a) Any person who violates a provision of this Act shall be subject to a civil penalty of not more than \$2,000 per violation.
- (b) Any person who violates an injunction entered to enforce this Act shall be subject to a civil penalty of not less than \$1,000 per violation.

### **§ 10: Enforcement**

- (a) *Governmental.* The attorney general, or any attorney representing a county, municipality, or other political subdivision of this state, may bring an action in the name of the state or locality against any person (i) to impose and collect civil penalties, (ii) to restrain and prevent any act or omission herein prohibited, (iii) to recover compensation for or otherwise rectify any injuries suffered by any person by reason of a violation of this Act, and (iv) to recover the costs of such action, including reasonable attorney fees.
- (b) *Private.* Any person injured by a violation of this Act may bring a civil action in a court of competent jurisdiction (i) to enjoin any ongoing violations or further violations, (ii) to recover a statutory damage of \$2,000 or the actual damages sustained, whichever is greater, and (iii) to recover the costs of such action, including reasonable attorneys fee.
- (c) *Defensive litigation.* A tenant who prevails in any eviction lawsuit or other civil action wrongfully brought in violation of this chapter shall be entitled to all costs of suit, including reasonable attorney fees.