

Nolo Answers to SatisFacts/ApartmentRatings Webinar

FAQs

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Will the eviction court cases currently on hold be picked up where they left off?

You'll need to get in touch with the clerk of the court where your case was filed. Be advised that there's going to be a huge backlog of cases, both civil and criminal. Criminal cases get first dibs on court time, and after that, civil cases that involve health or safety will probably go to the head of the line. Don't expect your case to start up again as soon as the courts open.

I thought that amenities are considered "free" and not part of rent so we would not have to discount rent. We have amenities that we charge for and it is separate from rent charges. Is this not so?

Calling an amenity free doesn't mean that you can offer it and remove it without legal consequences. Of course it's not "free," because the tenants' rent payments are paying for it, albeit indirectly. A savvy tenant will go to small claims court and sue for a retroactive abatement of rent, based on not getting what he was paying for (no matter what you called it). A judge might well agree. As for the amenities you directly charge for, look at your lease to see what it says about a decision on your part to withdraw them. If it's silent, check with your lawyer, or be prepared to answer to a tenant in small claims court.

Can we get a list of the states that are affected by the ban?

See the Nolo article, [Emergency Bans on Evictions and Other Tenant Protections Related to Coronavirus](#)

Is the amount of rent discount due to closed amenities entirely up to each property owner to decide to give a discount?

Yes, it's up to you to figure out the value of the rental minus the amenity. For example, if you close the gym, see if you can find a comparable property nearby that rents without a gym. Presumably, it's a lower rent. The difference between your rent and the other property's rent is the amount by which you could reduce the rent.

Keep in mind that if your reduction is not reasonable, and the closure/removal continues for a few months, the total reduction might look pretty small to your tenant. That tenant might head for small claims court, arguing that the \$5.00 you deducted from the rent, over five months, was nowhere near the actual diminution that you should have used (say, \$50 per month for removal of gym, pool, laundry facilities).

What if we have closed the fitness center but offered virtual fitness classes in its place?

A virtual class is not an exact substitute for an actual class. Figure out the difference (by now, you should be able to find several offerings online), and that the amount by which you should reduce the rent.

We recently switched ownership, and many of our residents used to be on a master liability policy as opposed to their own lease required renter's insurance. We notified them and gave them a month to get their own coverage, but we have people refusing - but we cannot evict - what are we supposed to do?

Waiving a Lease Termination fee due to COVID: Is a landlord permitted to obtain proof of the loss of job due to COVID? Specifically, if you are in an area where you are not permitted to require proof for nonpayment of rent.

In some places, the moratorium specifically applies only when the tenant can—and does—provide substantive proof of COVID-related hardships. On the other hand, if your local or state law forbids you from asking for proof of nonpayment, that's the end of it. You need to find and read the rule that applies in your state and, possibly, in your locality.

But not every resident uses all the amenities, so would we apply that discount to all residents?

Yes, if a tenant leases at a property that has a pool, but she doesn't swim, she doesn't get a lower rent, right? If she doesn't use the pool and you close it, you should remove that charge from her rent (even if it's not broken out).

What if there is a separate amenity charge? So the base rent is just rent for the apt., but there's an annual amenity fee that charged as additional rent.

If you're not supplying it, you can't charge for it, so you would need to prorate the annual fee for the time you're unable to provide the amenity, and discount rent or issue a refund appropriately.