



Landman Beatty Lawyers wants to keep our clients and the general public informed as to how the Coronavirus, the disease it causes (COVID-19) and the most current government responses to them, may affect our clients, the general public and certain aspects of the Landlord – Tenant relationship in Indiana.

UPDATED GUIDANCE REGARDING THE CARES ACT AND EVICTION NOTICES

WHAT IS THE CDC ORDER UPDATE AND WHAT IS THE EFFECT?

On March 27, 2020, the federal Coronavirus Aid, Relief and Economic Security Act (CARES Act) became effective. The key points are as follows:

1. The CARES Act prohibited initiation of any eviction action for nonpayment of rent or charging of fees, penalties or charges associated with nonpayment of rent through **JULY 25, 2020**.
2. The CARES Act required Landlords of **COVERED PROPERTIES ONLY** to provide residents with a thirty (30) day notice no sooner than July 25, 2020 if the Landlord was initiating an eviction action (the “30 Day Notice”).
3. Covered Properties are:
 - single family and multi-family properties with “covered dwellings” (generally those occupied by tenants with a lease) that:
 - are subject to the Violence Against Women Act (VAWA);
 - are in the Rural Housing Voucher program under Section 542 programs of the housing act of 1949; or
 - have a federally backed mortgage loan. Managing agents who work for Covered Property owners are subject to the same restrictions.
4. The CARES Act stated the notice could not require the tenant to *vacate* the covered dwelling before 30 days from the date of the notice.
5. The eviction moratorium of the CARES Act sunset on July 25, 2020.

It is unclear as to whether or not the 30 Day Notice requirement of the CARES Act remains in effect after the eviction moratorium expired that was in place in 2020 as part of the CARES Act. There may be courts or individual judges and tenant advocates that will argue that the 30 Day Notice requirement is still in place. As a result, the consequences for a landlord who does not send the 30 Day Notice to a tenant in a covered property are not predictable and may be inconsistent depending on the court jurisdiction. To avoid the delay in seeking court ordered possession, prevailing wisdom suggests it is best to error on the side of caution and send the notice to tenants of covered properties. **Landlords who have covered properties may wish to send a 30 Day Notice to their tenants before initiating an eviction action. Such 30 Day Notice can be sent at any time following the breach of the lease agreement.** A sample of the 30 Day Notice is attached for your convenience.

Additional information regarding the CARES Act and its potential impact on Landlords is outlined in the attachment to this email.

For additional information and updates please visit our website at www.landmanbeatty.com

[PLACE ON LETTERHEAD]

THIRTY (30) DAY NOTICE

[Date *may not be earlier than July 25, 2020*]

[Resident Name]
[Unit]
[Street]
[City, State and Zip Code] (the “Leased Premises”)

Dear [Resident Name]:

Pursuant to Section 4024 of the federal Coronavirus Aid, Relief and Economic Security Act, Public Law 116-136 (“CARES Act”), this letter serves as thirty (30) days’ notice to vacate the Leased Premises (the “thirty (30) day Notice Period”). During the period of the declared public health crisis due to COVID-19, the parties’ obligations under the Lease Agreement were not suspended or voided by the CARES Act.

To retain possession of the Leased Premises at the expiration of the thirty (30) day Notice Period, you must remit your outstanding balance now due and owing in the amount of: \$_____ (the, “Total Current Balance”) plus any and all future charges that may accrue as provided for in the Lease Agreement and as allowed by the CARES Act, between the date of this Notice and the date payment is made in full. All such sums are due prior to expiration of the thirty day (30) Notice Period. The Current Total Balance is:

\$ __[List amount and charge (e.g. \$500 – Rent)]
\$ __[List amount and charge]
\$ __[List amount and charge]

You may voluntarily vacate the Leased Premises during the thirty (30) day Notice Period. However, voluntarily vacating the leased premises does not relieve you of responsibility for the Total Current Balance and any additional charges that accrue as provided for in the Lease Agreement and as allowed by the CARES Act.

Failure to immediately pay the Total Current Balance and any accrued charges, or failure to voluntarily vacate the Leased Premises within thirty (30) days of this Notice, may thereafter result in the filing of a judicial action to seek possession of the Leased Premises and recovery of all sums due and owing as provided for in the Lease Agreement and as allowed by the CARES Act. As provided in the CARES Act, in the event a judicial action to recover possession of the Leased Premises is filed, you may not be required to vacate the Leased Premises until the thirty (30) day Notice Period has expired.

Sincerely,

Property Manager

CERTIFICATE OF SERVICE

The undersigned certifies a true and correct copy of this notice was served by the following method(s)

- _____ Regular First Class Mail
- _____ Certified Mail
- _____ Hand Delivery
- _____ Email

Date: _____

Signature _____