# The Eviction Process for Nonpayment of Rent

victions are costly and difficult for all parties involved. Yet, the eviction process is critical for resolving landlordtenant disputes and for housing providers to legally recover possession of their property when a renter violates the lease agreement. The eviction process varies widely by jurisdiction.

### **CARES Act Notice**

The CARES Act instituted what should have been a temporary, federal notice procedure, requiring at least 30-days' notice prior to filing for eviction for nonpayment of rent in covered housing, while states' established notice procedure is 6 days on average. It remains a contested issue in alreadybacklogged courts today, nearly five years after the temporary eviction moratorium expired on July 24, 2020. A legislative fix is needed to eliminate any ambiguity about the requirement's expiration.

When the Respect State Housing Laws Act eliminates this language from the CARES Act statute, tenant protections in states' landlordtenant and eviction laws remain unaffected. Renters can continue to avail themselves of legal avenues to avoid eviction.



# LEASE VIOLATION

Housing providers must take action when residents violate the terms of their lease.

## **EVICTION MITIGATION**

Housing providers are in the business of housing renters and will work with them to resolve outstanding issues and avoid eviction.

# NOTICE

Housing providers provide renters with notice and an opportunity to cure nonemergent lease violations. Notice periods vary according to state law, on average 6-day period.

# COURT FILING

If the renter does not resolve the lease violation, the housing provider files a complaint, pays court costs and obtains legal representation (typically required for corporations).

# COURT RULING

The court can rule in favor of the housing provider and grant possession, or in favor of the resident and dismiss the eviction case.

### "PAY AND STAY" ANYTIME

Throughout the court process, a renter who is subject to eviction due to nonpayment can pay their outstanding rent, fees and court costs to avoid eviction and remain housed, depending on applicable right of redemption laws or the parties' willingness to settle.

# **COURT HEARING**

The court serves as an arbiter to determine a resolution when the parties cannot come to an agreement and determines whether an eviction judgement is warranted.

## **PLEADINGS**

The housing provider and renter may file court documents to dispute the other party's allegations.

# **RENT ESCROW**

In some jurisdictions, the court requires the renter who is subject to eviction, to pay rent into escrow while the eviction is processed.

## **APPEAL PERIOD**

Renters and housing providers have an opportunity to appeal the court's ruling.

# WRIT FILING

In some jurisdictions, the housing provider must file for a writ to recover possession of the unit following a judgement in their favor from the court.

## **JUDGMENT EXECUTION**

Local law enforcement must oversee a peaceful transition when the renter is required to move out and the housing provider changes the locks.

### POSSESSION RECOVERY & LEASING

After the housing provider regains possession of the unit, they clear the unit of debris, repair any damages and prepare the unit to be re-rented.

Based on an NAA member survey, the average cost of eviction is \$6,767, which includes legal fees, court fees, lost rental income, turnover costs and marketing costs.

Learn more about the breakdown of a dollar of rent at: www.naahq.org/breaking-down-one-dollar-rent-2023