



Coronavirus (COVID-19) Reference Frequently Asked Questions: Eviction Protections and Housing Assistance

*Note: The information provided in this document is **not** a substitute for legal advice. The laws described here may change without notice. The legal professionals at Community Legal Services of Mid-Florida provided these answers to serve as a basic reference to Orange County residents. Orange County's Housing Division does not have legal professionals on staff and all legal questions must be directed to the appropriate agency. Last updated: 10/01/20.*

1. Are there any federal government and state of Florida enacted eviction protections for tenants facing eviction due to COVID-19?

- The Federal [CARES Act](#), effective March 27, 2020, prohibited *some* landlords from filing new eviction cases for failure to pay rent. It also prohibited *some* landlords from charging fees or interest for late payment during this period. However, these protections **expired** on July 24, 2020. The CARES Act **cannot** be used at this time to avoid an eviction.
- [Florida Gov. Ron DeSantis signed Executive Order 20-180](#) relating to Limited Extension of Mortgage Foreclosures and Eviction Relief. This Order was extended several times, but it too has **expired** as of October 1, 2020. The executive Order **cannot** be relied upon to prevent an eviction at this time.
- The Centers for Disease Control issued an Order on September 4, 2020 entitled Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19. For tenants who qualify, they can not be evicted pursuant to this Order through December 31, 2020. A tenant has to be proactive to qualify and must file a Declaration Form with their landlord or with the Court if an eviction is already pending. That Form can be found at the CDC website (<https://www.cdc.gov/coronavirus/2019-ncov/covid-eviction-declaration.html>) or at Community Legal Services website (www.clsmf.org). If this Declaration Form is not filled out and provided to you landlord, you would still be subject to evictions for non-payment of rent, even if it is COVID-19 related.
- **Tenants still have to pay rent to landlords to avoid eviction.** When the moratoriums expire, you are still responsible for any and all back rent you have not paid.

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Last updated 10/01/2020.*

2. What are my rights as a tenant during the COVID-19 Pandemic?

- A landlord and tenant have certain rights and responsibilities under Florida law. These are specified in the *Florida Statutes at Part II, Chapter 83, the [Florida Residential Landlord Tenant Act](#)*. *If there is no written lease*, these laws regulate the tenant's rights. There also may be a written lease that could affect a tenant's rights.

3. What happens if I cannot pay the rent after the protections expire?

- Assuming the landlord sends proper notice, the landlord can then file an eviction lawsuit.
- If you are a tenant who cannot pay the rent, contact your landlord and ask for an extension on rent payment.
- For your protection, get any agreement with the landlord in writing. Do not sign the agreement unless you understand everything in the agreement.
- All communication streams between tenant and landlords should be documented via emails and letters. In addition, building a healthy relationship via open lines of communication between tenant and landlords can serve as a preventative measure for an eviction.

When negotiating a payment plan, make sure the agreement includes the following:

- A ledger of all amounts currently owed;
- The date(s) and amount(s) of all payments;
- Whether the payment plan includes the rent that will become due during the payment plan;
- What will happen if you miss a payment; and
- A promise from your landlord that by agreeing to the payment plan, the landlord will not take legal action against you.
- In addition, tenants should keep copies of employment termination letters and unemployment application to properly document financial hardship related to COVID-19.

****If a tenant lives in a unit that is subsidized by the federal government and is facing eviction due to non-payment of rent, additional eviction protections may apply after October 1, 2020.***

4. Am I still responsible for paying late fees on rent?

- Yes. Tenants are responsible for paying late fees related to rent. However, speak with your landlord to come to an agreement, which might assist in preventing late-fee charges.

5. If my landlord agrees to give concessions (for example, to waive late fees) in my lease, could I request them in writing?

- Yes. You should always request important agreements or concessions in writing. There is no requirement that they be in writing, as it could be considered an oral contract. However, if your landlord will not provide the agreement in writing, you can always confirm the agreement in writing to the landlord.

6. What must a landlord do in order to evict a tenant legally?

- A landlord cannot evict a tenant without a court order.
- A landlord is prohibited from using certain measures to evict a tenant, such as turning off water or electricity, other forms of intimidation, etc.
- To legally evict a tenant, a landlord must first send all required notices, then file an eviction lawsuit in court and get a court order signed by a judge authorizing eviction, and then request a sheriff's eviction if the tenant does not voluntarily vacate.

7. Does the moratorium on eviction apply to individuals staying in hotels/motels during the COVID-19 pandemic?

- If you are a transient guest in a hotel (regular hotel guest), you can be removed without a formal court process, as Florida landlord tenant laws would not apply.
- However, if you can establish you are a non-transient guest, Florida's landlord tenant laws would apply, and the formal court process would be necessary. You must however complete the CDC Declaration Form and provide to your landlord.

8. Does the CDC moratorium on evictions apply to mortgages during the COVID-19 pandemic?

- The order expressly states that it does not prohibit foreclosures on home mortgages, but the CDC stops short of saying that the order does not apply to foreclosed properties.
- There is no separate protection in Florida, but the Florida Supreme Court issued an order directing lower courts to *"reschedule, postpone or cancel all non-essential and non-critical proceedings and events unless the chief judge determines that such other specific proceedings or events can be effectively conducted remotely ... without the necessity of*

in-person court appearances. " Although the order does not specifically address eviction or foreclosure proceedings, it is likely to delay them.

9. Do evictions apply to business owners who lease space and do they have any protections under the County Order?

- Business owners with non-residential leases are subject to eviction proceedings and the Order entered by Chief Judge Myers only suspends actions related to residential evictions so they have no suspensions of eviction actions.

10. What temporary restrictions have local courts enacted on evictions during COVID-19 and how much does an eviction cost?

- For specific up-to-date information on the eviction restrictions for Orange County, visit [Florida Eviction Protection](#).
- For more information on [eviction cost](#), please visit the Orange County Clerk of Court website at <https://www.myorangeclerk.com/Divisions/Civil/Evictions> .

The attorney fees related to evictions are set by the private attorneys, many on a flat-fee basis. The Court also has the authority and ability to award fees to the prevailing party in an eviction case. However, [Community Legal Services of Mid-Florida](#) provides free legal advice on renters rights and evictions.

11. Is Orange County able to mandate or limit rent raises or adjust rents during the COVID-19 Pandemic?

- Landlords *who are participants* in governmental housing programs are mandated to follow the rent limits or rent adjustment statutes pertaining to their housing grant.
- For landlords *who are not recipients* of governmental funds, rent limits or adjustments will not pertain to them but they should abide by the terms of the lease agreement.
- For additional information about rent limits statutes pertaining to subsidy housing programs, contact either the [local Public Housing Authority](#) or the Office of Public Housing within your [local HUD office](#).

12. Should I pay my portion of rent if the landlord has not fixed repairs in my unit?

- Yes. Tenants cannot withhold rent from the landlord without sending notice and allowing the landlord time to cure the non-compliance, violation or default of its obligations.
- Failure to send the required notice to the landlord has significant impact on a tenant's rights under the rental agreement and Florida Statutes.
- The landlord must keep their housing in conformity with all housing and health codes. To file a complaint on housing and health code violations, please contact [Orange County Code Enforcement](#).

13. How do I report a landlord for sexual harassment, intimidation/threatening behavior?

- Sexual Harassment in housing is a form of sex discrimination and is prohibited by the Fair Housing Act and other federal laws. Due to the COVID-19 pandemic, sexual harassments complaints within housing are expected to increase. If you believe you are the victim of discrimination in your housing, including sexual harassment, file a complaint with [HUD](#) at 800-669-9777, or designated fair housing organizations such as [Community Legal Services of Mid-Florida](#), that can advise and assist.

14. Will landlords or property management companies discriminate against new tenants for fear the rent will not be paid?

Source of income is not a protected class under the Fair Housing Act. However, the concern is more that landlords may discriminate against potential tenants who were exposed or are suffering from the COVID-19. To file a complaint, you can contact HUD and obtain legal assistance, please contact Community Legal Services of Mid Florida.

15. Would you recommend talking with other renters in the building to organize our grievances?

- This should be on a case-by-case basis. However, under Florida law, if you participate or organize a tenant right organization, a landlord cannot retaliate against you for that participation.

16. Where can I get access to financial assistance to pay my mortgage, rent and utilities?

- Landlords and homeowners are encouraged to call their mortgage company to inform them that assistance is needed. Their mortgage company should be able to offer

assistance. Landlords with rental properties should work with their tenant and a housing counselor to acquire financial assistance for rent payments.

- There may be social services and nonprofit organizations in your areas that might be able to assist with rent payments. Please contact [Heart of Florida United Way at 2-1-1](#) for help locating those agencies.

17. Will shelters keep spots open or reserved for the increasing number of homeless due to COVID-19? Will they be able to expand their services?

- Yes. All shelters in Orange County will keep their doors open. Shelters have the opportunity to expand services based on the need of the community.
- Emergency shelters are encouraged to seek assistance from local governments to mitigate any COVID-19 pandemic-related issues and CARES Act funding.

To receive free legal advice, contact Community Legal Services of Mid-Florida at <https://www.clsmf.org/> or call 800-405-1417.

