



## Housing Community Recovery Task Force Work Plan – Task 3 - Evictions

June 25, 2020



### TASK 3 - EVICTIONS

Task	Timeframe	Desired Outcome	Status
<b>3. Evictions: Kim Graham – Lead   Timeline: June 18, and June 25</b>			
3.a. Work with the courts to identify if eviction filings are still occurring		<ul style="list-style-type: none"> <li>More informed Task Force and partners</li> </ul>	<ul style="list-style-type: none"> <li>Tasks completed               <ul style="list-style-type: none"> <li>Presentations from District Court Judges Kimberly Best and Elizabeth Trosch, and Daniel Mosteller, Special Deputy Attorney General</li> <li>Civil Courts Committee participation</li> </ul> </li> </ul>
3.b. Determine what the scale of eviction hearings will be when the courts reopen			
3.c. Work with the courts to improve evictions processes		<ul style="list-style-type: none"> <li>Reduction in involuntary and preventable evictions</li> <li>Greater efficiencies and reduce costs for all parties</li> </ul>	<ul style="list-style-type: none"> <li>Outreach by Community Relations Dispute Settlement Program to provide landlord-tenant mediation</li> </ul>



## IMPORTANT PRINCIPLES/BACKGROUND

- NC General Statute 42 provides the legal context for summary ejectments (evictions) in the State of North Carolina. Every state creates its own landlord-tenant laws.

§ 42-3. Term forfeited for nonpayment of rent.

In all verbal or written leases of real property of any kind in which is fixed a definite time for the payment of the rent reserved therein, there shall be implied a forfeiture of the term upon failure to pay the rent within 10 days after a demand is made by the lessor or his agent on said lessee for all past-due rent, and the lessor may forthwith enter and dispossess the tenant without having declared such forfeiture or reserved the right of reentry in the lease. (1919, c. 34; C.S., s. 2343;2001-502, s. 2; 2004-143, s. 1.)



## IMPORTANT PRINCIPLES/BACKGROUND

- In 2017, our community took a closer look at the instances of evictions and its impact on families.
- *The Charlotte Mecklenburg Evictions Report* was prepared by UNC Charlotte's Urban Institute with funding from Mecklenburg County Community Support Services at the request of the Charlotte-Mecklenburg Housing Advisory Board.
- Part of a broader conversation that included a lecture and community conversation with Matthew Desmond, author of *Evicted: Poverty and Profit in the American City*.



## IMPORTANT PRINCIPLES/BACKGROUND

- 2017 Key Findings...
  1. **Education on legal rights and responsibilities.** Tenants should be made more aware of their legal rights and responsibilities during the formal and informal eviction process. Increased supports for legal representation of tenants in the court system could also be beneficial, as the legal system can be difficult to navigate. Landlords should also be provided with additional training on their legal rights and responsibilities when attempting to evict a tenant.
  2. **Reduce the impact of evictions on tenants.** Work should be done to reduce the impact of eviction on tenants. An example of a potential opportunity includes expunging an eviction record if the case went in favor of the tenant or did not result in an eviction, so that an attempted eviction does not negatively impact the tenant's ability to obtain housing in the future.



## IMPORTANT PRINCIPLES/BACKGROUND

### What We Found?

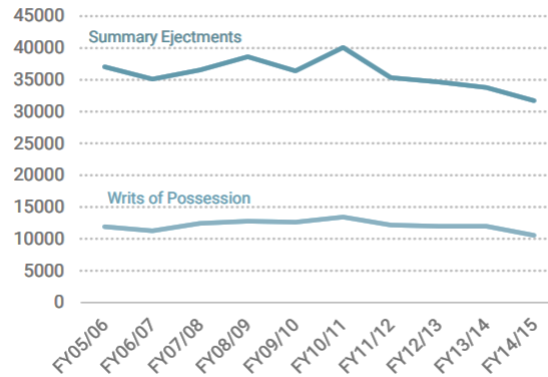
3. **Provide long-term case management.** Long-term case management services could help to support tenants in many aspects of life including responsible tenant practices, financial literacy, employment, etc.
4. **Increase affordable housing options and income.** The primary reason for eviction is non-payment of rent. Solutions could include the expansion of affordable housing and pathways to increased income and overall housing stability.



## IMPORTANT PRINCIPLES/BACKGROUND

- Trends in Mecklenburg County Evictions

Summary Ejectments and Writs of Possession  
Mecklenburg County Sheriff's Office  
FY2005/2006 to FY2014/2015



Source: UNC Charlotte Urban Institute analysis of Mecklenburg County Sheriff's Office data



## TASK 3 – EVICTIONS

- 3.a. – Work with courts to identify if eviction filings are still occurring
- 3.b. – Determine what the scale of evictions hearings will be when the courts reopen

**1,800+**  
Summary  
Ejectments

**140+**  
Appeals



## TASK 3 – EVICTIONS

- 3.c. – Work with the Courts to improve the evictions processes

### MEDIATION AS AN ALTERNATIVE TO EVICTION

- The City of Charlotte’s **Dispute Resolution Program**, a division of the Community Relations Committee since 1983, has provided mediation service to tenants and landlords.
- The program staff and volunteers conduct outreach to tenants both pre- and post-eviction filing.
- The services have always been FREE and the agreements are binding.
- Mary Williams to provide an update on the program activities during COVID-19 and more recent developments.



## TASK 3 – EVICTIONS

### PROPOSED LEGISLATION - PROTECTIONS FOR TENANTS

" § 42-36.1B. Post-judgment relief agreements.

(a) As used in this Chapter, a “post-judgment relief agreement” is an agreement between a landlord and a tenant that allows the tenant to retain or regain possession of the demised premises after a landlord has been granted a judgment for possession of the premises. A post-judgment relief agreement shall be in writing.



## TASK 3 – EVICTIONS

### PROPOSED LEGISLATION - PROTECTIONS FOR TENANTS

(b) Once the tenant has fulfilled the terms of a post-judgment relief agreement with the landlord, the landlord (1) may not cause the issuance, nor participate in the execution of a writ of possession or cause any execution to issue on any monetary judgment related to the judgment for possession and (2) within thirty (30) days after the tenant has fulfilled the terms of the post-judgment relief agreement, the landlord shall file – in the legal action in which the judgment for possession was entered – a motion for relief from the judgment with the post-judgment relief agreement, accompanied by a proposed order, in accordance with subsection (c). The landlord must serve a copy of the motion and proposed order on each defendant in accordance with G.S. 1A-1, Rule 5. The Administrative Office of the Courts shall develop and make available for the public a form motion and order to be used in accordance with this section.



## TASK 3 – EVICTIONS

### PROPOSED LEGISLATION - PROTECTIONS FOR TENANTS

(c) A motion filed pursuant to subsection (b) above, shall, as a matter of law, constitute grounds under G.S. 1A-1, Rule 60(b)(5) for relief from the judgment. The proposed order accompanying the motion shall (i) grant the moving party's motion in full, setting aside the judgment entered in the action, and (ii) dismiss with prejudice the moving party's claims in the action.



## TASK 3 – EVICTIONS

### PROPOSED LEGISLATION - PROTECTIONS FOR TENANTS

(d) Within five (5) business days after the landlord's filing of this motion, the Chief District Court Judge, or their designee, must conduct an *ex parte* review of the motion and sign the proposed order so long as the motion and proposed orders are consistent with the provisions of this Section. The clerk shall mail a copy of the filed order to the landlord and tenant in self addressed stamped envelopes provided by the landlord upon filing the motion.



## TASK 3 – EVICTIONS

### PROPOSED LEGISLATION - PROTECTIONS FOR TENANTS

(e) As a result of failure to file a motion and proposed order for relief pursuant to subsections (b) and (c) of this section then anytime at least 30 days following written demand from a tenant, a tenant may file a motion to enforce subsections (b) and (c) of this section and to have the landlord held liable for one or more of the following:

(1) The defendant's attorneys' fees and costs resulting from the failure to file a motion and proposed order for relief.

(2) Monetary damages to the defendant as follows:

a. For a judgment based upon unpaid rent, an amount not exceeding the original amount of unpaid rent.

b. For a judgment not based upon unpaid rent, an amount equal to one month's rent pursuant to the lease or agreement.



## TASK 3 – EVICTIONS

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### Next Steps

- July 2 – Present Final Recommendations