

E2SSB 5160 - H AMD TO HHSV COMM AMD (H-1400.1/21) **625**

By Representative Barkis

WITHDRAWN 04/08/2021

1 On page 3, line 11 of the striking amendment, after "moratorium"
2 insert ", provided that the tenant certifies that: (a) The tenant's
3 health or income, or the health or income of the tenant's dependent,
4 was adversely affected by COVID-19, and (b) the tenant cooperated with
5 any efforts by the landlord to obtain rental assistance on the
6 tenant's behalf"

7
8 On page 3, line 12 of the striking amendment, after "(2)" strike
9 "For" and insert "Provided that the tenant certifies that the tenant's
10 health or income, or the health or income of the tenant's dependent,
11 was adversely affected by COVID-19, and the tenant cooperated with any
12 efforts by the landlord to obtain rental assistance on the tenant's
13 behalf, for"

EFFECT: (1) Provides that a landlord may not charge or impose any late fees or other charges against any tenant for nonpayment of rent that became due between March 1, 2020, and six months following the expiration of the eviction moratorium, provided that the tenant certifies that the tenant's health or income, or the health income of the tenant's dependent, was adversely affected by COVID-19, and the tenant cooperated with any of the landlord's efforts to obtain rental assistance.

(2) Provides that, for rent that accrued between March 1, 2020, and the six months following the expiration of the eviction moratorium, a landlord may not report to a prospective landlord a tenant's nonpayment of rent or an unlawful detainer action, and a prospective landlord may not take an adverse action based on a prospective tenant's nonpayment of rent, provided that the tenant certifies that the tenant's health or income or the health or income of the tenant's dependent was adversely affected by COVID-19, and the tenant cooperated with any efforts by the landlord to obtain rental assistance.

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