

## Testimony Regarding LC 45 and LC 90

I had signed up to testify, it appears there were some technical difficulties during today's session so I decided to submit written testimony in the hopes that my comments reach the committee for review. This gave me the opportunity to hear the testimony of others and helped me to shape the feedback below.

The conversation needs to change from no moratorium continuation vs a lengthy eviction moratorium to: **How can we implement a responsible eviction moratorium that limits the harm caused to both tenants and landlords which allows time for both the state and federal government to fund and distribute a meaningful amount of rental assistance and unemployment insurance to its citizens.**

The residential eviction moratorium provisions in LC 45 and LC 90 before you for consideration leave gaps that allow for acts of bad faith to occur.

- Add a bad faith provision to nonpayment of rent which will allow for the aggrieved party to pursue their rights accordingly should abuse of the eviction moratorium occur.
- Expand access to rental assistance funds for those with a rent delinquency and require that those that receive public assistance funding to utilize those funds for payment of rent.
- Provide a concrete date the eviction moratorium provisions are tied to and decouple it from the state of emergency expiration to provide certainty for all parties.
- Expand COVID-19 related immunity provisions to Housing providers as was offered to non-profit organizations. Landlords need to be able to safely maintain residential and commercial properties without fear of repercussions. Currently even with strict social distancing policies, requiring staff to wear full personal protective equipment including masks, gloves, shoe coverings and pre screening for symptoms in employees and asking pre screening questions for residents there is a cloud of potential liability causing life safety items like dryer vent cleaning that is done regularly to prevent fires to be postponed for the foreseeable future. Allow OSHA and OHA to continue to provide guidelines for companies to operate within that minimizes exposure instead of subjecting companies to unknown liability and risk.

Thank you for your time and consideration,

Jessica Greenlee

907-250-5877

[jgreenlee@affinityproperty.com](mailto:jgreenlee@affinityproperty.com)