# **EVICTIONS IN MAINE:**

An Analysis of Eviction Filings and Outcomes as the COVID-19 Pandemic Threatens to Increase Rental Housing Instability

September 2020



# TABLE OF CONTENTS

INTRODUCTION	1
THE IMPACT OF EVICTIONS ON FAMILIES	3
THE LAUNCH OF MAINE'S EVICTION TRACKING DATABASE & INITIAL FINDINGS	5
Number of Eviction Filings	6
Reason Cited for Eviction Action	8
Arrearages Claimed in Nonpayment Cases	9
Eviction Case Outcomes	10
Legal Representation & Its Impact	11
CHALLENGES WITH EVICTION DATA	13
WHERE WE GO FROM HERE	16
APPENDICES	17
APPENDIX A. AN OVERVIEW OF THE EVICTION PROCESS IN MAINE	18
APPENDIX B. DATA POINTS COLLECTED IN EVICTION TRACKING DATABASE	21
APPENDIX C. SUMMARY OF COVID-RELATED EVICTION PROTECTION ACTIONS	22
APPENDIX D. SUMMARY OF AUGUST 2020 INTERVIEWS WITH AT-RISK RENTER HOUSEHOLDS	24

### INTRODUCTION

The impact of the COVID-19 pandemic has strongly reinforced that *home matters*, perhaps more than ever. While the safety, quality, affordability, and location of our housing has long been understood as one of the strongest predictors of individual and family outcomes, the pandemic has magnified its importance to public health. The ability to safely distance from others, shelter in place, and quarantine at home following an exposure are key elements of efforts to control the community spread of COVID-19.

Unfortunately, due to the economic toll of the pandemic and the widespread job and wage loss among renters, many households are struggling to keep up with their rent obligations and are at a heightened risk of eviction. Any increase in evictions would likely have the effect of deepening the public health and economic crises that Maine is currently experiencing. In the current economic environment, lasting eviction prevention is largely dependent on whether adequate rental assistance resources and/or income supports are made available to low- and moderate-income people as we head into the fall and winter months.

The U.S. Centers for Disease Control and Prevention issued a nationwide eviction moratorium in early September that suspends new and in-process evictions for nonpayment of rent due to COVID-related income loss. However, tenants are still obligated to pay their rent, and without additional rental assistance from Congress to help cover their mounting rental debt, many renter households are likely to face eviction as soon as the moratorium is lifted.

To determine the extent of the eviction crisis in Maine and inform policymakers of its implications, the Maine Affordable Housing Coalition (MAHC) has launched an eviction tracking database (ETD). Currently, the ETD includes data on eviction actions in 13 district courts¹ covering six of Maine's 16 counties: Androscoggin, Cumberland, Kennebec, Penobscot, Sagadahoc and York. 73% of Maine's renter households live in these six counties, and 79% of all eviction complaints in Maine between 2015-2019 were filed there. Resource limitations and geographic challenges prevent us from being able to gather eviction filing details from each of Maine's 29 district courts.

The information presented in this report was gathered through comprehensive analysis of eviction actions filed at the district courts within the six counties referenced above, between January 1 and June 30, 2020. Going forward, MAHC will maintain the ETD for cases filed at eight district courts<sup>2</sup> - which account for nearly three-quarters of Maine's overall eviction caseload in recent years - with the hopes that the state will eventually have the capacity to provide this information to the public on its own.

Prior to the launch of the ETD, Maine lacked accessible details about the thousands of eviction cases filed across the state each year. While some states have the technological capacity to electronically track key eviction data on a weekly or monthly basis, Maine's system is entirely paper-based and requires interested parties to conduct in-person file review at each of the state's

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<sup>&</sup>lt;sup>1</sup> Lewiston, Portland, Bangor, Biddeford, Augusta, Waterville, Springvale, West Bath, Bridgton, Newport, York, and Lincoln/Millinocket (these district courts are where all evictions in Androscoggin, Cumberland, Kennebec, Penobscot, Sagadahoc and York Counties must be filed).

<sup>&</sup>lt;sup>2</sup> Lewiston, Portland, Bangor, Biddeford, Augusta, Waterville, Springvale, and West Bath.

29 district courts in order to ferret out the number of eviction cases filed, the reason for those filings, outcomes, and other key data points. The state's inability to regularly track such information (properly de-identified to avoid its use as a screening mechanism to restrict renter households' access to their next home) creates a "blind spot" for policymakers, agencies, and advocates, and hinders efforts to prevent evictions whenever possible.

This report provides a comprehensive analysis of eviction prevalence and outcomes between January 1 and June 30, 2020, as well as an overview of Maine's eviction process and its impact on Maine families. It is our hope that this information will allow policymakers and the public to put forthcoming eviction activity into greater context and make it easier to formulate data-driven policy responses.

## THE IMPACT OF EVICTIONS ON FAMILIES

Housing displacement is often a highly traumatic, highly consequential event, especially for low income families. The Eviction Lab at Princeton University—a leading team of researchers, students, and website architects working to highlight the prevalence, causes, and consequences of evictions nationwide—describes the fallout of eviction in this way:

"Eviction causes a family to lose their home. They often are also expelled from their community and their children have to switch schools. Families regularly lose their possessions, too, which are piled on the sidewalk or placed in storage, only to be reclaimed after paying a fee. A legal eviction comes with a court record, which can prevent families from relocating to decent housing in a safe neighborhood, because many landlords screen for recent evictions. Studies also show that eviction causes job loss, as the stressful and drawn-out process of being forcibly expelled from a home causes people to make mistakes at work and lose their job. Eviction also has been shown to affect people's mental health: one study found that mothers who experienced eviction reported higher rates of depression two years after their move. The evidence strongly indicates that eviction is not just a condition of poverty, it is a cause of it."

Prior to the pandemic, between 2015-2019, an average of 5,801 evictions were filed annually in Maine. Today, job and income loss due to COVID-19 threatens to exacerbate both the prevalence and negative impacts of eviction. As of July, unemployment rates in Maine remain very high, ranging between 8.7 to 10 percent.<sup>3</sup> The loss of earned income, especially among low and moderate income renters, coupled with the cessation of federal enhanced unemployment benefits, places renters at heightened risk of eviction.

In addition to the increased risk of housing displacement, eviction curtails efforts to control the spread of COVID-19 and protect the public health. Without a safe and secure home, it is much harder to socially distance from others, let alone quarantine if necessary. Families who are evicted are often forced to double up with others in overcrowded housing conditions or move to a homeless shelter. Such living arrangements have been shown to increase the contraction and spread of COVID-19.

In addition to its public health ramifications, eviction often causes enormous personal trauma with significant repercussions to economic and personal well-being. Eviction increases depression, suicide, and anxiety<sup>4</sup>. It creates barriers to employment and social services<sup>5</sup>. For children, it results in emotional and educational decline<sup>6</sup>. As the Center on Budget and Policy Priorities explains, the eviction process is costly for tenants and landlords alike:

<sup>&</sup>lt;sup>3</sup> Metropolitan Statistical Areas included in unemployment rate in Maine are Bangor, Lewiston-Auburn, Portland-South Portland. U.S. Bureau of Labor Statistics, New England – Labor Force Statistics (July 2020), https://www.bls.gov/regions/new-england/data/xg-tables/ro1xg02.htm.

<sup>&</sup>lt;sup>4</sup> Matthew Desmond & Rachel Tolbert Kimbro, *Eviction's Fallout: Housing, Hardship, and Health*, 94 Soc. Forces 295, 316-19 (2015); Yerko Rojas & Sten-Åke Stenberg, *Evictions and Suicide: A Follow-Up Study Of Almost 22 000 Swedish Households In The Wake Of The Global Financial Crisis*, 70 J. of Epidemiology & Comm. Health 409 (2016). <sup>5</sup> Matthew Desmond & Carl Gershenson, *Housing and Employment Insecurity Among the Working Poor*, 63 Soc.

Prob. 46, 46 (2016).

<sup>&</sup>lt;sup>6</sup> See Matthew Desmond, *Unaffordable America: Poverty, Housing, and Eviction*, U. Of Wis.: Inst. For Res. On Poverty (Mar. 2015), <a href="https://www.irp.wisc.edu/publications/fastfocus/pdfs/">https://www.irp.wisc.edu/publications/fastfocus/pdfs/</a> FF22-2015.pdf.; Thomas Kottke et al.,

"When evicted, renters must bear the cost of moving or replacing their possessions in addition to the hurdle of paying a deposit for a new rental unit. Workers who are evicted may miss work to attend hearings or move, pay more in commuting costs from their new home, or lose their job entirely. Landlords and tenants both often have to pay court fees, and most landlords also incur attorney fees. Landlords may also lose rental income while waiting for a new tenant to move in."

Finally, an eviction judgment will appear on a tenant's credit report for up to seven years, damage their credit score, and make it harder for them to secure a safe home in the future. Many housing providers screen prospective tenants out of the application process based on the appearance in records of even just an eviction *filing*, regardless of the case outcome. This is one of the reasons that eviction causes long-term housing insecurity and almost always results in a downward move to under-resourced neighborhoods and poor housing conditions.

Given the widespread concern that unemployment may remain high well into 2021, the increased risk of large-scale evictions that could accompany such a long-term loss of earned income, and the severe impacts that such an outcome would have on renters, landlords, communities, and public health alike, it is critical that policymakers have the information they need to limit the threat that evictions could pose to Maine people in the challenging months ahead. The data below, and to be provided going forward, is intended to serve that purpose.

Access to Affordable Housing Promotes Health and Well-Being and Reduces Hospital Visits, 22 Permanent J. 1, 2–3 (2017); see also Stephen Gaetz et al., Youth Homelessness and Housing Stability: What Outcomes Should We Be Looking For?, 32 Healthcare Mgmt. F. 73 (2019).

# THE LAUNCH OF MAINE'S EVICTION TRACKING DATABASE & INITIAL FINDINGS

Eviction cases in Maine are adjudicated in 29 district courthouses located throughout the state's 16 counties. As shown in Table 1 below, however, nearly 75% of forcible entry and detainer (FED), or eviction, actions in the past five years were filed in just five of those counties: Cumberland, Androscoggin, Penobscot, York and Kennebec. While FED filings also include commercial evictions and evictions of personal property, the vast majority are for residential evictions.

Table 1: FED Filings in Maine, FFY 2015-19, by County

County	FY15	FY16	FY17	FY18	FY19	5-Year Total	Yearly Average
Cumberland	1,024	968	889	947	834	4,662	932
Androscoggin	969	962	950	877	850	4,608	922
Penobscot	974	896	907	909	800	4,486	897
York	975	779	754	848	753	4,109	822
Kennebec	751	777	765	743	735	3,771	754
Aroostook	248	259	271	291	297	1,366	273
Sagadahoc	277	243	237	257	224	1,238	248
Somerset	207	201	213	197	219	1,037	207
Oxford	179	179	181	184	173	896	179
Knox	136	119	140	101	90	586	117
Hancock	96	132	116	138	93	575	115
Waldo	104	80	126	103	76	489	98
Lincoln	79	83	58	60	67	347	69
Franklin	69	55	66	67	59	316	63
Washington	60	70	67	57	59	313	63
Piscataquis	38	33	41	46	47	205	41
Totals	6,186	5,836	5,781	5,825	5,376	29,004	5,801

Source: MAHC compilation of Maine Justice Information System data

Researchers often consider the prevalence of evictions by examining the *eviction filing rate*, which is the number of evictions filed per 100 renter homes in an area. An eviction filing rate of 6% means that 6 of every 100 renter households faced eviction in the selected area for the selected time frame. Table 2 below shows the annual eviction filing rate for Maine's 16 counties, based on the average number of filings over the 5-year period from 2015-2019.

Table 2: Eviction Filing Rate in Maine, FFY 2015-19, by County

County	Avg. Annual FED Filings	Total Renter Households	Eviction Filing Rate
Sagadahoc	248	3,846	6.4%
Androscoggin	922	16,219	5.7%
Kennebec	754	15,099	5.0%
Penobscot	897	18,657	4.8%
Oxford	179	4,057	4.4%
Somerset	207	5,215	4.0%
York	822	21,799	3.8%
Aroostook	273	8,382	3.3%
Knox	117	3,967	3.0%
Waldo	98	3,484	2.8%
Franklin	63	2,461	2.6%
Cumberland	932	37,422	2.5%
Piscataquis	41	1,796	2.3%
Lincoln	69	3,372	2.1%
Hancock	115	5,806	2.0%
Washington	63	3,254	1.9%

Sources: MAHC compilation of Maine Justice Information System data, 2018 ACS 5-Year Estimates

In addition to compiling data from the Maine Justice Information System shown above, MAHC has comprehensively reviewed over 900 eviction cases filed in six counties (Androscoggin, Cumberland, Kennebec, Penobscot, Sagadahoc and York) between January 1 and June 30, 2020. The analysis below covers five key data points from these eviction actions: number of cases filed, reason cited for the eviction filing, arrearages claimed in nonpayment cases, outcomes of cases for which a final judgment has been rendered, and the legal representation of landlords and tenants. Understanding the way that the eviction process plays out in Maine, as outlined in Appendix A, provides useful context for how this data was collected. For a complete list of data points that MAHC collected on these cases, including a description of where each data point was found in the eviction files, see Appendix B. While the data below is sometimes presented in aggregate, it is often broken down by county in order to reflect geographic differences in eviction-related activity across the state.

### Number of Eviction Filings

Filings in each county must be made in one of the specific courthouses listed below. <sup>7</sup> In Table 3, "N" represents the total number of eviction complaints filed at each courthouse between January 1 and June 30, 2020.

Table 3. Number of Eviction Filings by County & District Courthouse, January 1 – June 30, 2020

County	Maine District Courthouses	
Androscoggin	Lewiston District Court (N = 146)	
Cumberland	Bridgton District Court (N = 21)	
Cumbenand	Portland District Court (N = 195)	
Kennebec	Augusta District Court (N = 103)	
Kennebec	Waterville District Court (N = 87)	
	Bangor District Court (N = 120)	
Penobscot	Lincoln District Court (N = 11)	
Periodscot	Millinocket District Court (N = 4)	
	Newport District Court (N = 23)	
Sagadahoc	West Bath District Court (N = 29)	
	Biddeford District Court (N = 90)	
York	Springvale District Court (N = 73)	
	York District Court (N = 4)	

Tables 4 and 5 below show the number of eviction filings in the subject counties, broken out into two different time periods: January 1 to March 15, 2020, (prior to the shutdown of Maine's court system due to the COVID-19 pandemic) and March 16 to June 30, 2020 (during which time the court shutdown was in effect<sup>8</sup>).

<sup>&</sup>lt;sup>7</sup> For more detailed jurisdictional information about each courthouse by municipality, see https://www.courts.maine.gov/maine\_courts/findacourt/court\_by\_town.shtml

<sup>&</sup>lt;sup>8</sup> By order of the Maine Supreme Judicial Court, eviction cases filed on or after March 15<sup>th</sup> were only permitted to proceed to a hearing if they involved "urgent and compelling reasons." That limitation lifted on August 3, 2020.

Table 4. Number of Eviction Filings, January 1 through March 15, 2020

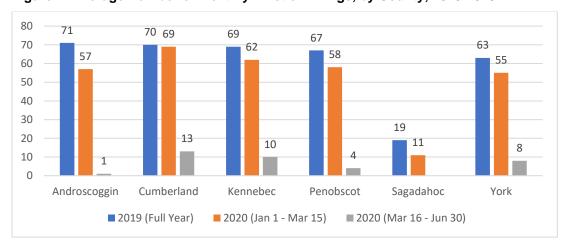
County	Jan	Feb	Mar 1-15	Total
Androscoggin	50	62	31	143
Cumberland	66	60	46	172
Kennebec	70	61	25	156
Penobscot	71	56	18	145
Sagadahoc	16	7	5	28
York	50	46	42	138
Total	323	292	167	782

Table 5. Number of Eviction Filings, March 16 through June 30, 2020

County	Mar 16-31	Apr	May	Jun	Total
Androscoggin	0	1	2	0	3
Cumberland	1	4	25	14	44
Kennebec	8	15	7	4	34
Penobscot	3	2	1	7	13
Sagadahoc	0	0	0	1	1
York	6	3	12	8	29
Total	18	25	47	34	124

As shown in Figure 1 below, the average number of eviction filings per month was slightly lower for the January 1 to March 15, 2020, time frame than the monthly average of FED filings in 2019. There are at least two data-related issues that may have contributed to this difference: first, evictions across the country tend to increase in the summer months, which means the average number of eviction filings from January to March 2019 was likely slightly lower than the monthly average for the full 2019 year. Second, the 2019 data published by the Maine Judicial Branch counts all FED filings, which include commercial evictions and evictions of personal property in addition to residential evictions. MAHC's data for 2020 counts residential eviction filings only.

Figure 1: Average Number of Monthly Eviction Filings, by County, 2019-2020



Between March 16 and June 30, 2020, as shown in Table 5 above, the number of eviction filings dropped dramatically. This reduction likely occurred because: (1) the state court system barred all but the most urgent eviction cases from proceeding to a hearing; (2) federal and state eviction moratoriums were enacted to protect certain renters; and (3) federal and state programs (including stimulus checks, enhanced unemployment benefits and rental assistance resources) were created to help low and moderate income households navigate the pandemic. For a more detailed explanation of the COVID-19 policies and programs affecting eviction filings after March 15<sup>th</sup>, see Appendix C.

While it appears that eviction filings in some counties dropped more drastically than others after March 15, 2020, this is likely due to challenges at specific courthouses with accessing cases in which a final judgment had not yet been rendered. This challenge was especially pronounced at the Lewiston and Augusta courthouses. MAHC will update these filing numbers in the months ahead, as individual courthouse systems permit.

#### Reason Cited for Eviction Action

MAHC utilized the complaints and notices to quit included in the court files to discern the reasons that landlords filed for eviction. Those reasons were then categorized, as follows:

- "For Cause Nonpayment": Alleged nonpayment of rent was the sole stated cause of the eviction filing.
- "For Cause Other": Allegations of damage to the apartment, causing a nuisance to other tenants or neighbors, allowing unauthorized occupants to live in the unit, or committing some other material breach of the lease (cases that cited a combination of nonpayment and one of these other "for cause" allegations were counted in this category only).
- "No Fault": Tenant at will (i.e., a tenant who rents a unit without a lease agreement)
  received a 30-day Notice to Quit, or a landlord sent a notice to the tenant that the lease
  was not being renewed without fault on the tenant's part, and the tenant failed to timely
  vacate the unit.
- "Not Indicated" Complaints and/or notices to quit that were written in such a way that it was not possible to discern the reason for the eviction filing.

As shown in Table 6 below, of the 782 eviction cases filed prior to the court system's COVID-19 shutdown and which stated a reason for the action, nearly three-quarters were for allegations of nonpayment of rent. "For Cause-Other" evictions accounted for 14%, while 8% were "No Fault."

Table 6. Reason for Eviction Action	Januar	y 1 through March 15,	2020

County	(N)	For Cause - Nonpayment	For Cause - Other	No Fault	Reason Not Indicated
Androscoggin	143	78%	11%	7%	4%
Cumberland	172	74%	17%	8%	0%
Kennebec	156	76%	18%	6%	0%
Penobscot	145	58%	12%	3%	27%
Sagadahoc	28	86%	11%	4%	0%
York	138	73%	12%	15%	0%
Overall	782	73%	14%	8%	6%

Figure 2 below provides a look at the shift in why landlords filed eviction actions prior to and after the COVID-19 shutdown. There was a significant drop in the percentage of cases that were filed for nonpayment and a rise in the percentage of cases categorized as "for cause-other." This shift is likely explained by the Maine court system's decision in March to stop scheduling eviction hearings except for cases in which a landlord showed "urgent and compelling reasons" that the case should proceed. The postponement of hearings for more typical eviction cases – including nonpayment of rent - served to limit such filings.

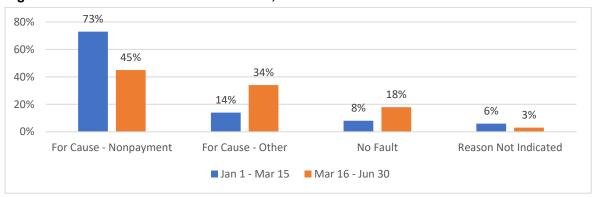


Figure 2. Reason Cited for Eviction Action, Pre-COVID vs. Court Shutdown Period

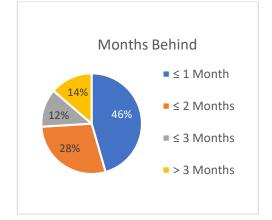
## Arrearages Claimed in Nonpayment Cases

Of the 623 evictions that were discernably filed for nonpayment of rent in the first half of this year, MAHC was able to identify information on the arrearages sought by the landlord in 553, or 89%, of such cases. Of those 553 cases, it was possible to discern both the dollar amount of past due rent and the number of months the tenant was behind for 320 cases, while it was possible to identify only the dollar amount owed in 195 cases and only the number of months behind in 38 cases.

Figure 3 shows the median rent arrearage sought by landlords in nonpayment cases, while Figure 4 shows the distribution of how many months behind tenants were when these eviction cases were filed. In the vast majority of cases, tenants were behind on their rent by two months or less and owed between \$1,000-\$1,500 when the eviction complaint was filed.



Figures 3 and 4. Rent Arrearage, Months Behind Claimed by Landlords in Nonpayment Cases



#### **Eviction Case Outcomes**

Of the 906 cases in MAHC's ETD, a final judgment had been rendered in 739. Outcomes in those cases have been categorized as follows:

- "For Landlord by Default" Judgment for possession granted to landlord because tenant failed to appear at the hearing.
- "For Landlord by Agreement" Judgment for possession granted to landlord that is not contested by tenant or that is pursuant to an agreement such as a payment plan, an agreed upon move-out date, or similar provisions.
- "For Landlord After Hearing" Judgment for possession granted to landlord after a judge heard testimony and evidence from both parties.
- "For Tenant After Hearing" Judgment for tenant after a judge heard testimony and evidence from both parties.
- "Case Dismissed" No judgment. This typically occurs when the tenant has moved out or
  has cured the arrearages owed prior to the hearing date. It also sometimes occurs when
  a tenant complies with an agreement, and the landlord or tenant then moves to vacate an
  earlier judgment and dismiss the case.

Table 7 below shows county-by-county outcomes for the 739 cases filed this year which were adjudicated by June 30, 2020. Cases are most typically adjudicated in one of three ways: (1) the tenant fails to appear at the hearing, resulting in a default judgment for the landlord; (2) the landlord and tenant enter into some form of agreement that includes a judgment of possession for the landlord; or (3) the case is dismissed.

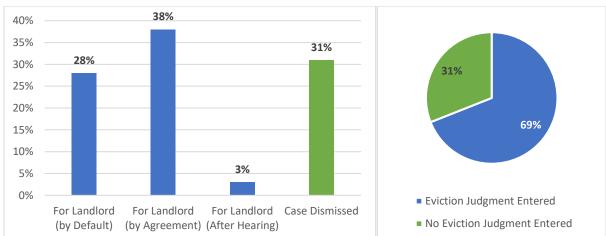
Table 7. Eviction Outcomes by County, January 1 - June 30, 2020

County	For Landlord (by Default)	For Landlord (by Agreement)	For Landlord (After Hearing)	Case Dismissed	For Tenant (After Hearing)	Total
Androscoggin	45	69	0	29	0	143
Cumberland	28	48	3	62	0	141
Kennebec	54	58	9	49	2	172
Penobscot	42	54	7	41	1	145
Sagadahoc	6	11	1	11	0	29
York	32	39	3	35	0	109
Total	207	279	23	227	3	739

A key challenge in analyzing eviction outcomes is that, even when judgment for possession is entered or a case is dismissed, it is not possible to definitively know whether the tenant was actually forced to vacate the unit. For example, even when a default judgment is rendered in favor of a landlord and a writ of possession is issued by the court, there is no way to determine whether the writ was actually executed (i.e., served on the tenant by a sheriff) or if a tenant left of their own accord. Similarly, if a case is dismissed before a hearing, the files do not indicate whether

that happened because the tenant paid the rent that was owed, the tenant vacated in order to avoid going to court, or for some other reason. However, the final judgment is useful in indicating whether a tenant's rental history will carry with it an eviction judgment. Judgments for the landlord by default, for the landlord by agreement, and for the landlord after hearing all leave an eviction judgment on a tenant's record – a highly consequential outcome that can reverberate negatively for renter households for many years to come.

As shown below, 69% of the cases filed in the first half of 2020 resulted in an eviction judgment. Regardless of the underlying reasons for the filing, any eviction judgment can have highly adverse implications for a renter household's ability to secure a home in the future. Even if a case is dismissed, the mere fact of an eviction filing jeopardizes a tenant's ability to secure housing in the future because that information is public and often gathered by tenant screening companies and sold to landlords.



Figures 5 and 6. Eviction Outcomes, Rate of Eviction Judgments, Jan 1 – Jun 30

## Legal Representation & Its Impact

Studies across the United States have shown that a key predictor of outcomes in eviction cases is whether the tenant has legal representation. MAHC was able to determine representation status for both parties in 780 of the 906 cases in the database, representing all cases in which a final judgment had been rendered, as well as cases that had at least one hearing, but were continued subject to ongoing negotiations between parties. Figure 7 below shows the percentage of landlords in each county who were represented at eviction proceedings, compared to the percentage of tenants who were represented. While there is a stark disparity between rates of landlord and tenant representation in every county, some counties, such as Cumberland and York, have higher rates of tenant representation. This is likely due to the larger presence of Pine Tree Legal Assistance (PTLA) attorneys in courthouses in those counties. Of the 149 cases in which tenants were represented in eviction proceedings, 136 were represented by PTLA.

<sup>&</sup>lt;sup>9</sup> See e.g. Heidi Schultheis and Caitlin Rooney, A Right to Counsel Is a Right to a Fighting Chance, Center for American Progress (Oct. 2, 2019),

https://www.americanprogress.org/issues/poverty/reports/2019/10/02/475263/right-counsel-right-fighting-chance.

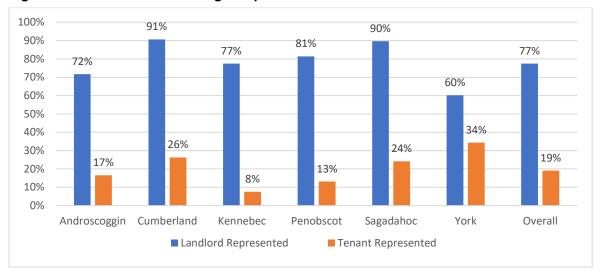


Figure 7. Landlord vs. Tenant Legal Representation in Eviction Cases

As shown in Figure 8 below, analysis of how tenant representation correlates with case outcomes suggests that tenants with an attorney were significantly more likely to avoid an eviction judgment than those who lacked representation.

Figure 8. Likelihood of Eviction Judgment, Tenant Represented by Attorney vs. Not Represented





## CHALLENGES WITH EVICTION DATA

Despite increased attention on evictions in recent years, researchers and policymakers still struggle to understand many of the causes, costs, and consequences of the eviction crisis due to significant challenges in gathering eviction data. While court records of eviction filings offer the most reliable source of data on eviction filings and judgments, they fail to capture the many evictions that occur outside of a courtroom, including illegal "self-help" evictions that skirt the judicial process and forced moves that occur after a Notice to Quit is delivered but before a case is ever filed. Further, even when court records can be accessed, there are many questions that the data does not answer, including how eviction rates vary by race, ethnicity, gender, familial status, and disability, and whether evicted renters have a housing subsidy, a prior eviction judgment on their record, or other risk factors, such as a job loss. Finally, inconsistency surrounding the type of information that is included in an eviction file can make the data difficult to aggregate across cases and compare against other jurisdictions and states.<sup>10</sup>

Below, we identify some of the data challenges MAHC faced in its efforts to create a Maine ETD and discuss its implications for the analyses provided in the previous section.

#### Number of Eviction Filings

Beyond failing to capture informal evictions that occur outside the court system as described above, there are several factors related to Maine's paper-based court record system that presented challenges to capturing all of the eviction filings that occurred between January-June 2020 at the 13 district courts MAHC visited. First, FED cases, which include residential evictions, commercial evictions, and evictions of personal property, are part of a larger filing category known as "Special Actions," which also include Recovery of Personal Property Cases, and creditor-debtor Money Judgments. For this reason, when all eviction cases are requested, court clerks must skim through all Special Actions files in order to pull the FED cases, leaving the chance for a small number of eviction cases to be overlooked and left out of the file pull. Thus, the number of eviction filings recorded may slightly understate the total number of filings that actually occurred in a given timeframe.

A second challenge presented by Maine's paper-based court records system is that eviction cases in which a final decision has not yet been rendered may get filed separately or occasionally may not appear in the Special Action files. At several courthouses, we were told that cases that had not yet been heard or in which a final judgment had not yet been rendered were likely scattered across various clerks' desks or may be awaiting action from the judge. While these cases will eventually appear in the database once a final judgment has been rendered, this delay may lead to an undercounting of the number of eviction filings pending at any given time. MAHC is working with the Maine Judicial Branch to see whether this problem can be resolved.

<sup>&</sup>lt;sup>10</sup> For a more detailed discussion regarding challenges with gathering and analyzing eviction data, see Emily Peiffer, Robust Eviction Data Can Keep Cities from "Designing Policy in the Dark," Housing Matters (Aug. 15, 2018), https://housingmatters.urban.org/feature/robust-eviction-data-can-keep-cities-designing-policy-dark.

Finally, recording the month in which an eviction complaint is filed can be challenging due to differences between the date that the complaint arrives at the court and the date that the court records the eviction, as indicated by a purple stamp on the Complaint Sheet. While the date that the complaint arrives at the court is likely most useful to policymakers and researchers, the court's recording and file numbering system seems to be organized according to the date at which the case is scheduled for its first hearing. For example, at many courthouses, complaints delivered to the court after the last hearing date in the month of January may all get recorded on the day or two preceding the next hearing date in February, when the cases will be heard. These discrepancies pose more significant challenges when trying to ascertain the number of cases filed before and after the COVID-19-related court closures beginning on March 15.

#### Reason Cited for Eviction Action

Discerning the reason for an eviction based on a notice to quit or complaint poses several challenges due to inconsistencies in the information included in eviction filings. While some attorneys directly state the reason for the eviction in the complaint, others simply provide that the tenant has refused to vacate the premises after the date indicated by the notice to quit. In this case, MAHC looked to the notice to quit and/or the agreement of the parties to try to determine the reason for the eviction filing. However, there was also variation regarding whether either of these documents were included in the case file.

Further, it is possible that the reason for the eviction stated or implied in the case file is not the true reason for the eviction, but rather is part of a strategy geared toward a desired outcome. For example, a landlord who wishes to evict a tenant for nonpayment may instead provide notice for a "no fault" eviction if they believe the tenant is likely to raise defenses regarding the condition of the property as justification for nonpayment.

#### Arrearages Claimed in Nonpayment Actions

Similar to the challenges in determining the reason for an eviction action, there were also discrepancies regarding whether case files included information on arrearages and, if they did, the format in which it was provided. For example, while some cases indicated arrearages as a dollar amount, others indicated a number of weeks or months that a tenant was behind on rent. In some cases, the monthly rent owed was provided, which allowed MAHC to convert dollars to months or months to dollars in order to create additional bases for analysis across cases; however, such conversions may have slightly overstated or understated arrearages in cases where arrearages encompassed nonpayment of rent plus nonpayment of additional costs such as late fees, utility charges or parking charges.

Additionally, a significant challenge in collecting data on arrearages is the dynamic nature of arrearages throughout the progression of the eviction process. While MAHC was primarily interested in the arrearages owed at the time the landlord filed the complaint, in many cases we were only able to capture arrearage information at the time the notice to quit was delivered, which is typically 1-2 weeks before the complaint is filed, or at the time the parties entered into an agreement, which typically occurs 1-2 weeks after the complaint is filed (on the date of the hearing). While the arrearages owed may remain stagnant between these dates, it is possible

that they would have increased (in the event another month's rent deadline passed), or decreased (in the event that the tenant partially cured by paying a portion of the arrearage) in the interim.

#### **Eviction Case Outcomes**

While court records indicate the final judgment that was rendered in an eviction case, they often fail to provide information regarding whether the tenant actually retained or lost possession of their home. For example, while the majority of cases result in a judgment entered for the landlord, only a portion of such case files show that a writ of possession was ever issued. On one hand, the absence of a writ of possession may indicate that the tenant paid the rent soon after the judgment was entered and the landlord chose not to request a writ of possession, allowing the tenant to remain. On the other hand, it may mean that the tenant vacated soon after the judgment was entered, eliminating the need for the landlord to request a writ. Similarly, when the landlord and tenant enter into an agreement allowing the tenant to remain in their home subject to the performance of certain payment or other obligations, such agreements often provide that a writ of possession will issue in the normal course but will not be executed (i.e. enforced) unless the tenant fails to perform, eliminating the need for any future court action in order to evict the tenant. Such agreements sometimes remain in effect for up to a year, allowing the landlord to request/execute a writ of possession for a late rental payment in the future even after the arrearages at the time of the hearing had been cured.

## WHERE WE GO FROM HERE

This report is intended to provide an overview of the status of evictions in Maine during a time of great uncertainty and housing instability as local, state and federal governments work to contain the COVID-19 virus and its economic fallout. The pandemic has both highlighted and exacerbated the affordable housing crisis in Maine. If low and moderate income renters continue to face extended economic uncertainty and loss of earned income, the state may confront a troubling wave of evictions as soon as the federal eviction moratorium is lifted. Such an eviction crisis, left unaddressed, could result in severe harm to tenants, landlords and Maine communities on a mass scale.

The data presented in this report provides a baseline for analysis of the eviction crisis across the state going forward. MAHC will continue to gather eviction data on a monthly basis from at least eight courthouses around the state: Lewiston, Portland, Bangor, Biddeford, Augusta, Waterville, Springvale, and West Bath. Recent history suggests that roughly three-quarters of the state's eviction actions are filed in those eight courts. If new resources become available, the database will be expanded to include each of Maine's 29 district courts in all of Maine's 16 counties.

Updated eviction data will be reported out on a regular basis in the unpredictable months ahead, to help inform state and federal policymakers about Mainers' housing security and aid decision-making on needed interventions. At the same time, MAHC will continue to conduct monthly interviews with roughly 75 working renter households across the state to better understand how they are navigating the pandemic and keeping up with their rent obligations (the most recent summary of those interviews is attached as <u>Appendix D</u>). It is our hope that the narratives offered through those interviews will provide a window into the level of eviction risk being experienced by Maine renters, and an indication of the likelihood that the state's court system will encounter the spike in eviction filings that many are predicting. Housing displacement of any kind poses enormous risks to the health, safety and security of Maine people; we hope this data will be useful in preventing such an outcome wherever possible.

# **APPENDICES**

### APPENDIX A. AN OVERVIEW OF THE EVICTION PROCESS IN MAINE

Understanding the way that the eviction process plays out in Maine provides useful context for the data and analysis presented in this report. Below is an overview of that process, highlighting in bold the legal documents which MAHC reviewed to collect the data points listed in <u>Appendix B</u>.

Nearly all residential eviction filings in Maine concern one of two types of rental agreements: (1) leases, in which the landlord and tenant enter into a signed contractual agreement, and (2) tenancies at will, a rental agreement that exists without a lease. While there are many similarities between the eviction process in both types of landlord-tenant relationships, the rights of tenants with leases are generally governed by the terms of the lease whereas the rights of tenants at will are governed primarily by Maine statute.<sup>11</sup> The below summary indicates where these differences arise.

#### Notice to Quit

The eviction process begins with a landlord delivering a **Notice to Quit** to the tenant, indicating a date by which the tenant must vacate the apartment and notifying the tenant of their right to contest the termination of the tenancy in court.

#### Leaseholds

Tenants may be evicted for breaching the terms of a lease. The notice provisions required to evict a tenant with a lease are as set forth in the lease, except that leases which do not contain explicit provisions for termination or a notice to quit are nonetheless subject to the same 7-day and 30-day notice requirements for tenants at will (as described below).<sup>12</sup>

#### Tenancies at Will

Notices to Quit for tenants at will typically take one of two forms: (1) a 7-day notice of termination "for cause", which may be issued to tenants for any of the reasons enumerated in 14 M.R.S. § 6002(1) <sup>13</sup> or (2) a 30-day notice of termination, which may be issued at any time and without reason. Although a 7-day notice for the nonpayment of rent must indicate that the notice will be voided in the case that the tenant pays the full amount of rent due before the notice's expiration, landlords have the option to issue a 7-day and 30-day notice simultaneously, meaning that payment will delay but not prevent the landlord's ability to file an eviction complaint.

#### Complaint

Provided that the tenant has not vacated the premises or cured all outstanding arrearages by the date of expiration indicated on the Notice to Quit, the next step in the process is for the landlord to file an **FED Summons and Complaint** in the Maine District Court with jurisdiction over the

<sup>&</sup>lt;sup>11</sup> Landlord-tenant issues for residential landlords and tenants are covered by 14 M.R.S. §§6001-6016.

<sup>&</sup>lt;sup>12</sup> While most leases do not provide the landlord with rights to issue a "no fault" Notice to Quit prior to the end of the lease term, landlords may issue a "no fault" notice of nonrenewal, indicating that they do not intend to renew the tenant's lease at the end of its term.

<sup>&</sup>lt;sup>13</sup> Reasons that a landlord may issue a 7-day Notice to Quit to a tenant at will include: (1) the tenant is 7 days or more in arrears of rental payments; (2) causing substantial damage to the premises; (3) causing the premises to become unfit for human habitation; (4) causing a nuisance on the premises, including threats or perpetration of violence to others; and (5) changing the door locks while refusing to give the landlord a duplicate key.

municipality in which the property is located. Similar to other types of civil actions, the Complaint must be served upon the tenant; however, unlike other types of civil actions, in the case that the landlord is unable to locate the tenant after three good faith attempts, the landlord may fulfill their service requirements by leaving a copy of the notice at the property and mailing a copy to the tenant's last known address. The Summons and Complaint will indicate the date on which the tenant must appear in court in order to contest the termination of tenancy.

While most tenants who intend to contest the Complaint or mediate an agreement with their landlord will wait until the day of the hearing to do so, others may reach an agreement beforehand or simply vacate the unit, eliminating the need to go to court. In these cases, the landlord will often dismiss the suit prior to the date of the hearing or appear at the hearing to dismiss the suit or present a signed agreement between the parties.

#### Hearing

Following proof of service on the tenant, the court will add the case to an upcoming FED hearing docket. Although the process by which district courts schedule eviction hearings vary, most Maine courts hold FED hearings every other week.

In the case that the tenant fails to appear at the eviction hearing, a judgment is immediately entered for the landlord "by default" if the landlord is able to demonstrate proper service of the summons and complaint upon the tenant. However, when the tenant appears at the hearing, parties are encouraged to negotiate an agreement that may be presented to the judge, which sometimes involves a formal mediation process led by a court-appointed mediator, but more often includes the parties (and possibly their attorneys) negotiating informally outside of the courtroom. Parties who are able to reach an agreement will then present the **Terms of Agreement**<sup>14</sup> (often in writing) to the judge, which may result in the entry of a final judgment "by agreement" or may require a continuance to a future court date. Provisions typically seen in agreements include: (1) dates by which the tenant agrees to vacate, which often provides extra time to find a new place to live before the date on which the tenant would otherwise be forced to move; (2) dates by which the tenant will agree to make certain rental payments in order to avoid eviction; or (3) some combination thereof, often with provisions that the judgment will be vacated or the suit dismissed if the tenant complies with all provisions of the agreement, or that the landlord will be entitled to an expedited issuance of a writ of possession in the case that the tenant defaults on their obligations under the agreement.

Parties that fail to reach an agreement appear before the judge for a trial, at which time they may make arguments and present evidence, often including lease agreements, proof of payment or nonpayment of rent, claims regarding neglect or mistreatment of the property, or arguments regarding whether the landlord followed proper due process procedures and maintained the property in violation of the warranty of habitability. The normal rules of court and court rules of evidence apply to these trials.

The judge will record the final judgment on a Judgment Sheet.

<sup>&</sup>lt;sup>14</sup> Formally drafted "Terms of Agreement" between parties are often titled "Stipulation for Docket Entry."

#### Writ of Possession

If the final judgment is entered in favor of the landlord, the next step in the process is for the landlord to request a **Writ of Possession**, which they may obtain 7 days following the date of the final judgment (if an agreement between the parties did not provide otherwise). An exception to this is for tenants-at-will, whose tenancy will be reinstated if they pay to the landlord all rent due and any filing fees and service of process fees actually paid by the landlord before the writ of possession issues. Once a writ of possession is obtained, it may immediately be served on the tenant by a county sheriff and informs the tenant that they have 48 hours to move out of the property with all of their belongings. If the tenant does not vacate within that time frame, the tenant can be considered a trespasser and the landlord may dispose of the tenant's property as set forth at 14 M.R.S. §6013. This law requires that landlords provide the tenant with a 7-day notice that contains a list of the property remaining in the rental unit. If the tenant claims the property within 7 days after the notice is sent, the landlord must release the property to the tenant and may not condition doing so on payment of any fee or other amount that may be owed to the landlord by the tenant.

For more information on Maine's eviction process, see "Rights of Tenants in Maine" prepared by Pine Tree Legal Assistance: https://ptla.org/sites/default/files/tenants.pdf.

# APPENDIX B. DATA POINTS COLLECTED IN EVICTION TRACKING DATABASE

Below is a list of the data points MAHC collected from the case files reviewed. For additional context regarding the sources of each data point, see the overview of the eviction process provided in <u>Appendix A.</u>

Data Point	Categories/Description of Data Point	Source(s)
Parties	Names of landlord/tenant(s)	Complaint
Address	Address of rental property/unit	Complaint
Date Notice to Quit	Date of service (in-person or at property if 3rd attempt)	Notice to Quit or Complaint
Date of Complaint	Date court records complaint (which may be different than date signed/delivered)	Court stamp on Complaint
Reason for Eviction	<ul><li>(1) Nonpayment</li><li>(2) Other – "For Cause"</li><li>(3) No Fault</li><li>(4) Not Indicated</li></ul>	Complaint, Notice to Quit, and/or Terms of Agreement
Rent	Dollar amount owed by tenant to landlord monthly/weekly	Complaint, Notice to Quit, and/or Terms of Agreement; Lease (if included)
Arrears Claimed	Outstanding balance alleged by landlord	Complaint, Notice to Quit, and/or Terms of Agreement
Hearing Date(s)		Court Summons; Separate Judgment Sheet for each hearing date
Landlord/Tenant Appearance	Whether each party or their attorney appeared at Court on date indicated in Summons	Judgment Sheet(s)
Landlord/Tenant Representation	Whether each party had legal representation	Complaint or Terms of Agreement (landlord); Notice of Entry of Appearance or Terms of Agreement (tenant)
Judgment Entered	<ul><li>(1) For Landlord by Default</li><li>(2) For Landlord by Agreement</li><li>(3) For Landlord After Hearing</li><li>(4) For Tenant</li><li>(5) Case Dismissed</li></ul>	Judgment Sheet
Terms of Agreement	If judgment by agreement, brief description of terms	Judgment Sheet, Court Alternative Dispute Resolution mediation agreement, or Stipulation of Agreement for docket entry
Date Judgment Entered		Date on final judgment sheet or date judge granted motion to dismiss
Writ Issuance	Whether writ of possession was requested/issued	Writ of Possession sheet
Date of Writ (if applicable)	Date on which writ was issued	Writ of Possession sheet

# APPENDIX C. SUMMARY OF COVID-RELATED EVICTION PROTECTION ACTIONS

Numerous actions have been taken at the state and federal level to protect Maine renters from eviction during the COVID-19 pandemic, and those actions have had the effect of limiting the number of eviction cases filed after March 15, 2020. These actions include court process changes, eviction moratoria, and rental assistance.

#### State of Maine Judicial Branch

On March 13, 2020, the Maine Supreme Judicial Court issued an Emergency Order suspending eviction proceedings in an effort to reduce the spread of the coronavirus. That action was followed by a series of additional judicial branch orders establishing a process for hearing only those eviction cases involving "urgent and compelling reasons" and, eventually, as of August 3, 2020, the resumption of proceedings for all types of eviction cases in Maine. While this series of actions did not prohibit landlords from filing eviction complaints, it did bar the vast majority of such filings from progressing to the hearing stage of the eviction process.

#### State of Maine Executive Branch

On April 16, 2020, Maine Governor Janet Mills issued Executive Order (EO) 40 FY 19/20, which prevented the execution of eviction orders that were issued prior to the court's suspension of eviction hearings in March. EO 40 also protected tenants from unauthorized evictions and extended certain notice to quit periods for tenants-at-will who were unable to pay their rent due to COVID-19.

Executive Order 5 FY 20/21, issued by Governor Mills on July 30, 2020, repealed and replaced EO 40. EO 5 allowed evictions to proceed, but it continued to protect tenants from unauthorized evictions and further extended notice to quit periods for tenants-at-will.

Additionally, Governor Mills allocated both state funding and federal CARES Act and CDBG-CV dollars for rent relief to households unable to pay their rent due to the impacts of COVID-19. To date more than 15,000 Maine households have received or applied for such relief, but limited funding remains.

#### Federal Legislative Branch

The CARES Act was passed by Congress and signed into law by the President on March 27, 2020. That legislation included an array of new resources to help Americans navigate the pandemic, as well as a temporary moratorium on eviction in federally assisted housing and in homes with federally-backed mortgages. The CARES Act moratorium expired on July 24, 2020, allowing landlords of covered properties to start filing eviction complaints again, provided they give tenants 30 days' notice.

The U.S. House of Representatives passed the HEROES Act on May 15, 2020, which included \$100 billion in additional rental assistance resources. As of this writing, however, the Senate has failed to take similar action. Emergency rental assistance is critically needed to help protect renters from falling off a financial cliff and to ensure the continued viability of our country's essential affordable housing infrastructure.

#### Federal Executive Branch

On September 4, 2020, the federal Centers for Disease Control and Prevention issued a broad national moratorium on eviction for nonpayment of rent through December 31, 2020 as long as the tenant provides the property owner with a signed declaration of eligibility. Details and information about renter and landlord rights and responsibilities under the CDC moratorium can be found at <a href="https://nlihc.org/national-eviction-moratorium">https://nlihc.org/national-eviction-moratorium</a>. The CDC order and tenant declaration is available at <a href="https://www.cdc.gov/coronavirus/2019-ncov/covid-eviction-declaration.html">https://www.cdc.gov/coronavirus/2019-ncov/covid-eviction-declaration.html</a>.

The federal eviction moratorium provides needed relief for struggling renters. However, because it was not coupled with rental assistance, it merely postpones evictions. When the moratorium expires on December 31, 2020, any accumulated back rent will be due, plus interest and late fees, and renters unable to pay will once again be at risk of losing their home. In the meantime, landlords who rely on rental income to maintain and operate their properties will increasingly struggle to pay their own bills.

# APPENDIX D. SUMMARY OF AUGUST 2020 INTERVIEWS WITH ATRISK RENTER HOUSEHOLDS

#### BACKGROUND AND PROJECT OVERVIEW

The Maine Affordable Housing Coalition has launched a year-long project to better understand how working, low income renter households are navigating the current public health and economic crises. While tenants in Maine and throughout the country have thus far managed to pay their rent with more success than many observers predicted, landlord rent receipt data alone does not shed light on *how* tenants are paying their rent, whether paying the rent is creating other problems for the household, and how family members are faring more generally as they look to the uncertain months ahead.

The project involves in-depth phone interviews with more than 75 low-income tenant households in Maine who rely, in full or in part, on earned income in order to pay their monthly rent. The interviews are being undertaken with each such household once per month for a year, in order to gain a more robust understanding of the challenges that families are facing – information which cannot be discerned through high-level data points. The interviews will also offer policy makers and the public a window into emerging issues that could potentially be addressed before they develop into full-fledged, widespread crises.

The interviews conducted in August came against the backdrop of a major crossroads in the state and federal responses to the pandemic and the economic crisis it has engendered. One-time stimulus payments had generally been spent, while resources such as enhanced unemployment benefits, which many low-income families have relied on to avoid falling behind on their rent, expired at the end of July. At the same time, Maine courts started scheduling eviction cases again on August 3<sup>rd</sup>, and the labor market remains highly uncertain in both the short and medium terms. With little clarity about whether Congress will act to provide needed rental assistance, there is widespread concern among renters about the ability to keep up with the rent while also keeping safe from the coronavirus.

#### AUGUST INTERVIEW RESULTS

MAHC conducted interviews with 61 renter households in August, the third month of the project. The overall interviewee cohort will grow to at least 75 households by the end of September. Each of the subject families are working or were working immediately prior to the pandemic lockdown in March, typically earning wages between \$12-\$20 per hour. These 61 working renter households were spread out across 20 different municipalities in Maine: Auburn, Bangor, Bath, Belfast, Biddeford, Corinna, Ellsworth, Fryeburg, Lewiston, Lincoln, Norway, Portland, Saco, Scarborough, Searsport, South Portland, Veazie, Waldoboro, Waterville and Westbrook. The interviews focused on how tenant households have navigated through the month of July and into August, and yielded the following:

• 50% of households reported lower earned income, through reduced hours or job elimination, as a direct result of the pandemic.

- Despite the widespread income loss, 88% of the households were eventually able to find a way to pay their full July rent.
  - "I paid July in full but for August I've had to make arrangements. I had to borrow money from family."
  - "We paid July, but we paid it really late, and I don't know how we will pay August."
  - "Everything was paid in full; I tried my best. We didn't want to have that kind of thing over our head. We did the best we could. I can't pay it at the beginning of the month, usually I pay my rent right at the end."
  - "I'm literally working as much overtime as I can so I can make sure my rent gets paid. I would be lost without my overtime. I'm lucky I have the overtime. But it's very unusual for my company. I'm worried about what will happen if I go back to my normal hours. I went 32 days working without a day off, but that's not healthy either. I'm doing just enough to make sure my rent gets paid."
- Tenants paid their July rent by cobbling the money together from an array of sources: remaining earned income (77%), fixed income or General Assistance payments (57%), unemployment benefits (23%), bank loans or credit cards (23%), savings accounts (18%), and loans or gifts from friends and family (21%).
  - "We rely totally on unemployment. We are going to apply for SNAP. I haven't paid the electric or internet bills yet."
  - "The only reason I could pay my July rent was with my savings."
  - "I borrowed \$500 from a friend. I've had to skip going to the doctors. I can't afford it with no insurance, and insurance prices being as high as they are. Number one priority is to pay the bills."
  - "Sometimes I have to use my savings and my credit cards, because sometimes I don't get enough hours. I have to have overtime to pay my rent, but sometimes I don't get it. I get paid at the end of the month, I have to use my savings and my credit card for things by the beginning of the next month. I try to pick up more shifts. I haven't skipped my bills, but I might only pay half instead of the full amount."
  - "My daytime job doesn't know about my nighttime job. I took out an emergency line of credit. I got \$400 in COVID relief rental assistance."
- However, to meet their rent obligations, 25% of interviewees reported that they skipped payment of other bills.
  - "Someone loaned me \$500 for rent for August. We have had a problem using our credit cards. Sometimes we skip our bills, and when we get money we pay."
  - "My mom helps me when she can. I get SNAP. My electric bill is past due for sure, I don't even have a clue how past due it is."
  - "I have to had rob Peter to pay Paul to make my bills work. I'm using my credit cards for grocery shopping and gas."
  - "I've had to skip my electric bill, but I'm juggling it around."

- Additionally, 31% of households reported that they needed food assistance from a local pantry or elsewhere, which allowed them to redirect the funds they would have spent on groceries towards rent and other bills.
  - "When I get the chance, I pay (my rent). We've skipped our lights and internet. I want to visit a food pantry, but I don't have transportation. I have a friend who can pick it up for me sometimes."
  - "I have taken some things from a food pantry. I feel guilty about taking it. I can figure out ways to make groceries last longer."
  - "I've skipped bills and visited a food pantry. I'm juggling my bills, for instance, my rent, I owe them \$2700 right now and I owe two months of electricity."
- Many interviewees expressed a great deal of anxiety about their housing security, ability to return to work and the depletion of their savings accounts.
  - "I'm waiting to see what will happen with my daughter with asthma before I can go back to work or not. I'm still trying to figure it out. I don't want to lose my job, but if there's still positive cases, I don't know."
  - "COVID totally ate my savings account. I had \$5500 in there, and now I have less than \$2000. That's my birthdays, Christmases, I budget so that I can have things like a car, like electricity, like rent and all of that paid. COVID directly affected my childcare, I had to allocate that money elsewhere. I had to quit my job because of that."
  - "I don't know how I'm going to pay in the future. I'm looking for a new job, because my current job isn't enough hours. I have to look for something."
  - "I had to dip into savings to pay my rent. I haven't had to skip bills, but I have totally drained my savings account. I had like \$8000 in February, and I'm down to \$500."
  - "If my wife got sick for even one week and couldn't work, we couldn't pay rent."
  - "I don't have any savings. I have \$100 in my savings. My daughter has been having some financial challenges; she lost her job, so I've had to help her with her rent the last couple weeks. That's over and above my normal bills."
  - "My commission is just so little, so I rely on the \$15/hour and there's only so much left. I haven't taken any loans because I can't get one. I might get another job if the kids school starts, but I'm not counting on it, because the school is going to go hybrid so I don't know how I could juggle it. I feel bad, not just for myself, but for other people. Single moms like me. They have to choose between their family and the roof over their heads."
  - "You can't have a good life if the landlord is knocking at your door. I feel things tightening, because COVID is enduring and our government doesn't seem to be compatible with getting it resolved. That part of it, it's concerning for all of us."