Immigrant Housing and Unemployment Rights in NC during COVID-19

April 15, 2020
Webinar Items

Zoom Essential tools

All incoming attendees are automatically muted upon entry into the webinar

Please submit your questions to the panelists by clicking the icon Q & A icon located in your zoom tool bar

Upvote submitted questions for answer by clicking the thumbs up below each question asked

Thank you and enjoy today’s webinar!
### Webinar Agenda

**Immigrant Housing and Unemployment Rights in NC**

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Hispanic Federation

Who we are

Hispanic Federation (HF) is the nation’s premier Latino nonprofit membership organization. Founded in 1990, HF seeks to empower and advance the Hispanic community, support Hispanic families, and strengthen Latino institutions through work in the areas of education, health, immigration, civic engagement, economic empowerment, & the environment.
Our services

**Membership services** to fortify our members through capacity-building and technical assistance

**Advocacy services** to advance the interests and aspirations of Latinos and their community-based organizations

**Community assistance programs** to support and uplift children, youth and families through the provision of direct social services
A new home - In 2019 we opened a new office in North Carolina to serve the growing and vibrant Latino community in the state and surrounding region.
Our response to COVID-19

**Latino Nonprofit Stabilization fund** to support our members during this time

**Expanded capacity building** to provide information and learnings on time-sensitive and relevant topics to our community

**Advocating for our community** to ensure that lawmakers, funders, and partners know what the needs of our communities are and help us address those needs
NC DEPARTMENT OF JUSTICE UPDATE
Jasmine McGhee  
NC Department of Justice  

Special Deputy Attorney General  
Director, Public Protection Section
PROTECT YOURSELF FROM CORONAVIRUS SCAMS

Report scams to the North Carolina Department of Justice at ncdoj.gov/complaint or 1-877-5-NO-SCAM.

DON'T BUY MIRACLE CURES

According to health officials, no product exists that will prevent you from getting the coronavirus or cure you if you already have the virus. The best way to protect yourself is by taking common-sense health precautions. Beware of people selling cure-all vaccines, drugs, or any other products. Consult with a doctor or health professional before you buy. Remember - if it seems too good to be true, it probably is.

DON'T FALL FOR ROBOCALLS

We're seeing reports of robocallers ramping up their efforts to steal your money with coronavirus-related scam calls. Don't fall for calls pretending to be from your health insurance company, health experts, the government, or people offering cure-all products or solutions for the virus. Report robocalls to ncdoj.gov/norobo or 1-844-8-NO-ROBO.

BEWARE OF PHISHING ATTEMPTS

Be careful about where you get your information. Stick to trusted resources for updates, including NCDHHS and the CDC. Watch out for phishing emails and texts about the coronavirus that appear to be from health or government officials, and don't open or download anything or share information with others unless you've verified who you're communicating with.

AVOID CHARITY SCAMS

Make sure that any donations you give are going to real charities addressing the coronavirus, not scammers. Verify charities through the North Carolina Secretary of State, BBB Wise Giving Alliance, Charity Watch, or Charity Navigator. Ask how your donation will be used, and pay by credit card for security and tax record purposes.

BE A SMART SHOPPER

Take a moment before you buy in-demand items like hand sanitizers, face masks, cleaning products, or groceries. Don't overstock on supplies you may not need. Before you make a purchase, check with your doctor to confirm whether you actually need it. Check company/product reviews before you buy, and avoid high-pressure or time-limited offers. North Carolina's price gouging law is in effect, which makes it illegal to charge too much during a crisis. Report potential price gouging at ncdoj.gov/gouging or 1-877-5-NO-SCAM.
NC HOUSING COALITION & PISGAH LEGAL UPDATE
Robin Merrell

Managing Attorney, Pisgah Legal Board Chair, NC Housing Coalition
Ben Many
Pisgah Legal

Program Director – Homelessness Prevention Project
Shoshana Fried
Pisgah Legal

Program Director – Justice for All Program
NC HOUSING RIGHTS DURING COVID-19
Sharon Dove
Charlotte Center for Legal Advocacy

Director of Immigrant Justice Program
Juan Hernandez
Charlotte Center for Legal Advocacy

Staff Attorney
Our mission is to pursue justice for those in need.

Nuestra mission: es buscar justicia para aquellos en necesidad

Our vision is to build a just community, where all people are treated fairly and have access to legal representation to meet their basic human needs of safety, economic security and stability.

Nuestra visión es construir una comunidad justa, donde todas las personas sean tratadas de manera justa y tengan acceso a representación legal para satisfacer sus necesidades humanas básicas de seguridad, seguridad económica y estabilidad.
<table>
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<td>• Family Support and Health Care</td>
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<td>• Protección al Consumidor</td>
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<td>• Western NC Low Income Taxpayer Clinic</td>
<td>• Clínica de Impuestos</td>
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<td>• Veterans Legal Services Project</td>
<td>• Servicios legales para Veteranos</td>
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<td>• Legal Services for the Elderly</td>
<td>• Servicios Legales para Adultos Mayores</td>
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<td>Eligibility</td>
<td>Elegibilidad</td>
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<td>----------------------------------------------------------------------------</td>
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<tr>
<td>Generally, clients must have incomes at or below 200% of the federal poverty level, with some flexibility depending on the case type.</td>
<td>En general, los clientes deben tener ingresos iguales o inferiores al 200% del nivel de pobreza federal, con cierta flexibilidad según el tipo de caso.</td>
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<tr>
<td>There are no citizenship or immigration status requirements.</td>
<td>No hay requisitos de ciudadanía o estado de inmigración.</td>
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<tr>
<td>Renting</td>
<td>Rentando / Alquilando</td>
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<tr>
<td><strong>Landlord:</strong> the owner of the premises. The landlord retains all the rights normally associated with ownership</td>
<td><strong>Propietario:</strong> persona que tiene derecho legal sobre una propiedad o inmueble</td>
</tr>
<tr>
<td><strong>Tenant:</strong> the possessor of certain rights transferred away from the landlord by written or verbal agreement.</td>
<td><strong>Inquilino:</strong> persona que renta o alquila, es el poseedor de ciertos derechos transferidos por el propietario a través de un acuerdo escrito o verbal.</td>
</tr>
</tbody>
</table>
A lease agreement is a contract between a landlord and tenant that outlines the terms under which the tenant agrees to pay the landlord to use the property for a specified period of time. It identifies the leased assets and lists the responsibilities of both the landlord and tenant.
NORTH CAROLINA RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the “Agreement”) made and entered into this _______ day of _______, 20___, by and between __________________________ (hereinafter referred to as “Landlord”) and _________________ (hereinafter referred to as “Tenant”).

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in ____________ County, North Carolina, such real property having a street address of __________________________ (hereinafter referred to as the “Premises”).

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Landlord leases to Tenant, and Tenant leases from Landlord, the above described Premises together with any and all appurtenances thereto, for a term of _______ year(s), such term beginning on ___________ and ending at 11:59 PM on ____________

2. RENT. The total rent for the term hereof is the sum of ________________ DOLLARS ($__________) payable on the __________ day of each month of the term, in equal installments of ________________ DOLLARS ($__________) first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on ___________. All such payments shall be made to Landlord at Landlord’s address as set forth in the preambles to this Agreement or before the due date and without demand.

3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of ________________ DOLLARS ($__________) except of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and any set off for damages to the Premises upon the termination of this Agreement.

4. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant’s immediate family, consisting of _____________, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant’s immediate family or tenants and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord’s written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises and that they are in good order, repair, and in a safe, clean and tenantable condition.

6. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord’s option, terminate this Agreement.

7. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.

Tenant(s): ___________________________ Landlord(s) or Landlord’s Representative ___________________________ Page 1 of 5
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<th><strong>Key Points</strong></th>
<th><strong>Puntos Importantes</strong></th>
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<tr>
<td>1. Name and contact info of landlord</td>
<td>1. Nombre y contacto del propietario</td>
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<tr>
<td>2. Name of the tenants</td>
<td>2. Nombre de los inquilinos</td>
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<tr>
<td>3. The address of the rental unit</td>
<td>3. Dirección de la propiedad</td>
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<td>most be specified.</td>
<td>4. Los términos: día que inicia y cuando finaliza.</td>
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<td>4. The terms of the lease: starting</td>
<td>5. Valor de la renta</td>
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<td>and ending date.</td>
<td>6. Deposito</td>
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<td>5. Payment of rent</td>
<td>7. Tarifas, cargos o multas</td>
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<td>6. Deposit.</td>
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<td>Evictions</td>
<td>Desalojo</td>
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<td>The legal process of removing a tenant from the leased premises</td>
<td>Proceso legal para remover a un inquilino de la propiedad que está rentando</td>
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COMPLAINT IN SUMMARY EJECTMENT

STATE OF NORTH CAROLINA
In The General Court Of Justice
District Court Division-Small Claims

1. The defendant is a resident of the county named above.
2. The defendant entered into possession of premises described below as a lessee of plaintiff.

Description Of Premises (Include Location):
Rate Of Rent \$ per Month \$ per Week

3. The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint.
   - The lease period ended on the above date and the defendant is holding over after the end of the lease period.
   - The defendant breached the condition of the lease described below for which re-entry is specified.
   - Criminal activity or other activity has occurred in violation of G.S. 42-83 as specified below.

Description Of Breach/Criminal Activity (give names, dates, places and illegal activity)

4. The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.
5. The defendant owes the plaintiff the following:

Description Of Any Property Damage
Amount Of Damage (If Known) \$ Amount Of Rent Past Due \$ Total Amount Due \$

6. I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.

Date
Name Of Plaintiff
Signature Of Plaintiff

CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF

I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint.

Date
Name Of Agent (Type Or Print)
Signature Of Agent
Overview of Eviction Process
Información general del proceso de desalojo.

- Landlord must file a complaint for summary ejectment. Self-help is prohibited. Summary ejectment applies only to tenants.
- Case is set for trial in small claims court before a magistrate within 7 business days after filing. Three small claims courts run every day with a 9:00 AM and 10:00 AM docket containing dozens of cases.
- Most tenants DO NOT appear, and judgment is granted of the pleadings.
- Most tenants who do appear admit they have not paid and ask for more time. Landlords rarely agree. Tenants lose.
- A continuance may be granted, but not for more than 5 business days unless both parties consent.
- An answer is permitted but not required. Only filed when tenant asserts counterclaims.

- El propietario debe presentar una denuncia por desalojo. La autoayuda está prohibida. El desalojo se aplica sólo a los inquilinos.
- El caso está listo para ser juzgado en el tribunal de reclamos menores ante un magistrado dentro de los 7 días hábiles posteriores a la solicitud de demanda. Hay 3 cortes de reclamos menores y estas atienden todos los días con un expediente de 9:00 AM y 10:00 AM que contiene docenas de casos.
- La mayoría de los inquilinos NO se presentan en corte y el juicio se le concede al solicitante.
- La mayoría de los inquilinos que se presentan a la audiencia, admiten no haber pagado y piden más tiempo. Los propietarios rara vez están de acuerdo. Los inquilinos pierden.
- Se puede otorgar una continuación al juicio, pero no se extiende por más de 5 días hábiles a menos que ambas partes den su consentimiento.
- Una respuesta es permitida pero no es obligatoria. Solo se presenta cuando el inquilino hace una contrademanda.
Eviction: How the Advocacy Center Can Help

- The Advocacy Center defends tenants who are in eviction proceedings. We can get involved as early as small claims court.

Desalojo: Cómo El Centro de Apoyo Puede Ayudar

- El Centro de Apoyo representa a inquilinos en el proceso de desalojamiento. Podemos involucrarnos tan temprano como la corte de asuntos menores.
Eviction: How to represent yourself
Desalojo: Cómo representarse usted mismo

**Small Claims Hearing**

- **Be on time.**
  - If you want to dispute the landlord's claims, you should go to the hearing
  - Take the summons with you to help you find the right courtroom.
  - If you are not at court on time, a magistrate can make a decision without you.
  - You will not be arrested for not coming to the hearing

- **The hearing**
  - Your landlord filed the court case and speaks first
  - When your landlord is done, it will be your turn.

- **Be prepared**
  - Take notes with you
  - Take your documents with you
  - Have three copies of any documents that you want to show to the magistrate
  - Print any information from a phone that you want to use. The magistrate will not look at your phone.

**Juicio en la corte de asuntos menores**

- **Llegue a tiempo.**
  - Si desea disputar las reclamaciones del propietario, debe ir a la audiencia
  - Lleve la citación con usted para ayudarlo a encontrar el tribunal correcto.
  - Si no está en la corte a tiempo, el magistrado puede tomar una decisión sin usted.
  - No será arrestado por no asistir a la audiencia

- **La audiencia**
  - Su arrendador habla primero, ya que el presentó la queja ante la corte
  - Una vez el propietario termine, será su turno.

- **Vaya preparado**
  - Tome notas y lleve notas que usted haya tomado durante el proceso
  - Lleve todos los documentos relacionados con su caso y defensa
  - Debe tener tres (3) copias de cualquier documento que quiera mostrar al magistrado
  - Imprima cualquier información de un teléfono que quiera usar. El magistrado no mirará su teléfono.
**Eviction: How to represent yourself**
**Desalojo: Cómo representarse usted mismo**

**Small Claims Hearing**

- **Possible defenses for tenants.**
  - Not paying rent because you lost your job, paid for car repairs, or paid some other emergency expense is not a valid defense.
  - **Possible defenses**
    - You do not owe rent
    - You did not violate the lease or any "house rules" that are part of the lease
    - You did not get correct notice (content, time and/or delivery)
    - Retaliatory eviction
    - Victim of Domestic Violence
    - Failure to offer a reasonable accommodation
    - Amount claim is wrong
    - Landlord failed to keep premises in “fit and habitable condition,” violation of warranty of habitability

**Juicio en la corte de asuntos menores**

- **Posibles defensas para los inquilinos.**
  - No pagar una renta porque perdió su trabajo, pagó reparaciones del automóvil o pagó algún otro gasto de emergencia no es una defensa válida.
  - **Posibles defensas**
    - No debes alquiler
    - No violó el contrato ni las "reglas de la casa" que forman parte del contrato de arrendamiento
    - No recibió el aviso correcto (contenido fecha y/o entrega o publicación.)
    - Desalojo vengativo
    - Victimas de Violencia Domestica
    - Propietario se reúsa a ofrecer acomodaciones razonables
    - El valor de la renta esta incorrecto en la denuncia
Your Right to Appeal
Su Derecho a Apelar

• If the eviction is ordered, you do not have to move right away. You have the right to appeal.
• If you want to appeal. You have 10 calendar days (not business days) to appeal.
• You have the right to stay in the property while appealing so long as you pay your monthly rent to clerk of court when rent is due per your lease.
Once a Judgment is final (or if tenant does not keep current with rent bond), landlord obtains a Writ of Possession from Clerk of Court.

Judgment is final 10 days after small claims court if tenant does not file appeal to district court; 30 days after district court if Tenant does not file appeal to NC Court of Appeals.

Sheriff must “execute” writ of possession within 5 days of receiving it. NCGS § 42-36.2

Sheriff will order tenant to leave the premises and belongings will be padlocked inside.

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Una vez que un fallo es definitivo (o si el inquilino no se mantiene al día con el bono de alquiler), el propietario obtiene una notificación de Posesión emitida por el secretario del Tribunal.

La sentencia es definitiva 10 días después del tribunal de reclamos menores si el inquilino no presenta una apelación al tribunal del distrito; 30 días después del tribunal del distrito si el inquilino no presenta una apelación al Tribunal de Apelaciones de Carolina del Norte.

El alguacil debe "ejecutar" el poder de posesión dentro de los 5 días de haberlo recibido. NCGS § 42-36.2

El alguacil ordenará al inquilino que salga de las instalaciones y sus pertenencias serán cerradas con candado.
Execution Upon Court Judgment
Ejecución de un Juicio Tribunal

Tenant’s Personal Property
Upon Execution on Possession Judgment

- Tenant has **7 days** to get property out of premises after being put out by sheriff.
- Landlord must allow tenant to remove property during regular business hours – Cannot require any payment
- Landlord may dispose of tenant’s property if not removed in time.

Propiedad personal del inquilino tras la ejecución del juicio de posesión

- El inquilino tiene **7 días** para remover sus pertenencias de la propiedad después de que el Sheriff haya ejecutado el desalojo.
- El propietario debe permitir que el inquilino retire sus pertenencias durante el horario comercial normal. No puede exigir ningún pago adicional.
- El propietario puede disponer de la propiedad del inquilino si este no la retira a tiempo.
○ If tenant files appeal to district court, district court will hold trial usually in approximately 6 weeks.

○ Tenant has a right to de novo, or new, trial in district court

○ If tenant wins, she remains in property without interruption

○ If tenant loses, the district court judgment becomes final after 30 days and landlord can get a writ of possession at the expiration of 30 days

○ If tenant loses in district court, she has right to appeal to NC Court of Appeals but she would need counsel

○ Si el inquilino presenta una apelación ante el tribunal de distrito, el tribunal de distrito tendrá un juicio generalmente en aproximadamente 6 semanas.

○ El inquilino tiene derecho a un juicio de novo o nuevo en un tribunal de distrito

○ Si el inquilino gana, el/ella permanece en la propiedad sin interrupción

○ Si el inquilino pierde, la decisión del tribunal de distrito se vuelve permanente después de 30 días y el propietario puede obtener una orden/mandato de posesión al vencimiento de 30 días

○ Si el inquilino pierde en el tribunal de distrito, tiene derecho a apelar ante el Tribunal de Apelaciones de Carolina del Norte, pero necesitaría un abogado
Tenants Rights During Pandemic
Derechos de los Inquilinos Durante la Pandemia

**Tenants Rights**
- Evictions must be supported by a court order and execution by a Sheriff’s deputy
  - Self help evictions are still against the law
  - Tenant’s right to a habitable place to live continues
    - Landlords must make repairs to hazardous conditions
    - Call code enforcement if needed
  - Tenant still has the same appeal rights after the initial hearing
  - Tenant maintains all defenses previously available to him/her

**Derechos de Inquilinos**
- Los desalojos deben estar respaldados por una orden judicial y la ejecución por parte de un ayudante del sheriff.
- Los desalojos de autoayuda siguen siendo ilegales
- El derecho del inquilino a un lugar habitable para vivir continúa.
- Los propietarios deben hacer reparaciones en condiciones peligrosas.
- Llame a Code Enforcement si es necesario
- El inquilino aún tiene los mismos derechos de apelación después de la audiencia inicial
- El inquilino mantiene todas las defensas previamente disponibles para él / ella
Tenants Obligations During Pandemic
Obligaciones de Inquilinos Durante la Pandemia

- **Tenants Obligations**
  - Tenant’s duty to pay rent continues
    - Property owner/landlord may still make requests for rent to be paid
  - Must follow all other obligations in lease including restrictions related to: pets, authorized occupants, etc.
  - Not an obligation, but a good idea, is to communicate with landlord
    - Landlord may be willing to enter into a payment plan, but this will only occur if there is communication

- **Obligación de Inquilinos**
  - El deber del inquilino de pagar el alquiler continúa
  - El dueño de la propiedad / arrendador aún puede solicitar el pago del alquiler
  - Debe cumplir con todas las demás obligaciones en el arrendamiento, incluidas las restricciones relacionadas con: mascotas, ocupantes autorizados, etc.
  - No es una obligación, sino una buena idea, comunicarse con el propietario
  - El propietario puede estar dispuesto a participar en un plan de pago, pero esto solo ocurrirá si hay comunicación
North Carolina

- Hearings in Small Claims Courts, the venue for the initial eviction procedure, are suspended until June 1st.
- Tenant still has the same appeal rights after the initial hearing.
- Tenant maintains all defenses previously available to him/her.
- Execution of Writs by Sheriff’s Office.
  - Mecklenburg County Sheriff has postponed executing on Writs of Possession until April 17. It is unclear if Sheriff will continue to postpone evictions.

Carolina del Norte

- Las audiencias en los tribunales de reclamos menores, el lugar para el procedimiento de desalojo inicial, se suspenden hasta el 1 de junio.
- El inquilino aún tiene los mismos derechos de apelación después de la audiencia inicial.
- El inquilino mantiene todas las defensas previamente disponibles para él / ella.
- Ejecución de Mandato por la Oficina del Sheriff.
  - El sheriff del condado de Mecklenburg ha pospuesto la ejecución de Mandato de Posesiones hasta el 17 de abril. No está claro si el sheriff continuará posponiendo los desalojos.
### Important Upcoming Dates

<table>
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<th><strong>Federal moratorium on Evictions</strong></th>
<th><strong>Moratoria federal sobre desalojos</strong></th>
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<tbody>
<tr>
<td>Tenant cannot be evicted for non-payment of rent from a federally-assisted housing and private residential programs with federal backed loans</td>
<td>El inquilino no puede ser desalojado por falta de pago del alquiler de una vivienda con asistencia federal y programas residenciales privados con préstamos respaldados por el gobierno federal</td>
</tr>
<tr>
<td>Moratorium lasts until on or about July 25, 2020, and a landlord may not evict a tenant for nonpayment of rent after the moratorium expires except on 30 days’ notice, which can only be given after the moratorium ends, in which case, August 24, 2020</td>
<td>La moratoria dura hasta el 25 de julio de 2020 y el arrendador no puede desalojar a un inquilino por falta de pago del alquiler después de que expire la moratoria, excepto con un aviso de 30 días, que solo se puede dar después de que finalice la moratoria, en cuyo caso, el 24 de agosto 2020</td>
</tr>
<tr>
<td>HUD, VA, USDA, Fannie Mae, or Freddie Mac</td>
<td>HUD, VA, USDA, Fannie Mae o Freddie Mac</td>
</tr>
<tr>
<td>While eviction cannot be filed until July 25, 2020, tenant still obligated to pay rent</td>
<td>Si el desalojo no se puede presentar hasta el 25 de julio de 2020, el inquilino aún está obligado a pagar el alquiler</td>
</tr>
<tr>
<td>Still permits evictions for reasons other than non-payment</td>
<td>Todavía permite los desalojos por razones distintas a la falta de pago</td>
</tr>
<tr>
<td>Possible that landlords may abuse this exception and attempt pretextual evictions</td>
<td>Posible que los propietarios puedan abusar de esta excepción e intentar desalojos como pretexto.</td>
</tr>
</tbody>
</table>
What to Expect During an Eviction Hearing
Qué Esperar Durante una Audiencia de Desalojo

- **Same Process as Before**
  - Hearings in Small Claims Courts will commence after June 1st
  - Expect to be there the entire day
    - Hundreds of cases could be heard on a normal day. Given the delays, expect an even larger number of people
    - It will be crowded and social distancing will be close to impossible
  - Bring a face mask to court, this may or may not be permitted so please ask the deputy before using it inside the courtroom

- **Mismo Proceso que Antes**
  - Las audiencias en los tribunales de reclamos menores comenzarán después del 1 de junio
  - Espere estar allí todo el día.
  - Cientos de casos podrían escucharse en un día normal. Dadas las demoras, espere un número aún mayor de personas
  - Estará lleno de gente y el distanciamiento social será casi imposible
  - Lleve una máscara facial a la corte, esto puede o no estar permitido, así que pregúntele al ayudante antes de usarla dentro de la sala
Eviction: How the Advocacy Center Can Help

- Contact Audrey Childers, Paralegal Advocate: 980-202-7327, audreyc@charlottelegaladvocacy.org
- Juan Hernandez, Attorney: 980-202-7363 juanh@charlottelegaladvocacy.org

Desalojo: Cómo El Centro de Apoyo Puede Ayudar

- Contacte a Audrey Childers, Paralegal Advocate: 980-202-7327, audreyc@charlottelegaladvocacy.org
- Juan Hernandez, Abogado: 980-202-7363 juanh@charlottelegaladvocacy.org
NC UNEMPLOYMENT INSURANCE RIGHTS DURING COVID-19
Elizabeth Garcia
Charlotte Center for Legal Advocacy

Medical-Legal Partnership Coordinator
UNEMPLOYMENT OVERVIEW
IN THE TIME OF COVID-19
April 15, 2020
What is the CARES Act?

- The CARES Act was signed into law by President Trump on March 27, 2020.
- Provides relief from economic consequences of COVID-19.
- Expands state UI programs.

Overview of three (3) new unemployment programs:

- **Federal Pandemic Unemployment Compensation (FPUC)** - Provides an additional $600 in weekly UI benefits.
- **Pandemic Emergency Unemployment Compensation (PEUC)** - Provides up to 13 additional weeks of UI benefits.
- **Pandemic Unemployment Assistance (PUA)** – Provides unemployment compensation for individuals not eligible for UI or any extensions to UI or who have exhausted UI benefits.
How do I file a claim for unemployment?

- Online @ des.nc.gov or des.nc.gov/spanish
- Phone 1-888-737-0259. For Spanish, press 2.
  - If you are filing due to COVID-19, select “coronavirus” as your reason for separation.
- Information required for an initial claim includes:
  - Name, social security number, address, telephone number, email address, DOB, gender
  - Immigration status
    - You must be a U.S. citizen or legally present with valid work authorization (includes persons with DACA and TPS).
    - Undocumented workers are not eligible for unemployment benefits.
  - Separation pay (severance, vacation, sick)
  - Last employer
  - Reason for separation
When do I file?

• When you meet all eligibility requirements.
• If you are not sure, apply!
• PUA:
  • Per DES website: Self-employed workers and independent contractors may file for unemployment insurance assistance at any time. However, until system updates are completed, no eligibility determinations will be made for the federal programs. Being found ineligible for state unemployment insurance does not make you ineligible for federal assistance.
  • The system will be ready to accept PUA claims around April 25, 2020 (4/10/2020).
Trouble accessing website or getting through on the phone

- 509,693 claims filed since March 16, 2020
- 444,178 COVID-19 related (87%) (4/10/2020)
Trouble accessing website or getting through on the phone

• DES is working to expand capacity
  • Hiring and adding 150 staff
  • Contracting with 200-person call center
  • Adding computer servers.
  • Purchasing more than 500 new computers and other equipment.

• “DES will ensure that claimants do not miss out on any weeks of eligibility due to the high call volume. We will begin the week when they initially attempted to file.”
  • Claimants should make/keep records of attempts to file.

• Executive Order no. 131 (April 9, 2020) makes it easier for employers to file claims on behalf of employees.

• For Online Account issues:
  • Customer Contact Form: https://des.nc.gov/customer-contact-form
  • Customer Call Center at 888-737-0259
Timeline

• After you file your claim, employer has 10 days to respond to DES.
• If no issues, 14 days from filing until payment.
• Normally one week waiting period (no payment for first week), but no wait if coronavirus reason for separation.
Weekly certification

• You must answer a series of yes/no questions for each calendar week that you wish to receive benefits

• How do I file weekly certifications?
  • Online @ des.nc.gov
  • Phone 888-372-3453
Eligibility

• Monetarily eligible
  - More in a bit

• Able
  - You are not able to work during any week that you are receiving or applying for benefits under any other state or federal law based on your temporary total or permanent total disability.
  - Advice for SSDI applicants

• Available
  - Not available if not in satisfactory immigration status.

• Actively looking
  - If separated due to coronavirus, claimant can say “yes” to question, “Did you look for work?”

• Unemployed due to no fault of your own
  - More in a bit
Monetarily eligible

• Covered employment (worked in employment subject to UI tax)
• Sufficient work history
  • Received wages in at least two (2) quarters of your **base period**
• Sufficient wages
  • Paid wages totaling at least six (6) times the **average weekly insured wage** during your base period.
  • Average weekly insured wage is currently **$5,818.50**. *(4/10/2020)*
• But see expanded eligibility under PUA.
Base period

- Base period
  - The first four of the last five completed calendar quarters.

- Alternative base period if you lack enough base period wages
  - The last four completed calendar quarters immediately before the first day of your benefit year.
Unemployed due to no fault of your own

- After you file your claim, employer has 10 days to respond to DES.
- DES will make determination
  - Disqualified if:
    - Quit without good cause attributable to employer. G.S. 96-14.5
    - Fired for misconduct connected with the work. G.S. 96-14.6
    - Other reasons to be disqualified. G.S. 96-14.7
- If disqualified, can appeal.
  - Must appeal within 10 days of the mailing date of the decision.
  - After an appeal is filed, a hearing is scheduled.
  - Contact Legal Aid of North Carolina at 1-866-219-LANC.
- If “coronavirus” reason for separation, employer not charged.
Weekly benefit amount and duration

- Weekly benefit amount
  - Based on the last two completed quarters in base period divided by 52
  - Maximum amount $350
  - If you’re working reduced hours, you may still be eligible for unemployment benefits. However, the amount you earn could affect your weekly benefit amount.
  - You can earn up to 20% of your weekly benefit amount without it counting against your weekly benefit. (e.g. 20% of $350 = $70)

- Duration
  - Based on statewide unemployment rate
  - For claims filed January 1 through June 30, 2020, duration 12 weeks in a 52-week period.
  - National standard 26 weeks

- You will generally receive your unemployment payments by direct deposit or debit card.

- But see expanded benefits under FPUC and PEUC (CARES Act)
Miscellaneous

• UIB subject to federal and state income tax.
• UIB not public benefits under public charge rules.
• **PUC** is not income for purposes of eligibility for either Medicaid or CHIP.
Immigrant Eligibility

- Immigrants generally must be work-authorized at
  1. the time they file for UIB,
  2. during the base period, and
  3. during the entire period they are receiving benefits

- Under current state and federal rules, undocumented workers are not eligible

- US DOL has not yet clarified eligibility criteria that will apply to the new programs created by the CARES Act (PEUC, PUA, FPUC).
Public Charge

- The public charge test is used by immigration officials to decide whether a person can enter the U.S. or get a green card (Lawful Permanent Residency).

- Looks at a person’s income, employment, health, educations, skills, family situation, whether a sponsor signed a contract promising to support a person.

- Immigration can also look at whether a person has used certain public benefit programs.
Public Charge

• Not all immigrants are subject to public charge
  • Examples of exempt immigrants: Asylees, Refugees, TPS, U or T Visa, green card renewal, U.S. Citizenship applicant

• Only certain benefit programs are counted, many benefits are excluded

• UIB is an earned benefit, not a public benefit. Under DHS’s “public charge” rule, UIB is excluded and is not considered as a negative factor.
Public Charge and COVID-19

• US Citizenship and Immigration Services (USCIS) announced it will not consider testing, treatment, or preventive care in a public charge determination, even if the health care services are provided by Medicaid.

• If an individual lives in a jurisdiction where social distancing is taking place or works for an employer or attends a school or university that shuts down to prevent the spread of COVID-19, the individual can submit a statement with their application about how these policies have affected factors considered in the public charge determination.
# Federal UI programs in depth

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>Federal Pandemic Unemployment Compensation (FPUC)</th>
<th>Pandemic Emergency Unemployment Compensation (PEUC)</th>
<th>Pandemic Unemployment Assistance (PUA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Must be eligible for UI benefits under the state UI program or PUA.</td>
<td>Must be eligible for UI benefits under the state UI program and must’ve exhausted benefit duration.</td>
<td>Must not be eligible for UI benefits under the state UI program (e.g. self-employed and independent contractors) and must be unemployed, partially unemployed, or unable or unavailable to work due to COVID-19. Workers must be authorized to work to be eligible for PUA, meaning that undocumented workers will not qualify.</td>
<td></td>
</tr>
<tr>
<td>Employees who remain employed through telework or collecting paid leave benefits are not eligible.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Federal Pandemic Unemployment Compensation (FPUC)**
- **Pandemic Emergency Unemployment Compensation (PEUC)**
- **Pandemic Unemployment Assistance (PUA)**
Federal UI programs in depth (continued)

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<th>Pandemic Unemployment Assistance (PUA)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Benefit</strong></td>
<td>Provides an additional $600 in weekly UI benefits paid for weeks after March 29, 2020. You do not need to apply separately. If eligible for at least $1 of state UI, you get full $600.</td>
<td>Provides up to 13 additional weeks of state UI benefits.</td>
<td>Provides UI for individuals not eligible for UI or any extensions to UI, including individuals who exhausted all rights to UI.</td>
</tr>
<tr>
<td><strong>Calculation of benefit</strong></td>
<td>State UI benefit + $600 (max $950) for up to 12 weeks. No cap based on prior earnings.</td>
<td>State UI benefit + $600 (max $950) for up to 12 additional weeks.</td>
<td>Disaster Unemployment Assistance (DUA) benefit + $600 for up to 39 weeks. DUA has a minimum benefit that is equal to one-half the state’s average weekly UI benefit (national average is about $190 per week).</td>
</tr>
</tbody>
</table>
Federal UI programs in depth (continued)

<table>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Start date</strong></td>
<td>DES anticipates making the first payments by April 17, 2020 (4/10/2020).</td>
<td>DES reports that a timeline for completing system updates for this program is not yet available. (4/10/2020).</td>
<td>DES anticipate the system will be ready to accept claims for PUA around April 25, 2020. (4/10/2020).</td>
</tr>
<tr>
<td></td>
<td>If you are due any benefits prior to the full implementation of these programs, you will be paid retroactively.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>End date</strong></td>
<td>The program is expected to end on or before July 31, 2020.</td>
<td>The program is expected end on or before Dec. 31, 2020.</td>
<td>The program is expected end on or before Dec. 31, 2020.</td>
</tr>
</tbody>
</table>
Federal UI Flowchart
Applicable Laws and Rules

- North Carolina General Statutes, Chapter 96
- DES Administrative Rules, Title 4, Chapter 24 of the North Carolina Administrative Code
- Executive Orders
  - Executive Order No. 131 (April 9, 2020),
  - Executive Order No. 118 (March 17, 2020)
- CARES Act
- Department of Labor (DOL) Guidance
Links for Additional Information

• NC DES, https://des.nc.gov/need-help/faqs
• NC DES Video Tutorials, https://des.nc.gov/need-help/video-tutorials
• National Employment Law Project, https://www.nelp.org/publications/
• Philadelphia Legal Assistance, https://philalegal.org/unemploymentcovid19
• NC Justice Center, https://www.ncjustice.org/publications/
Call Charlotte Center for Legal Advocacy’s UIB hotline at:

980 256 3979, ext 522
connect with us

charlotte center for legal advocacy
justice lives here.

CharlotteLegalAdvocacy.org

@CLTLegAdvocacy
Charlotte Center for Legal Advocacy

@CLTLegalAdvocacy
DANIEL VALDEZ
HISPANIC FEDERATION

DIRECTOR OF NC & MID-SOUTH OPERATIONS
Q & A
Next Steps

Make sure to follow up with organizations that presented today if you have additional questions.

Visit our Hispanic Federation website to see all the COVID-19 related resources and tools we have available.

Reach out to our NC office if you have ideas or needs that we can potentially work on together. My email is dvaldez@hispanicfederation.org
Resources

Hispanic Federation has set up a page with up to date information on COVID-19, as well as links to our webinar series.

https://hispanicfederation.org/resources/Resources_for_Non-Profits_During_COVID-19_Emergency/
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55 Exchange Place, Fifth Floor
New York, NY 10005
Tel. (212) 233-8955

North Carolina Office
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Tel: 980-296-2883

www.hispanicfederation.org