

COMMITTEE ON RULES AND JUDICIARY

BILL NO. 34-0027

Thirty-Fourth Legislature of the Virgin Islands

April 9, 2021

An Act establishing an eviction moratorium to protect rental tenants from homelessness and the spread of COVID-19 due to the adverse financial impacts of the COVID-19 pandemic

PROPOSED BY: Senator Marvin A. Blyden

1 **WHEREAS**, the Honorable Albert Bryan, Jr., Governor of the Virgin Islands issued an
2 Executive Order and Proclamation on March 13, 2020 declaring a State of Emergency due to the
3 COVID-19-Coronavirus Pandemic, and has supplemented the Executive Order and Proclamation
4 with additional Orders and has extended the State of Emergency until May, 2021;

5 **WHEREAS**, under the current State of Emergency, the Virgin Islands is in Safer At. Home
6 Status;

7 **WHEREAS**, the impacts of the spread of COVID-19 global pandemic have negatively
8 impacted the incomes of many of renter households, making it difficult for them to pay their rent
9 on time;

1 **WHEREAS**, the COVID-19 pandemic is projected to continue through the end of 2021,
2 and will require continuing diligence in combating the pandemic, including keeping individuals in
3 their residences;

4 **WHEREAS**, the federal Centers for Disease Control and Prevention eviction
5 moratorium expires on March 31, 2021, thereby creating a need for territorial legislation
6 establishing a temporary moratorium to protect residential tenants from eviction for non-payment
7 of rent in order to reduce the transmission of COVID-19, to allow residential tenants to shelter in
8 place and avoid homelessness, to promote housing stability during the COVID-19 pandemic and
9 to preserve the public peace, health, safety, and public welfare; and

10 **WHEREAS**, evictions during this pandemic would increase homelessness and housing
11 instability which would be counterproductive towards the public health goals of keeping
12 individuals in their homes to the greatest extent possible; Now, Therefore,

13 *Be it enacted by the Legislature of the Virgin Islands:*

14 **SECTION 1.** This act may be cited as “The Residential Rental Eviction Moratorium Act
15 of 2021”.

16 **SECTION 2. Definitions.** As used in this act, the following terms have the meaning set
17 forth in this section:

18 (a) “Landlord” means an owner, lessor, or sublessor who receives or is entitled to
19 receive rent for the use or occupancy of any residential unit by a tenant and the agent,
20 representative, or successor of any of the foregoing.

21 (b) “Residential unit” means a structure or the portion thereof that is used as a home,
22 residence, or sleeping place by one person who maintains a household or by two or more persons
23 who maintain a common household, and which person or household pays rent to a landlord for the
24 use or occupancy of the structure,

1 (c) "Tenant" means a residential tenant, subtenant, lessee, sublessee, or any other
2 person entitled by written lease or rental agreement or oral rental agreement, or by sufferance, to
3 use or occupy a residential unit.

4 **SECTION 3. Temporary Residential Eviction Moratorium**

5 (a) Notwithstanding 28 V.I.C. §§ 281 *et seq.*, 751, 752, 781 *et seq.* and any other law
6 to the contrary, during the period beginning on the effective date of this act and ending at the end
7 of the current State of Emergency on May 7, 2021, or any extension of the State of Emergency but
8 not later than August 1, 2021, the landlord of a residential unit may not make, or cause to be made,
9 any filing with the court of jurisdiction to initiate a legal action to recover possession of the
10 residential unit from the tenant or evict, cause the tenant to vacate, or otherwise recover possession
11 of a residential unit for nonpayment of rent, except as provided in subsection (d).

12 (b) Notwithstanding any lease or rental agreement provision to the contrary, no late
13 fees, fines or interest may be imposed for rent that became due during the effective period of the
14 eviction moratorium if the rent was late due to loss of income due to the pandemic.

15 (c) Except as provided in subsection (d), a landlord may not terminate a residential
16 tenancy or refuse to renew a lease or rental agreement during the period of the eviction moratorium
17 established in section 3(a).

18 (d) The moratorium under subsection (a) does not prohibit the eviction of a tenant
19 who:

- 20 (1) is able to make full rent payment;
- 21 (2) perpetrates criminal activity that threatens the health, life, or safety of other
22 tenants of the property in which the residential unit is located;
- 23 (3) poses an immediate and significant risk of damage to residential unit;

