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Landlord-Tenant Relationships and the COVID-19 Pandemic: A Qualitative Exploration of
Landlord Power and the Eviction Moratorium

By

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A Thesis Submitted in Partial Fulfillment
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Abstract

The COVID-19 pandemic resulted in an economic crisis as well as a public health crisis. The United States experienced the highest unemployment rates in its recorded history, exacerbating the pre-existing affordable housing crisis. Anticipating the impending wave of evictions, policymakers included a ban on evictions in the Coronavirus Aid Relief and Economic Security (CARES) Act, known as the eviction moratorium. When the CARES Act moratorium expired, the Centers for Disease Control and Prevention (CDC) ordered a temporary halt on evictions that was extended several times until August 26, 2021, and many states and localities passed their own eviction moratoria policies. Although emerging evidence suggests that the moratoria have been successful in preventing evictions and COVID-19 infections, little is known about how these policies were experienced by tenants on the ground. Drawing on qualitative data from Connecticut, Florida and Ohio, I explore the impact of landlord-tenant relationships on the implementation and efficacy of the moratoria policies. I find that the power dynamic between landlords and tenants is key to understanding how both parties navigated and interacted with these policies. Power in this context was identified in the forms of knowledge, policies and state enforcement that favored landlords in the legal system, landlords' ability to threaten and manipulate the security of participants' tenancy, and ideological beliefs and values that made participants less inclined to defend their rights under the moratorium. These various forms of power worked to erode and undermine tenant protections during the pandemic. Crucially, these power dynamics led to forced moves that are not captured by existing research on the eviction moratoria that only analyzes formal evictions. This study has policy implications for the broader legal landscape around landlord-tenant law.

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1. Introduction

The Coronavirus (COVID-19) pandemic is a momentous historical event that led to 5.94 million reported deaths worldwide by the end of 2021 (Wang et al., 2022). The pandemic resulted in the implementation of quarantine and social distancing protocols that were unprecedented in the United States in recent decades, and the highest unemployment rates that the United States has experienced since data collection began in 1948 (Falk et al., 2021). To curb the spread of COVID-19 and to provide a safety net to the hundreds of thousands of Americans experiencing financial and subsequent housing instability as a result of the pandemic, Congress included a provision in the Coronavirus Aid Relief and Economic Security (CARES) Act that mandated a national moratorium on evictions. The CARES Act eviction moratorium began on March 27, 2020, and its protections ended on August 23, 2020 (McCarty & Perl, 2021). On September 4, 2020, the Centers for Disease Control and Prevention (CDC) used its authority under Section 361 of the Public Health Service Act to pass an order temporarily halting evictions until December 31, 2020 (Centers for Disease Control and Prevention, 2020). The moratorium was extended several times before the Supreme Court blocked enforcement on August 26, 2021 (Driessen et al., 2021). However, there remained state and local level eviction moratoria in some jurisdictions, as well as other protections for tenants, such as suspensions of eviction hearings and temporary prohibitions against late rent fees (Ahmed et al., 2021).

The emerging research on the effects of the COVID-19 eviction moratoria on housing and health outcomes is promising. A preliminary analysis estimates that at least 1.36 million evictions were prevented by moratoria in 2021 (Hepburn et al., 2022). There is also evidence

that moratoria helped to curb COVID-19 infections. One study of 44 states from March 2020 to September 2020 found that the expiration of moratoria policies was associated with a doubling of COVID-19 incidence and a 5-fold increase in COVID-19 mortality (Leifheit, Linton, & Raifman et al., 2021). Similarly, researchers found that residents of states that lifted moratoria policies experienced an increased risk of a COVID-19 diagnosis 12 weeks after the moratoria were lifted relative to residents whose states maintained their moratoria policies (Sandoval-Olascoaga et al., 2021). More robust moratoria policies were more likely to protect mental health than less robust policies; moratoria that prevented landlord from even filing evictions were associated with a relative reduction in mental distress of about 13%, compared to protections that only blocked court hearings, judgements, and enforcement (Leifheit, Pollack, & Raifman et al., 2021).

In addition to understanding the population level effects of the moratorium, it is important for researchers and policymakers to understand how the moratorium was experienced by tenants and landlords, and how landlord-tenant relationships mediated those experiences, while at the same time being shaped by the moratorium. Survey data collected among tenants during the pandemic began to examine this question and found considerable variation in tenants' experiences with the moratoria (Tsai et al. 2022). The authors found that 4.3% of tenants reported that they were evicted between May 2020 and April 2021 and that 6%-23% of tenants across three waves of survey data reported delaying paying their rent because of the moratorium (Tsai et al., 2022). Tenants who delayed paying their rent because of the moratorium were more likely to report that the moratorium had a negative effect on their relationship with their landlords than tenants who did not delay paying rent (Tsai et al., 2022).

While researchers have begun the process of examining the impact of the moratoria policies through quantitative data (Hepburn et al., 2022; Jin et al., 2021; Leifheit, Linton, &

Raifman et al., 2021; Leifheit, Pollack, & Raifman et al., 2021; Sandoval-Olascoaga et al., 2021; Tsai et al., 2022), there has been no literature to date that has examined the meaning and mechanisms behind those findings using qualitative methods. This paper will add to the existing literature by using qualitative data to examine tenant experiences with moratoria policies, and in particular how tenants' relationship with their landlord shaped these experiences. By drawing on in-depth semi-structured interviews with tenants who struggled to pay their rent during the course of the COVID-19 pandemic, this study will explore the impact of landlord-tenant relationships on the implementation and efficacy of the COVID-19 eviction moratoria policies. The aims of this study are to (1) characterize landlord-tenant negotiations and discussions of late rent during the moratoria, (2) describe tenants' experiences with landlords filing or threatening to file an eviction, and (3) identify different ways tenants responded to and negotiated threats of eviction. The findings of this paper suggest that although moratoria policies were largely successful in reducing the prevalence of formal evictions, power asymmetries that favored landlords undermined the robustness of the protections, and crucially, resulted in informal evictions and forced moves, which have not yet been examined in existing evaluations of eviction moratoria.

1.1 Background

The COVID-19 pandemic and the resulting economic hardships put already rent-burdened households in even more precarious housing situations. The United States is in the midst of an affordable housing crisis. Researchers estimate that there is a shortage of 6.8 million rental homes that are affordable and available to extremely low-income renters (Aurand et al.,

2021), and that Black, Native American and Hispanic households are more likely than White households to be extremely low-income renters (National Low Income Housing Coalition, 2019). Racial disparities in housing cost burden however, go deeper than just being reflections of income disparities along racial lines. The United States has a long and troubled history of systematically excluding racial minorities, especially African Americans, from the housing market and creating segregation through practices such as redlining and racial zoning (Rothstein, 2017). Because of this history and ongoing systemic racism in the housing market, Black households (Hess et al., 2020) and other racialized minorities such as Latino immigrants (McConnell, 2013) are more likely to experience housing cost burden and eviction (Desmond, 2012; Hepburn, 2021).

Tragically yet predictably, racial disparities were reproduced in COVID-19 hospitalization and mortality outcomes (Mackey et al., 2021; Renelus et al., 2021; Shiels et al., 2021), and can at least partially be explained by social determinants of health (Dalasania et al., 2022; Ingraham et al., 2021; Walls et al., 2022). One crucial dimension of this connection between COVID-19 and social determinants of health is the relationship between eviction and COVID-19 infection and mortality rates (Benfer et al., 2021). Eviction increased the risk of COVID-19 transmission by leading to overcrowding, doubling up, homelessness and housing instability (Benfer et al., 2021). This is especially concerning considering evidence that ZIP codes with the lowest vaccination rates also had the highest eviction filing rates, and that these neighborhoods were disproportionately Black and Hispanic (Jin et al., 2021).

In light of these pre-existing racial and socio-economic disparities, the eviction moratorium had an important role to play in preemptively ameliorating the risks of eviction and COVID-19 transmission that the pandemic would disproportionately subject marginalized

groups to. Evictions are destabilizing life events that have been linked to increased odds of suicide (Fowler et al., 2015; Rojas & Stenberg, 2016), adverse birth outcomes (Himmelstein & Desmond, 2021), lower levels of cognitive development among children (Schwartz et al., 2022a), increased risk of depression (Desmond & Kimbro, 2015; Hoke & Boen, 2021), lower odds of health care utilization and access (Schwartz et al., 2022b) as well as other negative physical and mental health outcomes, such as anxiety, high blood pressure and poor self-reported health (Tsai et al., 2021; Vásquez-Vera et al., 2017). And like housing cost burden and COVID-19, evictions are disproportionately concentrated among low-income and racial minority individuals and communities (Desmond, 2012; Lens et al., 2021).

It is important to note that most research on the negative impacts of eviction only capture formal evictions. A study of Milwaukee renters sought to document the prevalence of other “forced moves” as well, by asking renters about moves that were involuntary or coerced, but that were not the result of a formal eviction (Desmond & Shollenberger, 2015). These included moves precipitated by landlord foreclosures, housing condemnations, the receipt of an eviction notice, the landlord telling the renter to leave, or a missed rent payment (i.e. tenant thought they would be evicted so they left) (Desmond & Shollenberger, 2015). The authors found that 48% of forced moves were informal evictions, 24% were formal evictions, 23% were due to landlord foreclosure, and 5% were caused by building condemnation (Desmond & Shollenberger, 2015). Documenting the full spectrum of forced moves is crucial because just like renters who are formally evicted, those who are informally evicted were found to be more likely to move to neighborhoods with significantly higher poverty and crime rates than those who moved voluntarily (Desmond & Shollenberger, 2015). Similarly, another study found that landlord-

related forced moves, which included formal and informal evictions, were associated with higher odds of HIV risk (Groves et al., 2021).

The role of landlords

In recent years social scientists have begun paying closer attention to the role landlords play in eviction and housing stability more generally among low-income renters (Desmond, 2012; Garboden & Rosen, 2019; Greif, 2018; Gomory, 2021; Leung et al., 2021). One recent study on landlords' eviction filing practices found that large landlords file for eviction 186% more than small landlords, and that larger landlords have 93% higher odds of filing over nonpayment than small landlords (Gomory, 2021). Relatedly, the author found that large landlords have a lower threshold of owed rent for deciding to evict a tenant, with their judgments being on average \$377 less than small landlords' (Gomory, 2021). Together, these findings suggest that large landlords tend to have more formalized and bureaucratic organizational structures, which separate the financial from the social aspect of the landlord-tenant relationship. This is in comparison to small landlords, who may have closer relationships with tenants and therefore make decisions about whether or not to file on tenants "within a complex social matrix" rather than solely according to business interests (Gomory, 2021: 26).

Eviction filing practices vary not just by type of landlord, but by intended purpose as well. Researchers have found that evictions are more than just a means to kick delinquent tenants out – they are also a means to keep them in (Garboden & Rosen, 2019). A qualitative study of landlord practices found that landlords who engage in serial filing at times rely on the *threat* of eviction as a means of collecting rent (Garboden & Rosen, 2019; Gomory, 2021; Leung

et al., 2021). The strategy of serially filing against a tenant but not actually following through with the eviction process also has implications for the power dynamic between landlords and tenants, as it can lead to situations where tenants have rent arrearages that are small enough that they are not evicted, but the threat of eviction still looms over them and may prevent them from exercising their legal rights (Garboden & Rosen, 2019).

Landlord power

The power dynamic between landlords and tenants can be examined and understood through various lenses, such as the setting of rents, the management of the tenancy (i.e. through provisions of the lease), property maintenance (Byrne & McArdle, 2022; Grineski & Hernández, 2010), and the interactions between people occupying different positions in a social hierarchy (Desmond, 2016). This power dynamic can be characterized as a power asymmetry that favors landlords over tenants, and which undermines tenants' sense of security. Hulse and Mulligan (2014: 643) define secure occupancy for tenants as, "the extent to which households who occupy rented dwellings can make a home and stay there, to the extent that they wish to do so, subject to meeting their obligations as a tenant." Housing researchers have made the point that secure occupancy cannot be reduced to the laws and policies that govern landlord-tenant relationships (Byrne & McArdle, 2022; Hulse & Mulligan, 2014). Such a simplistic definition misses out on how market forces, cultural norms and values and the level of implementation and enforcement of legal protections intersect to shape tenants' experiences of security (Byrne & McArdle, 2022; Hulse & Mulligan, 2014). Landlord power is co-constitutive and mutually reinforcing with tenant insecurity, meaning that "factors which produce insecurity for the tenant reinforce the

power held by landlords by undermining tenants' agency and thus their ability to challenge their landlord," (Byrne & McArdle, 2022: 139).

Chisholm et al. (2020) provide a useful conceptual framework for understanding landlord power through the adaptation of Steven Lukes' theory of power to explore tenants' responses to substandard housing. Lukes understood power as having "three faces" or dimensions: decision-making power, agenda-setting power, and ideological power. The first dimension, decision-making power, is where power is visible. This is where tenants are dissatisfied with conditions and try to change them but their interests conflict with those of the landlord's. Chisholm et al. (2020) found that in these instances, tenants who voiced complaints were ignored, dismissed, unable to get in touch with their landlord, evicted, forced to move out, or asked to pay for the repairs themselves.

In the second and third dimensions, power is hidden. The second-dimension, agenda-setting power, is where people are dissatisfied with the conditions, but there is no visible conflict of interests because tenants do not try to change them. Reasons that Chisholm et al. (2020) identified for tenants remaining silent included being unaware of their rights, not believing that asking would actually lead to improvements, fear of eviction, being uncomfortable confronting their landlord, and because tenants chose to move out rather than attempt to resolve the issue (i.e. a forced move). The third dimension, ideological power, is where people appear satisfied with conditions that are objectively dissatisfactory. Chisholm et al. (2020) identifies the third dimension of power among tenants who have low expectations of housing quality and think their substandard housing is "normal" or satisfactory. Ideological power can be identified by asking what the "relevant counterfactual" is (Chisholm et al., 2020). Presumably, people value having housing that is safe, comfortable and warm, and so it can be inferred "that a tenant would act

differently, were it not for the power of the landlord to raise the rent, deny repairs, or initiate eviction.” (Chisholm et al., 2020: 151). Attending to these different dimensions of power is critical for understanding how landlord-tenant relationships impacted the efficacy of the COVID-19 eviction moratorium. In the analysis below, I illustrate how the power dynamic between tenants and landlords played a key role in the implementation of eviction moratoria and demonstrate that analyzing the sources, tools and manifestations of this power is important for understanding the gaps and limitations of the moratoria.

2. Methods

2.1 Research setting: eviction moratoria across three states

Data for this study are derived from qualitative interviews with tenants (N=60) who were either struggling to pay rent, threatened with eviction, or evicted since the start of the pandemic and resided in one of three states (Connecticut, Florida and Ohio). Interviews were conducted between March 2021 and September 2022, when the CDC eviction moratorium was in place. In addition to the national CDC eviction moratorium, states passed their own eviction moratoria policies as well as other supplemental protections. Under the CDC eviction moratorium, landlords could still file eviction causes and go through the entire legal process – the moratorium only prevented the eviction judgment from being carried out (Ahmed et al., 2021). The three states in our sample varied considerably in the robustness and comprehensiveness of their state-level moratoria and tenant protection policies. CT had the most protections in place for tenants compared to FL, while OH had no state-level protections at all. Table 1 below outlines the

various provisions of CT’s and FL’s eviction moratoria, as well as key aspects of the eviction process more generally in all three states.

Table 1.

*State-level eviction moratoria provisions**

	<i>CT</i>	<i>FL</i>
<i>Court process</i>		
Landlords could not give notices of eviction	X	
Landlords could not file to evict tenants who had experienced financial hardship due to the pandemic	X	X
Landlords could not file to evict tenants for nonpayment of rent	X	
Landlords could not file to evict tenants for non-emergency reasons	X	
Eviction hearings could not be heard	X	
Eviction judgments were stayed	X	
Court deadlines were tolled (i.e. extended)	X	
<i>Enforcement of eviction order</i>		
Law enforcement officers prohibited from enforcing order to remove tenant who had experienced hardship due to COVID-19	X	X
Law enforcement officers prohibited from enforcing order to remove tenant for nonpayment of rent	X	
Law enforcement officers prohibited from enforcing order to remove tenant for a non-emergency reason	X	
<i>Short-term supports</i>		
Landlords prohibited from reporting late rent payments to credit bureau	X	
Utility disconnection suspended	X	
Landlord required to offer a grace period or payment plan	X	
Foreclosure judgments suspended	X	
<i>Tenancy preservation measures</i>		
Landlords could not charge late fees	X	
Housing stabilization in the form of rental assistance or tenant debt cancellation		X

*Table based on Princeton Eviction Lab’s COVID-19 Housing Policy Scorecard (Benfer et al., 2020)

2.2. Sampling and recruitment

Participants were recruited through flyer distribution to legal aid organizations and to social media groups focused on financial and housing assistance in all three states. Eligible participants were age 18 years or older, lived in CT, FL or OH, and were either behind on rent, threatened with eviction, or evicted since the beginning of March 2020. Our team recruited participants until September of 2021, when we reached 60 participants. We chose to stop recruitment at this time both because the team agreed we had reached saturation and because the CDC moratorium ended in August 2021, which would have meant that the experiences of participants recruited after that time would have started to be qualitatively different from those recruited before the expiration of the moratorium.

Table 2.

*The eviction process by state**

	<i>CT</i>	<i>FL</i>	<i>OH</i>
Landlords required in advance to notify tenants that they plan to file for eviction	Yes	Yes	Yes
The amount of notice required prior to filing an eviction for nonpayment	3 days	3 days	3 days
The cost to the landlord to file an eviction	\$175	\$185-270	\$100-250
The eviction summons must include information on how to access eviction-related legal services	No	No	No
Number of days prior to the eviction hearing an eviction summons must be served	2 days	5 days	7 days
Tenants must formally respond to eviction summons prior to a hearing by contacting the court directly	Yes	Yes	No
In states that require a formal response, failure to respond may result in eviction by default	Yes	Yes	N/A
Tenants must pay the full amount the landlord claims is owed to them into the court in order to secure a hearing	No	Yes	No
If the court rules in favor of the landlord and the tenant wishes to appeal, the tenant must pay a bond to the court	Yes	No	No

*Table based on Legal Services Corporation report (Abdelhadi & Ahmed, 2021)

2.3. Data collection and analysis

We conducted semi-structured interviews with 60 participants between March 2021 and September 2021. We asked participants about their financial and housing situations, their relationships with their landlords, and their experiences with back rent, forced moves, eviction, and housing court. We also asked about their understanding of state and federal COVID-19 eviction moratoria policies. Participants also answered close-ended questions about whether they had trouble paying rent before the pandemic, their cost of monthly rent, the amount they owed in back rent, and what stages of the eviction process they had gone through. The answers to these close-ended questions and other demographic information are summarized in Table 2. The interviews lasted an average of 33 minutes, ranging from 15 to 66 minutes. The interviews were all conducted via telephone or Zoom and participants were compensated with \$50 for their time. Eleven interviews were conducted by Danya Keene, twenty-three by Annie Harper and twenty-five by Whitney Denary. Data collection for this project was exempt by the Yale University Institutional Review Board.

Our team used a grounded theory approach to analyze and collect the data (Corbin & Strauss, 2014). Our research team (Keene, Denary, Harper, Kapolka and Carter) iteratively open-coded eight interview transcripts and this process was used to create a focused codebook. Our coding team (Kapolka, Carter and Denary) team coded six transcripts and the full research team met to discuss their coding in order to ensure that there was a common understanding of code definitions and to refine, add and combine codes as needed. After the codebook was finalized, all 60 interviews (including the 8 that were originally open-coded) were coded by one

of three coders (Kapolka, Denary and Carter) using NVivo software. Throughout the coding process, the research team met bi-weekly to resolve any coding questions.

I (Anna Kapolka) independently conducted the analysis for this study, with regular feedback from the larger research team. In order to explore tenants’ experiences with the moratorium within the context of the landlord-tenant relationship, I queried coded excerpts from the following codes in NVivo: landlord relationships and interactions, the moratoria, forced move, and narratives of individual responsibility. I read through the “landlord relationships and interactions” code and wrote analytic memos analyzing key patterns and experiences. I also created a new codebook that captured and categorized participants’ experiences with and perceptions of their landlords and used it to recode the “landlord relationships and interactions” segments. I then created “thick descriptions” of these subcodes, which summarized the following: different aspects of the subcode, the context and meaning of these different aspects, how each aspect is discussed, and by whom is it discussed. I read through the remaining queried code segments and wrote analytic memos. I reviewed full transcripts in order to contextualize excerpts and my written analysis. I used the memos, recoded segments, and thick descriptions to identify central features and themes and the data, and ultimately to organize my findings.

Table 3.

Participant characteristics

	<i>CT</i>	<i>FL</i>	<i>OH</i>	<i>Total</i>
<i>Total Sample</i>	34	13	13	60
<i>Gender</i>				
<i>Male</i>	11	5	2	18
<i>Female</i>	23	8	11	42
<i>Race</i>				
<i>African American</i>	28	11	10	49
<i>White</i>	3	1	1	5

<i>Other</i>	3	1	2	6
<i>Hispanic/Latino/a</i>	10	5	2	17
<i>Eviction Proceedings</i>				
<i>Landlord verbally said they would evict participant</i>	20	12	9	41
<i>Landlord filed a complaint and served participant papers</i>	8	8	7	23
<i>Court Date Scheduled</i>	6	4	4	14
<i>Court Date Attended</i>	1	3	3	7
<i>Landlord won the judgement from eviction court</i>	2	3	2	7
<i>Participant was officially evicted, having to vacate the premises</i>	1	2	2	5
<i>Participant “forced to move” but not officially evicted</i>	10	8	8	26

3. Results

In exploring and analyzing how tenants and landlords maneuvered and negotiated their relationships within the context of the eviction moratorium, power was repeatedly identified as a key feature across the data. The landlord-tenant power dynamic proved to be a useful explanatory framework for understanding how and why participants negotiated (or did not negotiate) late rent with their landlord and whether or not they actively engaged with the moratorium in these negotiations. Power in this context was identified in the forms of knowledge, policies and state enforcement that favored landlords in the legal system, landlords’ ability to threaten and manipulate the security of participants’ tenancy, and ideological beliefs and values that made participants less inclined to defend their rights under the moratorium. These power dynamics will be explored through the lens of four themes: information asymmetries, mediating role of the legal system, landlord harassment and pressure, and the negotiation of deservingness and personal responsibility.

3.1 Information asymmetries

Uncertainty and lack of clarity about the moratoria policies was pervasive across participants. This impacted tenants' confidence, motivation, and willingness to bring up the policy in dealings with their landlords, and it created situations where tenants relied on their landlords for information about the moratorium. The asymmetry in knowledge between tenants and landlords and the landlord's position as a credible source of information about the moratorium from the standpoint of some of the participants meant that many tenants were not in a position to know or defend their rights.

Uncertainty about moratorium policies

Participants had different levels of knowledge about the moratoria policies and various sources of information. Michael (CT) sought information out for himself through the internet, but he was aware of the power asymmetry in his relationship with the landlord and it made him anxious. He described a sense of big relief upon learning about the policies, but also anxiety over being uncertain whether the moratorium would apply to his situation:

... there's also anxiety ... because you know, we read so much on what the state is preventing evictions and foreclosures and stuff like that. And they tell you it's from this date until this date, but you never really feel fully safe, because you don't really know. I mean, anybody can file an eviction on anybody at any time, you know what I mean? So, is this truly gonna be there for me if they do file an eviction on me? So, there's always that kinda uncertainty in your head, you know, are they gonna tell me, "Oh, you didn't

make payments for a month towards your rent, so they can evict you.” So, I didn’t know if there’s any loopholes where I could still be evicted or not. So, just the uncertainty of not knowing ... was this an absolute or not, you know? ... I’m always waiting for the other shoe to drop, you know.

Michael captured how uncertainty about the policies feeds into and increases the power imbalance between landlords and tenants. Landlords can file an eviction “on anybody at any time” and the onus is on the tenants to navigate whether the landlord is acting inappropriately or if there was a “loophole” that the tenant was unaware of.

For some participants, the particularities of their situations made them unsure if the moratorium applied to them. Wizdom (CT) was in a situation where the landlord was trying to push her out because they wanted to sell the house, but she did not make any reference to the moratorium being a part of their conversations. When asked if she heard of the moratorium Wizdom responded,

I’ve heard about it, but I’ve heard that ... you know, it’s her house. She’s getting ready to sell it. Like I’ve heard so much that I don’t know what’s true and what’s not.

Wizdom did not describe any sense of relief or empowerment from the moratorium because she did not know if it applied to her situation. On a similar note, Star (CT) had Section 8 housing and was unsure if she was protected by the moratorium:

I was wondering ... does that apply for me or does that apply for people that pay full amount rent because I'm on Section 8.

Over a year into the pandemic, Star said the Housing Authority had not communicated any information about the moratorium and she did not know if her housing subsidy made her ineligible.

Not having knowledge of the moratorium

Some participants did not know about the moratorium at all, and some actually learned about it through the interviewer. Hayley (*OH*) left her apartment because of her landlord's harassment without even knowing that the moratorium existed. When asked by the interviewer what she thought would be helpful for people in her situation if an event like the pandemic were to happen again, she answered,

I think there should be an agreement, especially when you're going to rent somewhere. That agreement should be very detailed because ... any pandemic can happen, that was not put into the clauses. So, it should be put and should be stated clearly and some allowance should also be given to tenants. And also ... if you are not a legal person, you are not so much into knowing about the law, you will not know who to go to. So, I feel such information should be stated there (i.e. in the rental lease).

Hayley essentially suggested that an eviction moratorium should by default be written into every rental lease in the event that a destabilizing event like the pandemic should happen, where many

people lose their income and are unable to pay rent. Hayley alluded to the information asymmetries that put tenants at a disadvantage relative to landlords when she pointed out that “if you are not a legal person” you may not be aware of what your legal rights are. Although some state moratoria policies were meant to be applied by “default”, states like Ohio only had the CDC eviction moratorium, which required tenants to opt in by filling out a form and providing documentation of their eligibility.

Lucy (*CT*) was also not aware of the eviction moratorium when she was taken to housing court and threatened with eviction. Her mother eventually told her, “they can’t evict you during the pandemic,” however, Lucy did not experience any relief because she worried, “what if this is not true?” Lucy’s skepticism and uncertainty is certainly understandable considering she did not learn about the moratorium until she was in court being evicted.

Landlords leveraging information asymmetries

Participants’ incomplete – and in some instances nonexistent – knowledge about the moratorium facilitated landlords being able to operate according to their own guidelines. A number of participants described their landlords exercising some degree of leniency or cooperation given the circumstances of the pandemic, but it seems that some landlords acted on their own discretion as opposed to working in accordance with the policies. Star’s (*CT*) experience with her landlord clearly illustrates this phenomenon. After missing two months’ rent, Star received a letter from her landlord that the eviction process would be started soon if she did not pay. Star described reaching out to her landlord when she got the letter:

Yeah, I called them and asked how much I owe and they were like I owe this certain amount and then they were like, "You're 3 months almost behind so at least pay the month of September and it won't put it back 3 months." I guess after 3 months they have to do that so then I just paid it.

According to Star, her landlord had their own policy that they would not start the eviction process until a tenant was three months behind on rent. As was referenced earlier, Star was unsure if the moratoria applied to her and so perhaps that is part of the reason why she did not question the landlord. Another reason seems to be Star's ambivalent feelings about the moratorium, which she said is great, "but I'm like at the same time you're still going to have to play catch-up."

Oliver (OH) had a similar experience, but he explicitly referenced the fact that his landlord's policy was not in line with the state's. He explained his understanding of the moratoria policies as follows,

... so they [the state] were aware that most of the people they lost jobs ... So according to the rumors that I heard, the maximum that they could have is six months. In six months' time, you could have been sent the eviction letter. But for my apartment, their rules is four months, you know.

Oliver's landlord sent him an eviction notice after four months and Oliver does not indicate that he in anyway pushed back. Oliver describes the landlord as being his friend prior to the pandemic, which may help explain his reticence to press the landlord for more time. Star and

Oliver demonstrate that uncertainty around the moratoria policies created space for landlords to enact informal policies at their own discretion.

Landlords also acted as de facto policymakers when they gave tenants information about the moratorium which may or may not have been true and tenants assumed that this information was credible. Noah (CT) seemingly had erroneous information about the moratorium, which he described as giving people “30 to 60 days before they kick you out of the house.” Noah’s landlord, on the other hand, gave Noah three months to catch up on his rent. Information asymmetries led Noah to believe that his landlord was acting leniently relative to the law.

Lynn (CT) learned about the moratorium from her landlord. When asked if she was keeping track of the policies, Lynn replied,

I haven’t. They didn’t say anything to me. They just told me about the COVID relief program to help people with back rent and lights and gas and I applied and whatever they do for me I’m grateful.

Lynn’s trust in her landlord is perhaps warranted. In addition to informing Lynn that she would not be evicted because of the moratorium, they directed her to rental assistance and did not even so much as verbally threaten her with eviction – a relative rarity among the participants.

However, Lizzie (CT) demonstrates that relying on the landlord for information can be problematic. Lizzie told the interviewer that her landlord had never threatened her with eviction during the pandemic, “but the moment they were able to ... you know, once the law was lifted, they did.” Thankfully, by that point Lizzie obtained rental assistance and was even left with a credit on her ledger. It is indeed possible that state-level policies shifted in such a way that left

Lizzie vulnerable to eviction. However, Lizzie reached the conclusion that the eviction ban ended because her landlord said it had. When the interviewer asked Lizzie if she ever considered that the landlord may have been acting inappropriately, Lizzie answered,

No, I just assumed that they were acting appropriately, because ... realistically, it was four months, so it's like – okay, what's going on?

Lizzie assumed that her landlord was acting in accordance with the law, and perhaps they were. Nonetheless, the key point remains that Lizzie was taking cues from her landlord's actions to navigate what the policies were, which is problematic within the context of power and information asymmetries between landlords and tenants.

3.2 Mediating role of the legal system

Besides tenants and landlords, the third key player in the implementation of the eviction moratorium was the legal system. In the event that a landlord illegally filed to evict a tenant protected by the moratorium, it would be up to the courts to stop the eviction process. However, although the moratorium in theory should have shifted the balance of power in tenants' favor, participants' experiences demonstrate that it was not always a robust source of protection and that there were "loopholes" that left tenants vulnerable. Additionally, some participants chose to not go to court or seek out legal aid because they felt their landlord would win anyway, or because they could not afford legal aid.

Avoiding court and forced moves

Some participants reported deciding to move out upon receiving an eviction notice rather than going to court, which they thought would be a waste of time. Monica (*CT*) had heard of the eviction moratorium, but her brother advised her against fighting the eviction notice her landlord gave her. When asked why she decided to heed his advice, Monica explained, “I just want to live in peace” and that going to court would have, “created like hatred between me and the landlord.” She further explained, “And it could have wasted my time too like going through courts and all the processes.” Although Monica knew that she had rights she could try to defend in court, she did not think it was likely that she would win.

Similarly, Antonia (*CT*) knew about the moratorium but felt she did not have the “power” to stay in her apartment. She elaborated that she did not have the money, courage, or “the energy to argue with him” and so she decided to move out when her landlord verbally threatened her with eviction. Antonia explained her decision to not defend her rights,

He's more powerful than I, you know. At the end of the day, if he wants me out the apartment, he will do anything to make sure that I am out of the apartment. So that's why I didn't go to that extent.

The idea that landlords are always ultimately successful if they want to evict a tenant was echoed by several participants. Misha (*CT*) expressed a similar sentiment to Antonia’s, emphasizing the role of money as power in the legal system, which provides better access to the legal system:

Don't underestimate what a landlord can and cannot do. Because when you got that money, they can evict you. If you've got the money for the right lawyer, they can evict you. They can evict you. And I know it was a government thing saying that, you know, no landlord can evict you due to the pandemic—don't underestimate the mind of a landlord, if they've got money. Because she (the landlord) done went and got her a whole new separate lawyer that will fight for a conviction.

Misha points out perhaps an obvious but unspoken point by most participants – landlords, even most small ones, have immensely more financial capital than tenants to fight a legal battle.

Dre (*FL*) had a different reason for not fighting his eviction in court. His landlord had not filed for eviction yet, but Dre knew “that’s where they were headed,” so he moved out. Dre explained,

I just prefer the simple procedure where I can just give up and go out by my own before the eviction services come officially to throw me out because it might be worse and they might even decide to take me to police and that would be a different case.

The fear of interacting with the police in the context of eviction was mentioned by only a few participants, but it is worth highlighting. Certain groups, such as Black people, people of color, and households with undocumented immigrants, may be less likely to defend their rights for fear of interacting with the police.

Loopholes in protections

Some participants did go to court but discovered that there were loopholes in the protections they had been unaware of, which reinforced landlord power within the legal system relative to tenants. A few participants found out that they were not eligible for protection. Carly (*OH*) was laid off from her job due to the pandemic and described a great sense of relief upon learning about the moratorium, which to her understanding was meant to protect tenants in exactly such circumstances. She was let down when the court used the fact that Carly spent down her savings and used assistance from a church to pay rent to rule that she was in fact capable of paying rent and her nonpayment was not a result of COVID-19 hardship. She described her subsequent disillusionment, saying,

... when I had actually provided the documentation that I did lose my job because of the COVID situation and I wasn't protected from that, I just kind of wondered if it's really working because for me, it didn't work for me.

Similarly, Mark (*OH*) was evicted because he was unable to provide sufficient documentation in court that he lost his job due to the pandemic. Importantly, Mark only learned about the moratorium through the court proceedings of his eviction. Perhaps if Mark had known about the moratorium earlier he would have been able to procure the necessary documentation. It is also worth noting that Mark did seek pro bono legal assistance but was unable to obtain it due to lack of availability. He noted, “they are really overwhelmed.”

While Carly and Mark were evicted through legal loopholes, Savannah’s (*CT*) landlord used a more underhanded approach to circumvent the moratorium. Savannah explained,

... when he filed in March, he filed that I was a severe nuisance. But ... literally when I spoke to him on the phone, I have text messages of him saying that if I can just pay the rent or find a program to help me pay the rent, then he would stop the eviction. So, it had nothing to do with being a severe nuisance, it literally had everything to do with the rent, everything to do with the rent.

Savannah's landlord attempted to go around the moratorium by evicting on grounds other than nonpayment. The legal protections offered by the moratoria were not robust enough to guard against these tactics, especially since Savannah did not have legal representation. When asked by the interviews if she had sought legal aid, Savannah responded, "I don't know how."

Carly, Mark, and Savannah have experiences that bring evidence to bear on Martin's (*FL*) opinion that landlords have not been respecting the moratorium because they know it's not being enforced. Martin observed that during the pandemic employers fired with impunity employees who were supposed to be protected from losing their jobs during the pandemic, and so, "you can't just be forcing landlords to respect their own law if the employers are doing that ... in the watch of the government." Similarly, Carly (*OH*) reflected on her landlord's success in evicting her, saying,

... because she had actually evicted some other people during this time ... she felt like that wasn't something that it's gonna protect me anyway because she was in a position to evict any other person.

Carly felt that her landlord served her an eviction notice because the landlord had learned that the moratorium was not being enforced by the courts.

3.3 Landlord harassment and pressure

Landlord harassment and pressure was a common experience across participants. Participants' experiences of harassment and pressure ranged from constant calls and late rent notices, to verbal abuse and eviction threats. These behaviors undermined the protections afforded by the moratorium by increasing stress and uncertainty among participants, eroding the sense of relief and brief reprieve that many participants described as a primary benefit of the moratorium, creating pressure to pay rent despite financial hardship, and in some cases forcing or pressuring participants to move. Landlords' ability to push participants out of their apartment or to use harassment as a form of rent collection is a reflection of their power to manipulate the security of a renter's tenancy.

Stress

For many participants landlord harassment and pressure was a very stressful experience and undermined participants' sense of security, even when they knew about the moratorium. Tony (*CT*) described the stress he experienced not being able to pay his rent and how his landlord's scare tactics exacerbated this stress:

It came down on me every month ... every time it came close to the first, cause you know like I said I suffer from PTSD ... I start havin breakdowns really, really quick, panic

attacks. So when it got around [to pay] my rent, stuff like that, I started to get bogged down, I start to get sweaty panic attacks. I start thinking crazy ... you know the thing I'm being reminded about is ... how bad Mandy Management harassed me ... they sent me a notice to quit during the middle of the beginning of the pandemic when they were told to stay off and leave these people alone there is nothing that can be done. They actually sent me a letter on the letterhead, a fake thing, notice to quit. ... there was a lot of ... stuff on their behalf that made me stress even more so because they scared me ... I did the rent moratorium thing, but they didn't make an agreement with me.

Tony goes on to describe how he gave the landlord \$4000 and both parties agreed to a payment plan of \$200 a week going forward, only to have the landlord reject the plan once they received the \$4000. When Tony questioned the landlord's fake eviction notice, the landlord told him, "Oh, well, everything's all legal we want you out." Tony knew his rights and continued to the time of the interview to stand his ground, but the stress that he suffered is not trivial. Tony pointed out that "the moratorium is supposed to help ... give you a little relief to get your stuff together ... and I'm not even getting that pleasure." For Tony, the landlord's threats negated the benefits the moratorium was supposed to provide.

Matthew's (*CT*) landlord never filed an eviction notice nor did they ever threaten him with eviction, and yet the constant stream of late notices that he received was still enough to cause him considerable anxiety. Matthew describes his landlord's response to his late rent,

... at first my landlord was ... very receptive to understanding the situation, but ... She wanted money, you know ... she kept pressuring me with the notes every week. I got

tired of that shit, that shit used to piss me off. ... after I finished explaining to her what the situation was. Why would you send me a note? ... I'm already stressed enough. ... I don't have the damn money, you know. And I'm trying to be nice to you and trying to tell you the truth and you go up there and doing what you're doing.

Although on paper Matthew's landlord was adhering to the moratoria policies, in practice the pressure undermined what was arguably the biggest benefit of the moratorium – the temporary relief it provided.

Some participants were unsure if their landlords were following through on their threats of eviction. When Wizdom (*CT*) was asked to clarify whether her landlord had sent an eviction notice she replied,

Yes. Well, she – I haven't seen it. She said she would. I honestly think she was just threatening me, I guess. I don't know.

Even if the landlord did not ultimately follow through on her threats, Wizdom still suffered the stress they created. At one point in the interview Wizdom described how she felt being behind on her bills and she said,

I feel like I'm suffocating ... I feel like I'm – I can't get out of the water. I can't get out of the pit and it's one thing after another. ... I'm just stressed to the max.

Wizdom's voice started to break and she apologized for crying. Her response illustrates that landlords' empty threats are not empty when they cause tenants distress and undermine their sense of security in something as fundamental as shelter and home.

Pressure to pay

Another effect of landlord harassment and pressure was participants prioritizing their rent when they had other competing bills and theoretically the flexibility to delay their rent payments. Jo (*FL*) reflected on her decision to pay rent throughout the pandemic despite moratorium protections, saying, "But I feel pressure from the landlord, you know the lady from the office, she was always calling me and putting papers on the door." Jo lost her job when the pandemic started but she continued to pay her rent with unemployment benefits and her savings, until the benefits stalled for a few months and she fell behind. The Florida state moratorium was lifted in October 2020 and so Jo went to talk to her property manager and claim protection under the CDC federal moratorium; the management company filed an eviction notice that same month. Jo was eventually successful in connecting to rental assistance that covered her entire back rent. However, it did not cover the late fees and at the time of the interview Jo was still in the midst of legal proceedings. At one point, Jo asked if she could be honest and reflected that, "I don't know why I pay my rent until July, because we did have a state moratorium." She prioritized her rent as long as she could through hard financial times just to have her landlord file on her as soon as they could.

Savannah (*CT*) also continued to make partial payments to appease her landlord, whose harassment would range from promises to circumvent the moratorium and kick her out to appeals to Savannah's sympathies, where they would text things like, "I don't want to kick you out, I just

need the money for my family.” In the end, the landlord was not satisfied with Savannah’s efforts anyway:

So I was just trying to work to salvage what I could of our agreement with the landlord and it didn't really end up doing much because nothing satisfied him ever. You know, if I made a \$200 payment one week and a \$400 payment the next week, he'd be like, oh, you're still a \$100 short for rent plus you still owe this much for the back rent.

Savannah’s landlord’s threats devolved to personal attacks on her mothering, and even resorted to tactics such as trying to steal Savannah’s mail so she would miss her court date and the landlord would get a default judgement against her.

Forced moves

Just as participants reported moving out – as described in the previous section – because they for whatever reason did not want to take their case to court, a significant number of participants reported moving out of their apartment because of landlord harassment and pressure. Marcy’s (*FL*) landlord was understanding at first, but after three months of late rent the landlord started sending his son, “and the son was very rude.” On top of the son’s behavior, Marcy was tired of avoiding her landlord’s phone calls and decided to move in with her brother when she got an official notice to quit. It is also important to note that Marcy was unaware of the eviction moratoria policies at the time of her move.

Jennifer (*OH*) similarly decided to move in with her sister rather than live with her landlord’s harassment:

She [the landlord] was now on my door—because she lives nearby. She was living nearby. So all the time calls, all the time. She shows up without notice all the time. She issues some intimidating words. And it feels like you are actually not wanted there. You have to pay rent or just leave.

Moving because they were “not wanted there” was a common motivation among participants who experienced forced moves. Hayley (*OH*) also explicitly explained her decision to move out as being due to the landlord’s behavior:

She was very, very harsh. Actually, I just didn’t want to like continue with the harsh treatment. ... She’s that kind of person who doesn’t like delays because she’ll wake up one morning and be like this building has a lot of maintenance to be taken care of... I decided now that this was getting out of hand. It was pressurizing and the landlady was very rude and she’d be that kind of person who causes scenes every time, especially with nonconforming tenants.

Hayley had also not heard of the moratoria policies at the time of her move. She said she thinks she would not have moved if she had known about the moratorium because, “no one would have disturbed me.” However, as is evident from other participants’ experiences, Hayley talking to her landlord about her rights under the moratorium would not have necessarily stopped the harassment.

3.4 Negotiating deservingness and personal responsibility

When talking about the moratorium, participants articulated narratives of deservingness, but also narratives of personal responsibility and sympathy for the landlord. Often, these ostensibly competing narratives were expressed in tandem by a single participant. However, upon closer examination these narratives are compatible within frameworks of individual responsibility and elevation of property rights over social welfare rights such as a right to housing, both of which are pervasive in America's socio-political culture. The extent to which participants internalized these narratives may have impacted how they interacted with their landlords and the moratoria policies and can be understood as a form of ideological power (Chisholm et al., 2020).

Sympathy with the landlord

A significant number of participants expressed sympathy with their landlords' financial situations within the context of the pandemic. Some participants felt that their landlords had "the right" or "no choice" but to evict them. Praia (CT) was asked if she was concerned that her landlord would evict her if the moratorium fell through, to which she responded, "Yes. Absolutely. He would have no choice. Because if I have no other way or means of being able to pay, absolutely."

June (CT) expressed gratitude that her landlord "hung in" with her,

... my landlord, who's a nice guy – believe it or not, there's a few out there –, and he said, "You know, June, I'm at the point where I can't, I can't no more." You know, so I

said, I understand, so you're going to have to do whatever you have to do, because I had no means at that point in time. But he still hung in with me.

Although June believed her landlord was a “nice guy” she nonetheless “would thank God” for the moratorium because she believed it “tied” the landlord’s hands and helped her stay in her apartment. June said she did not discuss the moratorium with her landlord because they had a good rapport, and she was able to just directly talk about her financial struggles with him. It is possible that aside from not having a need to cite the moratorium, another reason June did not bring it up was because she wanted to separate herself from “bad” or “undeserving” tenants. June shared observations of the moratoria policies,

... some tenants were ugly about it, you know, they, you know, some people did take advantage of the situation, but I wasn’t one of those. So, you know, when I had it, I went in there when I got my first money from the unemployment, I got a whole bunch of money at one time, I went in and brought him [the landlord] \$3,000.

June here is highlighting that she was not behind on rent due to poor personal financial decisions – her unemployment money went straight to her landlord. Throughout the interview, June presents herself as a responsible tenant who is doing the best she can despite her limited means. At one point, she confirmed that the stress of being behind on her bills exacerbated her health conditions, explaining, “Because I’m not the best, but I try to be, you know, a good American.” These deep cultural narratives of what it means to be an American led participants such as June to defend their landlords’ threats of evictions and to try to carve a place for themselves among

the deserving. June's takeaway from her experience during the pandemic is reflective of these values:

... people like me, I live paycheck to paycheck. ... But this is a lesson that we have to stay on top of things.

In addition to beliefs that landlords were "in the right," participants' sympathy with the landlord was justified through observations that "the landlord has a mortgage to pay too." Nina's (CT) landlord was a family friend and so she knew his situation quite intimately:

... he's a single ... parent as well he's actually trying to take care of his family, his wife passed some years back, so ... I didn't want to put him in a position where he felt like he had to worry about me or sort of being a burden to him ... he was actually paying for the mortgage so I actually understood his position, where he was coming from

The family connection was not enough to prevent Nina's landlord from filing an eviction notice. Nina felt that she was in the wrong for not following through on her promise to catch up on the rent and community organizations informed her she did not qualify for the moratorium because she voluntarily quit her job prior to the start of the pandemic (although her inability to find a new job was because of the pandemic). Nina therefore decided to move out and live with her boyfriend.

Bree (OH) described the moratorium as "bittersweet" because she thought it was fair within the context of the pandemic but she thought, "it's also kind of hard on landlords because

they have to have money to take care of the property that you're in.” In contrast, Savannah (CT) did not have any compunctions about the moratoria policies:

I mean, from what I see, the landlords are getting money—most landlords are getting money in some way, shape, or form from the government because of this. So, if you're not going to file to get that money or if you're a slumlord and can't get that money, that's not our fault. This is a pandemic, everybody's going through hard times. I feel like just putting people on the streets is not fair, especially when most of these people are families with children and there's no room in the shelters. Where is everybody supposed to go?

Savannah did not think landlords' financial struggles should be elevated over anyone else's because “everybody's going through hard times.” Her defense of tenants struggling during the pandemic leads into the next section, which further explores participants' defense of the “deserving.”

Defending the deserving

Many participants defended the legitimacy of moratoria policies, which suggests that they felt that the moratorium would be seen as illegitimate by some. Participants likely had a sense that the notion that a tenant should be able to remain in an apartment for which they did not fulfill their financial obligation was “wrong”, even when in many cases – especially within the context of the COVID-19 pandemic – the circumstances that led to their nonpayment of rent were out of their control and there were compelling public health and moral arguments to prioritize housing stability over landlords' finances during the pandemic. This is likely a

reflection of deeply engrained values of self-reliance, individual responsibility and reverence for “free and fair” competition in the market that are part and parcel of American socio-political culture. For example, Precious (*CT*) expressed incredulity that the moratorium would really allow her to stay in her apartment even if the rent was unpaid:

So then I didn't understand like how could they just not put us out like – say we don't pay the rent at all and we didn't just give them something, then how could they not put us out?

Precious recognized that the moratorium was counterintuitive and even unnatural within the context of a system that values the fulfillment of contractual obligations to the landlord over tenant health and wellbeing. Other participants likely also had this awareness, and for that reason defended the existence of the moratorium. Some participants did this by emphasizing the great social harms that would befall hardworking and deserving Americans if they were evicted, whom they across the board counted themselves as being among. Michael (*CT*) provided his thoughts on the moratorium,

Well, you know, these policies that prevent people from being evicted at this point, you know, I think they're wonderful. We need that, because there's so many people out there like me ... they're having such a rough time paying their rents, their mortgages, their bills. I'm not the only one ... they're giving people money because they know that people right now are struggling. You know, they're fighting tooth and nail just to survive and, you know, people like me that are in a position where ... I'm doing everything I can. I'm

not sitting back and just saying, “I want help.” I’m doing everything I can to help myself and to help my situation, and it’s nice to have programs out there that can offer temporary assistance ‘til somebody gets back on their feet, you know? ... Until this stuff ends, until this pandemic is over ... we need that stepping stool to keep going.

Michael made clear that he and others impacted by the pandemic were not just “taking a handout” from the government, they were doing everything they could to help themselves and it made sense for the government to step in and provide a “stepping stool” in the face of a disaster such as COVID-19.

Leila’s (*OH*) landlord at the time of the interview was trying to evict her for accumulated late fees, even though Leila had successfully attained rental assistance and paid off her back rent. Understandably, Leila did not feel that the moratorium was an effective policy; she said being in court “was a joke.” She felt that the government had let down hardworking people who were deserving of assistance,

I think there should be something out there for people who have been hard workers, have contributed to society ... I think that we should be more smarter than this, like this is not the first pandemic, this is not gonna be the last pandemic. We're going to always have problems here. It's not the greatest place to be because we're always helping other people. I mean, I don't want to talk about presidents— we should have kept Trump. Now I'm scared because I'm like, this is crazy. I'm like Trump wasn't that bad after all.

Leila had voted for Joe Biden in the 2020 presidential election and she was now regretting her choice because she that she had fulfilled her part of the bargain by “contributing to society” and working, but when she needed help there was nothing “there to protect Americans.” She felt that the Biden administration was trying to save the whole world when “we need our people to be saved.”

For Sergio (*CT*), the moratorium was never a part of his calculations because, “when all restrictions are lifted and everything [goes] back to normal, then you might have an impatient landlord who wants to put in that eviction process.” Sergio also commented that some people abuse the moratorium, “They start buying \$300 jewelries and all that”. And yet Sergio also noted, “The policy, you know, is good for some people because ... I think, I don’t wanna say [a] million, but close to it, could have been homeless.” Exemplified in Sergio’s interview is the tension that was present among many participants in various forms, where they saw themselves and others caught up in this historical moment as being deserving of some reprieve in the face of a pandemic and economic crisis, but at the same time not wanting to violate the landlord-tenant social contract and not trusting that if they did they would find themselves protected. In response to this tension, some participants defended their own legitimacy and deservingness.

4. Discussion

This study documented landlord-tenant relationships during the COVID-19 pandemic and the implications these relationships had for the implementation of the eviction moratoria policies by analyzing semi-structured interviews with tenants who struggled to pay their rent during the pandemic. Previous research documented the impact of the moratoria policies by analyzing

quantitative data (Hepburn et al., 2022; Jin et al., 2021; Leifheit, Linton, & Raifman et al., 2021; Leifheit, Pollack, & Raifman et al., 2021; Sandoval-Olascoaga et al., 2021; Tsai et al., 2022), but this is the first study to the author's knowledge to utilize qualitative data to evaluate the moratorium. Understanding how tenants used the moratoria policies and how landlords responded to them is key for policymakers hoping to better understand where the moratoria succeeded and where they failed.

I found that the power dynamic between landlords and tenants played a critical role in how landlords and tenants navigated the moratorium. Power worked on multiple levels and in various forms to undermine the efficacy of the moratorium. One form this power dynamic took was information asymmetries between landlords and tenants. Many participants expressed confusion and uncertainty over how far the moratorium's protections extended and who was eligible. This put participants at a disadvantage relative to their landlord because they were less likely to assert their rights if they were not sure what those rights were, and some participants even relied on their landlord to learn about the policies. Clearly, this is not ideal if one of the implicit goals of the moratorium is to restrain landlords' power. This finding is in line with previous research that has found that lack of information poses a barrier to tenants defending their rights (Chisholm et al., 2020; Martinez, 2020; Super, 2011).

The second area that power played out was across the legal landscape. There is overlap with the theme of information asymmetries, where participants lost their case in court and were evicted because of eligibility criteria and documentation requirements that they were unaware of. Other participants decided against going to court because they felt it would be a fruitless battle, either because of landlords' greater financial capacities, landlords having a better knowledge and ability to navigate the legal system, or a general understanding that landlords are more powerful

than tenants and can ultimately evict any tenant they want out. These participants chose to move out rather than go through a legal battle that they could not win or afford, and that might bring unwelcome contact with the police. These forced moves are a key finding because they will go undetected in quantitative studies that rely on eviction data to assess whether the moratorium kept people stably housed – in this study alone, 26 of 60 participants reported experiencing a forced move that was not a formal eviction.

Participants' descriptions of their experiences with and perceptions of the legal system are reminiscent of renters' experiences within the context of the implied warranty of habitability. The implied warranty of habitability was created by case law in the 1960s and 1970s and it is the idea that implicit within every residential lease is the guarantee that a landlord will maintain the premises to the standard dictated by housing codes, and that the tenant has the right to reduce rent if that standard is not met (Martinez, 2020). Importantly, because it shifts the power dynamic in renters' favor, renters can use this right defensively if they are brought to court for nonpayment of rent, even if they did not intentionally withhold rent to protest housing conditions. However, in practice this right is rarely successfully used in landlord-tenant courts because of procedural characteristics of eviction court that favor the landlord, as well as because of information asymmetries where renters either do not know about the right or are representing themselves and fail to successfully make their case without legal aid (Martinez, 2020). Similarly, the efficacy of the moratorium was partially undermined by a legal system that is more accessible and sympathetic to landlords.

Forced moves were also a consequence of the third form of power identified in this study – landlord harassment and pressure. This harassment ranged from the illegal filing of eviction notices and malicious behavior to relentless reminders and constant phone calls that created

stress and pressure to pay, undermining the supposed flexibility the moratorium afforded.

Although we cannot know for sure the thoughts and motivations of the landlords in this study, previous studies suggest that for some landlords, the threat of eviction may have been an intentional means of rent collection (Garboden & Rosen, 2019; Leung et al., 2021).

Finally, power took a less obvious form in participants' sympathy with landlords' financial situations during the pandemic and their defense of the legitimacy of the moratorium for "deserving" individuals. Some participants expressed that they understood that their landlord had no other choice but to file an eviction, and yet at the same time they upheld the moratorium as a legitimate policy for hardworking people who had simply fallen on hard times. The fact that some participants felt the need to defend the policy or express sympathy with the landlord's situation suggests that participants felt that the moratorium was going against the grain of what is considered normal or proper, and by that virtue this suggests that they had internalized norms and values that would render the moratorium improper. This can be read as an instance of ideological power, where participants expect and would see as natural their eviction even during a pandemic and so they need to reconcile their desire for protection with their instinct that there is something wrong in their being protected (Chisholm et al., 2020). This ideological power stems both from learned experience and observation that landlords are powerful actors whose interests come before tenants' in society, and at a more fundamental level from dominant national ideologies that embrace a neoliberal moral economy based on principles of individual responsibility and "free" and "fair" competition (Amable, 2011).

A moral economy "refers to the idea that economic processes and transactions are embedded in shared moral dispositions, assumptions, beliefs, values, and norms" (Kissane, 2012: 190). There is evidence that a neoliberal moral economy is deeply embedded in contemporary

American politics and culture and cuts across partisan lines as a framework that Americans use to evaluate the legitimacy of social and economic policies (Vila-Henninger, 2018). The widespread acceptance of a neoliberal moral economy might also help contextualize the defensive othering that participants engaged in, whereby they legitimated their use of the moratoria by distinguishing themselves from other “underserving” tenants who used the policies to unfairly take advantage of their landlords. Defensive othering refers to members of a subordinate group attempting to position themselves closer to the dominant group by distancing themselves from stereotypes and negative attributes associated with their own group (Pyke, 2010). The practice of defensive othering would be in line with neoliberalism’s disdain for collective action. In the neoliberal form of capitalism, collective action is discouraged and seen as illegitimate to the extent that it promotes the redistribution of resources in such a way that would distort competition; this is because a reverence for “fair” competition in the market and the internalization of individual responsibility and self-reliance are foundational to its ideology (Amable, 2011). This is a relevant dynamic to keep in mind when considering the feasibility of tenant organizing as a means of mitigating landlord power.

Steven Lukes’ framework proves useful in conceptualizing and organizing the forms of power identified in this study (Chisholm et al., 2020). According to Lukes’ model, power can be understood as having three dimensions: decision-making power, agenda-setting power, and ideological power. Decision-making power entails visible conflict between tenant and landlord, where the landlord usually prevails. Agenda-setting power refers to instances where the tenant is aware that their rights are being violated by the landlord, but they do not bring their grievances to the landlord. Ideological power is where tenants do not even perceive their grievances as grievances because they have become socialized to their circumstances being the norm. The

primary strength of this model as applied to landlord-tenant relations is that it elucidates the hidden dimensions along which power operates, which are only discernible if we question why tenants do not object to circumstances that from their vantage point should be objectionable (Chisholm et al., 2020).

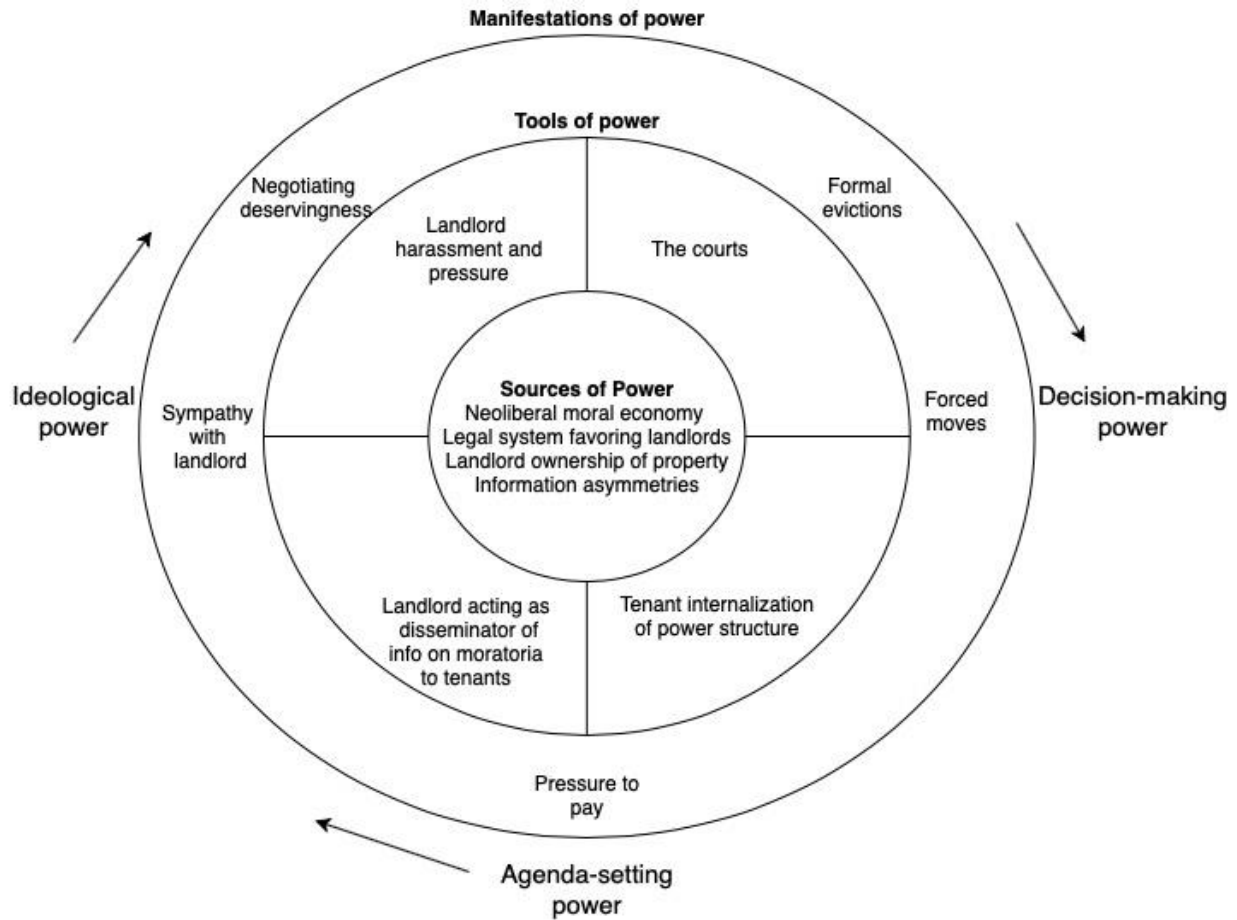
In this study, we see decision-making power clearly when participants face their landlord in court and lose. We also see it at play in instances where tenants defended their right to stay under the moratorium despite landlords' threats, but experienced stress that eroded their confidence in their ability to securely stay in their apartment. In some cases, this led to a forced move or the prioritization of rent when participants should have had legal flexibility to prioritize other expenses. The second dimension of power – agenda-setting power – was the most apparent in this study. Many participants did not reference explicitly citing the moratorium in conversations with their landlord, even when their landlord was harassing them or gave them an eviction notice. Even when aware of the moratoria policies, participants' feelings of powerlessness relative to their landlord, compounded by uncertainty and lack of clarity about what rights and protections they had, meant that few participants directly challenged their landlords. Some even moved rather than face a court battle or harassment. Another relevant thread running through this second dimension was the steady pressure of accumulating back rent that left participants unenthusiastic about a policy they felt was at best delaying their eviction. These participants may therefore have seen little utility in defending their rights.

The final dimension – ideological power – was discernible in participants' sympathy with their landlords and their defense of the legitimacy of the moratorium. The relevant counterfactual to participants being sympathetic with landlords who are violating laws protecting their tenancy would be participants defending their rights under the moratorium. According to Lukes' model,

participants would have defended their rights if it were not for the power of the landlord to find a way to evict them anyway and for the internalization and naturalization of landlords' interests superseding tenants' basic need for shelter.

When examined within the framework of these three dimensions, the forms of power identified in this study can be understood through the conceptual model presented in Figure 1. In Figure 1, the three dimensions of power are composed of the sources, tools and manifestations of power. The center of the circular figure outlines the sources of power; the next ring in the circle defines the tools through which power is exercised; and the most outer ring describes how the impacts of power manifest in landlord-tenant relationships. Crucially, the figure emphasizes that the three dimensions are not discrete and separate, but rather intertwined and reinforcing. For example, although we would describe a tenant losing to a landlord in court as an instance of decision-making power, ideological power is also operating to the extent that the rules of the game are seen as fair and right. Another illustration of this co-constitutive relationship would be a tenant who does not defend their rights under the moratorium when their landlord harasses them for rent because either they themselves or people they know challenged their landlord in the past and lost. In this example, decision-making power laid the groundwork for agenda-setting power. Furthermore, a forced move may be the consequence of a tenant's lack of faith in the legal system (agenda-setting power), but also of the tenant feeling that it is not right for them to stay without paying rent (ideological power).

Figure 1. Landlord power in the context of the COVID-19 eviction moratoria



Although the key finding of this study is that landlord power undermined the efficacy of the eviction moratorium, we should not overlook the fact that the moratorium did in fact prevent many evictions. This is evident even in the relatively small sample size of this study, where only 5 of 60 tenants who were at-risk of eviction over the course of months were officially evicted and forced to leave the premises. Although it was not common, some participants did share that their landlord explicitly told them they would not be evicted because of the moratorium, and a significant number of others presumed the reason their landlord had not yet officially forced

them out was the moratorium. Furthermore, the emerging literature documents the success of the eviction moratoria in preventing evictions (Hepburn et al., 2022) and COVID-19 infections (Leifheit, Linton, & Raifman et al., 2021; Sandoval-Olascoaga et al., 2021). Nonetheless, this study demonstrates that the moratoria had critical shortcomings that are reflective of broader problems in landlord-tenant law and the legal system. As such, there are several policy implications that can be drawn from this experience.

A right to counsel in housing court would be one clear remedy to address the problem of an uneven playing field in a legal system that is overall biased towards landlords. A review of the impact of legal representation in housing court found that on the whole, most studies reported litigants with legal representation having better outcomes than those without (Pope & Rachlinski, 2016). Although landlord-tenant laws vary widely by state, eviction processes in most states are designed to be too fast to allow tenants sufficient time to put together a defense and too cheap to dissuade landlords from using serial filing as a means of rent collection (Abdelhadi & Ahmed, 2021). Civil rights advocates have called for a “civil *Gideon*” that would provide a right to counsel in civil cases in much the same way *Gideon v. Wainwright* established the right to counsel in felony criminal proceedings; however, currently only a patchwork of laws at the state and local level exist (Petersen, 2020). Only six states require eviction summonses to include information on how to access eviction-related legal services, and as many as 30-50% of all eviction cases resolved in a given year are comprised of default judgments in the landlord’s favor because a tenant did not attend the court hearing (Abdelhadi & Ahmed, 2021). Creating a robust right to counsel that requires eviction notices to state that a tenant has a right to free representation and ensuring access to that representation is crucial to the successful implementation of an eviction moratorium as well as to protecting renters’ rights in the

courtroom more generally (Petersen, 2020). Although in an ideal world we would have a federal constitutional guarantee to right to counsel, states and municipalities should continue exploring the possibility of creating their own policies guaranteeing representation in the meantime. Thus far, the following cities have enacted right to counsel measures: New York City, San Francisco, Newark, Cleveland, Philadelphia, Boulder and Baltimore (Park & Pollock, 2021).

Another important policy lesson is that landlord harassment and pressure can undermine the effectiveness of an eviction moratorium by creating pressure to pay or pushing tenants out in a forced move. The federal CDC eviction moratorium only stayed the execution of eviction judgments, but states with more comprehensive moratoria policies included provisions that stopped the eviction process as early as the initial stage of giving tenants an eviction notice. The less landlords are able to move the eviction process forward, the less opportunity they have to pressure tenants. This was borne out by research that found more robust moratoria policies had a greater protective effect on mental health than less robust policies (Leifheit, Pollack, & Raifman et al., 2021). Of course, this would still leave open the possibility that landlords could harass tenants through constant calls or reminders, or through illegal means such as legally invalid notices. Nonetheless, minimizing the lengths landlords could take to start pushing their tenants out through the eviction process would certainly prevent some forced moves. Another key weakness in the federal moratorium and some state moratoria policies is that landlords were still allowed to file for eviction, even if the judgment could not be executed. In most states, once an eviction is filed it immediately becomes public record and can impede a renter's ability to get an apartment or loan in the future, even if the renter is not ultimately evicted (Ahmed et al., 2021). And just as landlord harassment can lead a renter to decide to move out, so can the filing of an eviction.

These policy implications and broader findings should be read while keeping this study's limitations in mind. Although participants were able to provide valuable and rich descriptions of their interactions with landlords, we do not have the landlord's perspective. This limits our ability to speak to what landlords' motivations and reasonings were in their dealings with tenants throughout the pandemic, which therefore limits our understanding of the landlord-tenant power dynamic. Additionally, our data are based on the recollections of participants, which means we do not always have the necessary information about a case to know whether or not a landlord's action was technically illegal. Lastly, we did not ask participants about their immigration status. Although not asking has the benefits of allowing participants to feel secure and maintaining rapport with the interviewer, the downside is that we lose out exploring what is likely an important dimension in landlord-tenant power dynamics.

5. Conclusion

The eviction moratorium was emblematic of an incredible moment in American history where a devastating pandemic catalyzed the adoption of social programs and policies that would otherwise be unimaginable within the United States' current sociopolitical context. In addition to a temporary ban on evictions, the COVID-19 pandemic spurred the enactment of a number of other temporary enhancements to the social safety net, including, but not limited to, an increase in unemployment benefits (Cummings, 2020), the authorization of federal paid sick leave and family and medical leave (Center for Law and Social Policy, 2020), an increase in SNAP benefits (U.S. Department of Agriculture, 2021), and an increase in rental assistance funds (U. S. Government Accountability Office, 2022). As these COVID-19 era policies sunset, the question

arises of whether the prudence and appropriateness of these enhancements extends beyond the context of the pandemic. Although this study identifies ways that landlord power eroded the protections of the eviction moratorium, these manifestations of power are not specific to the moratoria policies, but instead are representative of landlord-tenant relationships in the United States more generally. In non-pandemic times, landlord power operates in a very similar manner to undermine secure occupancy among renters (Hulse & Mulligan, 2014). Although the COVID-19 pandemic put many American households into precarious financial positions, there were already millions of rent-burdened tenants in the United States whose housing stability was one crisis away from being overturned (Joint Center for Housing Studies, 2021). The COVID-19 pandemic was one socioeconomic crisis among many in the United States, and the housing and economic precarity these crises produce still needs to be addressed. Millions of tenants will continue to experience eviction risk and housing instability and reforming the legal system around landlord-tenant law must be part of the solution.

References

- Abdelhadi, S., & Ahmed, R. (2021). *Fast & Cheap: The Speed and Cost of Evicting Tenants for Nonpayment of Rent*. Legal Services Corporation. <https://lsc-live.app.box.com/s/mwq50tpyipqipkm2sbawilghr99fydrb>
- Ahmed, R., Youngren, M., Bernstein, D., Abdelhadi, S., Gran, S., & Slosar, M. (2021). *On the Brink of Eviction—Trends in Filings Under State and Federal Moratoria*. Legal Services Corporation. <https://lsc-live.app.box.com/v/on-the-brink-of-eviction>
- Amable, B. (2011). Morals and politics in the ideology of neo-liberalism. *Socio-Economic Review*, 9(1), 3–30. <https://doi.org/10.1093/ser/mwq015>
- Aurand, A., Emmanuel, D., Threet, D., Rafi, I., & Yentel, D. (2021). *The Gap: A Shortage of Affordable Homes*. National Low Income Housing Coalition. https://reports.nlihc.org/sites/default/files/gap/Gap-Report_2021.pdf
- Benfer, E. A., Alexander, A. K., Durana, A., Koehler, R., & Desmond, M. (2020). *COVID-19 Housing Policy Scorecard*. Princeton University. <https://evictionlab.org/covid-policy-scorecard/>
- Benfer, E. A., Vlahov, D., Long, M. Y., Walker-Wells, E., Pottenger, J. L., Gonsalves, G., & Keene, D. E. (2021). Eviction, Health Inequity, and the Spread of COVID-19: Housing Policy as a Primary Pandemic Mitigation Strategy. *Journal of Urban Health*, 98(1), 1–12. <https://doi.org/10.1007/s11524-020-00502-1>
- Byrne, M., & McArdle, R. (2022). Secure occupancy, power and the landlord-tenant relation: A qualitative exploration of the Irish private rental sector. *Housing Studies*, 37(1), 124–142. <https://doi.org/10.1080/02673037.2020.1803801>

- Centers for Disease Control and Prevention. (2020). Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19. Washington, DC: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention
- Chisholm, E., Howden-Chapman, P., & Fougere, G. (2020). Tenants' Responses to Substandard Housing: Hidden and Invisible Power and the Failure of Rental Housing Regulation. *Housing, Theory and Society*, 37(2), 139–161. <https://doi.org/10.1080/14036096.2018.1538019>
- The Center for Law and Social Policy. (2020, May 6). *Paid Sick Days and Paid Leave Provisions in FFCRA and CARES Act*. CLASP. <https://www.clasp.org/publications/fact-sheet/paid-sick-days-and-paid-leave-provisions-ffcra-and-cares-act/>
- Cummings, M. (2020, July 27). *Yale study finds expanded jobless benefits did not reduce employment*. YaleNews. <https://news.yale.edu/2020/07/27/yale-study-finds-expanded-jobless-benefits-did-not-reduce-employment>
- Dalsania, A. K., Fastiggi, M. J., Kahlam, A., Shah, R., Patel, K., Shiau, S., Rokicki, S., & DallaPiazza, M. (2022). The Relationship Between Social Determinants of Health and Racial Disparities in COVID-19 Mortality. *Journal of Racial and Ethnic Health Disparities*, 9(1), 288–295. <https://doi.org/10.1007/s40615-020-00952-y>
- Desmond, M. (2012). Eviction and the Reproduction of Urban Poverty. *American Journal of Sociology*, 118(1), 88–133. <https://doi.org/10.1086/666082>
- Desmond, M. (2016). *Evicted Poverty and Profit in the American City*. New York: Crown Publishing Group.
- Desmond, M., & Kimbro, R. T. (2015). Eviction's Fallout: Housing, Hardship, and Health. *Social Forces*, 94(1), 295–324. <http://muse.jhu.edu/article/589051>

- Desmond, M., & Shollenberger, T. (2015). Forced Displacement From Rental Housing: Prevalence and Neighborhood Consequences. *Demography*, 52(5), 1751–1772.
<https://doi.org/10.1007/s13524-015-0419-9>
- Driessen, G. A., Perl, L., & McCarty, M. (2021). *Pandemic Relief: The Emergency Rental Assistance Program*. Congressional Research Service.
<https://crsreports.congress.gov/product/pdf/R/R46688>
- Falk, G., Nicchitta, I. A., Romero, P. D., & Nyhof, E. C. (2021). *Unemployment Rates During the COVID-19 Pandemic*. Congressional Research Service. <https://sgp.fas.org/crs/misc/R46554.pdf>
- Fowler, K. A., Gladden, R. M., Vagi, K. J., Barnes, J., & Frazier, L. (2015). Increase in Suicides Associated With Home Eviction and Foreclosure During the US Housing Crisis: Findings From 16 National Violent Death Reporting System States, 2005–2010. *American Journal of Public Health*, 105(2), 311–316. <https://doi.org/10.2105/AJPH.2014.301945>
- Garboden, P. M., & Rosen, E. (2019). Serial Filing: How Landlords use the Threat of Eviction. *City & Community*, 18(2), 638–661. <https://doi.org/10.1111/cico.12387>
- Gomory, H. (2021). The Social and Institutional Contexts Underlying Landlords’ Eviction Practices. *Social Forces*, soab063. <https://doi.org/10.1093/sf/soab063>
- Greif, M. (2018). Regulating Landlords: Unintended Consequences for Poor Tenants. *City & Community*, 17(3), 658–674. <https://doi.org/10.1111/cico.12321>
- Grineski, S. E., & Hernández, A. A. (2010). Landlords, fear, and children’s respiratory health: An untold story of environmental injustice in the central city. *Local Environment*, 15(3), 199–216.
<https://doi.org/10.1080/13549830903575562>
- Groves, A. K., Niccolai, L. M., Keene, D. E., Rosenberg, A., Schlesinger, P., & Blankenship, K. M. (2021). Housing Instability and HIV Risk: Expanding our Understanding of the Impact of

Eviction and Other Landlord-Related Forced Moves. *AIDS and Behavior*, 25(6), 1913–1922.

<https://doi.org/10.1007/s10461-020-03121-8>

Hepburn, P., Louis, R., Fish, J., Lemmerman, E., Alexander, A. K., Thomas, T. A., Koehler, R.,

Benfer, E., & Desmond, M. (2021). U.S. Eviction Filing Patterns in 2020. *Socius: Sociological*

Research for a Dynamic World, 7, 1–18. <http://dx.doi.org/10.1177/23780231211009983>

Hepburn, P., Jin, O., Fish, J., Lemmerman, E., Alexander, A. K., & Desmond, M. (2022, March 8).

Preliminary Analysis: Eviction Filing Patterns in 2021. Eviction Lab. <https://evictionlab.org/us->

[eviction-filing-patterns-2021/](https://evictionlab.org/us-eviction-filing-patterns-2021/)

Hess, C., Colburn, G., Crowder, K., & Allen, R. (2020). Racial disparity in exposure to housing cost

burden in the United States: 1980–2017. *Housing Studies*, 0(0), 1–21.

<https://doi.org/10.1080/02673037.2020.1807473>

Himmelstein, G., & Desmond, M. (2021). Association of Eviction With Adverse Birth Outcomes

Among Women in Georgia, 2000 to 2016. *JAMA Pediatrics*, 175(5), 494–500.

<https://doi.org/10.1001/jamapediatrics.2020.6550>

Hoke, M. K., & Boen, C. E. (2021). The health impacts of eviction: Evidence from the national

longitudinal study of adolescent to adult health. *Social Science & Medicine*, 273, 113742.

<https://doi.org/10.1016/j.socscimed.2021.113742>

Hulse, K., & Milligan, V. (2014). Secure Occupancy: A New Framework for Analysing Security in

Rental Housing. *Housing Studies*, 29(5), 638–656.

<https://doi.org/10.1080/02673037.2013.873116>

Ingraham, N. E., Purcell, L. N., Karam, B. S., Dudley, R. A., Usher, M. G., Warlick, C. A., Allen, M.

L., Melton, G. B., Charles, A., & Tignanelli, C. J. (2021). Racial and Ethnic Disparities in

Hospital Admissions from COVID-19: Determining the Impact of Neighborhood Deprivation

and Primary Language. *Journal of General Internal Medicine*, 36(11), 3462–3470.

<https://doi.org/10.1007/s11606-021-06790-w>

Jin, O., Lemmerman, E., Hepburn, P., & Desmond, M. (2021). Neighborhoods with the Highest Eviction Filing Rates Have the Lowest Levels of COVID-19 Vaccination. *Socius*, 7, 23780231211040884. <https://doi.org/10.1177/23780231211040885>

Joint Center for Housing Studies. (2021). *The State of the Nation's Housing 2020* (p. 44). Joint Center for Housing Studies of Harvard University. <https://www.jchs.harvard.edu/state-nations-housing-2021>

Leifheit, K. M., Linton, S. L., Raifman, J., Schwartz, G. L., Benfer, E. A., Zimmerman, F. J., & Pollack, C. E. (2021). Expiring Eviction Moratoriums and COVID-19 Incidence and Mortality. *American Journal of Epidemiology*, 190(12), 2503–2510. <https://doi.org/10.1093/aje/kwab196>

Leifheit, K. M., Pollack, C. E., Raifman, J., Schwartz, G. L., Koehler, R. D., Rodriguez Bronico, J. V., Benfer, E. A., Zimmerman, F. J., & Linton, S. L. (2021). Variation in State-Level Eviction Moratorium Protections and Mental Health Among US Adults During the COVID-19 Pandemic. *JAMA Network Open*, 4(12), e2139585. <https://doi.org/10.1001/jamanetworkopen.2021.39585>

Lens, M. C., Nelson, K., Gromis, A., & Kuai, Y. (2020). The Neighborhood Context of Eviction in Southern California. *City & Community*, 19(4), 912–932. <https://doi.org/10.1111/cico.12487>

Leung, L., Hepburn, P., & Desmond, M. (2021). Serial Eviction Filing: Civil Courts, Property Management, and the Threat of Displacement. *Social Forces*, 100(1), 316–344. <https://doi.org/10.1093/sf/soaa089>

Mackey, K., Ayers, C. K., Kondo, K. K., Saha, S., Advani, S. M., Young, S., Spencer, H., Rusek, M., Anderson, J., Veazie, S., Smith, M., & Kansagara, D. (2021). Racial and Ethnic Disparities in

- COVID-19–Related Infections, Hospitalizations, and Deaths. *Annals of Internal Medicine*, 174(3), 362–373. <https://doi.org/10.7326/M20-6306>
- Martinez, S. (2020). Revitalizing the Implied Warranty of Habitability. *Notre Dame Journal of Law, Ethics & Public Policy*, 34(1), 239–280.
<https://heinonline.org/HOL/P?h=hein.journals/ndlep34&i=247>
- McCarty, M., & Perl, L. (2021). *Federal Eviction Moratoriums in Response to the COVID-19 Pandemic* (p. 3). <https://crsreports.congress.gov/product/pdf/IN/IN11516>
- McConnell, E. D. (2013). Who has Housing Affordability Problems? Disparities in Housing Cost Burden by Race, Nativity, and Legal Status in Los Angeles. *Race and Social Problems*, 5(3), 173–190. <https://doi.org/10.1007/s12552-013-9086-x>
- Park, S., & Pollock, J. (2021, January 12). Tenants’ Right to Counsel is Critical to Fight Mass Evictions and Advance Race Equity During the Pandemic and Beyond | News & Commentary. *American Civil Liberties Union*. <https://www.aclu.org/news/racial-justice/tenants-right-to-counsel-is-critical-to-fight-mass-evictions-and-advance-race-equity-during-the-pandemic-and-beyond>
- Petersen, E. (2020). Building a House for Gideon: The Right to Counsel in Evictions. *Stanford Journal of Civil Rights & Civil Liberties*, 16, 63.
<https://heinonline.org/HOL/Page?handle=hein.journals/stjrcr116&id=71&div=5&collection=journals>
- Poppe, E. S. T., & Rachlinski, J. J. (2015). Do Lawyers Matter? The Effect of Legal Representation in Civil Disputes. *Pepperdine Law Review*, 43(4), 881–944.
<https://heinonline.org/HOL/P?h=hein.journals/pepplr43&i=887>

- Pyke, K. D. (2010). What is Internalized Racial Oppression and Why Don't We Study it? Acknowledging Racism's Hidden Injuries. *Sociological Perspectives*, 53(4), 551–572. <https://doi.org/10.1525/sop.2010.53.4.551>
- Racial Disparities Among Extremely Low-Income Renters*. (2019, April 15). National Low Income Housing Coalition. <https://nlihc.org/resource/racial-disparities-among-extremely-low-income-renters>
- Renelus, B. D., Khoury, N. C., Chandrasekaran, K., Bekele, E., Briggs, W. M., Ivanov, A., Mohanty, S. R., & Jamorabo, D. S. (2021). Racial Disparities in COVID-19 Hospitalization and In-hospital Mortality at the Height of the New York City Pandemic. *Journal of Racial and Ethnic Health Disparities*, 8(5), 1161–1167. <https://doi.org/10.1007/s40615-020-00872-x>
- Rojas, Y., & Stenberg, S.-Å. (2016). Evictions and suicide: A follow-up study of almost 22 000 Swedish households in the wake of the global financial crisis. *J Epidemiol Community Health*, 70(4), 409–413. <https://doi.org/10.1136/jech-2015-206419>
- Rothstein, R. (2017). *The color of law A forgotten history of how our government segregated america* (First). Liveright Publishing Corporation.
- Sandoval-Olascoaga, S., Venkataramani, A. S., & Arcaya, M. C. (2021). Eviction Moratoria Expiration and COVID-19 Infection Risk Across Strata of Health and Socioeconomic Status in the United States. *JAMA Network Open*, 4(8), e2129041. <https://doi.org/10.1001/jamanetworkopen.2021.29041>
- Schwartz, G. L., Feldman, J. M., Wang, S. S., & Glied, S. A. (2022). Eviction, Healthcare Utilization, and Disenrollment Among New York City Medicaid Patients. *American Journal of Preventive Medicine*, 62(2), 157–164. <https://doi.org/10.1016/j.amepre.2021.07.018>

- Schwartz, G. L., Leifheit, K. M., Chen, J. T., Arcaya, M. C., & Berkman, L. F. (2022). Childhood eviction and cognitive development: Developmental timing-specific associations in an urban birth cohort. *Social Science & Medicine*, 292, 114544. <https://doi.org/10.1016/j.socscimed.2021.114544>
- Shiels, M. S., Haque, A. T., Haozous, E. A., Albert, P. S., Almeida, J. S., García-Closas, M., Nápoles, A. M., Pérez-Stable, E. J., Freedman, N. D., & Berrington de González, A. (2021). Racial and Ethnic Disparities in Excess Deaths During the COVID-19 Pandemic, March to December 2020. *Annals of Internal Medicine*, 174(12), 1693–1699. <https://doi.org/10.7326/M21-2134>
- Super, D. A. (2011). The Rise and Fall of the Implied Warranty of Habitability. *California Law Review*, 99(2), 389–463. <http://www.jstor.org/stable/23018608>
- Tsai, J., Huang, M., Blosnich, J. R., & Elbogen, E. B. (n.d.). Evictions and tenant-landlord relationships during the 2020–2021 eviction moratorium in the US. *American Journal of Community Psychology*, n/a(n/a). <https://doi.org/10.1002/ajcp.12581>
- Tsai, J., Jones, N., Szymkowiak, D., & Rosenheck, R. A. (2021). Longitudinal study of the housing and mental health outcomes of tenants appearing in eviction court. *Social Psychiatry and Psychiatric Epidemiology*, 56(9), 1679–1686. <https://doi.org/10.1007/s00127-020-01953-2>
- U.S. Department of Agriculture. (2021, October 8). *SNAP Benefits: The COVID-19 Pandemic and Beyond*. USDA: Food and Nutrition Service. <https://www.fns.usda.gov/snap/benefit-changes-2021>
- U. S. Government Accountability Office. (2022, February 15). *During COVID-19, Access to Federal Emergency Rental Assistance Increased, but Some Challenges and Risks Remain Unaddressed* [GAO: U.S. Government Accountability Office]. <https://www.gao.gov/blog/during-covid-19->

[access-federal-emergency-rental-assistance-increased-some-challenges-and-risks-remain-unaddressed](#)

Vásquez-Vera, H., Palència, L., Magna, I., Mena, C., Neira, J., & Borrell, C. (2017). The threat of home eviction and its effects on health through the equity lens: A systematic review. *Social Science & Medicine*, 175, 199–208. <https://doi.org/10.1016/j.socscimed.2017.01.010>

Vila-Henninger, L. (2019). The Moral Economy of Neoliberalism: How Voters Use Neoliberal Ideology to (De)Legitimate Undocumented Worker Access to Labor Markets. *Sociological Inquiry*, 89(2), 239–262. <https://doi.org/10.1111/soin.12260>

Wang, H., Paulson, K. R., Pease, S. A., Watson, S., Comfort, H., Zheng, P., Aravkin, A. Y., Bisignano, C., Barber, R. M., Alam, T., Fuller, J. E., May, E. A., Jones, D. P., Frisch, M. E., Abbafati, C., Adolph, C., Allorant, A., Amlag, J. O., Bang-Jensen, B., ... Murray, C. J. L. (2022). Estimating excess mortality due to the COVID-19 pandemic: A systematic analysis of COVID-19-related mortality, 2020–21. *The Lancet*, 0(0). [https://doi.org/10.1016/S0140-6736\(21\)02796-3](https://doi.org/10.1016/S0140-6736(21)02796-3)