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CARES Act Eviction Notice Requirements: Background and Recent Developments

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CARES Act Eviction Notice Requirements: Background and Recent Developments

The COVID-19 pandemic disrupted business operations nationwide, leading to dramatic job losses that threatened the ability of many to meet their financial obligations, including housing rental payments. It brought attention to the risks posed by potential increased evictions and tenant displacement, which could further the spread of the virus and cause economic hardship for tenants and landlords. In response to these concerns, Congress and the President enacted several laws providing significant amounts of supplemental funding to help tenants pay their rent and remain stably housed. The laws also included arguably unprecedented new federal policies designed to prevent landlords from pursuing eviction. Most of the funding and policies enacted were temporary, designed to address the immediate impacts of the pandemic. One eviction-related provision—a thirty-day notice to vacate requirement enacted as Section 4024(c) of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Pub. L. No. 116-136, § 4024(c), 134 Stat. 281, 492 (2020))—remains in effect, although its scope and future remain subject to debate.

In response to legal challenges to Section 4024(c)'s notice to vacate requirements, courts have reached some inconsistent holdings, but most have held that:

- the CARES Act notice to vacate requirement is not time-limited and, thus, is still in effect (*see, e.g.*, *Arvada Village Gardens LP v. Garate*, 529 P.3d 105, 108 (Colo. 2023); *D.H. v. Common Wealth Apartments*, 231 N.E.3d 284, 288 (Ind. Ct. App. 2024); *Olentangy Commons Owner LLC v. Fawley*, 228 N.E.3d 621, 633 (Ohio Ct. of App. 2023); *Sherwood Auburn LLC v. Pinzon*, 521 P.3d 212, 216 (Wash. Ct. App. 2022); *but see* *MIMG CLXXII Retreat on 6th, LLC v. Miller*, 16 N.W.3d 489 (Iowa 2025));
- the CARES Act notice to vacate requirement is only applicable to the nonpayment of rent, rather than other grounds for eviction (*see, e.g.*, *West Haven Hous. Auth. v. Armstrong*, 2021 WL 2775095, at *3 (Conn. Super. Ct. Mar. 16, 2021); *King County Hous. Auth. v. Knight*, 563 P.3d 1058, 1063 (Wash. 2025); *but see* *Pendleton Place, LLC v. Asentista*, 541 P.3d 397, 402 (Wash. App. 2024), *abrogated by* *King County Hous. Auth. v. Knight*, 563 P.3d 1058, 1063 (Wash. 2025)); and
- landlords must wait until after the thirty-day notice to vacate period passes before filing a judicial proceeding for eviction (*see, e.g.*, *Sherwood Auburn LLC*, 521 P.3d at 217–18; *Olentangy Commons Owner LLC*, 228 N.E.3d at 632; *but see* *Woodrock River Walk v. Rice*, 906 S.E.2d 682, 685–87 (Va. Ct. of App. 2024)).

The Biden Administration took a number of administrative actions intended to enforce the CARES Act notice to vacate requirement (*see, e.g.*, *Extension of Time and Required Disclosures for Notification of Nonpayment of Rent*, 86 Fed. Reg. 55693 (Oct. 7, 2021) and *30-Day Notification Requirement Prior To Termination of Lease for Nonpayment of Rent*, 89 Fed. Reg. 101270, 101270 (Dec. 13, 2024)). The Trump Administration has since taken steps to undo many of those actions (*see, e.g.*, *Revocation of the 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent; Indefinite Delay of Effective Date*, 91 Fed. Reg. 12301 (Mar. 13, 2026)).

Although Congress passed the CARES Act's notice to vacate requirement a number of years ago, there is some remaining ambiguity about the requirement's applicability and uncertainty about the degree to which it has been enforced. Further, it remains controversial, with some low-income tenant advocates arguing for its retention and enhanced enforcement, while some housing industry groups have called for its repeal. Legislation to repeal the requirement has been introduced in several Congresses, including the Respect State Housing Laws Act, H.R. 1078, 119th Cong. (2026), which the House Financial Services Committee reported favorably on February 25, 2026.

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The COVID-19 pandemic disrupted business operations nationwide, leading to dramatic job losses that threatened the ability of many to meet their financial obligations, including housing rental payments.¹ It brought significant attention to the risks posed by potential increased evictions and tenant displacement, which could further the spread of the virus and cause economic hardship for tenants and landlords. In response to these concerns, Congress and the President enacted several laws providing significant amounts of supplemental funding to help tenants pay their rent and remain stably housed. These laws also contained arguably unprecedented new federal policies designed to prevent landlords from pursuing eviction.

Most of the funding and policies enacted were temporary, designed to address the immediate impacts of the pandemic. One eviction-related provision—a thirty-day notice to vacate requirement enacted as Section 4024(c) of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act)—remains in effect, although its scope and future remain subject to debate.² Judicial rulings have served to narrow the scope of the provision in some areas,³ and Biden-era administrative actions intended to enforce the provision have been revised by the Trump Administration.⁴ Some low-income tenant advocates have argued for the provision’s retention and enhanced enforcement,⁵ while certain housing industry groups have called for its repeal.⁶ Repeal legislation has been introduced in several Congresses, including the 119th Congress.⁷

This report provides a review of key concepts in the eviction process, an overview of the CARES Act thirty-day notice to vacate requirement, a brief review of litigation involving its interpretation and issues with its use as a defense to eviction, a summary of recent administrative actions related to its enforcement by federal agencies, and information about related legislation.

Eviction Process: General Overview and Key Concepts

Renters and landlords generally enter into contracts, usually referred to as *leases*, that spell out the terms and conditions of tenancy, such as the monthly rent level, conditions for use of the property, and the maintenance duties of the landlord. These terms and conditions are primarily regulated by state and local law and vary across jurisdictions and circumstances.⁸

Eviction is the legal process landlords use to compel the removal of a tenant from a property, using law enforcement resources if necessary, when the tenant has violated the terms of the lease.⁹

¹ CRS Insight IN11253, *Domestic Public Health Response to COVID-19: Current Status*, by Kavya Sekar and Ada S. Cornell (2020).

² Pub. L. No. 116-136, § 4024(c), 134 Stat. 281, 492 (2020).

³ See, e.g., MIMG CLXXII Retreat on 6th, LLC v. Miller, 16 N.W.3d 489 (Iowa 2025); West Haven Hous. Auth. v. Armstrong, 2021 WL 2775095 (Conn. Super. Ct. Mar. 16, 2021).

⁴ See *infra* “Administrative Actions” section.

⁵ See, e.g., Nat’l Low Income Hous. Project, “NLIHC Submits Comments Opposing Repeal of 30-Day Termination Notice Requirement for Nonpayment of Rent” (May 4, 2026), <https://nlihc.org/resource/nlihc-submits-comments-opposing-repeal-30-day-termination-notice-requirement-nonpayment>.

⁶ Nat’l Ass’n of Realtors, “Fannie and Freddie Will No Longer Enforce CARES Act 30-Day Notice” (last visited May 20, 2026), <https://www.nar.realtor/washington-report/fannie-and-freddie-will-no-longer-enforce-cares-act-30-day-notice>.

⁷ See, e.g., Respect State Housing Laws Act, H.R. 1078, 119th Cong. (2026).

⁸ Geoff Walsh, *The Finger in the Dike: State and Local Laws Combat the Foreclosure Tide*, 44 SUFFOLK U. L. REV. 139 (2011).

⁹ *Eviction*, BLACK’S LAW DICTIONARY (12th ed. 2024).

Like lease terms, evictions are primarily governed by state and local laws.¹⁰ These laws can have varying requirements concerning the reasons for which a tenant can be evicted, the amount and form of notice that landlords must give tenants before initiating an eviction, and the cost to file an eviction case or appeal, among other requirements.¹¹ Common permissible grounds for eviction include nonpayment of rent, causing significant property damage, criminal or nuisance activity, or remaining on the property after the lease has expired.¹² Generally, landlords begin the formal eviction process by issuing a written document—a *notice to vacate* (sometimes referred to as a *notice to quit*)—that informs the tenant of how many days they have either to vacate the premises, or, in some cases, to resolve a lease violation. The minimum length of time for a notice to vacate generally varies from 3 days to 120 days,¹³ based on state law and the alleged lease violation.¹⁴ If the tenant does not cure the lease violation or move out during the notice period, then a landlord may file an eviction lawsuit with the local housing court.¹⁵ During the judicial hearing, tenants may raise defenses to the eviction, such as that the landlord failed to comply with applicable eviction procedures.¹⁶ If the landlord prevails, then the court will issue an order that the tenant is in unlawful possession of the property.¹⁷ To enforce this order, the landlord generally must then file it with local law enforcement.¹⁸ A local law enforcement officer will then provide the tenant with notice of when the tenant must vacate the property, after which the officer will escort the tenant from the property, and the landlord may take possession of the premises and any personal property left by the tenant.¹⁹

As discussed below, if the tenant or the property receives certain forms of federal assistance, additional federal requirements related to lease terms and eviction processes may apply as a condition of that assistance. Those federal requirements vary by administering agency and by program.

¹⁰ LEGAL SERVS. CORP., EFFECT OF STATE AND LOCAL LAWS ON EVICTION - LESSONS LEARNED AND FUTURE DIRECTIONS 6 (Mar. 2026), <https://lsc-live.app.box.com/s/ud8nxot4r72jknstfkwbuzqf55ktcfk8> [<https://perma.cc/KAU8-NJ27>].

¹¹ See *Eviction Laws Database*, LEGAL SERVS. CORP. (July 14, 2021), <https://lsc.gov/press-release/new-eviction-laws-database-reveals-striking-differences-eviction-processes-around-country> [<https://perma.cc/ZZ96-CMBG>]. The Legal Services Corporation (LSC), at the direction of Congress (H. REP. NO. 116-101 (2020)), compiled a database of state and some local eviction laws.

¹² See Ann O’Connell, *How Evictions Work: What Renters Need to Know*, NOLO (Apr. 9, 2024), <https://www.nolo.com/legal-encyclopedia/evictions-renters-tenants-rights-29824.html> [<https://perma.cc/MK35-WCFZ>]; Roberto Valenzuela, *Eviction Process*, IPROPERTY MGMT. (Oct. 7, 2025), <https://ipropertymanagement.com/laws/eviction-process> [<https://perma.cc/GGJ7-PFKJ>].

¹³ See Ann O’Connell, *State Laws on Termination for Nonpayment of Rent*, NOLO (Feb. 5, 2026), <https://www.nolo.com/legal-encyclopedia/state-laws-on-termination-for-nonpayment-of-rent.html> [<https://perma.cc/UN83-GK87>]. In some states and in some circumstances, no written notice is required. See Valenzuela, *supra* note 6.

¹⁴ See O’Connell, *State Laws on Termination for Nonpayment of Rent*, *supra* note 6; Valenzuela, *supra* note 6.

¹⁵ See O’Connell, *State Laws on Termination for Nonpayment of Rent*, *supra* note 6; Valenzuela, *supra* note 6.

¹⁶ See O’Connell, *State Laws on Termination for Nonpayment of Rent*, *supra* note 6; Valenzuela, *supra* note 6.

¹⁷ See O’Connell, *State Laws on Termination for Nonpayment of Rent*, *supra* note 6; Valenzuela, *supra* note 6.

¹⁸ See O’Connell, *State Laws on Termination for Nonpayment of Rent*, *supra* note 6; Valenzuela, *supra* note 6.

¹⁹ See O’Connell, *State Laws on Termination for Nonpayment of Rent*, *supra* note 6; Valenzuela, *supra* note 6.

Overview of the CARES Act Eviction Provisions

Congress passed the CARES Act in March 2020 to aid individuals and businesses harmed by the COVID-19 pandemic.²⁰ Section 4024 of the CARES Act provides several forms of eviction-related protections for tenants in certain rental properties with federal assistance or federally related financing.²¹ These protections supplemented temporary eviction moratoria and rent freezes implemented in states and cities by governors and local officials using emergency powers.²² While Section 4024's tenant protections were narrower in scope than those proposed by some lawmakers, called for by some tenant advocates, or enacted in some other countries, they represented a significant federal expansion into an area of law that traditionally has been governed by state and local law.²³

Section 4024(b): Temporary Eviction Moratorium

CARES Act Section 4024(b) temporarily prohibited landlords of certain “covered dwellings” from initiating eviction proceedings or “charg[ing] fees, penalties, or other charges” against a tenant for the nonpayment of rent.²⁴ These protections extended for 120 days from enactment and expired on July 24, 2020.²⁵ Section 4024(b) provides as follows:

Moratorium. During the 120-day period beginning on March 27, 2020, the lessor of a covered dwelling may not-

- (1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or
- (2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.

The “covered dwellings” subject to the Act's eviction protections are defined in Section 4024 as rental units in properties:

1. that participate in “federal housing assistance programs;”²⁶
2. are subject to a “federally backed mortgage loan;” or
3. are subject to a “federally backed multifamily mortgage loan.”²⁷

²⁰ CRS Insight IN11253, Domestic Public Health Response to COVID-19: Current Status, by Kavya Sekar and Ada S. Cornell (2020).

²¹ Pub. L. No. 116-136, § 4024(c), 134 Stat. 281, 492 (2020).

²² CRS Legal Sidebar LSB10434, COVID-19 Response: Constitutional Protections for Private Property, by Sean Stiff (2020).

²³ Workforce Emergency Response Act of 2020, H.R. 6379, 116th Cong. (2020); *Responding to Covid-19: Ensuring Housing Stability During a Crisis*, NAT'L LOW INCOME HOUS. COAL. (Jan. 15, 2021), <https://nlihc.org/coronavirus-and-housing-homelessness/responding-coronavirus> [<https://perma.cc/823K-57AD>]; Dep't for Levelling Up, Hous. and Communities and Ministry of Hous., Communities & Local Gov't (2018 to 2021), *COVID-19 And Renting: Guidance for Landlords, Tenants and Local Authorities*, UK.GOV (Feb. 28, 2022), <https://www.gov.uk/government/publications/covid-19-and-renting-guidance-for-landlords-tenants-and-local-authorities> [<https://perma.cc/CK6T-SQYZ>] (withdrawn as guidance on Mar. 25, 2022).

²⁴ 15 U.S.C. § 9058(b).

²⁵ Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19, 85 Fed. Reg. 55292, 55294 (Sept. 4, 2020).

²⁶ The law references the list of programs at 34 U.S.C. § 12491(a).

²⁷ 15 U.S.C. § 9058(a)(2); CRS Insight IN11320, *CARES Act Eviction Moratorium*, by Maggie McCarty and David H. Carpenter (2020).

The CARES Act defines “federal housing assistance programs” broadly to include all federal housing programs providing affordable housing, including rental assistance programs administered by the Department of Housing and Urban Development (HUD), such as the Section 8 Housing Choice Voucher and the Section 8 project-based rental assistance programs, and the U.S. Department of Agriculture’s (USDA) rural housing programs.²⁸

The Act defines a “federally backed mortgage loan” as a single-family (one to four units) residential mortgage owned or securitized by Fannie Mae or Freddie Mac, or insured, guaranteed, or otherwise assisted by the federal government.²⁹ The term includes mortgages insured by the HUD’s Federal Housing Administration and the USDA’s direct and guaranteed loans.³⁰ The Act defines a “federally backed *multifamily* mortgage loan” almost identically to “federally backed mortgage loan,” except that it applies to properties designed for five or more families.³¹ At the time of enactment, researchers estimated that the CARES Act eviction moratorium covered at least 28% and possibly as much as 46% of rental units in the nation.³²

The temporary eviction moratorium established by CARES Act Section 4024(b) predated a broader eviction moratorium implemented by the Centers for Disease Control and Prevention (CDC) in fall 2020 that applied to all renters that attested to meeting certain conditions.³³ That eviction moratorium expired on July 31, 2021.³⁴

Section 4024(c): Notice Requirement

CARES Act Section 4024(c) contains tenant notice requirements applicable to the same tenants of “covered dwelling” units that were subject to the eviction moratorium under Section 4024(b). Specifically, the law states that:

The lessor of a covered dwelling unit-

- (1) may not require the tenant to vacate the covered dwelling unit before the date that is thirty days after the date on which the lessor provides the tenant with a notice to vacate; and

²⁸ The Financial Services and General Government Appropriations Act, 2022, Pub. L. No. 117-103, div. E, tit. VI, § 601, 136 Stat. 239, 286, expanded the list of programs referenced in the CARES Act.

²⁹ 15 U.S.C. § 9058(a)(4).

³⁰ *Id.*

³¹ *Id.* § 9058(a)(5).

³² See, e.g., Laurie Goodman, Karan Kaul, & Michael Neal, *The CARES Act Eviction Moratorium Covers All Federally Financed Rentals—That’s One in Four US Rental Units*, URB. INST. (Apr. 2, 2020), <https://www.urban.org/urban-wire/cares-act-eviction-moratorium-covers-all-federally-financed-rentals-thats-one-four-us-rental-units>; Sarah Stein and Nisha Sutaria, *Housing Policy Impact: Federal Eviction Protection Coverage and the Need for Better Data*, Fed. Reserve Bank of Atlanta (June 16, 2020), <https://www.atlantafed.org/research-and-data/publications/partners-update/2020/covid-19-publications/200616-housing-policy-impact-federal-eviction-protection-coverage-and-the-need-for-better-data> [https://perma.cc/3EKT-8KLH].

³³ Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19, 85 Fed. Reg. 55292 (Sep. 4, 2020).

³⁴ CRS Legal Sidebar LSB10632, *Litigation of the CDC’s Eviction Moratorium*, by David H. Carpenter (2021). The CDC implemented the moratorium administratively pursuant to emergency public health authorities and extended it several times. *Id.* Numerous legal challenges to the CDC moratorium were filed, resulting in conflicting rulings by various federal courts. *Id.* Ultimately, the Biden Administration allowed the CDC’s eviction moratorium to expire on July 31, 2021, shortly after the U.S. Supreme Court ruled that its issuance likely exceeded the CDC’s statutory authority. *Id.* See also David Shepardson, *U.S. COVID-19 Eviction Ban Expires, Leaving Renters at Risk*, REUTERS (Aug. 1, 2021, at 18:02 ET), <https://www.reuters.com/world/us/us-covid-19-residential-eviction-ban-set-expire-midnight-2021-07-31/>; *Ala. Assn. of Realtors v. Dep’t of Health and Hum. Servs.*, 141 S. Ct. 2320 (2021) (mem.).

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).³⁵

This section of the law contains two requirements. First, it barred landlords of “covered dwelling” units from issuing a notice to vacate during the 120-day period from enactment of the CARES Act through the end of the Act’s eviction moratorium (July 24, 2020).

Second, it requires landlords of “covered dwelling” units to provide tenants at least thirty days’ notice before they can be forced to vacate the property.³⁶ In contrast to the eviction and late fee protections of Section 4024(b), which are expressly limited both to the 120-day time limit and to nonpayment, Section 4024(c) is neither expressly limited in time nor expressly tied to a particular termination cause.³⁷

Legal Interpretations

State courts across the country have grappled with the scope of Section 4024(c)’s tenant notice requirement protections. Most of this litigation has focused on whether

- the notice to vacate is permanent or was subject to the 120-day time limit delineated in Section 4024(b);
- the protections apply to all grounds for eviction or if Section 4024(c)(2)’s cross-reference to 4024(b) incorporates Section (b)’s limitation to the nonpayment of rent; and
- landlords may initiate a judicial eviction proceeding before the end of the thirty-day notice period or if they must wait until after the thirty-day notice period passes.

Courts have reached inconsistent rulings, but most courts that have addressed them appear to have held that

- the CARES Act notice to vacate requirement is not time-limited,³⁸
- the CARES Act notice to vacate requirement is only applicable to the nonpayment of rent, rather than other grounds for eviction;³⁹ and

³⁵ 15 U.S.C. § 9058(c).

³⁶ *Id.*

³⁷ *Id.* § 9058(b), (c).

³⁸ *See, e.g.,* Arvada Village Gardens LP v. Garate, 529 P.3d 105, 108 (Colo. 2023) (“But the Notice Provision includes no expiration date. We cannot insert an expiration date where Congress omitted one. . . . Rather, we must presume that Congress meant what it said—although the Moratorium Provision expired, the Notice Provision did not.” (citations omitted)); D.H. v. Common Wealth Apartments, 231 N.E.3d 284, 288 (Ind. Ct. App. 2024) (“We . . . hold that the notice provision did not expire with the temporary eviction moratorium.”); Olentangy Commons Owner LLC v. Fawley, 228 N.E.3d 621, 633 (Ohio Ct. of App. 2023) (“Unlike the moratorium provision, the notice provision does not include an expiration date. We cannot insert an expiration date in 15 U.S.C. 9058(c) when Congress omitted one from that subsection.”); Sherwood Auburn LLC v. Pinzon, 521 P.3d 212, 216 (Wash. Ct. App. 2022); *but see* MIMG CLXXII Retreat on 6th, LLC v. Miller, 16 N.W.3d 489 (Iowa 2025) (“We conclude that section 9058(c)(1) must be read in conjunction with neighboring provisions. So read, it applies only to tenants who defaulted as to rent during the 120-day COVID-19-related moratorium on evictions.”).

³⁹ *See, e.g.,* West Haven Hous. Auth. v. Armstrong, 2021 WL 2775095 (Conn. Super. Ct. Mar. 16, 2021) (“[T]he plain and unambiguous language supports that the 30-day notice requirement is applicable to nonpayment of rent cases only and not to cases such as this one brought for serious nuisance.”); King County Hous. Auth. v. Knight, 563 P.3d 1058, 1063 (Wash. 2025) (“[S]ubsection (c)(2)’s reference to subsection (b) indicates that Congress intended to limit the 30-day notice requirement, namely to evictions for failure to pay rent.”); *but see* Pendleton Place, LLC v. Asentista, 541 (continued...)

- landlords must wait until after the thirty-day notice to vacate requirement period before filing a judicial proceeding for eviction.⁴⁰

Regarding whether the notice to vacate requirement is temporary, for example, both the Colorado Supreme Court and the Ohio Court of Appeals relied on the plain language of the statute to conclude that the CARES Act’s thirty-day notice to vacate requirement is permanent because subsection (c) includes neither an expiration date nor a tie to subsection (b)’s 120-day window.⁴¹ Both courts noted their powerlessness to insert time limits into Section 4024(c) “where Congress omitted one.”⁴²

The Washington Supreme Court and the Superior Court of Connecticut, in contrast, concluded that the CARES Act’s notice to vacate requirement is limited to the nonpayment of rent because subsections (b) and (c) were linked together.⁴³ Applying the plain meaning of the statute as a whole, both courts determined that Congress must have intended to limit Section 4024(c)’s notice to vacate requirement to Section 4024(b)’s limitation to the nonpayment of rent because of subsection (c)(2)’s express reference to subsection (b) and the linkage of the two subsections with the conjunction “and.”⁴⁴

The Iowa Supreme Court, in *MIMG CLXXII Retreat on 6th, LLC v. Miller*, agreed with the majority of courts that the CARES Act’s notice to vacate requirement is limited to the nonpayment of rent, but, in contrast to others, held that the notice requirements were not permanent, but instead were limited to Section 4024(b)’s 120-day window.⁴⁵ The *Miller* holding is an outlier among the cases, but is discussed at length because it synthesizes the opinions that came before it and explains why it reached different conclusions than other courts.

To reach its holdings, the *Miller* court reviewed the series of opinions interpreting Section 4024(c)’s temporal nature, on the one hand, and scope of applicability on the other, and identified, in its view, logical inconsistencies in the legal reasoning of the two lines of cases. The *Miller* court first observed that the decisions holding the CARES Act’s thirty-day notice requirement to be permanent all used reasoning similar to that of the Colorado Supreme Court and the Ohio

P.3d 397, 402 (Wash. App. 2024) (“[W]e conclude that the 30-day notice provision in 15 U.S.C. § 9058(c)(1) applies to all evictions of tenants living in covered dwelling units, not just those for nonpayment of rent.”), *abrogated by* King County Hous. Auth. v. Knight, 563 P.3d 1058, 1063 (Wash. 2025).

⁴⁰ See, e.g., *Sherwood Auburn LLC*, 521 P.3d at 217–18 (holding that the CARES Act’s thirty-day notice requirement applies to landlords, not state courts, and that landlords cannot avail themselves of the court to enforce an eviction until the tenant is unlawfully detaining possession of the property, which does not occur until after the thirty-day notice to vacate), *petition denied by* 526 P.3d 848 (Wash. 2023); *Olentangy Commons Owner LLC*, 228 N.E.3d at 632 (“Because a landlord must file a forcible entry and detainer action to require a tenant to vacate the rented premises, the plain language of 15 U.S.C. 9058(c)(1) mandates that a landlord must provide a tenant with a notice to vacate 30 days before filing such an action.”); *but see* *Woodrock River Walk v. Rice*, 906 S.E.2d 682, 685–87 (Va. Ct. of App. 2024) (“[A] summons for unlawful detainer is merely the initial filing that begins the eviction proceeding. . . . the CARES Act is violated only when an officer executes a writ during the 30 days after a landlord has served a notice to vacate. . . . issuance of a summons before 30 days has passed does not violate the Act.”).

⁴¹ *Arvada Village Gardens LP v. Garate*, 529 P.3d 105, 108 (Colo. 2023) (“But the Notice Provision includes no expiration date. We cannot insert an expiration date where Congress omitted one. . . . Rather, we must presume that Congress meant what it said—although the Moratorium Provision expired, the Notice Provision did not.” (citations omitted)); *Olentangy Commons Owner LLC*, 228 N.E.3d at 633 (“Unlike the moratorium provision, the notice provision does not include an expiration date. We cannot insert an expiration date in 15 U.S.C. 9058(c) when Congress omitted one from that subsection.”); *Sherwood Auburn LLC*, 521 P.3d at 216.

⁴² *Arvada Village Gardens*, 529 P.3d at 108; *Olentangy Commons Owner LLC*, 228 N.E.3d at 633.

⁴³ *West Haven Hous. Auth.*, 2021 WL 2775095, at *3; *King County Hous. Auth.*, 563 P.3d at 1063.

⁴⁴ *West Haven Hous. Auth.*, 2021 WL 2775095, at *3; *King County Hous. Auth.*, 563 P.3d at 1063.

⁴⁵ *Miller*, 16 N.W.3d at 491.

Court of Appeals discussed above—i.e., that Section 4024(c) lacks an express expiration date or an express tie to the 120-day limit applicable to Section 4024(b).⁴⁶ By contrast, the *Miller* court explained, the majority of courts that have interpreted the scope of Section 4024(c)'s notice requirement have concluded that it applies exclusively to evictions for the nonpayment of rent, based on that same limitation having been expressly imposed by Section 4024(b) and subsection (c)(2)'s express reference to subsection (b).⁴⁷ The *Miller* court found these holdings irreconcilable, concluding, “Either section [4024] is ‘intertwined’ or it isn’t. If courts are importing subsection (b)’s nonpayment of rent limitation into subsection (c)(1)’s thirty-day notice requirement, shouldn’t they also import subsection (b)’s moratorium period qualification into subsection (c)(1)?”⁴⁸

The *Miller* court then looked to Section 4024 in its entirety, concluding that Congress must have intended for subsections (b) and (c) to work together as “an ensemble.”⁴⁹ To interpret the subsections as completely independent of each other would require a court to reach what the *Miller* court described as the “absurd” conclusion that Congress intended to require a landlord to provide thirty days’ notice to vacate for any reason, including when the tenant was engaging in criminal behavior that threatened the life and safety of other residents.⁵⁰

Upon reviewing Section 4024 holistically, the *Miller* court found a logical tie between subsections (b) and (c) through subsection (c)(2)'s direction that the lessor of a covered dwelling unit may not issue a notice to vacate under Section 4024(c)(1) “until after the expiration of the period described in subsection (b)” and the linkage of subsections (c)(1) and (c)(2) by the word “and.”⁵¹ The *Miller* court, therefore, held that the CARES Act’s notice to vacate requirement “applies only to nonpayment defaults that occurred during the 120-day moratorium described in section [4024](b).”⁵²

Most courts have concluded that Section 4024 requires landlords to wait until after the end of the thirty-day notice period to initiate eviction proceedings. For example, the Washington Court of Appeals held that the CARES Act notice to vacate requirement applies to landlords, and landlords cannot initiate a judicial eviction proceeding until the tenant is in unlawful possession of the property, which does not occur until after the thirty-day-notice period.⁵³ The Ohio Court of Appeals reached a similar holding.⁵⁴ In contrast, the Virginia Court of Appeals came to the opposite conclusion, holding that the filing of an eviction proceeding merely begins the process, and the CARES Act notice to vacate requirement is only violated if the court issues the summons of unlawful possession before the end of the thirty-day notice period.⁵⁵

⁴⁶ *Id.* at 493 (discussing *Arvada Village Gardens*, 529 P.3d at 108, *Olentangy Commons Owner*, 228 N.E.3d at 633, and *Woodrock River Walk*, 906 S.E.2d at 686–87).

⁴⁷ *Id.* at 495 (discussing *Hous. Auth. v. Knight*, 543 P.3d 891, 896 (Wash. Ct. App. 2024), *aff’d* *Housing Auth. of County of King v. Knight*, 563 P.3d 1058 (Wash. 2025); *Watson v. Vici Cmty. Dev. Corp.*, No. 5:20-CV-01011, 2022 WL 910155, at *10 (W.D. Okla. Mar. 28, 2022); *Vandersluis v. Hilton*, No. WWM-CV-22-6024867-S, 2023 WL 4738059, at *4 (Conn. Super. Ct. July 18, 2023); *Skowrya v. Stokes*, 383 So. 3d 160, 163 (La. Ct. App. 4th Cir. 2023). *But see* *Pendleton Place, LLC v. Asentista*, 541 P.3d 397, 402 (Wash. App. 2024), *abrogated by* *King County Hous. Auth. v. Knight*, 563 P.3d 1058, 1063 (Wash. 2025)).

⁴⁸ *Id.*

⁴⁹ *Id.*

⁵⁰ *Id.* at 496.

⁵¹ *Id.*

⁵² *Id.*

⁵³ *Sherwood Auburn LLC v. Pinzon*, 521 P.3d 212, 216 (Wash. Ct. App. 2022).

⁵⁴ *Olentangy Commons Owner*, 228 N.E.3d at 632.

⁵⁵ *Woodrock River Walk*, 906 S.E.2d at 685–87.

Current Status

While courts have reached some inconsistent interpretations of Section 4024(c) and litigation remains ongoing, it appears as of the date of this report that the CARES Act's thirty-day notice to vacate requirement is available as a defense throughout a significant portion of the country for tenants of "covered dwelling" units who are subject to eviction proceedings for the nonpayment of rent. There are some exceptions, however, such as tenants in Iowa after the Iowa Supreme Court's decision in *Miller*.⁵⁶ Another complicating factor is that many tenants may not be aware of the CARES Act notice to vacate requirement or how to exercise it, and there have been reports of inconsistent judicial enforcement of the requirement.⁵⁷

Administrative Actions

Federal agencies have taken various actions to influence the implementation of the CARES Act's thirty-day notice to vacate requirement. During the Biden Administration, these actions typically involved efforts to inform program participants of the requirement or require administrative agencies to take certain actions implementing or expanding upon the CARES Act requirement. During the second Trump Administration, actions have largely involved rescinding or revoking Biden-era guidance. A discussion of relevant actions by HUD, USDA, and the Federal Housing Finance Agency (FHFA), Fannie Mae and Freddie Mac's federal regulator, follows.

HUD Rulemaking

HUD implemented several eviction notice policies since the COVID-19 pandemic: an interim final rule in 2021 issued in response to the expiration of the CDC eviction moratorium, a final rule in 2024 during the Biden Administration, and a proposal in 2026 by the Trump Administration to rescind the 2024 Final Rule.⁵⁸

2021 Interim Final Rule

In October 2021, HUD issued the 2021 Interim Final Rule regarding additional notice requirements for a subset of HUD programs, namely, those that provide project-based rental assistance.⁵⁹ HUD issued this rule in response to the expiration of the CDC eviction moratorium and the availability of significant amounts of federal housing assistance funding to aid tenants

⁵⁶ *Miller*, 16 N.W.3d at 489.

⁵⁷ NAT'L HOUS. L. PROJECT, RISING EVICTIONS IN HUD-ASSISTED HOUSING, SURVEY OF LEGAL AID ATTORNEYS (July 12, 2022), <https://www.nhlp.org/wp-content/uploads/HUD-Housing-Survey-2022.pdf> [<https://perma.cc/J89X-V5NY>].

⁵⁸ Extension of Time and Required Disclosures for Notification of Nonpayment of Rent, 86 Fed. Reg. 55693 (Oct. 7, 2021); Extension of Time and Required Disclosures, 86 Fed. Reg. at 55693; 30-Day Notification Requirement Prior To Termination of Lease for Nonpayment of Rent, 89 Fed. Reg. 101270, 101270 (Dec. 13, 2024); Revocation of the 30-Day Notification Requirement, 91 Fed. Reg. 9449 (Feb. 26, 2026); Revocation of the 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent; Indefinite Delay of Effective Date, 91 Fed. Reg. 12301 (Mar. 13, 2026).

⁵⁹ Project-based rental assistance is a form of housing assistance where rental subsidies are tied to a specific unit of housing under a contract between the owner and HUD or a HUD program partner. These programs are distinct from programs that provide tenant-based rental assistance, such as the Section 8 Housing Choice Voucher program, where the unit that is subsidized is a private market unit selected by the tenant. It is also distinct from other affordable housing programs that in some way subsidize the acquisition, rehabilitation, or construction of below-market rate housing without directly subsidizing tenant rents (such as through various HUD grant programs and the Low-Income Housing Tax Credit program administered by the Department of the Treasury).

during the COVID-19 pandemic through, among other sources, the Emergency Rental Assistance (ERA) program.⁶⁰

The 2021 Interim Final Rule authorized HUD to require Public Housing Agencies (PHAs) and other owners of properties receiving forms of project-based rental assistance to provide a thirty-day notice before evicting tenants for the nonpayment of rent “if the [HUD] Secretary determines that tenants must be provided with adequate notice to secure Federal funding that is available due to a Presidential declaration of a national emergency.”⁶¹ The policy was “aimed at assisting HUD-assisted tenants and landlords with securing available resources that assist with the payment of back rent and avoid unnecessary evictions for non-payment.”⁶²

HUD subsequently issued guidance exercising authority under the 2021 Interim Final Rule during the presidentially declared COVID-19 emergency, which required owners to provide tenants with information about ERA funding.⁶³

Before the 2021 Interim Final Rule, the HUD project-based rental assistance programs covered by the rulemaking were subject to different regulatory eviction notice requirements, as summarized in **Table 1**.⁶⁴

Table 1. Pre-2021 Eviction Notice Requirements for HUD Project-Based Rental Assistance Programs

Program	Regulation	Timeline
Public Housing	24 C.F.R. § 966.4	Nonpayment, notice: In the case of termination for nonpayment of rent, a PHA shall provide at least fourteen days’ written notice .
Project-Based Section 8	24 C.F.R. §§ 880.607(c)(2), 247.4(c)	Nonpayment, notice: For termination for nonpayment of rent, “the time of service must be in accord with the lease and State law.” Notice: For termination of tenancy for “other good cause,” HUD regulations require thirty days’ notice along with the provision of specific information to the tenant.
Section 8 Moderate Rehabilitation Program	24 C.F.R. §§ 880.607(c)(2), 247.4(c)	Nonpayment, notice: Five working days’ notice required before tenancy termination for nonpayment.

⁶⁰ Extension of Time and Required Disclosures for Notification of Nonpayment of Rent, 86 Fed. Reg. 55693 (Oct. 7, 2021).

⁶¹ *Id.*

⁶² *Id.*

⁶³ HUD, SUPPLEMENTAL GUIDANCE TO THE INTERIM FINAL RULE “EXTENSION OF TIME AND REQUIRED DISCLOSURES FOR NOTIFICATION OF NONPAYMENT OF RENT”, NOTICE PIH 2021–29, H 2021-06 (2021), <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-06hsgn.pdf> [<https://perma.cc/L4HV-FLSP>].

⁶⁴ Extension of Time and Required Disclosures, 86 Fed. Reg. at 55693; 30-Day Notification Requirement Prior To Termination of Lease for Nonpayment of Rent, 89 Fed. Reg. 101270, 101270 (Dec. 13, 2024); 30-Day Notification Requirement, 89 Fed. Reg. at 101270.

Program	Regulation	Timeline
Other project-based rental assistance programs (incl. Section 202 Housing for Persons who are Elderly and Section 811 Housing for Persons with Disabilities)	24 C.F.R. § 247.4(c)	Nonpayment, notice: For termination for nonpayment of rent, a termination notice must be provided with enough advance time to comply with both the rental agreement or lease and state laws. Notice: For termination of tenancy for “other good cause,” HUD regulations require thirty days’ notice along with the provision of specific information to the tenant.

Source: Revocation of the 30-Day Notification Requirement Prior To Termination of Lease for Nonpayment of Rent, 91 Fed. Reg. 9449, 9450 (Feb. 26, 2026).

2024 Final Rule

The 2024 Final Rule implemented on a permanent basis the same thirty-day notice requirements authorized by the 2021 Interim Final Rule, while eliminating the condition that the notice requirements be contingent on a presidential declaration of a national emergency.⁶⁵ The 2024 Final Rule broadened the scope of the 2021 Interim Final Rule by also requiring that the notice include various information on actions tenants can take to avoid eviction and an itemized list of the tenant’s arrearages.⁶⁶ The 2024 Final Rule further barred owners from issuing a termination notice until the day after the day the rent was actually due, and from filing an eviction proceeding if a tenant pays arrearages during the thirty-day notice period.⁶⁷

HUD provided a number of justifications for the rule. For example, HUD expressed a desire to create consistency across its programs.⁶⁸ HUD also noted that a thirty-day notice could decrease unnecessary evictions to the benefit of both tenants and owners, and that owners had proven their ability to comply with the similar thirty-day notice to vacate requirement imposed by the CARES Act.⁶⁹

2026 Interim/Proposed Rules

On February 26, 2026, HUD issued an interim final rule that would have revoked the 2024 Final Rule, effective March 30, 2026.⁷⁰ This 2026 Interim Final Rule indicated that the applicable administrative eviction requirements would revert back to those that were in place prior to the 2021 Interim Final Rule, which are summarized in **Table 1** above.⁷¹ The 2024 Interim Final Rule did not directly address covered owner responsibilities under the CARES Act.

HUD justified the 2026 Interim Final Rule on the basis that there was a surge in arrearages during the COVID-19 pandemic, but that since then, arrearages had not returned to their pre-pandemic

⁶⁵ 30-Day Notification Requirement, 89 Fed. Reg. at 101270; Extension of Time and Required Disclosures, 86 Fed. Reg. at 55693.

⁶⁶ 30-Day Notification Requirement, 89 Fed. Reg. at 101271.

⁶⁷ *Id.*

⁶⁸ *Id.* at 101270.

⁶⁹ *Id.* at 101270–71, 101277.

⁷⁰ Revocation of the 30-Day Notification Requirement, 91 Fed. Reg. at 9449; 30-Day Notification Requirement, 89 Fed. Reg. at 101270.

⁷¹ Revocation of the 30-Day Notification Requirement, 91 Fed. Reg. at 9450; 30-Day Notification Requirement, 89 Fed. Reg. at 101270; Extension of Time and Required Disclosures, 86 Fed. Reg. at 55693. The 2024 Interim Final Rule did not directly address covered owner responsibilities under the CARES Act.

levels.⁷² As a result, HUD-assisted owners, in HUD’s view, suffered financial strain that was exacerbated by the 2024 Final Rule’s requirements, making it difficult for owners to meet their obligations to maintain staff, property insurance, property maintenance, and other HUD program obligations.⁷³

Before the 2026 Interim Final Rule took effect, however, several plaintiffs filed a lawsuit challenging it under the Administrative Procedure Act (APA).⁷⁴ The complaint alleged that the 2026 Interim Final Rule violated the APA’s notice and comment procedures and was arbitrary and capricious in violation of the APA because HUD “failed to justify its abrupt policy reversal on the same factual record with no new facts or data, failed to adequately explain why those same facts now lead it to the opposite conclusion, and failed to consider alternatives to wholesale rescission.”

In response to this lawsuit, HUD, on March 13, 2026, effectively converted the 2026 Interim Final Rule into a proposed rule by delaying the 2026 Interim Final Rule’s effective date until after HUD issues a final rule that, in accordance with the APA, will consider and respond to the substantive comments HUD receives.⁷⁵ As a result of this change, the plaintiffs voluntarily dismissed their lawsuit.⁷⁶

USDA Rulemaking

In similar fashion to HUD, the USDA’s Rural Housing Service (RHS), which administers the agency’s rural housing loan programs, issued eviction notification regulations⁷⁷ during the Biden Administration that have been rescinded in the current Trump Administration.⁷⁸

In March 2024, RHS issued a final rule, effective April 24, 2024, requiring borrowers of USDA’s rural housing loans to provide thirty days’ notice before evicting tenants for the nonpayment of rent.⁷⁹ RHS explained that it intended the regulation to align the covered programs’ regulations with what is statutorily required by the CARES Act.⁸⁰ The final rule also required covered borrowers to provide tenants with an accounting of the tenant’s arrearages and instructions on how to avoid an eviction.⁸¹ It further required them to provide tenants with information about federal housing assistance programs during presidentially declared disasters.⁸²

⁷² Revocation of the 30-Day Notification Requirement, 91 Fed. Reg. at 9450.

⁷³ 30-Day Notification Requirement, 89 Fed. Reg. at 101270; Revocation of the 30-Day Notification Requirement, 91 Fed. Reg. at 9450 (Feb. 26, 2026).

⁷⁴ Jane Addams Senior Caucus v. U.S. Dep’t. of Hous. and Urb. Dev., No. 1:26-CV-00718 (D.D.C. Mar. 2, 2026).

⁷⁵ Revocation of the 30-Day Notification Requirement Prior to Termination of Lease for Nonpayment of Rent; Indefinite Delay of Effective Date, 91 Fed. Reg. 12301 (Mar. 13, 2026).

⁷⁶ Notice of Voluntary Dismissal by Plaintiffs, Jane Addams Senior Caucus, v. U.S. Dep’t of Hous. and Urb. Dev., 1:26-CV-00718 (D.D.C. Mar. 16, 2026), Dkt. No. 20.

⁷⁷ 30-Day Notification of Nonpayment of Rent in Multi-Family Housing Direct Loan Programs, 89 Fed. Reg. 20539 (Mar. 25, 2024).

⁷⁸ Rescinding 30-Day Notification Requirements Related to Eviction Based on Nonpayment of Rent in Multi-Family Housing Direct Properties, 91 Fed. Reg. 9135 (Feb. 25, 2026).

⁷⁹ 30-Day Notification of Nonpayment, 89 Fed. Reg. at 20540.

⁸⁰ *Id.* at 20539.

⁸¹ *Id.* at 20540–541.

⁸² *Id.*

On February 25, 2026, RHS issued a final rule rescinding the 2024 rule.⁸³ In contrast to HUD’s 2026 Interim Final Rule, RHS expressly discussed the CARES Act notice requirement. RHS explained that the 2024 Final Rule’s eviction notice requirement was “unnecessary” because covered borrowers are already subject to the CARES Act’s notice requirement.⁸⁴ The agency also indicated that it was “confident that longstanding guidelines and regulations” protect tenants from eviction prior to thirty days’ notice about their nonpayment of rent.⁸⁵ RHS also stated that it “will inform tenants when Federal funding is available during a presidentially-declared national emergency, where notifications are required.”⁸⁶

Fannie Mae and Freddie Mac

In October 2020, the FHFA released a fact sheet clarifying for owners and tenants the applicability of the CARES Act requirements, including the thirty-day notice to vacate requirement, to properties with agency-backed loans.⁸⁷ Fannie Mae implemented this requirement through issuance of Supplement 21-08: CARES Act Compliance with Law Notice.⁸⁸ Freddie Mac implemented this directive by making changes to its seller/service guides requiring that borrowers be notified of the thirty-day notice to vacate requirement as part of the mortgage origination process.⁸⁹

In fall 2025, reports indicated that Fannie Mae and Freddie Mac were no longer enforcing the requirement.⁹⁰ In October 2025, Fannie Mae announced it was retiring Supplement 21:08.⁹¹ Freddie Mac reportedly removed the CARES Act mortgage origination requirements from its seller/servicer guide.⁹²

⁸³ Rescinding 30-Day Notification Requirements, 91 Fed. Reg. at 9135.

⁸⁴ *Id.*

⁸⁵ *Id.*

⁸⁶ *Id.*

⁸⁷ Fact Sheet, Information for Tenants in Rental Properties with a Fannie Mae or Freddie Mac Mortgage, FHFA (Oct. 29, 2020), <https://www.fhfa.gov/news/fact-sheet/information-for-tenants-in-rental-properties-with-a-fannie-mae-or-freddie-mac-mortgage> [<https://perma.cc/7567-D4U4>].

⁸⁸ *Supp. 21-28, CARES Act Compliance with Law Notice*, FANNIE MAE, https://mfguide.fanniemae.com/node/16016?view=recent_guide_communication [<https://perma.cc/V8HH-YJFF>] (last visited Apr. 28, 2026) (effective Aug. 16, 2021, retired Oct. 8, 2025).

⁸⁹ FHFA, Off. of the Inspector Gen., OIG-2022-003, OVERSIGHT OF MULTIFAMILY BORROWERS’ COMPLIANCE WITH CARES ACT AND FREDDIE MAC TENANT PROTECTIONS AND FREDDIE MAC’S RESPONSE TO THE POTENTIAL FINANCIAL IMPACT OF COVID-19, 17 (Mar. 24, 2024), <https://www.fhfa.oig.gov/sites/default/files/OIG-2022-003.pdf> [<https://perma.cc/QF4W-VD6E>].

⁹⁰ See Caitlin Vannoy & Elayne Weiss, *Washington Report, Fannie and Freddie Will No Longer Enforce CARES Act 30-Day Notice*, NAT’L ASS’N OF REALTORS (Nov. 5, 2025), <https://www.nar.realtor/washington-report/fannie-and-freddie-will-no-longer-enforce-cares-act-30-day-notice> [<https://perma.cc/2YQC-RQEX>].

⁹¹ *Notification 25-19, Retirement of Supplement 21-08: CARES Act Compliance with Law Notice*, FANNIE MAE, https://mfguide.fanniemae.com/node/23046?view=recent_guide_communication [<https://perma.cc/F23U-CNYS>] (last visited Apr. 28, 2026).

⁹² Josh Morales, *Big News for Rental Housing: Fannie & Freddie Stop Enforcing the CARES 30-Day Notice*, LINKEDIN (Oct. 30, 2025) <https://www.linkedin.com/pulse/big-news-rental-housing-fannie-freddie-stop-enforcing-josh-morales-of51c> [<https://perma.cc/9269-5YGN>]; Emily Howard & Nicole Upano, *Fannie and Freddie End CARES Notice Enforcement*, NAT’L APARTMENT ASSOC. (Oct. 29, 2025), <https://naahq.org/news/fannie-and-freddie-end-cares-notice-enforcement> [<https://perma.cc/DC5H-59LA>].

Considerations for Congress and Legislative Proposals

Historically, state and local governments have taken primary responsibility in regulating the landlord-tenant relationship and eviction process.⁹³ As such, eviction rules and procedures vary widely across the country. Through enactment of CARES Act Section 4024, Congress deviated from the common historical practice by establishing a temporary eviction moratorium and, as applied in a number of jurisdictions, a seemingly permanent federal eviction notice standard applicable to federally related properties, which covers a broad swath of the country's residential rental market.⁹⁴ While courts have interpreted the CARES Act notice provision inconsistently, the law is still largely available to tenants as a potential procedural defense to an eviction action.⁹⁵ Federal agencies that administer housing programs that include properties that are subject to the Act have taken a number of administrative actions designed to ensure owners understood and followed the requirements.⁹⁶ Since the beginning of the Trump Administration, a number of those actions have been reversed, raising questions about owners' and tenants' understanding of the requirement or its applicability to them.⁹⁷

Even before conflicting judicial rulings and administrative policy changes, there were questions about the effectiveness of the CARES Act notification requirements, in part, because no federal agency is charged with monitoring or enforcing the requirement and no systematic information is available about how often it is followed.⁹⁸

Although the policy has now been in place for a number of years, it remains controversial, with landlord and industry groups contending that the language is ambiguous and not intended to be permanent, and that the notice requirement itself is burdensome and adds to the expense of evictions for owners.⁹⁹ Reflecting these concerns, legislation has been introduced in the past several Congresses to repeal Section 4024 of the CARES Act, including a bill in the 119th Congress—the Respect State Housing Laws Act, H.R. 1078—that the House Committee on Financial Services reported favorably on February 25, 2026.¹⁰⁰

Conversely, advocates for low-income tenants have contended that the federal government should go further to ensure renters have a minimum set of eviction procedural rights, including the type of notice requirement codified by the CARES Act, and beyond.¹⁰¹ Support for maintaining the

⁹³ Ala. Ass'n of Realtors v. Dep't Health and Hum. Servs., 594 U.S. 758, 764 (2021) (per curiam) (“The [CDC eviction] moratorium intrudes into an area that is the particular domain of state law: the landlord-tenant relationship.”).

⁹⁴ 15 U.S.C. § 9058.

⁹⁵ See *supra* “Legal Interpretations.”

⁹⁶ See *supra* “Administrative Actions.”

⁹⁷ *Id.*

⁹⁸ H. Rep. No. 119-521 (2026).

⁹⁹ See, e.g., *Eviction – Federal CARES Act Notice*, NAT'L APARTMENT ASS'N <https://naahq.org/eviction-federal-cares-act-notice> [<https://perma.cc/3X3K-3CH2>] (last visited Apr. 28, 2026).

¹⁰⁰ Respect State Housing Laws Act, H.R. 1078, 119th Cong. (2026); H. Rep. No. 119-521 (2026); 15 U.S.C. § 9058.

¹⁰¹ For example, the National Low Income Housing Coalition, National Housing Law Project, and Tenant Union Federation developed and have been advocating for a National Tenants Bill of Rights. NAT'L LOW INCOME HOUS. COAL., NAT'L HOUS. LAW PROJECT, TENANT UNION FED'N, NATIONAL TENANTS BILL OF RIGHTS (2024), <https://nlihc.org/sites/default/files/TBOR-Final.pdf> [<https://perma.cc/CNC6-KMUM>].

current notice requirement was expressed by several Members of Congress in the Minority Views portion of the published committee report accompanying H.R. 1078.¹⁰²

Congressional action either affirming, strengthening, or repealing the CARES Act notice policy could resolve current and future ambiguity about its applicability. If a repeal were enacted, then the eviction notice requirements of state and local laws would apply to all tenants other than those residing in properties subject to heightened federal regulatory requirements. Congress could also choose to amend CARES Act Section 4024(c) to clarify whether the notice requirements were intended to be permanent or temporary or applicable only to evictions for the nonpayment of rent or for other causes.¹⁰³

Similarly, Congress could establish statutory eviction notice standards applicable to federal programs. Legislation could adopt any of the administrative actions discussed above or entirely different standards.¹⁰⁴ Establishing an eviction notice standard by statute could eliminate or reduce federal housing agency authorities to change those standards administratively, thereby preventing dramatic changes of the policy from one presidential administration to another. On the other hand, statutorily eliminating or reducing executive agency discretion to modify eviction notice programmatic requirements might make it more difficult for administering agencies to respond quickly to future unforeseen situations that might warrant a deviation.

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¹⁰² H. Rep. No. 119-521, at 24 (2026).

¹⁰³ Pub. L. No. 116-136, § 4024(c), 134 Stat. 281, 492 (2020) (codified as amended at 15 U.S.C. § 9058(c)).

¹⁰⁴ *See also* Respect State Housing Laws Act, H.R. 802, 118th Cong. (2023); H. Rep. No. 118-616 (2024) (reported favorably by the House Comm. on Fin. Serv. on July 30, 2024).