

Good Afternoon,

Thank you for letting me testify on the eviction moratorium. My name is Laura Garand

Some background information:

My Partner, Jon Dunkling and I own a house on 42 Quarry View Road, Williamstown, in Orange County. The house has been rented to the same family for about 5+ years.

The problem started in December of 2019 when their rent was paid late again. We contacted them about it and they paid for December. January was paid in February, half of February was paid in March after they received a 14 day eviction notice. March and April rent was paid at the end of April, again only after 2 more eviction notices, which they ignored.

In the meantime we had been house sitting during the winter and living in our camper in the summer. House sitting ended because of Covid and we decided that since they were not paying rent, and we could not afford to pay rent as well as the mortgage, we would move back into the only home we owned. But we could not because of the moratorium. We ended up living in a camper for the summer and at the end of October of 2020, we became homeless when it was too cold to stay in the camper. I contacted the State Housing Authority for help. They offered First Month, Last Month and Security deposit, but they told me that we would need to come up with rent. I explained the issue that we could not pay the mortgage and rent at the same time. I was told that that was all they could do to help. So we had to move to our remote cabin 2 ½ hours away. This cabin does not have power, running water, or indoor plumbing.

Jon began using his retirement to pay his mortgage, property taxes and insurance. The job he had, a fill in job, ended because it was seasonal, and his job working for the military was non-existent due to the pandemic. We survived on my paraeducator salary for a while and he continued to use his retirement to pay for the house. Jon applied for unemployment, since he was not sure when he would get called back to his military position. Having to move 2 ½ hours away almost cost me my position as a paraeducator of 19 ½ years. With the help of my superintendent, I was offered a position as a remote paraeducator and I was able to continue working towards my retirement and health insurance.

As soon as the no eviction rule came out all rent stopped as well as paying electricity. At this time, all three members of the household were still working. (These people have not been affected by the pandemic! They are both working and haven't lost any income.)

We decided to put the house on the market. (because we couldn't afford to keep paying for them to have a home to live in). They would not let us show the house and we lost a cash sale because of it. We enlisted a realtor and they refused to allow entry to take pictures, video or even show the house. The tenants removed the house for sale sign that we put on the lawn and another one had to be delivered to the property. This one was not removed.

The tenants refused showings of the house, threatened to leave their vicious dog out, stating "Good Luck entering," and posted a beware of the dog sign. Furthermore we have found out that this dog is not registered, nor has it ever been registered with the town, and there is no record of rabies shots with the town either.

When the house was being shown, one of the tenants would make comments and follow Jon, the realtor and prospective buyers throughout the house verbally attacking Jon, recording who was in the house and making it difficult for them. Some realtors were hesitant to enter the property because of the abuse they received. The tenants are under a month to month lease and on several occasions have breached the lease.

We applied for rental assistance and received only ½ because we still wanted to evict. At that time our attorney convinced us to use the mediation program and to get all of our back rent. (These tenants never applied for any help to pay for their rent.) In December with the help of legal aid and our attorney, an agreement was reached to have all the back rent paid. State housing assistance lost the paperwork so it was another two months before we received assistance.

The agreement also stated that the tenants would have to pay rent starting January 2021, that we could increase the rent after January 1. These documents were signed on December 21.

We sent notice, by mail, on January 4 that the rent would increase on April 5th. In January the rent was not paid on time, as agreed. Jon contacted them and they paid the rent on January 25th. February was not on time so Jon contacted the tenants again. The tenant told us that the due date changed per the legal aid attorney and rent was now due on the 28th of the month. Jon reminded the tenants that the rent was increasing and she said "you are not increasing my rent, and then informed us that she had not received notice of the increase. February, was paid March 1. We contacted our attorney and he assured us that the date had not changed. In March we had 3 house showings right in a row, one on Sunday, one Monday, and one Tuesday. On Sunday, the male tenant starts arguing with

Jon, stating that the house would not be shown on Monday because he was leaving the dog out so they would not get in the house. It was just a threat trying to keep people away. In the end we received a full cash offer on the house and the tenants were given notice that the house had sold and that they would need to be out at the end of April. They still have not paid rent on time. We started moving our belongings out of the garage at the end of March. Jon again called to say that they were late on the rent, and she screamed at Jon telling him that he was an awful landlord and that he only wanted things his way and that she hoped he would never be a landlord again.

In March, after several showings, we received an offer on the house and agreed to take it. As we were supposed to do, we gave the tenants the proper notice to leave by the end of April. No rent was forthcoming.

At the end of March the tenant came into the garage as Jon was packing, and handed him a note that had her new address, and she stated that she would be out by the 5th of April, that date the rent increase is supposed to start. However, we received a text on Sunday saying that they would not be out on the 5th. Still no rent paid for April and they are still there, as of today.

How is it possible that property owners are forced to become homeless, yet someone who has breached their contract repeatedly is allowed to stay and to hold our only home HOSTAGE!

With the no eviction happening tenants that could pay are taking advantage of landlords by not paying. Landlords still have expenses on their property.

To tell you that we have been under stress is an understatement. To be property owners, who become homeless is a disgrace. We had to move away from family, especially our grandchildren, and friends, and I almost had to quit my position working in a school.

I hope that you strongly consider my testimony regarding the Eviction Moratorium and the heartache that it has caused us. I do agree, however, that there are people who are affected by this pandemic and have lost jobs and are in a financial crisis. These are the people who deserve help from the state, not the people who have worked this entire time. They have had 3 incomes in this house, sometimes 4 when the female tenant had 2 jobs, yet have received almost a full year of free rent. They should be held accountable!

My final words to this group are:

“GOOD TENANTS ARE NOT EVICTED!”