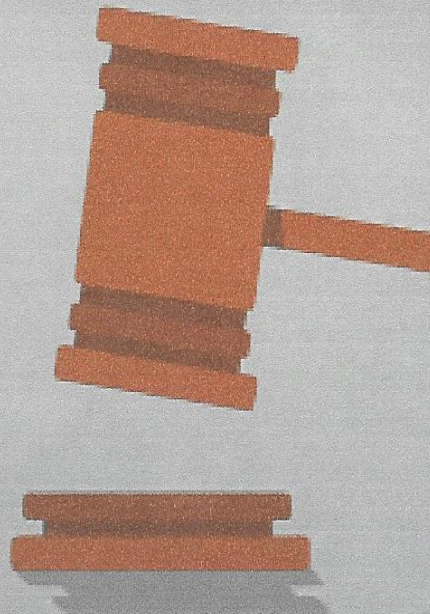
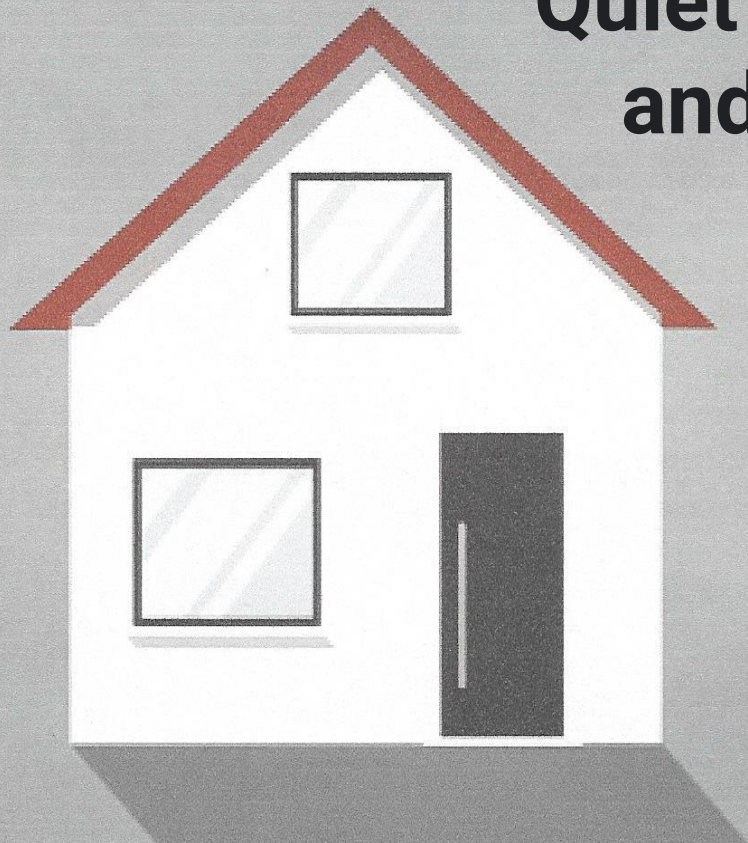


Prohibited Practices, Right to Quiet Enjoyment and Remedies



TENANT RIGHTS TRAINING SERIES

Sep 10,
2020
6:30 pm

Event 05

WEBINAR PARTICIPATION GUIDELINES

THESE WEBINAR'S ARE RECORDED FOR FUTURE VIEWING BY THOSE WHO MAY NEED THEM, IF YOU REQUIRE YOUR PRIVACY NOW IS A GOOD TIME TO ADJUST YOUR SETTINGS BEFORE WE BEGIN

IF YOU HAVE QUESTIONS DURING THE WEBINAR YOU CAN ADD THEM TO THE CHAT TO BE ANSWERED AT THE END.

TO ASK A QUESTION WHEN IT IS TIME SELECT THE RAISE HAND ICON

PLEASE KEEP MUTED TILL YOU NEED TO SPEAK DUE TO THE WEBINAR BEING RECORDED AND ENSURING EVERYONE CAN HEAR

THANK YOU

Tenant Rights Training Series

Prohibited Practices, Right to Quiet Enjoyment and Remedies

Sponsored by
NH Legal Assistance, Granite State Organizing Project
& Manchester Housing Alliance



As of July 1, 2020, per NH Emergency Order #51

For every eviction notice issued by the owner of restricted or non-restricted property that is based in whole or in part on nonpayment of rent that became due and payable between **March 17, 2020** and **June 11, 2020**, ***the minimum 7 day notice period required in RSA 540:3 is hereby extended to 30 days.*** Therefore, every such eviction notice shall provide that the tenant must vacate the premises no less than 30 days from the date of service of the eviction notice. For purposes of this Order, the terms "restricted property" and "non-restricted property" shall have the meanings assigned to those terms in RSA 540: 1-a.

This Paragraph shall not apply to eviction notices issued before March 17, 2020.

CARES ACT COMPLIANCE

Applies to all properties with a federally backed mortgage. The landlord must complete an Affidavit of Compliance with Cares Act and have provided 30 days' notice prior to filing an eviction action on all covered properties.

Enacted March 27, 2020, landlords are required to submit a [CARES Act Affidavit](#) approved by the Circuit Court prior to requesting a Landlord Tenant Writ if a basis for the eviction is non-payment of rent.

"Covered Properties" Pursuant to Section 4024 of the CARES Act

A property which participates in, receives subsidies or benefit from, or has any tenant participating in or receiving subsidies or benefits from, any of the following programs:

Housing and Urban Development (HUD)

- Public Housing (42 U.S.C. § 1437d)
- Section 8 Housing Choice Voucher Program or Project-Based Housing (42 U.S.C. § 1437f)
- Section 202 Housing for the Elderly (12 U.S.C. § 1701q)
- Section 811 Housing for Persons with Disabilities (42 U.S.C. § 8013)
- Section 236 Multifamily Housing (12 U.S.C. § 1715z-1)
- Below Market Interest Rate (BMIR) Housing (12 U.S.C. § 1715i(d))
- HOME (42 U.S.C. § 12741 et seq.)
- Housing Opportunities for Persons with AIDS (HOPWA) (42 U.S.C. § 12901, et seq.)
- Continuum of Care or Other McKinney-Vento Act Homelessness Programs (42 U.S.C. § 11360, et seq.)

Department of Agriculture

- Section 515 Rural Rental Housing (42 U.S.C. § 1485)
- Sections 514 and 516 Farm Labor Housing (42 U.S.C. §§ 1484, 1486)
- Section 533 Housing Preservation Grants (42 U.S.C. § 1490m)
- Section 538 Multifamily Rental housing (42 U.S.C. § 1490p-2)

Department of Treasury

- Low-Income Housing Tax Credit (LIHTC) (26 U.S.C. § 42)

Rural Housing Voucher Program

- Section 542 of the Housing Act of 1949 (42 USC § 1490r)

The CARES Act moratorium also applies to all properties with a federally backed mortgage or federally backed multi-family mortgage, meaning all mortgages owned, issued, or guaranteed by: Department of Housing and Urban Development (HUD)

- Department of Veteran Affairs
- Department of Agriculture
- Fannie Mae or Freddie Mac

Temporary Halt in Residential Evictions

The CDC issued an Order under Section 361 of the Public Health Service Act to temporarily halt residential evictions to prevent the further spread of COVID-19, effective as of September 4, 2020 through December 31, 2020. The order applies to any tenant, lessee, or resident of a residential property in any state and prevents you from being evicted or removed from where you are living during that period. Under the CDC's order you must provide a signed declaration to your landlord, owner or other person with said rights of the residential property where you live; including each adult listed on the lease or agreement. This declaration is sworn testimony, you can be prosecuted, go to jail or pay a fine if you lie, mislead, or omit important information. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent (ie: danger, nuisance, destructive).

(not including foreclosures on home mortgages)

DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19

- I have used best efforts to obtain all available government assistance for rent or housing;
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary² out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;

Cont . . .

- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to state and local laws.

Steps in CDC Eviction Moratorium

- Assess if you qualify for this protection
- Complete the declaration, send to your landlord, and keep a copy in a safe place
- Pay everything you can now, and document any payment agreements you have with your landlord
- Apply to your local CAP agency for CARES Act or other assistance in paying your rent now. Much of this help ends at the end of the year
- If your landlord tries to evict you for something besides non-payment, call NHLA for assistance

CAPNH.ORG HOUSING RELIEF PROGRAM

The New Hampshire Housing Relief Program is designed to keep people from losing their housing and to secure or maintain permanent housing. The program has two components: one-time assistance grants; and a short-term rental assistance program.

Governor Chris Sununu has authorized the allocation and expenditure of \$35 million from the CARES Act Coronavirus Relief Fund (“flex funds”) to support families or individuals in need of housing assistance as a result of COVID-19. The Governor’s Office of Emergency Relief and Recovery (GOFERR) will provide the funds to the Department of Health and Human Services (DHHS) which will then make an initial disbursement of funds to New Hampshire’s 5 Community Action Program (CAP) agencies, with additional funding provided based on use and need.

540-A:4 PROTECTIONS

Designed to provide quick relief to tenants whose landlords have tried to force them out of their apartments by:

- **locking them out**
- **entering their apartments without permission**
- **turning off their utilities**
- **seizing their property**

Although the statute applies to both landlords and tenants, it is used most often by tenants to protect their rights against landlords. Even if you are behind in rent or have done something that might give your landlord reason to evict you, he must use the lawful eviction process. Your landlord cannot deny you the right to use your apartment or personal property unless he has obtained a court order. If he tries to force you out without using the lawful eviction process, he has violated the law and you can file a petition under RSA 540-A.

CHAPTER 540-A:2

PROHIBITED PRACTICES, QUIET ENJOYMENT

540A:2 General Prohibition No landlord shall willfully violate a tenant's Right to Quiet Enjoyment of his tenancy or attempt to circumvent lawful procedures for eviction pursuant to RSA 540. No tenant shall willfully damage the property of the landlord or prevent completion of necessary repairs or willfully deny tenants their right to quiet enjoyment of their tenancies.

NO LANDLORD SHALL...

540-A:3 Certain Specific Acts Prohibited

- I. Cause the interruption or termination of any utility service being supplied; except as may be necessary while actual repairs are in process or during temporary emergencies.
- II. Deny a tenant access to and possession of tenant's rented or leased *premises*.
- III. Deny a tenant access to and possession of such tenant's *property*.
- IV. Willfully enter the premises without prior consent, other than emergency repairs.
- V-a. Willfully fail to investigate report of infestation of insects, bed bugs, or rodents within 7 days of receiving notice; or fail to take reasonable measures to remediate an infestation.

NO TENANT SHALL . . .

540-A:3 Certain Specific Acts Prohibited

V. Willfully refuse the landlord access to the premises to make necessary repairs, or to perform other reasonable actions associated with the ownership of rental property,

V-b. Willfully refuse the landlord access to premises for emergency repairs or to inspect for bedbugs after receiving notice of them there or adjacent.

Refuse to comply with reasonable written instructions from a landlord or pest control to prepare the unit for remediation of an infestation; provided that such instructions are given to an adult member of the household at least 72 hours prior to remediation.

VI. Willfully damage the property of the landlord.

A LANDLORD MAY (at the expense of the owner) . . .

540-A:3 Certain Specific Acts Prohibited

II (a) Remove any vehicle, motorcycle, trailer, ATV, or other property that blocks vehicular access to a common driveway, fire lane, parking area, or travel lane, or blocks access to a dumpster.

(b) Remove any property that is leaking fluids that are damaging the parking surface or creating an environmental hazard.

(c) Remove any property that is located in a posted no-parking area, is unregistered or inoperable, or is parked or stored in a manner prohibited under the terms of a lease agreement.

II-b. Prior to removing an item pursuant to paragraph II-a, the landlord shall provide notice as follows: the landlord shall make such efforts to notify the tenant who owns the item, if the landlord knows such tenant's identity, as are reasonable under the totality of the circumstances (no fewer than 48 hours prior).

540-A:3-a Testing for Presence of Lead in Drinking Water

Any time a child tests positive for lead which exceeds the standards established in RSA 130-A:5, I, the department of health and human services shall test the water in the unit for lead. If the presence of lead in the drinking water exceeds the action level established by the Environmental Protection Agency, the landlord shall notify the tenant or prospective tenant and shall install on the kitchen faucet a filtering device certified to reduce lead by NSF International/American National Standards Institute and follow all standards for the replacement of the filtering device and cartridges. The landlord shall not be required to maintain or install water filters where the source of the lead has been removed and the water tests below the action level established by the Environmental Protection Agency, as verified by the department of health and human services.



BED BUGS and INFESTATIONS



Do you have an infestation of Insects or Rodents and the landlord is not conducting a periodic inspection and *eradication* program. Eradication is the elimination of every single individual of a species from an area to which recolonization is unlikely to occur. Are your premises infested by **bed bugs** and the landlord is not conducting a periodic inspection and *remediation* program? Remediation means to substantially reduce the presence of bed bugs in a dwelling unit for at least 60 days.

NH Bed Bug Law HB 482, effective January 1, 2014

It is a violation for a landlord to willfully fail to investigate or fail to take reasonable measures to remediate an infestation within 7 days (contempt and damages).

If you need legal assistance regarding bedbugs, **apply online** or you can also call LARC at 1-800-639-5290. **Bed Bug Fact Sheet.pdf**



ENTRY, PREPARATION and PAYMENT for REMEDIATION

A landlord is allowed emergency entry into the tenant's unit for the next 72 hours after receiving notice of a bed bug complaint. If there is a bed bug complaint from an adjacent unit, a landlord is allowed emergency entry, but must give the tenant 48 hours notice. It is a violation for a tenant to willfully refuse emergency entry. The landlord must provide reasonable written instructions for preparing the unit for remediation to the adult tenant 72 hours in advance of remediation. Landlords must also allow for reasonable accommodation requests, which can be made verbally. Mental or physical disabilities apply.

Landlords are required to pay up-front for all bed bug remediation costs. The tenant is presumed to be "responsible" if only his/her unit has bed bugs and there have been no other bed bug reports in the unit or adjacent units in the previous six (6) months. **540:13-e Infestation of Bed Bugs: Liability for Costs of Remediation**

Court Service Center

New Hampshire Circuit Court

LANDLORD- TENANT 540-A INFORMATION

General information:

- ☐ A landlord or a tenant may file a 540-A petition to stop an action by the other that threatens to cause the petitioner immediate harm. Specific prohibited acts are found in RSA 540-A:3. Generally speaking, it is meant to prevent the landlord from interfering with the tenant's right to quiet enjoyment of the tenancy or to prevent the tenant from circumventing a lawful eviction.
- ☐ Common reasons for filing include the landlord turning off the tenant's utilities or entering the premises without prior consent, or the tenant refusing to allow the landlord entry or damaging the landlord's property. The return of a security deposit is not a valid basis for filing and should be handled through a small claim
- ☐ The petition should be filed in the court that has jurisdiction over the city or town where the property is located.

Forms listed below are needed to start this action:

- ☐ Petition Under 540-A: 4 (NHJB-2371-DP) Available online or in the Clerk's Office.

Other items that may be needed:

- ☐ Photo identification is required for court staff take your oath on the petition.

Information needed to fill out the petition:

- ☐ The reason you are filing and the temporary and final orders you are seeking from the Court.
- ☐ Address information for yourself and the defendant. Law enforcement will need a good address for the defendant in the event they have to serve paperwork.

How much will this cost?

- ☐ There is no filing fee for this type of case, but you need to pay law enforcement to serve the defendant. If you win, the defendant can be ordered to repay the cost, but you must pay it up front.

What happens next?

- ☐ After you fill out the petition, court staff will review it to make sure it is complete and to take your oath. Don't sign the petition until they ask you to do so.
- ☐ A judge will review your petition. He/she may ask to speak to you. If the judge grants a temporary order, your case will be scheduled for a hearing within thirty days. You will appear and so will the defendant. Bring any witnesses or evidence with you to court that day.
- ☐ If there are temporary orders, you will receive three copies of the petition and order. One is for you, one for the defendant, and one is a law enforcement service copy. You will go to the local police department or sheriff's office to make arrangements to have this paperwork served on the defendant. Once service is completed, be sure the court gets proof of service.
- ☐ If the judge denies your petition, you will receive a copy of it, but the defendant will not be served.
- ☐ The defendant may request to have an earlier hearing. If that happens, it will be scheduled within 5 days and you will be notified of the change via mail.
- ☐ After the hearing, the judge will dismiss the case or make a final order which may include awarding damages, costs, and attorney's fees and prohibiting the actions that caused the filing of the petition. If that order is violated, the defendant is subject to civil penalties, fines, and even imprisonment for contempt of court. Both parties will receive a copy of this order. If the judge determines there is no basis for the final order, the case will be dismissed. The parties also reserve the right to come to an agreement prior to the hearing.

Forms and Instructions are available at any NH District Court

Additional information can be found at:

www.courts.state.nh.us/district/

540-A PETITION

This process is designed for tenants to represent themselves and, if the situation is urgent, to get emergency help. If the **petition** is accepted a hearing will be scheduled within 30 days. If your petition fits the definition of an emergency under the statute, such as being locked out of your apartment, the court will issue a temporary order. This order will be served on your landlord and they will be required to follow it. If they do disagree, they can ask for an expedited hearing and one will be scheduled within 5 days. This becomes the final hearing, at which, both sides can tell their version of events. Until the final hearing, however, the landlord must follow the order.

THE STATE OF NEW HAMPSHIRE

JUDICIAL BRANCH

<http://www.courts.state.nh.us>

Court Name: _____

Case Name: _____

Case Number: _____
(if known)

PETITION UNDER RSA 540-A:4

Plaintiff's Name V. Defendant's Name

Street Address Street Address

City/Town City/Town

I complain that I am in immediate threat of irreparable harm because:

- ☐ My landlord willfully caused my utility service ☐ water ☐ gas ☐ electric to be shut off without prior permission from the court.
- ☐ My landlord willfully locked me out of my apartment without prior permission from the Court.
- ☐ My landlord willfully seized my personal belongings without prior permission from the Court.
- ☐ My landlord is entering my apartment without my permission.
- ☐ My landlord willfully refuses to investigate my report of an infestation of insects, including bed bugs or rodents, in my leased premises and it has been more than seven days since my landlord has received notification of the infestation.
- ☐ My landlord willfully refuses to take reasonable measures to remediate an infestation of insects, including bed bugs or rodents, in my leased premises.
- ☐ My tenant refuses to permit me to enter the apartment to make necessary repairs to the premises.
- ☐ My tenant refuses to permit me to enter the apartment to evaluate whether bed bugs are present as I have received notice that bed bugs are present in a dwelling unit adjacent to the premises or a dwelling unit directly above or below the premises. I have provided 48 hours written notice to the tenant; however the tenant refuses to permit me to enter.
- ☐ My tenant refuses to comply with reasonable written instructions to prepare the dwelling unit for remediation of an infestation of insects or rodents, including bed bugs. Instructions were given to an adult member of the tenant household and were given at least 72 hours prior to remediation.
- ☐ My tenant is willfully damaging my property.
- ☐ OTHER: _____

This occurred on _____ and continues through this day.

The defendant is my ☐ landlord ☐ tenant.

I RESPECTFULLY REQUEST THAT THE COURT ISSUE THE FOLLOWING TEMPORARY ORDERS

- ☐ Find that I am in immediate threat of irreparable harm due to the actions of the defendant set forth above.
- ☐ Order the landlord to immediately restore all of my utility services.
- ☐ Order the landlord to immediately allow me full access to the premises, which I rent.
- ☐ Order the landlord to immediately investigate my report of an infestation of insects, including bed bugs or rodents.
- ☐ Order the landlord to immediately take reasonable measures to remediate an infestation of insects, including bed bugs or rodents.
- ☐ Order the landlord to immediately return all of my personal property.

Case Name: _____

Case Number: _____

PETITION UNDER RSA 540-A:4

- ☐ Restrain the landlord from entering the property that I am renting from the landlord without my permission; except to make emergency repairs to include the formulation of a plan for remediation of, or to engage in emergency remediation of, an infestation of insects, including bed bugs or rodents.
- ☐ Order the tenant to allow me reasonable access to the property I am renting to the tenant in order to make emergency repairs to the property.
- ☐ Order the tenant to allow me reasonable access to the property I am renting to the tenant in order to evaluate whether bed bugs are present as I have received notice that bed bugs are present in a dwelling unit adjacent to the premises or a dwelling unit directly above or below the premises.
- ☐ Order the tenant to comply with reasonable written instructions to prepare the dwelling unit for remediation of an infestation of insects or rodents, including bed bugs.
- ☐ Restrain the tenant from further damaging the rented premises.
- ☐ OTHER: _____

I RESPECTFULLY REQUEST THESE ADDITIONAL FINAL ORDERS

- ☐ Find that my landlord willfully shut off my utility ☐ water ☐ gas ☐ electric service without prior permission from the court.
- ☐ Find that my landlord willfully locked me out of my apartment without prior permission from the Court.
- ☐ Find that my landlord willfully seized my personal belongings without prior permission from the Court.
- ☐ Find that my landlord is entering my apartment without my permission.
- ☐ Find that my landlord deprived me of quiet enjoyment of my property.
- ☐ Find that my landlord willfully attempted to evict me without legal process.
- ☐ Find that my landlord willfully refused to investigate my report of an infestation of insects, including bed bugs or rodents.
- ☐ Find that my landlord willfully failed to immediately take reasonable measures to remediate an infestation of insects, including bed bugs or rodents.
- ☐ Find that my tenant refuses to permit me to enter the premises to make necessary repairs.
- ☐ Find that my tenant refuses to permit me to enter the premises to evaluate whether bed bugs are present as I have received notice that bed bugs are present in a dwelling unit adjacent to the premises or a dwelling unit directly above or below the premises.
- ☐ Find that my tenant is willfully refusing to comply with reasonable written instructions to prepare the dwelling unit for remediation of an infestation of insects or rodents, including bed bugs.
- ☐ Find that my tenant is willfully damaging my property.
- ☐ Award damages to me in the amount of \$ _____
- ☐ Award me reasonable attorney's fees.
- ☐ OTHER: _____

Date _____ Plaintiff's Signature _____

Subscribed and sworn to by Plaintiff, before me,

Date _____ Justice of the Peace / Notary Public _____

Petition is: ☐ Granted ☐ Denied for the following reason(s): _____

Date _____ Signature of Judge _____

Printed Name of Judge _____

Tips for filling out the petition

Be sure to use the correct name and address of the building's owner. If you are not sure you can go to the local Tax Assessor's Office. If the owner lives out of state or you do not know their name or address, you can get their information (or their agents) from the local Tax Assessors Office, Building Department or Code Enforcement office. If you do not know where yours is, you can search for it at the link [here](#). If a property manager is the problem, you can name the manager as a defendant along with the owner.

Check the box next to each kind of order that you need. In addition to any orders you need right away, you may ask for final orders, including money damages, and that the defendant pay for service and filing fees. If you want to ask for damages, you should check that box now even if you don't know an amount now. If you do not check this box now, it may be difficult to ask at the final hearing. The law allows the judge to award damages of \$1000 at the time the petition is filed and more damages may be awarded if violations continue to occur after the petition is filed.

CHAPTER 358-A:10 PRIVATE ACTIONS

REGULATION OF BUSINESS PRACTICES FOR CONSUMER PROTECTION

I. Any person injured by another's use of any method, act or practice declared unlawful under this chapter may bring an action for damages and for such equitable relief, including an injunction, as the court deems necessary and proper. If the court finds for the plaintiff, recovery shall be in the amount of actual damages or \$1,000, whichever is greater. If the court finds that the use of the method of competition or the act or practice was a willful or knowing violation of this chapter, it shall award as much as 3 times, but not less than 2 times, such amount. In addition, a prevailing plaintiff shall be awarded the costs of the suit and reasonable attorney's fees, as determined by the court. Any attempted waiver of the right to the damages set forth in this paragraph shall be void and unenforceable. Injunctive relief shall be available to private individuals under this chapter without bond, subject to the discretion of the court.

Eviction Process Timeline

Step 1 The Written Eviction Notice

Step 2 The Landlord & Tenant Writ

Step 3 The Appearance Form

Step 4 The Notice of Hearing

Step 5 Raising Defenses at the Hearing

Step 6 The Writ of Possession

Step 7 Asking for a Discretionary Stay

Step 8 Filing Notice of Intent to Appeal

Your landlord must begin the lawful eviction process by serving you with a written notice that tells you to leave. A verbal order to leave from your landlord doesn't count. The notice must be in writing. Your landlord can have anyone serve the eviction notice and it can be handed to you or left on or near your door. Most tenants are entitled to a hearing where they get a chance to defend themselves before a judge.

A landlord must get the judge's permission before the tenant has to leave.

540:13-a Defense to Retaliation

Except in cases in which the tenant owes the landlord the equivalent of one week's rent or more, it shall be a defense to any possessory action, as to residential property, that such possessory action was in retaliation for the tenant:

- I.** Reporting a violation or reporting in good faith what the tenant reasonably believes to be a violation of RSA 540-A or an unreasonable and substantial violation of a regulation or housing code to the landlord or any board, agency or authority having powers of inspection, regulation or enforcement as to the reasonable fitness of said residential property for health or safety;
- II.** Initiating an action in good faith pursuant to RSA 540-A or availing himself of the procedures of RSA 540:13-d; or
- III.** Meeting or gathering with other tenants for any lawful purpose.

Tenant Training and Organizing

Please have all attending Print, Sign and Date for Record of Attendance,

1. _____

2. _____

3. _____

4. _____

Address _____

Complaint _____

SELF-REPRESENTATION (PRO-SE)

Self-representation carries certain responsibilities and risks that pro se parties should be aware of before they file a case. Individuals who are considering representing themselves are encouraged to carefully review the risks associated with self-representation and to educate themselves regarding potential consequences. ***Even if you would like to represent yourself, it may help to talk to an attorney who can explain some of the risks applicable to your particular case.***

[PRO-SE GUIDE 2017](#)

NEW HAMPSHIRE DISTRICT COURT

New Orders on Court Operations, In-Court Hearings and Out-of Court Hearings in Response to Coronavirus Disease 2019(COVID-19)

The United States District Court for the District of New Hampshire has entered new Standing Orders regarding court operations [\(20-5\)](#) and as well as procedures governing any in-court hearings [\(20-6\)](#) and out-of court videoconference and telephonic hearings [\(20-7\)](#) scheduled before April 13, 2020. Additionally, the court has issued an order authorizing audio and video conference hearings in criminal cases as permitted by the CARES Act [\(20-12\)](#).

For more information on court operations, please visit the court's [COVID-19 webpage](#).

<http://www.nhd.uscourts.gov/>

IF YOU WOULD PREFER TO HAVE AN ATTORNEY REPRESENT YOU BUT YOU ARE UNABLE TO RETAIN ONE, YOU SHOULD CONSIDER CONTACTING THE FOLLOWING SERVICES FOR FREE OR LOW-COST LEGAL ASSISTANCE:

NH Modest Means Legal Program (603) 715-3290

Legal Advice and Referral Center (800) 639-5290 • (603) 224-3333

New Hampshire Legal Assistance (603) 224-4107

Pro Bono Referral Program (603) 224-6942

Disabilities Rights Center Inc. (603) 228-0432 • (800) 834-1721

ADDITIONAL RESOURCES FOR HOUSING ASSISTANCE

The Front Door Agency , *Nashua* **603-886-2866**

The Way Home, *Manchester* **603-627-3491**

New Hampshire Catholic Charities **603-624-4717**

Rental support for immigrants regardless of status **603-682-1921**

To locate your Community Action Agency **211** or **866-444-4211**

To locate your local Town/City Welfare office **211** or **866-444-4211**

Information on avoiding mortgage foreclosure call **866-444-4211**