

C. Commercial Evictions.

1. During the Effective Period of this Section, as defined in Subsection (B)(1) above:
 - a. Restriction on Commercial Evictions. Commercial Landlords shall not, for reason of late payment or nonpayment caused by the COVID-19 pandemic, perform a self-help eviction of a Commercial Tenant, require Commercial Tenants to vacate their facilities, terminate any Commercial Tenant's lease, or take any action, judicial or otherwise, to terminate a Commercial Tenant's possession.
 - b. This restriction on commercial evictions shall apply only if one or both of the following conditions are met:
 - i. The landlord is aware that the Commercial Tenant's late payment or nonpayment is caused by the COVID-19 pandemic; or
 - ii. The Commercial Tenant provides the landlord with documentation or other evidence that the late payment or nonpayment is caused by the COVID-19 pandemic.
 2. Duty to Inquire. During the Effective Period of this Section, before performing a self-help eviction of a Commercial Tenant, terminating any Commercial Tenant's lease, or taking any action to terminate a Commercial Tenant's possession for reason of late payment or nonpayment, Commercial Landlords shall inquire whether the late payment or nonpayment is caused by the COVID-19 pandemic and give the Commercial Tenant seventy-two (72) hours to respond. If the landlord does not comply with the provisions of this Subsection (C)(2), the landlord's action is voidable by the tenant.
 3. Late Fees and Penalties. Commercial Landlords shall not assess upon their Commercial Tenants interest, late fees, or other penalties for late payment or nonpayment of rent due during the Effective Period. If a Commercial Tenant had existing interest, fees, or other penalties when this Executive Order came into effect, all accumulation of additional interest, fees, or other penalties is paused during the Effective Period.
 4. Extra Time to Pay Off Rent Due in the Effective Period. Commercial Tenants shall be provided the opportunity to make reasonable payment arrangements to pay off, over at least a six (6) month period, any rent that became due in the Effective Period and was not paid during the Effective Period. No interest, late fees or other penalties shall be charged on these arrearages. The six-month payoff period shall be calculated from the expiration of the Effective Period.
- D. Rent Remains Due. Except for the interest, late fees and penalties expressly waived above, nothing in this Executive Order shall be construed as waiving tenants' obligation to pay rent or perform any other obligations which an individual may have under a tenancy.
- E. Evictions for Other Reasons. Nothing in this Executive Order affects evictions for reasons other than late payment or nonpayment. However, all landlords are strongly encouraged to work with tenants to the best of their abilities to avoid evictions in light of the COVID-19 State of Emergency.
- F. Payment Assistance. NCDHHS shall publicize payment assistance programs to aid landlords and tenants in the payment of their bills.
- G. Foreclosure Proceedings. The undersigned strongly encourages all lenders to work with property owners to the best of their abilities to provide loan payment flexibility that enables property owners to avoid foreclosures, in light of the COVID-19 State of Emergency.