

Research Protocol for State/Territory Eviction Laws

Prepared by the Policy Surveillance Program Staff
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RESEARCH PROTOCOL

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State/Territory Eviction Laws

I. Date of Protocol: Last updated on July 13, 2021.

II. Scope: This cross-sectional dataset includes questions on the reasons dictated by the law for which a landlord may evict, details of the legal process required to evict a tenant, circumstances in which a landlord must accept a tenant's attempt to cure a violation, notice requirements, and post-judgment proceedings. This dataset includes statutes, regulations and court rules for 59 United States jurisdictions — the 50 U.S. states, the District of Columbia, and eight U.S. territories. This dataset was created in collaboration with the Legal Services Corporation (LSC), an independent nonprofit established by Congress in 1974 to fund civil legal aid for low-income Americans. The data is part of The Effect of State & Local Laws on Evictions Study, a congressionally funded study by LSC that analyzes the unmet legal needs involving eviction. For more information about LSC's study, please visit <https://lsc.gov/initiatives/effect-state-local-laws-evictions>.

III. Primary Data Collection

a. Project dates: October 2020 – June 2021.

b. Dates covered in the dataset: This is a cross-sectional dataset capturing the state of the law in each jurisdiction included in this study as of January 1, 2021. When the effective date of a law could not be located, January 1st of the year following the year in which the law was passed or last amended was used as the effective date.

c. Data Collection Methods: The research team ("Team") consisted of four legal researchers ("Researchers") and one supervisor ("Supervisor"). Researchers conducted background research using secondary sources regarding eviction laws. The Researchers used Westlaw Next to identify which of the 59 jurisdictions studied have laws regulating evictions. Laws regulating the eviction process, in full or in part, were identified in 56 of the 59 jurisdictions.

d. Databases Used: Research was conducted using LexisNexis, WestlawNext, and state/territory legislature websites.

- i. Full text versions of the laws were collected from each respective state/territory legislature website.
- ii. Google was used to provide additional secondary sources, particularly those related to landlord/tenant court regulations and fees.

e. Search Terms:

- i. Keyword searches:
 - a. Eviction

- b. Unlawful detainer
- c. Mobile home
- d. Housing discrimination
- e. Filing fee
- f. Landlord tenant
- g. Fair housing
- h. Wrongful detainer
- ii. Keyword searches were supplemented by reviewing surrounding laws. The Researchers also recorded effective dates for the most recent versions of the laws.
- iii. Once all of the relevant laws were identified for a jurisdiction, a Master Sheet was created for each jurisdiction. The Master Sheet includes the most recent legislative history and the effective date for each law.
- iv. All jurisdictions were redundantly researched to confirm that all relevant laws were being collected by the researchers.
- v. Divergences, or differences between the original research and the redundant research, were reviewed by the Supervisor and resolved by the Team.

f. Initial Returns and Additional Inclusion or Exclusion Criteria:

- i. **The following were included in the state/territory eviction laws dataset:**
 - a. Statutes, regulations, and court rules regulating evictions.
 - b. Statutes, regulations, and court rules governing civil procedure relevant to the eviction process.
 - c. Fair housing laws as a basis for coding unlawful reasons for eviction.
 - d. Laws that provided a basis to code an affirmative “No” answer to “Does the law allow a landlord to include a lease provision whereby a tenant waives their right to notice?” (e.g., laws that prohibit rental leases from including terms that waive any protected tenant rights or remedies covered in the landlord-tenant law, if the right to notice is one of those set forth in the law).
 - e. Laws or state/territory executive orders related to COVID-19 that suspend or amend a provision of an existing eviction law that is in scope.
 - f. Laws regulating evictions from mobile homes, manufactured homes, or floating homes, and laws regulating landlords with minimal rental properties, were included only as needed to answer questions 2, 2.1, 2.2, and 24. For the other questions in the dataset, laws regulating a specific type of landlord were out of scope.
 - g. Provisions that only apply to subsidized housing, if they are within laws that apply to housing in general and are otherwise in scope.
 - h. Tenancies at will where the law provides that a tenancy at will cannot arise or be created without an express contract (e.g., Indiana).
 - i. Tenancies at will that include month-to-month tenancies (e.g., Idaho, Michigan, Minnesota, Georgia). Secondary sources were used where necessary to help determine whether or not tenancies at will include month-to-month tenancies.

ii. The following were excluded from the dataset:

- a. Case law, unless it directly impacts a statute or regulation that was in scope.
- b. Court orders.
- c. Evictions specifically related to commercial property or farmland.
- d. Laws regulating the enforcement of eviction procedures.
- e. Laws regulating landlords in the following settings: residence in a prison, medical facilities, transient occupancy in a hotel, a landlord employee whose occupancy is contingent on his job, residence at a shelter; rooming houses; lodging houses.
- f. Laws governing the landlord-tenant relationship that are not related to eviction or the eviction process, unless they address fees that can be charged for late rent, or required notice around the termination of a tenancy.
- g. Laws specifically related to eviction of RVs.
- h. Laws regulating evictions from mobile homes, manufactured homes, or floating homes, and laws regulating landlords with minimal rental properties, are out of scope, except as needed to answer questions 2, 2.1, 2.2, and 24.
- i. Laws regulating evictions from single rooms within the property owner's home.
- j. COVID-19-related provisions unless they suspend or amend an existing eviction law that is in scope.
- k. Laws that apply only to federal employees (e.g., Del. Code tit. 6, § 2507E).
- l. Laws regulating tenancies where the tenant does not pay rent.
- m. Laws only regulating week-to-week tenancies.
- n. Laws only regulating tenancies with a duration of less than one month.
- o. Laws only regulating tenancies with a duration of 20 years or more.
- p. Laws addressing mediation in a civil action generally, without a specific reference to an eviction, housing, or landlord-tenant action.
- q. Laws regulating drug & alcohol-free housing (requiring at least one tenant in each unit to be participating in a drug or alcohol recovery program) (e.g., Wash. Rev. Code § 59.18.550).
- r. Filing fees listed on court websites or any other source, if they could not be located in a statute, regulation, or court rule.
- s. Laws, and any provision in a law, that only apply to local jurisdictions, with the exception of Tennessee laws. In Tennessee, the Uniform Residential Landlord and Tenant Act (Tenn. Code § 66-28-102 et. seq.) only applies to counties with a population of more than 75,000; Tenn. Code § 66-7-109 contains eviction procedures for all other counties. Both sets of laws were included in this dataset.
- t. Laws that, in their entirety, apply only to subsidized housing, which includes but is not limited to public housing units.
- u. Provisions regulating rental to seasonal tenants.
- v. Provisions regulating evictions from land greater than 5 acres.
- w. General civil procedure laws or rules regarding the computation of time.

- x. Tenancies without a lease. When necessary, the determination of whether a law regulated a tenancy without a lease was made in part by consulting a secondary source (e.g., this source for Maine: <https://www.ptla.org/rights-maine-renters-eviction#:~:text=Your%20landlord%20must%20give%20you,a%20%22Notice%20to%20Quit.%22>).
- y. Housing operated by or under the rules of a government unit.
- z. Provisions regulating the eviction of tenants who abandon their rental home.

IV. Coding

- a. **Development of Coding Scheme:** The Team collaborated with LSC to determine the focus of the research and the key questions to be coded. The Researchers also conducted background research on eviction laws in the United States and reviewed secondary sources on the topic. The Researchers conceptualized coding questions, then circulated them for review by the Supervisor, LSC, and subject matter experts who were members of the Advisory Board for LSC's eviction study. When the questions were finalized, the Team entered the questions into MonQcle, a web-based software-coding platform. The Team then used the developed question set with the collected law to select answers from the response set.
- b. **Coding methods:** Researchers coded responses based on objective, measurable aspects of the law. Caution notes were provided to explain any unique regulations and/or where the law was unclear.

General coding conventions:

- If a question was temporarily affected by an executive order or uncoded law related to COVID-19, or was temporarily affected by a codified COVID-related law but the existing non-COVID related law remained effective on January 1, 2021, the non-COVID requirement in the existing statute, rather than the COVID-19 provision, was coded. A caution note was included with the details of how the COVID-19 law affected the coding response.
- If a question was temporarily affected by a COVID-related statute or amendment that was incorporated into an existing statute, which was effective on January 1, 2021, and the permanent provisions were not effective on January 1, 2021, the requirement in the amended statute (the COVID-related provision) was coded and a caution note was included explaining the permanent requirement.
- If a general landlord-tenant provision conflicted with a residential landlord-tenant provision, coding was based on the residential provision.
- If an eviction-specific law was silent on a question, coding was based on the general civil procedure law or rule that addressed the question.
- If an eviction-specific law that answered a coding question was inconsistent with a general civil procedure law, coding was based on the eviction-specific law.
- For all binary (Yes/No) questions, "No" was coded without a citation where the law was silent on the issue. Where the answer was an affirmative no, "No" was coded with a citation.

- Some jurisdictions have multiple types of eviction proceedings. In those jurisdictions, check-all-that-apply questions were generally coded based on all of the proceedings, and a caution note was included to explain any differences in requirements. However, for Question 20 in Vermont, the requirement for evictions in general was coded, and a caution note was included explaining the requirement for evictions involving leases that prohibit subleasing. See the question-specific coding conventions below for additional coding details regarding jurisdictions with multiple types of eviction proceedings.

Question-specific coding conventions:

Below is an explanation of the rules used when coding specific questions and answer choices. Note, only responses that require an explanation of the legal text used to code are listed. Other responses not requiring an explanation are not included here, but are included in the final dataset.

- **Question 2: Does the law specify the type(s) of landlord(s) regulated?**
 - “Yes” was coded if there is at least one provision in-scope that regulates a specific type of landlord.
 - “No” was coded when there are no provisions in scope that differentiate between two or more types of landlords.
 - For mobile/manufactured home landlords, we cited to the definition of mobile/manufactured home or mobile/manufactured home park owner, if there was such a definition; otherwise we cited to the substantive mobile/manufactured home provision that would answer the most questions in this dataset.
- **Question 2.1: What type(s) of landlord(s) does state/territory eviction law explicitly regulate?**
 - “Landlords with minimal rental properties” includes: landlords who own five or fewer single family homes; landlords who own three or less homes or rental properties; and owners of three or less condominium or cooperative units.
 - When the law regulated the disposal of a mobile/manufactured home after a writ of possession is issued for property on which a tenant placed a mobile or manufactured home, “Mobile/manufactured home landlords” was coded.
 - For mobile/manufactured home landlords, we cited to the definition of mobile/manufactured home or mobile/manufactured home park owner, if there was such a definition; otherwise we cited to the substantive mobile/manufactured home provision that would answer the most questions in this dataset.
- **Question 2.2: Does the jurisdiction have separate legal provisions for different types of landlords?**

- For mobile/manufactured home landlords, we cited to the substantive mobile/manufactured home provision that would answer the most questions in this dataset.
- **Question 3.1: What is the maximum amount that can be charged as a fee for late rent?**
 - Late fees that applied in situations where rent is paid weekly were scoped out for this question.
 - Where the law allowed either of two options for the maximum late fee (e.g., 10 percent of periodic rent or 10 percent of remaining balance due) both options were coded.
 - Where the law specified the maximum late fee as a daily amount with a monthly maximum (e.g., \$12/day or a total amount of \$60/month), the monthly maximum was coded, and a caution note was included with the details about the daily amount.
 - Where the law specified different maximum late fees dependent on the amount of monthly rent (e.g., Iowa), both fees were coded with a caution note explaining the details.
 - Where the law allowed the lesser of two options for the maximum late fee, and where the law allowed the greater of two options, both options were coded with a caution note explaining the details.
- **Question 4: For what cause may a landlord evict a tenant?**
 - The following causes were scoped out: failing to vacate a unit after the tenant terminated the lease due to domestic violence; “any legitimate business or economic reason;” “any reason not prohibited by law and proved not retaliatory;” high radon levels; the need for lead hazard abatement; failure of a tenant to prepare for rodent or insect remediation; situations where the residential premises are located within a certain distance of school or other child care premises, and the tenant’s name appears on the state/territory registry of sex offenders; nonpayment of utilities; nonpayment of taxes; and if the tenant was adjudicated bankrupt.
 - Contracts for the rental of land were scoped out (e.g., in North Carolina).
 - Where the law allowed a landlord to bring a court action for any remedy appropriate against a tenant for noncompliance with an obligation, the bases for that action was coded in this question (e.g., Ind. Code § 32-31-7-7).
 - “Breach” was coded when there was a reference to breach or breaking the lease, the rental agreement, or a landlord’s rule.
 - “Material breach” was coded when the law specifically used that term or referred to a substantial violation of the lease, or referred to material noncompliance with the lease, or indicated that the breach was one that materially affects health, safety or welfare.
 - When the law referred to noncompliance with statutory obligations that materially affects health, safety, etc. that was coded as “Statutory tenant obligations” (not coded as Material breach).
 - “Criminal activity” was coded where the law authorized eviction based on: criminal or illegal activity generally; committing a specific crime or illegal act; the use, possession, or sale of controlled substances; an unlawful

action causing serious physical harm to another person; or criminal nuisance.

- If the law referred to criminal nuisance, “Criminal activity” was coded, and “Nuisance activity” was not.
- When the law allowed eviction for criminal activity that threatens the health, safety, or peaceful enjoyment of others, “Criminal activity” was coded, and “Endangering another person” was not coded.
- “Nuisance activity” was coded where the law allowed a landlord to evict a tenant for: maintaining, committing, or permitting the maintenance or commission of a nuisance; conduct that disturbs a neighbor’s or another tenant’s peaceful enjoyment of their premises; causing a serious health hazard to exist on the property; or for misuse of property.
- “Statutory tenant obligations” was coded when the law specifically stated that eviction can occur based on a violation of a particular statute that lists tenant duties or obligations. This answer choice was coded regardless of whether or not the statutory provision had to do with repairs or maintenance of the property. This answer choice was also coded where the law authorized eviction of a tenant for violating a statute that prohibited tenants from engaging in certain actions (e.g., subletting their home without permission).
- If a tenant may be evicted for violation of a statute that explicitly prohibits tenants from engaging in criminal activity, both “Statutory tenant obligations” and “Criminal activity” were coded.
- “Removal of unit from market” was coded where the law allowed a tenant to be evicted based on: the landlord selling the property; demolition, rehabilitation, or a change in use of the premises; repairs that would require the tenant to lose access to the property; a change to a policy of excluding children; or conversion of a rental property to a condominium, cooperative, or other form of ownership arrangement.
- “Endangering property” was coded when the law explicitly used that language, or where the law referred to: a situation that could result in damage to the property; or a pet capable of causing damage to persons or property.
- “Substantial damage to property” was coded when damage to the property was grounds for eviction.
- “Endangering another person” was coded where the law allowed eviction of a tenant if: their behavior or the behavior of members of their family adversely affects the health or safety of other tenants, or the landlord or their representatives; the tenant or a guest are a perpetrator of violence; or the presence of a domestic violence offender at the tenant’s premises results in violent disturbances that pose a threat to the safety of other residents. This response was not coded if the law only explicitly authorized eviction if the behavior endangering another person was criminal behavior; in those circumstances “Criminal activity” was coded.
- “Waste” was only coded where the law explicitly used that word as a reason for which a tenant could be evicted.
- “Refusal of new lease terms” was coded where the law allowed a tenant to be evicted if they: refused to sign a lease extension; refused to agree

- to a fair rent increase; or refused to agree to lease changes at the time of renewal.
 - “Committing domestic violence” was coded when the law allowed a tenant to be evicted if they are a domestic violence offender, or if they endanger another tenant and are subject to a protective order or criminal complaint for domestic abuse.
- **Question 5: Does the law require that landlords have a just cause to terminate a tenancy at the end of a lease term?**
 - “Yes” was coded when the law requires a landlord to have a good cause to terminate a tenancy at the end of the lease term.
 - “Yes” was coded when the law prohibits no fault evictions.
 - “No” was coded when the law only requires landlords to have just cause to evict a tenant living in a property that is in foreclosure.
 - “No” was coded where the law broadly allowed eviction at the end of a lease term unless a landlord renewed the lease.
- **Question 6: For which cause must a landlord accept a tenant’s attempt to cure?**
 - For this question, opportunities to cure before an eviction action is filed were coded. Opportunities to cure after an eviction action is filed in court were out of scope for this question, as they are captured in question 22 or 35.
 - For this question we scoped out nonpayment of utilities and nonpayment of taxes.
 - Where the law stated that a tenant could cure within a particular time period referenced in a notice, those responses were coded here without a caution note.
 - Where the law provided that a landlord’s acceptance of rent waives their right to terminate the rental agreement for nonpayment, without any reference to the filing of an eviction action or the eviction process, “Nonpayment of rent” was coded.
 - If one of the answer choices is qualified in some way (e.g., material breach not affecting health and safety), a caution note was included to capture that detail.
 - If statutory tenant obligations includes more than just maintenance issues, but the cure only applies to violations that can be remedied by repair, cleaning, etc., then a caution note was included here explaining that detail.
 - Where the law only allowed a tenant to cure a breach if the breached condition of the lease could be performed after the cure (i.e., remedial breach), “Breach” was coded and that detail was included in a caution note (e.g., Idaho).
- **Question 7: What remedies are available to a tenant who is unlawfully evicted?**
 - The following were out of scope for this question if they were not explicitly addressed in relation to eviction: remedies for a landlord’s breach, failure

- to provide utility or other services, failure to install smoke detectors; and any other appropriate legal or equitable relief.
 - When different remedies are available depending on the type of unlawful eviction, each remedy was coded and a caution note was included to explain the differences in remedies.
 - “Damages” was coded where a monetary penalty was calculated as a multiplier of the monthly rent (e.g., South Carolina). This answer choice was also coded for any monetary penalty that was to be paid to the tenant, regardless of how the law referred to it (e.g., damages, penalty, civil penalty).
 - “Injunctive relief” was coded when a tenant was allowed to terminate their lease early as a remedy, or when a tenant could recover possession of the property.
- **Question 8: Does a landlord waive their right to evict for nonpayment of rent by accepting partial payment of rent?**
 - “No” was coded where the law explicitly indicates that the landlord does not waive the right to evict by accepting partial payment.
 - Where the law provides that a landlord waives their right to evict based on accepting rent payment, but is silent about whether acceptance of full or partial payment is required for the waiver, “No” was coded with a caution note explaining the requirement.
 - “Waiver not specified” was coded where the law does not address the issue of whether or not a landlord’s acceptance of any rent payment waives the right to evict.
- **Question 9: On what basis is it unlawful to evict a tenant under state/territory law?**
 - The scope of this question is limited to protections against discriminatory evictions.
 - For this question we scoped out: exceptions to laws prohibiting housing discrimination; provisions that explicitly regulated obtaining housing (without a reference to eviction or otherwise denying housing); and provisions making retaliatory evictions unlawful. Provisions regarding the following were also scoped out: human trafficking; elder abuse; genetic information; civil union status; testifying at a code violation hearing; being a member of a tenant's organization association; victims of a crime; and matriculation.
 - “Multiple protected classes under the federal Fair Housing Act” was coded when the law prohibits eviction based on two or more of the federally protected classes under the Fair Housing Act (42 U.S.C. §§ 3601-19): race, color, religion, national origin, sex, disability, and familial status. This answer choice was coded if there was a law prohibiting housing discrimination generally, even if it did not explicitly address eviction. This answer choice was also coded where the law prohibited housing discrimination based on the following: HIV status, AIDS status, use of medical cannabis, pregnancy, gender, or blindness.

- Where it is unlawful to evict a tenant because they experienced abuse, sexual assault, or stalking – without an explicit reference to domestic violence – “Tenant experienced domestic violence” was coded.
 - Where “Tenant experienced domestic violence” was coded and the law specified criteria that had to be met in order for a tenant to be protected from eviction because they experienced domestic violence, those criteria were included in a caution note.
 - When the law prohibited housing discrimination based on affectional or sexual orientation, “Sexual orientation” was coded.
 - Where law prohibits housing discrimination based on gender expression, “Gender identity” was coded.
 - “Source of income” was coded where the law prohibited housing discrimination based on the type of income a person receives, status with regard to public assistance, or having a housing voucher.
 - Where the law prohibited housing discrimination based on spousal affiliation, “Marital status” was coded.
 - “Military status” was coded where it is unlawful to evict based on either military status or veteran status.
 - “Creed” was coded only where the law explicitly used that word, including prohibiting housing discrimination based on religious creed.
 - Where the law prohibited rental agreements from including a provision allowing a landlord to evict a tenant because they contacted law enforcement services, health services, or safety services, “Calls for emergency assistance” was coded.
 - When the law prohibited a landlord from evicting a tenant based on calls for emergency assistance specifically because of domestic violence, “Calls for emergency assistance” was coded, and “Tenant experienced domestic violence” was not coded. A caution note was included indicating that calls for emergency assistance were only an unlawful basis for eviction if made in relation to a domestic violence incident.
 - “Physical characteristics” was coded where the law prohibited housing discrimination based on personal appearance.
- **Question 10: What protection, if any, does the law offer for tenants when the landlord wants to sell the property?**
- The scope of this question is limited to provisions explicitly addressing the sale of a property.
 - Protections related to changes in land use, when not explicitly connected to the sale of property (e.g. Alaska Stat. §34.03.225(a)(4)), were out of scope for this question.
 - Remedies that are available for a landlord’s noncompliance with protections for tenants when the property is being sold were out of scope.
 - Provisions providing protections only when the sale of the property is in the context of a conversion to a condominium or cooperative arrangement were in scope for this question, and a caution note was included to indicate that the protection only applied in those situations.
 - Where the notice required in situations when a landlord wants to sell the property was longer than the notice required for some types of evictions

- but shorter than others, “Extended notices” was coded and a caution note was included to explain the details.
- “Assistance with relocation costs” was coded when the law required a tenant to be given notice of the possibility of relocation assistance, or where the law referenced the availability of housing assistance payments.
 - Where the law prohibited a tenant from being evicted within a certain time period, except for specific reasons, “Just cause for eviction” was coded.
 - “Continuing landlord’s lease obligation” was coded where the law: allowed a tenant to remain in the rental property until the end of the lease; allowed a tenant to remain in the rental property after ownership transferred to the new owner; provided that a tenant had an option to enter a lease of five years’ duration; or stated that the new owner was liable for all obligations under the rental agreement.
- **Question 11: What protection, if any, does the law offer for tenants residing in property that goes into foreclosure?**
- For this question, only protections that exist for tenants residing in a property that goes into foreclosure, and do not exist for other tenants, were coded.
 - For this question, residential mortgage foreclosure freezes due to COVID-19 were not coded.
 - The following were out of scope for this question: protections for prospective tenants; remedies for noncompliance with a notice requirement regarding tenants in a property in foreclosure; monetary incentives to encourage a tenant to vacate sooner than required; requirements a landlord must meet to enter a new lease agreement if their property is in foreclosure; early termination of a rental agreement by a tenant.
 - Where the termination notice required for a property that is in foreclosure was longer than the notice required for some types of evictions but shorter than others, “Extended notices” was coded and a caution note was included to explain the details. However, where the termination notice required for a property that is in foreclosure was longer than only one of several notice requirements, “Extended notices” was not coded.
 - When the law required that a tenant be given notice of a foreclosure judgment, and prohibited eviction until after a redemption period expired, “Extended notices” was coded.
 - “Continuing landlord’s lease obligation” was coded where the law provided that: all rights and obligations under the lease survive foreclosure; a tenant could remain in the rental property until the end of the lease; or a tenant had a right to remain in their home after the foreclosure.
- **Question 12: Does the law require the landlord to give the tenant notice to vacate the property prior to terminating a tenancy?**
- The scope of this question is limited to advance notice that must be given to a tenant before a landlord terminates the tenancy.

- Where there was no provision in the law specifically addressing notice requirements for terminating a tenancy based on nonpayment of rent, and there was a law that required notice for terminating a tenancy based generally on a tenant's violation of an obligation, both "Yes, for evictions for nonpayment of rent" and "Yes, for evictions for reasons other than nonpayment of rent" were coded.
 - "Yes, for evictions for reasons other than nonpayment of rent" was coded where the law required a landlord to give a tenant notice prior to terminating the tenancy for any reason other than nonpayment of rent, including but not limited to the termination of a month-to-month or yearly lease.
 - When "Yes, for evictions for reasons other than nonpayment of rent" is coded and there are some reasons for eviction (other than nonpayment) for which notice is not required, this caution note was included: "See the caution note in question 12.2 for instances where notice is not required.").
- **Question 12.1: What is the minimum amount of notice a landlord must provide before terminating a tenancy for nonpayment?**
- The scope of this question is limited to advance notice that must be given to a tenant before a landlord terminates the tenancy.
 - Where there are different notice requirements depending on whether a tenant has a written lease or an oral lease, all requirements were coded, and a caution note was included explaining the different requirements.
 - When the law refers to giving notice, but does not specify the amount of time within which the notice must be provided (e.g., Georgia), "Minimum amount of notice not specified" was coded.
 - "Landlord not required to give notice" was coded when the law explicitly stated that no notice was required, or when the law did not explicitly mention a notice requirement.
- **Question 12.2: What is the minimum amount of notice a landlord must provide before terminating a tenancy for reasons other than nonpayment?**
- The scope of this question is limited to advance notice that must be given to a tenant before a landlord terminates the tenancy.
 - If there are different notice requirements based on the reason for eviction, each requirement was coded and a caution note was included to note the differences, including any reasons for eviction for which notice is not required.
 - Where the law required one month's notice to be given to a tenant before terminating a tenancy for reasons other than nonpayment, "30 days" was coded; where the law required three months' notice to be given to the tenant, "90 days" was coded; where the law required 6 months' notice to be given to the tenant "180 days" was coded.
- **Question 12.3: What is required to be in the notice?**
- For this question we scoped out requirements to notify a tenant of repercussions of repeated noncompliance within a certain time period.
 - Where the law requires the notice to contain the amount of time within which the tenant must pay rent, otherwise cure a breach, or deliver

- possession of the premises (e.g., the landlord demands rent payment or possession of the premises within 3 days from the date of the notice), “Date rental agreement will terminate” was coded.
- “How to cure” was coded only when the law provided instructions for what a tenant must do to cure a violation. For evictions based on nonpayment of rent, a requirement that the notice contain the amount owed was not sufficient on its own to code this answer choice.
 - “Information on rights” was coded where the law required the notice to contain information about: the right to relocation assistance; the right to contest the lease termination; the right to seek relief for unlawful evictions; the right to request a stay of execution; or the rights of senior citizens and tenants with disabilities.
 - “Information on rights” was not coded where the only information on rights required to be provided was information about legal services. That requirement was coded as “Information on legal services.”
- **Question 13. Does the law allow a landlord to include a lease provision whereby a tenant waives their right to notice?**
 - When the law indicated that a notice requirement could be fulfilled by including language in a lease stating if a tenant does not pay their rent within a certain number of days after the due date the landlord can start eviction proceedings, “Yes” was coded with a caution note explaining that nuance (e.g., South Carolina).
 - Where the law permits rental agreements whereby a tenant agrees to a shorter notice period than required by law, that detail was included in a caution note.
 - Where the law allows a landlord to waive notice in leases with a term of more than one year, and does not allow the waiver of notice in other leases, “Yes” was coded with a caution note explaining that detail.
 - **Question 14: Does the law specify a minimum number of days a tenant can be late on rent before the landlord can file an eviction action for nonpayment?**
 - “Yes” was coded where the law specified a minimum number of days that a tenant could be late on rent before a landlord may file an eviction action in court for nonpayment, including but not limited to the number of days’ notice a landlord must provide before terminating a tenancy (i.e., the time captured in question 12.1).
 - **Question 14.1: What is the minimum number of days a tenant can be late on rent before the landlord can file an eviction action for nonpayment?**
 - We coded the minimum number of days that a tenant could be late on rent before a landlord may file an eviction action in court for nonpayment, including but not limited to the number of days’ notice a landlord must provide before terminating a tenancy (i.e., the time captured in question 12.1).
 - **Question 15: What is the fee for filing an eviction action?**

- For this question generally applicable mandatory filing fees set forth in state/territory laws or court rules were coded. The responses coded may differ from filing fees that are actually charged, depending on the local jurisdiction in which the eviction action is filed.
 - We did not include in forma pauperis fees for this question. We also scoped out fees for serving documents.
 - If the law specified different fees based on different scenarios (e.g., fee is dependent on number of adults on the lease), that detail was included in a caution note.
 - Where there are different fees based on the court in which the action is filed, both fees were coded and a caution note was included to explain the difference.
 - Where there are different fees based on the reason for eviction, both fees were coded and a caution note was included to explain the difference.
 - When there are different fees based on the amount in controversy, we coded the fee for the lowest amount in controversy, and included a caution note indicating the other fees.
 - Where there is a different fee for a particular local jurisdiction, that fee was not coded, but a caution note was included to capture that detail.
 - All mandatory fees for filing an eviction action were coded for this question. Individual fees were added together to code the total fee where necessary (e.g., in South Carolina: \$20 filing fee + \$10 statutory assessment = \$30 total fee coded).
- **Question 16: In which court are eviction cases first heard?**
 - If the court differs depending on certain factors (i.e., amount in controversy or monthly rent), all courts were coded and a caution note was included to explain the different criteria that applied to each court.
 - Where the law referred to the court of a police justice of the village, a justice court, or a court of civil jurisdiction in a city, “Municipal court” was coded.
 - Where the law referred to parish court, “County court” was coded.
 - Where the law referred to a court of first instance of the judicial region, “District court” was coded.
 - Where the law referred to municipal housing court, “Housing court” was coded.
 - **Question 17: What are the primary methods of service that are permitted for an eviction action?**
 - This question was coded based on the primary methods of service permitted for a court action for possession of property (i.e., a complaint, summons, etc.).
 - A caution note was included where the method of service differs based on the reason for eviction.
 - Primary methods of service are defined as those methods that must be attempted before a secondary method is permitted.
 - Where multiple responses are coded (e.g., “Personal service” is coded and “Mail” is coded), the law allowed for primary service by either personal service or mail. Where a compound response is coded (e.g.,

- “Personal service and mail,”) the law required primary service to be by both personal service and mail.
 - “Mail” was coded where the law referred to priority mail, first class mail, or mail.
 - Where the law allows primary service via registered mail with a return receipt signed by the defendant, “Certified mail” was coded.
 - “Posting” was coded where the law required service by posting somewhere on the property, or by leaving the summons somewhere at the property (e.g., under the door).
 - Where the law allowed personal service to a tenant’s agent, “Personal service” was coded.
- **Question 18: What are the secondary methods of service that are permitted for an eviction action?**
 - Secondary methods of service are defined as those methods that may be used if the primary method is unsuccessful. When the law refers to alternate methods of service, without specifying that the alternate methods may only be used after another form of service is attempted, those methods are coded as primary (in question 17) rather than secondary methods.
 - This question captures any method of service that is not a primary method.
 - For this question we scoped out leaving the summons at a defendant’s place of employment.
 - Where multiple responses are coded (e.g., “Personal service” is coded and “Mail” is coded), the law allowed for secondary service by either personal service or mail. Where a compound response is coded (e.g., “Personal service and mail,”) the law required secondary service to be by both personal service and mail.
 - When the law allowed service by posting on the court’s legal notice website, “Publication” was coded.
 - “Posting” was coded where the law required service by posting somewhere on the property, or by leaving the summons somewhere at the property (e.g., under the door).
 - “Secondary methods of service not specified” was coded when the law does not specify any methods of service, or when the law specifies a primary method of service but no secondary option.
- **Question 19: Does the law require the tenant to respond to an eviction action before a hearing?**
 - For jurisdictions with multiple types of eviction proceedings, where the requirement for one type of proceeding was specified and one was not, the specified requirement was coded, and a caution note was included with details about which proceeding(s) the response applies to. Where there were different specified requirements for different types of proceedings, the requirement for the more general proceeding was coded, and a caution note was included explaining the details of the different requirements.

- “Yes” was coded where a tenant was required to respond to the filing of an eviction action, either in writing or in person, before the eviction hearing.
 - “No” was coded, without a citation, where the law is silent on the requirement for a tenant to respond before an eviction hearing. This includes situations where the law requires that a tenant file an answer if asserting a counterclaim, without requiring an answer for a tenant who is not asserting a counterclaim.
 - “No” was coded, with a citation, if there was a law that explicitly stated that a tenant is not required to respond to an eviction action before an eviction hearing.
- **Question 19.1.1: What is the result of forfeiting the eviction hearing due to tenant failure to respond?**
 - Where the law stated that a tenant may be evicted without hearing or further notice, “Default judgment for landlord” was coded.
 - **Question 20: How many days before an eviction hearing must a tenant be served with a court summons?**
 - In this question we captured the minimum number of days a tenant must be served with a summons before a hearing, and we did not code or include a caution note for possible extensions of that time requirement.
 - A caution note was included where the number of days differs based on reason for eviction.
 - When there are different requirements based on the type of proceeding, and one of the requirements is not specified, we coded the specified requirement(s) only, and included a caution note with details about which requirement is not specified.
 - In the absence of a law explicitly requiring a summons to be served a certain number of days before a hearing, this question was coded based on a requirement that a certain number of days must elapse between service and a judgment (e.g., in Florida).
 - **Question 21: What must be included on the summons?**
 - The following were out of scope for this question: general information (e.g., names of the parties, date and time of hearing, location of premises); the right to request a recording; a requirement to include general language regarding the right to consult an attorney, without providing specific information about legal services; information about disability accommodations; details regarding the court process; information about the automatic suppression of eviction court records; and the relief sought.
 - If the complaint was required to be attached to the summons, any in-scope information required to be included in the complaint was coded for this question.
 - “What a tenant must do to respond” was coded where the summons was required to contain: a direction that the defendant file a pleading in response to the complaint; a direction that the defendant respond either orally or in writing; instructions on what a tenant had to do to respond to

- the summons; a requirement that the defendant appear in court; or a requirement that the defendant file an appearance.
 - “Information on legal services” was coded when the law referenced legal aid or legal services that a tenant could contact to request assistance.
- **Question 22: For what reasons must a landlord halt the eviction process after filing but prior to the judgment?**
 - This question was coded based on reasons that the eviction process must be halted after the filing of a court action, but prior to judgment. A caution note was included if there is a limit to the number of times a landlord must halt an eviction against a tenant for one of these reasons.
 - This question was coded based on reasons that a rental agreement was required to be reinstated, or based on reasons for a tenant’s right to continued possession of a property (e.g., Alaska Stat. §9.45.690), even if the law did not explicitly state that the landlord had to stop the eviction process.
 - For this question we scoped out stays of eviction proceedings for nonpayment of rent during a government shutdown if the tenant is a furloughed government employee.
 - Provisions that a landlord’s acceptance of rent waives their right to terminate the rental agreement for nonpayment, without any reference to the filing of an eviction action or the eviction process, were not captured in this question, but were coded in question 6.
 - “Landlord accepts payment of rent” was coded when the required halting of the eviction process is based on the landlord’s acceptance of a partial or full payment of rent. If the landlord’s acceptance is not required in order to halt the process, this answer choice was not coded.
 - “Tenant offers to pay back rent prior to the judgment” was coded when the law specified that the eviction process must be halted when the tenant offered to pay part or all of the back rent before the judgment, regardless of whether or not the landlord accepts the rent.
- **Question 23: Does the law specify rebuttals available to a tenant?**
 - “Yes” was coded if the law specifies defenses to eviction that are available to a tenant, or if the law specifies causes of action that a tenant may bring against a landlord in response to an eviction action.
- **Question 23.1: What rebuttals available to a tenant are specified in the law?**
 - For this question we scoped out: factual defenses (e.g., in Washington, a rebuttal to an eviction based on nonpayment that a tenant does not owe the landlord any money); ignorance of the law; a tenant’s payment of rent in full plus costs within 7 days of service of summons; failure of a landlord to provide a copy of the lease; a claim that an eviction was frivolous or brought in bad faith; a claim that a tenant did not receive required notice from landlord.
 - A caution note was included if there is a limit on the number of times a tenant can use a defense.

- In general, answer choices were coded only if there was a provision stating that the coded response could be raised as a rebuttal/defense/counterclaim in an eviction action. General provisions setting forth a landlord's maintenance duties or discriminatory housing practices were not coded for this question unless the law explicitly stated they could be raised as a rebuttal in an eviction action. The following are two exceptions to that general rule:
 - "Tenant lawfully deducted costs from rent" was coded where the law allowed a tenant to make repairs and deduct the cost of the repairs from the rent, or when the law allowed a tenant to pay for utility services the landlord failed to pay, then deduct the cost from rent. This answer choice was coded whether or not the law included explicit language that deducting costs from rent could be used as a rebuttal in an eviction action.
 - "Tenant lawfully withheld rent" was coded where the law allowed a tenant to procure reasonable alternative housing due to lack of repairs or services, and was excused from paying rent, or where the law allowed a tenant to abate rent either in part or in full due to lack of repairs. This answer choice was coded whether or not the law included explicit language that withholding rent could be used as a rebuttal in an eviction action.
- Where the law allowed a rebuttal for tenants evicted because of their status as a domestic violence victim, but did not explicitly allow a rebuttal for eviction based on any other discriminatory basis, "Tenant experienced domestic violence" was coded, and "Discriminatory eviction" was not coded.
- "Landlord retaliation" was coded either when the law provided that retaliation by a landlord generally could be a rebuttal, or when the law allowed retaliation in a narrow context (e.g., retaliating against a tenant for participating in a tenants' association) to be a rebuttal.
- "Landlord retaliation" was coded where the law: provided that retaliation by a landlord is a defense a tenant may raise in an action for possession; contained a provision about when an act, which may include an action for possession, is presumed to be retaliatory; or provided that a landlord does not have an action against a tenant if it is in connection with a tenant having requested repairs or made a complaint about the landlord.
- Where the law allowed a tenant, in an action for possession, to counterclaim for any amount that could be recovered under the rental agreement, "Landlord committed breach" was coded.
- Where the law allowed a defense when someone other than the tenant committed criminal activity and the tenant reported the activity to law enforcement or received a protective order against the perpetrator, "Tenant was unaware of criminal activity" was coded.
- "Any legal defense" was coded when the law used that language, or when the law referred broadly to all defenses that might be raised without referencing defenses available for particular actions.

- “Any equitable defense” was coded when the law used that language, or when the law referred broadly to all defenses that might be raised without referencing defenses available for particular actions.
- **Question 25: Does the law provide the right to free counsel for tenants?**
 - Where the law creates a right to counsel in specified courts, “Yes” was coded with a caution note explaining that detail.
- **Question 26: For what reason can a tenant request that the issuance of a writ be stayed?**
 - This question captures special circumstances (outside of an appeal) when a court may stay the issuance of a writ.
 - For this question we scoped out: provisions stating parties may stipulate to delay issuance of a writ; references to a stay of proceedings without reference to issuance or execution of a writ or stay of a judgment; provisions stating the court may stay issuance to give the tenant an opportunity to cure the breach; and laws governing an appeal process.
 - Where the law allowed a court to order a stay if justice required a stay, “Good cause” was coded. “Good cause” was also coded where the law allowed a stay for substantial hardship or extreme hardship.
 - “Reason for requesting stay of writ issuance not specified” was coded when the law stated that a tenant could stay proceedings for an eviction based on failure to pay rent by paying all rent due.
- **Question 27: Up to how many days after an eviction judgment can a tenant appeal?**
 - Where the law provided the number of days from a judgment within which an appeal must be filed, or provided the number of days from a judgment within which an appeal must be filed and served, that time frame was coded for this question.
 - If the law specified different time frames for whichever situation occurred first (e.g., before the writ is issued or 30 days after judgment), the shorter of the time frames was coded and a caution note was included to explain the details.
- **Question 28: Does the law require a tenant to pay a bond in order to appeal an eviction judgment?**
 - “Yes” was coded when the law required any type of payment (e.g., rent, court costs, bond) to be paid to either the court or the landlord in order to appeal an eviction judgment.
 - Where a bond or payment is required to stay the execution pending appeal, but not explicitly required to file an appeal, “Appeal bond requirement not specified” was coded with no caution note included.
- **Question 29: Does the filing of an appeal stay the execution of a writ?**
 - “Yes” was coded, without a caution note, when payment of rent or filing of a bond or undertaking was required in order for the filing an appeal to stay the execution of a writ.

- “Yes” was coded when the filing of an appeal stays either the execution of a writ or the issuance of a writ. Where the law refers to the issuance, but not the execution, being stayed, a caution note was included to note that detail.
 - “Yes” was coded where the law required a supersedeas bond or supersedeas undertaking.
 - “No” was coded, without a citation, where the law is silent on whether the filing of an appeal stays the execution of a writ.
 - “No” was coded, with a citation, if there was a law that stated affirmatively that the filing of an appeal does not stay the execution of a writ.
- **Question 29.2: Does a tenant have to request a stay of execution for an appeal?**
- When a tenant was required to pay a bond or file an undertaking in order to get a stay of execution, “Yes” was coded with a caution note explaining the detail of the requirement.
 - When a tenant was required to pay a bond to file an appeal, and the appeal automatically stayed execution of the writ (without any additional requirement to file or pay additional bond or sureties), “No” was coded.
- **Question 31: What is the minimum amount of time after an eviction judgment that a writ can be issued?**
- Provisions prohibiting the issuance of a writ on Sundays were out of scope for this question.
 - Where there are two minimum amounts of time, the shorter time was coded and a caution note included to indicate the details of the different requirements.
 - We did not include a caution note with details on how time periods were calculated (e.g., Sundays and holidays are excluded from the 5 day time period).
 - “Writ can be issued immediately” was coded when the law stated that a writ must be issued within a certain time frame (e.g., within 7 days). This answer choice was also coded when the law stated the writ shall issue between 12 and 24 hours after the entry of judgment.
 - “Minimum amount of time not specified” was coded when there is no reference in the law to timing for when a writ can or must be issued.
- **Question 32: What circumstances postpone the execution of a writ of eviction?**
- For this question we scoped out: stays connected to filing an appeal; stays related to filing a motion to set aside or vacate the judgment; a finding that the writ was improperly or prematurely issued; and any exceptions to coded responses.
 - “Nighttime” was coded when the law specified that the writ could only be executed between sunrise and sunset.
 - Where the law required a writ to be executed on a business day, “Weekend” and “Holiday” were coded.
 - “Good cause” was coded when: the law stated that the court would specify the time when the tenant must vacate the property, taking into

consideration the possibility of harm to the parties and other material facts; or when the court could postpone execution if it deemed additional time was appropriate.

- **Question 33: What is the minimum number of days after issuing a writ that the writ can be executed?**
 - Where the law specified different time frames based on different types of evictions, the shortest time frame was coded and a caution note was included explaining the different requirements. However, in Vermont the requirement for evictions in general was coded, and a caution note was included explaining the requirement for evictions involving leases that prohibit subleasing.
- **Question 34: What entity is responsible for executing the writ?**
 - We scoped out actions where the state/territory or city is a party (e.g., Michigan).
 - Where the law identified a specific entity that was responsible for executing the writ, and stated that other officers could execute the writ, the specific entity was coded, and a caution note was included with the language regarding other officers.
 - Where the law stated that an officer was responsible for executing the writ, without specifying the type of officer or identifying any specific entity, “Entity not specified” was coded, and a caution note was included with the language regarding the officer.
 - “Constable” was coded when the entity responsible for executing the writ is a constable or certified constable.
 - When the law referred to Police Chief, “Municipal police department” was coded.
 - When the law referred to an independent civil process server, or to a process server defined in part as a person regularly employed in the business of serving process, “Private company” was coded.
- **Question 35: Does rent payment by a tenant between a judgment and execution of the writ cancel the writ?**
 - If the law specified that full back rent payment between a judgment and issuance of the writ cancels the writ, “Yes, if all back rent is paid” was coded, with a caution note included to indicate that rent payment after judgment and before issuance of the writ cancels the writ.
 - When payment of all back rent by a tenant between judgment and execution cancels a writ issued for eviction based on nonpayment of rent only, “Yes, if all back rent is paid” was coded. No caution note was included in this situation.
 - If the law specified that full back rent payment between a judgment and execution of the writ cancels the writ, but with exceptions, “Yes, if all back rent is paid” was coded, with no caution note.
 - Where the law stated that the court may, at or after the entry of judgment for possession in favor of the plaintiff, determine the amount a tenant had to pay to avoid eviction, “Yes, if all back rent is paid” was coded.

- **Question 36: How long after eviction can a landlord dispose of tenants' property?**
 - Time frames for this question were coded where the law regulated the time before a landlord could dispose of, throw away, or sell, a tenant's personal property. Requirements to store a tenant's property were also coded for this question (e.g., where a landlord could put the tenant's property in storage, then the storage facility could sell the property after 90 days, "90 days" was coded).
 - Where there were two time frames based on different circumstances, the shorter of the two was coded, and a caution note was included to explain the details of the different requirements.
 - When the law stated that a landlord had no duty to maintain an evicted tenant's property, "Immediately" was coded.
 - If the law regulated the time before a landlord could clear or remove a tenant's property from the premises, without explicitly referring to disposing of, throwing away, or selling the property, "Length of time not specified" was coded.
- **Question 37: Does the state/territory have a law regarding mediation proceedings for evictions?**
 - "Yes, mediation is sometimes required" was coded where the law stated that a court may order mediation, or where the law allowed one party to request mediation.
 - If mediation is required, or is optional, in only a few counties (e.g., South Carolina) "No" was coded.
 - "No" was coded if the law included a vague reference to mediation (e.g., Fla. Stat. 83.56(5)(b)), without any other information regarding mediation.
- **Question 38: Is there a law regulating access to eviction records?**
 - Laws regulating the disclosure of documentation of domestic violence incidents -- even if related to an eviction action -- were out of scope for this question. In addition, laws requiring records or information to be maintained for a certain period of time were out of scope for this question.
- **Question 38.1: What does the law regulate?**
 - "Sealing of records" was coded when the law limited access to records for certain people.
 - "Expungement of records" was coded when the law referred to an eviction file being deemed never to have occurred.
- **Question 38.2: Is all documentation related to the eviction action made inaccessible?**
 - "No" was coded when any part of the eviction filing or the court docket remains available to the public.
- **Question 38.3: When are records made inaccessible?**
 - "Immediately" was coded where the law stated that a court record was suppressed upon commencement of an action (e.g., Colorado), or where

access to civil case records was available only to certain individuals for a specific time period (e.g., California).

- **Question 38.5: Can a tenant request that records be made inaccessible?**
 - When the law did not explicitly state that a tenant could request that records be made inaccessible, but stated that a court could order records to be sealed, “Yes” was coded, and a caution note was included to indicate that detail.

V. Quality Control

- a. **Quality Control – Research:** All jurisdictions were 100% redundantly researched to confirm that all relevant laws were being collected by the Researchers. The Researchers independently recorded the relevant citations from every jurisdiction with an eviction law or policy, including statutes, regulations, and court rules. Once all of the relevant laws were identified, the Researchers created a Master Sheet for each jurisdiction. The Master Sheet includes the most recent legislative history, and the effective date, for each law. The Supervisor reviewed the Master Sheet and Redundant Master Sheet for each jurisdiction, and the Team resolved each divergence prior to collecting the relevant laws.
 - i. The research showed that 56 of the 59 jurisdictions included in the project had state or territory laws regulating evictions.

b. Quality Control – Coding

- i. **Original coding:** Quality control of the original coding consisted of the Supervisor exporting the data into a Microsoft Excel document once the Researchers completed coding and made all coding corrections after the redundant coding review to examine the data for any missing entries, citations, and caution notes.
- ii. **Redundant coding:** The redundant coding process is 100% independent, redundant coding by two Researchers of each jurisdiction. Redundant coding means individual iterations are assigned and coded independently by the two Researchers. Divergences, or differences between the original coding and redundant coding, are resolved through discussion with the Team and consultation with subject matter experts.
 - Redundant Coding for Batch One: The Supervisor assigned Batch One [AL, AK, AZ, CA, DE, FL, IA, MT, NE, OH, RI, SC] for redundant coding and the rate of divergence was 17.74% on January 22, 2021.
 - Redundant Coding for Batch Two: The Supervisor assigned Batch Two [AR, CO, GA, KS, ME, MI, MN, MO, NV, NY, NC, WA] for redundant coding and the rate of divergence was 15.37% on March 9, 2021.

- Redundant Coding for Batch Three: The Supervisor assigned Batch Three [HI, ID, LA, MD, MA, NH, NJ, TN, TX, UT, VA, WV] for redundant coding and the rate of divergence was 12.51% on April 5, 2021.
 - Redundant Coding for Batch Four: The Supervisor assigned Batch Four [CT, IL, IN, KY, MS, NM, ND, OK, OR, PA, SD, VT] for redundant coding and the rate of divergence was 11.00% on April 16, 2021.
 - Redundant Coding for Batch Five: The Supervisor assigned Batch Five [American Samoa, DC, Guam, Northern Mariana Islands, WI, WY, U.S. Virgin Islands] for redundant coding and the rate of divergence was 9.34% on April 26, 2021.
- iii. **Statistical Quality Control (SQC):** To ensure reliability of the data, a statistical quality control procedure (SQC) was conducted at the completion of the dataset. To conduct SQC, a random sample of observations was taken from the dataset for the researchers to code blindly. SQC was conducted until divergences were at or below 5%. If not at or below 5%, divergences were reviewed and resolved and another round of SQC was run. SQC was conducted after the dataset was completed on May 6, 2021. At that time, the divergence rate was 8.7%. Each divergence was then reviewed as a team and resolved. A second round of SQC was conducted on May 12, 2021 at which time the divergence rate was 2.9%. These divergences were also reviewed and resolved.
- iv. **Final Data Check:** Prior to publication, the Supervisor downloaded all coding data into Microsoft Excel to do a final review of coding answers, citations, and caution notes. All unnecessary caution notes were deleted, and all necessary caution notes were edited for publication.