

U.S. NAVY JAG CORPS

FY26 GOVERNMENT SHUTDOWN INFORMATION & RESOURCES FOR MILITARY

Current as of 1 OCT 2025

HOW A SHUTDOWN AFFECTS SERVICE MEMBERS AND MILITARY PAY

Military members required to work during a shutdown will not receive pay or allowances during the period of the shutdown. The Government Employee Fair Treatment Act of 2019 mandates that military personnel and other federal employees will receive retroactive backpay once a shutdown concludes.

WHAT CAN I DO TO PREPARE FOR LIVING WITH NO PAY?

- Review your budget and assess your immediate needs; prioritize expenses and identify any areas with financial flexibility that can be pushed out for a month or more. If you need financial planning and budget assistance, work with your Command Financial Specialist.
- **Contact your creditors, landlord, utility companies, mortgage company, educational institutions, etc, and make them aware your pay is affected by the government shutdown.** Ask to make smaller payments or request deferred payments until your pay is restored. See ATTACHMENT 1 & 2 for sample letters

WHAT FINANCIAL RESOURCES ARE AVAILABLE IF I NEED MONEY FOR FOOD AND NECESSITIES?

- Financial institutions and other credit union special programs typically offer programs to help those without pay. Navy Federal Credit Union (NCFU), United Services Automobile Association (USAA), PenFed, Armed Forces Bank, and other financial institutions like First Command Bank[†] offer interest-free loan programs for eligible members whose pay is impacted, typically matching a direct deposit up to a certain amount.

TIP: Reach out to your bank/credit union to ask about interest free loan programs.

TIP: Consider stopping automatic payments, especially if you have any automatic payments pulling from your bank account, as it will decrease readily available funds for payments that can possibly be deferred.

CAUTION: Be careful who you share information with. During crisis, many people will try and steal your information. Never give your information to companies that contact you by phone; call back on official numbers after researching them on the web if you want to engage their services.

CAUTION: DO NOT rush to borrow money from payday lenders, title lenders, or take out high-interest personal loans! These types of high-interest loans are difficult to pay off even after pay resumes.

- Contact your branch's **Military Aid Societies** as well as local state and community Assistance Programs: Navy Marine Corps Relief Society (NMCRS), Air Force Aid Society (AFAS), Army Emergency Relief (AER), and the Coast Guard Mutual Assistance (CGMA) will assist with your emergency financial needs such as food, gas, and utilities with an interest free loan expected to be repaid once normal pay resumes.
- SNAP/EBT/food stamp benefits: **Military members who are not receiving pay can apply for SNAP benefits during a government shutdown.** Eligibility is determined on a case-by-case basis by **state-run SNAP offices** and is based on a household's income, which would be lower during a period of the shutdown.
- **Other aid organizations** may be able to assist: American Red Cross, Operation Homefront, Veterans of Foreign Wars, Armed Services YCMA, Cohen Veterans Network, Military OneSource, local food pantries and community organizations.
- **If you decide to take out a loan**, read all documents before signing to learn what you are signing up for! Look out for interest rates higher than national average for that type of loan, any additional service fees charged by the company (service fees, late fees, pre-payment penalties, etc), and make sure you know what happens in the event you are late or are unable to make a payment.

WHAT IF MY CREDITORS ARE NOT WILLING TO WORK WITH ME AND I CAN'T MAKE MY PAYMENTS?

If you are not able to secure additional assistance and the individuals or businesses you are under contract with cannot support you with deferred or reduced payments, the **Servicemember's Civil Relief Act (SCRA) may provide some protections for active duty from adverse actions:**

- Evictions: SCRA requires a court order to evict a servicemember from a residential home regardless of the terms of the contract or other local law that may allow non-judicial evictions. The eviction process often takes 30 days or more, so you don't have to vacate the home immediately, even if your landlord tells you otherwise or you receive a notice to vacate within a few days. In most states, this type of notice is the first step before a landlord can file eviction papers in court. If you are not sure where your landlord is in the eviction process, request he/she provide a Final Order of Eviction signed by a state court judge before you vacate.
- Repossession Protections: The SCRA states that a creditor may not repossess a vehicle during a borrower's period of military service without a court order as long as the servicemember borrower either placed a deposit for the vehicle, or made at least one installment payment on the contract, before entering military service.
- Liens: A lien cannot be enforced on a servicemember's property during or within 90 days after military service unless there is a valid court order.
- Foreclosure: the SCRA prohibits non-judicial (out-of-court) foreclosures on mortgages that originated before military service. Courts have the ability under the SCRA, and a duty in certain instances, to stay a non-judicial foreclosure proceeding or adjust the payments if the servicemember's ability to meet the obligation is materially affected because of his or her military service.

- Protection against default judgments (a court order): If, while on active duty, any civil action is filed against you, the judge must appoint a lawyer to represent you in your absence. The court must grant a delay, or stay, of at least 90 days if it determines there may be a defense to the action and the defense cannot be presented without your attendance.
- Stay of Proceedings: If you can't participate in a civil court action or administrative proceeding because of your military service, you can request a 90-day delay, or "stay", in the proceeding. You are automatically entitled to this delay if you follow all the requirements. The judge, magistrate or hearing officer can grant an additional 90-day stay. Proceedings may include actions for divorce, child paternity and support cases, as well as foreclosure proceedings to name a few. See ATTACHMENT 3 for Sample SCRA Stay Request

WHAT IF I NEED ADDITIONAL LEGAL HELP?

- Armed Forces Legal Assistance - Find your nearest CONUS office: <https://legalassistance.law.af.mil/>
- **NOTE**: Navy Legal Assistance offices will continue to operate for Active Duty members and their families unless ordered to cease services. The general scope of Military Legal Assistance services may be limited so please call your local legal assistance office for updated guidance on available services.
- **Deployment/Mobilization: Legal assistance for military and civilian personnel deployed, or preparing to deploy, in support of military or stability operations will always remain available throughout any shutdown period. If you receive deployment orders, please email your closest legal assistance office at the email address listed in ATTACHMENT and include "DEPLOYMENT" in the subject line.**
- Navy/Marines: Visit <https://jag.navy.mil/legal-services/rtsa/> for self-help POAs and other resources.
- Download the **MyNavy Family app** on your cell phone to access self-help POAs

† These entities are not affiliated or endorsed by the Federal Government and the Department of the Navy.

ATTACHMENT 1

Template Letter: Request for Deferred, Delayed, or Reduced Payment

[Your Name]

[Rank], United States [Branch of Service]

[Mailing Address]

[City, State, ZIP Code]

[Phone Number]

[Email Address]

Date: [Insert Date]

To:

[Creditor's Name]

[Creditor's Address]

[City, State, ZIP Code]

Re: Request for Payment Relief Due to Government Shutdown, Account # [account #]

Dear [Creditor's Name],

I am writing to inform you of a temporary financial hardship directly resulting from the current federal government shutdown. As an active-duty member of the United States [Branch of Service], my military pay has been suspended or delayed during this period.

Because of this interruption, I respectfully request your assistance and support until my normal pay resumes.

This request is made in good faith, with the full intention of resuming regular payments as soon as my pay is reinstated.

I propose deferring all payments until 30 days after my next confirmed pay date, or temporarily reducing my monthly obligation to \$___ until my regular pay resumes.

Please confirm in writing that these accommodations can be made, or let me know if additional documentation (such as a copy of my LES or a statement of nonpayment) is required.

Thank you for your consideration, understanding, and continued support of military families during this difficult time.

Respectfully,

[Signature (if printed)]

[Your Typed Name, Rank, Branch]

ATTACHMENT 2 (2 pages)

Template Letter: Request for Rent Relief Due to Government Shutdown

[Your Name]

[Rank], United States [Branch of Service]

[Mailing Address]

[City, State, ZIP Code]

[Phone Number]

[Email Address]

Date: [Insert Date]

To:

[Landlord's Name or Property Management Company]

[Address]

[City, State, ZIP Code]

Re: Request for Rent Relief During Government Shutdown for [insert address of property]

Dear [Landlord's Name],

I am writing to inform you of a temporary financial hardship due to the current federal government shutdown. As an active-duty member of the United States [Branch of Service], my military pay has been suspended or delayed during this period.

Because of this interruption, I respectfully request temporary relief from my rental obligations. Specifically, I request that my rent payment be deferred, delayed, or reduced. Once normal pay is resumed, I propose to increase future rent payments by **[\$[amount] over [number] rent payments** until any deferred, delayed, or reduced amounts are paid in full.

This request is made in good faith, with every intention of fulfilling my lease obligations in full once pay is restored.

I propose the following:

1. Defer/delay/reduce rent for the period covering [insert date(s)].
2. Resume normal rent when pay is reinstated.
3. Apply a repayment plan of **[\$[amount] extra per month for [number] of months** until the deferred balance is fully repaid.

Please confirm in writing whether this arrangement is acceptable, or let me know if you would prefer an alternative adjustment. I am happy to provide documentation of my pay status (such as an LES or command verification) if needed. If my proposed resolution is acceptable and for your convenience, I have prepared the attached addendum to the lease for your review and approval.

Thank you for your understanding, consideration, and support of military families during this difficult time.

Respectfully,

[Signature (if printed)]

[Your Typed Name, Rank, Branch]

**Rent Repayment Agreement Addendum
(Military Tenant – Government Shutdown Hardship)**

This Rent Repayment Agreement (“Agreement”) is entered into on **[Date]**, by and between:

Landlord/Property Manager: [Landlord’s Name/Company]

Tenant: [Your Name, Rank, Branch of Service]

Property Address: [Rental Property Address]

1. Background

Due to the federal government shutdown, Tenant, an active-duty member of the United States [Branch of Service], has experienced a temporary suspension or delay in receiving military pay. Tenant has requested temporary rent relief, and Landlord has agreed to the terms outlined below.

2. Deferred/Reduced Rent

- Rent for the period covering **[Month/Year(s)]** is hereby **[deferred / delayed / reduced]** in the amount of **[\$[Total Amount Deferred/Reduced]]**.
-

3. Repayment Plan

Tenant agrees to repay the deferred or reduced rent once normal pay is reinstated, according to the following schedule:

- Regular monthly rent of **[\$[Base Rent Amount]]** will resume on **[Date]**.
 - In addition, Tenant shall pay an extra **[\$[Repayment Amount]] per month** for **[Number] consecutive rent payments**, until the deferred balance of **[\$[Total Balance]]** is paid in full.
-

4. No Late Fees or Penalties

Landlord agrees that no late fees, penalties, or negative credit reporting will apply to the deferred amount, provided the repayment plan is followed.

5. Legal Protections

Both parties acknowledge that this Agreement is entered into in good faith in recognition of the **Servicemembers Civil Relief Act (SCRA), 50 U.S.C. §§ 3901–4043**, which provides eviction protections and authorizes courts to adjust lease obligations when military service materially affects a servicemember’s ability to pay.

6. Entire Agreement

This Addendum shall be attached to and made part of the Lease Agreement dated **[Original Lease Date]**. All other terms of the lease remain unchanged.

7. Signatures

Tenant:

[Your Name, Rank, Branch of Service]

Date: _____

Landlord/Property Manager:

[Landlord/Manager Name]

Date: _____

ATTACHMENT 3 (4 pages)
SCRA REQUEST FOR STAY OF PROCEEDINGS

The Servicemembers Civil Relief Act (SCRA) is a law that helps military members when their service makes it hard to keep up with bills or legal matters. If you get sued, you can ask the court to pause the case for at least 90 days. This pause, called a “stay,” gives you extra time before the case moves forward. You must request the pause — it doesn’t happen automatically. This protection applies to all kinds of court and administrative hearings.

Any member of the uniformed services on active duty is covered under the SCRA including Reserve component personnel called to active duty, Coast Guard personnel, Public Health Service, and National Oceanic and Atmospheric Administration.

Requirements of SCRA Stay Request

You will need this motion and the following three (3) statements. They should either be included in the motion or provided with the motion as exhibits:

1. A statement of how your current military service prevents you from going to court;
2. A statement of the expected date when you can go to court; and
3. A statement from your CO about how your current military service prevents you from going to court and that you are not allowed military leave during the scheduled court date.

How to file your Request with the Court

Different jurisdictions have different requirements for filing documents with the court. The easiest way is to call the clerk of court in the county where the court action is pending and ask the court clerk for information about filing and serving motions.

Generally, to file a pleading involving a lawsuit, you can either mail the pleading and attachments to the court clerk where the lawsuit has been filed, or you may be able to file electronically through other side's an online portal. You also have to notify the other party. So make one copy for yourself and one copy to the opposing party or their lawyer. You must always follow the local rules of procedure. Again, you can always ask the clerk what the local rules are or where you can find them.

If mailing, send a self-addressed/stamped envelope with your pleading so the court clerk can send you back two copies of the request marked as filed. One of the copies should be sent to the opposing party and the other is for your records. Some clerks will automatically send a copy to the other party

What happens if I’m still unable to go to court after the 90-day stay is over?

The Court can grant an extension to your stay. You will need to follow the same procedures outlined above that you used to request the first 90-day stay.

IN THE _____ COURT OF _____ COUNTY
OF _____
_____ DIVISION

_____)) CASE NO. [ENTER CASE NO.]
Plaintiff,))
vs.)) JUDGE [ENTER JUDGE'S NAME]
_____))
Defendant.))

MOTION TO STAY PROCEEDINGS

Pursuant to the Servicemembers Civil Relief Act (SCRA), 50 U.S.C. § 3932, the defendant, **(SERVICEMEMBER'S FULL NAME)** moves this court for **(select either an initial 90-day stay of proceedings or a further stay of proceedings)**. Their ability to defend is materially affected by their military duties. In support of this motion and in compliance with the SCRA, the defendant has attached the following Exhibits to this request:

Exhibit 1: A statement of how the defendant's current military service prevents you from going to court; including a statement of the expected date when the defendant will be able to appear in court; and

Exhibit 2: A statement from the defendant's Commanding Officer about how the defendant's current military service prevents them from going to court and that military leave is not authorized.

WHEREFORE the defendant requests that this court grant a stay of proceedings until **(AVAILABLE DATE)** and such other relief as is just and proper.

Respectfully Submitted,

(SERVICEMEMBER RANK, FULL NAME)
(Service Member Address)

Date: _____

EXHIBIT 1

SERVICEMEMBER FULL NAME, RANK,
ADDRESS
CITY, STATE ZIP

[DATE]

To Whom It May Concern:

My current military duty requirements materially affect my ability to appear in court in the following manner:

I am currently serving as (STATE YOUR STATUS AND WHY YOU CANNOT ATTEND THE HEARING). My tour of duty is for (TOUR OF DUTY LENGTH) days, beginning (TOUR OF DUTY START DATE). I requested leave in order to attend the hearing which was denied by my commander.

I need to be personally present in court for my hearing that is currently scheduled for (HEARING DATE). I will be available to appear on or after (AVAILABLE DATE).

(SERVICEMEMBER RANK, FULL NAME)

EXHIBIT 2

COMMANDING OFFICER FULL NAME,
RANK, SERVICE BRANCH
ADDRESS
CITY, STATE ZIP

DATE

Re: [SERVICE MEMBER RANK, FULL NAME] – Denial of Leave for Court Appearance

To Whom It May Concern:

I am the commanding officer of [SERVICEMEMBER RANK, FULL NAME].

Their current military duty prevents their appearance in court on (HEARING DATE). They have requested leave for this court appearance. I denied this request, and military leave is not authorized for (SERVICE MEMBER RANK, FULL NAME) at this time.

[RANK AND FULL NAME]
COMMANDING OFFICER