

# C.D.C. Eviction Moratorium Fact Sheet

On September 1st, the Centers for Disease Control (C.D.C) announced a national eviction moratorium for virtually all tenants in the U.S to help prevent the spread of COVID-19 . The order will be in effect from September 4, 2020 through January 31, 2021. **The order does not replace or override stronger state or local eviction protections in place and tenants and advocates should continue to work for strong local, state and federal protections.**

## What You Need to Know

- The order covers virtually all rental properties, including single-family homes, mobile homes and apartments.
- The order bans landlords from evicting tenants for non-payment of rent through the end of 2020 if the tenants have submitted the CDC's declaration to their landlord (see declaration below).
- Once a tenant has sent the declaration to their landlord, the landlord cannot take any action to remove or cause the removal of that tenant for non-payment of rent before January 2021 — including such actions as evicting the tenant through a judicial lawsuit or harassing or intimidating a tenant to vacate.
- It does NOT cancel or stop the rent from being owed, or stop the build up of owed rent, which would be due after the expiration of the order expires.
- The order does allow an eligible tenant to be evicted before January for certain reasons other than nonpayment of rent, which include (unless state or local law provides stronger “just cause eviction” protections):
  - engaging in criminal activity while on the premises; threatening the health or safety of other residents; damaging or posing an immediate and significant risk of damage to property; violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or violating any other contractual obligation, other than the

timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).

## Am I Eligible?

Tenants are eligible for protection if they:

- Are unable to pay the rent due to income loss or medical expenses
- Either expect to make less in 2020 than \$99,000 individually or \$198,000 as a family, or received a stimulus check or did not have to file a 2019 tax return
- Try, or have tried, to access any government rental assistance funds that may be available
- Understand they are obligated to pay rent if possible, including partial rent payments based on what they can afford
- If evicted the tenants would be homeless or would have to move into a crowded or substandard living situation

To get these protections, the tenant — and all adults living in the household — have to submit a signed declaration (see below) to their landlord stating they are eligible and that they are telling the truth, under legal penalty. Tenants should keep a copy of the declaration and all correspondence with the landlord.

Contact your local legal services organization or local community organizing group to be connected to legal assistance for help with the declaration or if you are facing eviction.



DECLARATION UNDER PENALTY OF PERJURY FOR THE CDC'S TEMPORARY HALT  
IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19

*Before signing the CDC declaration, please review the declaration carefully and consult with an attorney if you have concerns about whether or not you meet the required qualifications.*

Instructions to Tenants

This declaration is for tenants, lessees, or residents of residential properties who are covered by the Centers for Disease Control and Prevention (CDC)'s order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. **Under the CDC's order you must provide a copy of this declaration to your landlord, property manager, manufactured home community owner, or other person who has a right to have you evicted.** Each adult listed on the lease, rental agreement, or housing contract must complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. 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 still be evicted for certain reasons other than nonpayment of rent. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information. Keep a copy or picture of this declaration for your records.

Instructions to Landlords or Other Persons with the Right to Evict

**After receiving this declaration, it is a violation of the order to take "any action" to "remove or cause the removal of a covered person from a residential property" except for one of the permissible reasons listed in the order.** This would include issuance of a notice to vacate, filing a petition for eviction with the court, or filing for a warrant for possession. A person violating the CDC Order of which this Declaration is an attachment may be subject to a fine of no more than \$100,000 if the violation does not result in a death or one year in jail, or both, or a fine of no more than \$250,000 if the violation results in a death or one year in jail, or both, or as otherwise provided by law. An organization violating this Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law. The U.S. Department of Justice may initiate court proceedings as appropriate seeking criminal penalties (18 U.S.C. 3559, 3571; 42 U.S.C. 271; 42 CFR 70.18).

I certify that a copy of this document was provided to my landlord and/or to the owner of the property where I live via the following method(s) (check all that apply):

- First Class Mail to: \_\_\_\_\_ Date: \_\_\_\_\_
- Certified Mail to: \_\_\_\_\_ Date: \_\_\_\_\_
- Tracking Number: \_\_\_\_\_
- Email to: \_\_\_\_\_ Date: \_\_\_\_\_
- Fax to: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Date: \_\_\_\_\_
- Text message to: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Date: \_\_\_\_\_
- Hand Delivery to: (name) \_\_\_\_\_ Date: \_\_\_\_\_
- Other (explain): \_\_\_\_\_ Date: \_\_\_\_\_

## DECLARATION OF ELIGIBILITY

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;<sup>1</sup>
- 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 extraordinary 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;
- 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.<sup>3</sup>
- 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.
- I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant \_\_\_\_\_ Date \_\_\_\_\_

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<sup>1</sup> "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

<sup>2</sup> An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

<sup>3</sup> "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.