

Temporary Halt in Residential Evictions

Department of Health and Human Services Center for Disease Control and Prevention

1. **SUMMARY:** The Centers for Disease Control and Prevention (CDC), Health and Human Services (HHS) announced the issuance of the Order under Section 361 of the Public Health Service Act to temporarily halt residential evictions to prevent the further spread of COVID-19.
2. **EFFECTIVE DATE:** The Order becomes effective September 4, 2020 (Date of Publication in the Federal Register) through December 31, 2020.
3. **APPLICABILITY:** Under this Order, a landlord, owner of a **RESIDENTIAL PROPERTY**, or other person with a legal right to pursue eviction or possessory action, **SHALL NOT** evict any covered person from a residential property in any jurisdiction to which this Order applies during the effective period of the Order.

This Order is a temporary eviction moratorium. This Order does not relieve any individual of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. Nothing in this Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

4. **RENTER'S OR HOMEOWNER'S DECLARATION:** Attachment A is a Declaration form that tenants, lessees, or residents of residential properties who are covered by the CDC's Order temporarily halting residential evictions may use.
To invoke the CDC's Order halting residential evictions **must** provide an executed copy of the Declaration form (or a similar declaration under penalty of perjury) to their landlord, owner of the residential property where they live, or other person who has a right to have them evicted or removed from where they live. Each adult listed on the lease, rental agreement, or housing contract should likewise complete and provide a declaration. Unless the CDC Order is extended, changed, or ended, the order prevents these people from being evicted or removed from where they are living through December 31, 2020. These persons are still required to pay rent and follow all the other terms of their lease and rules of the place where they live. **These persons may also still be evicted for reasons other than not paying rent or making a housing payment.**

5. **THIS DOES NOT INCLUDE FORECLOSURE ON A HOME MORTGAGE.**

ATTACHMENT A

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

This declaration is for tenants, lessees, or residents of residential properties who are covered by the 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, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live.

Each adult listed on the lease, rental agreement, or housing contract should 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 also still be evicted for reasons other than not paying rent or making a housing payment.

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.

DECLARATION

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;
- 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.
- 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.

My name is _____ Date of Birth _____

My address is: _____

Phone No. _____ Email Address: _____

Signature

Date Signed

"Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member

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

"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.