

Declaration and Instructions to claim temporary protection from evictions under the CDC's temporary Order

Step 1. Make sure you qualify to sign the Declaration.

In order to be eligible for protection, all of the following must be true:

1. **You are a residential tenant.**
2. **You are behind on rent - the CDC Order only protects tenants from evictions for nonpayment of rent, not other reasons.**
3. **You cannot pay your full rent because:**
 - a. you experienced a substantial loss of household income; or
 - b. your work hours were reduced, or you were laid off from your job; or
 - c. you had unreimbursed medical expenses that will likely exceed 7.5% of your adjusted gross income for 2020.
4. **Your income meets one of these requirements:**
 - a. you expect your individual income to be \$99,000 or less for 2020; or
 - b. you expect you and your spouse's joint income to be \$198,000 or less and you plan to file a joint tax return; or
 - c. you were not required to report any income to the IRS in 2019; or
 - d. you received a stimulus check;
5. **Eviction would result in you:**
 - a. becoming homeless; or moving into a shelter; or
 - b. moving into housing with other people that is shared with others and crowded.
6. **You have done your best to get government assistance for rent.**
 - a. You must use "best efforts" to get rental assistance for which any of your household members qualify.
 - b. One way to find out about rental assistance programs in your area is to call 211 or visit 211.org.
7. **You are doing your best to pay as much rent as you can and to pay on-time.**
 - a. You need to use "best efforts" to try to pay what you can, even if it is not the full amount, considering other essential expenses you have, like food and transportation.

Step 2. All adults tenants should print and sign a Tenant Declaration

If you meet the requirements in Step 1, you can print out and sign the Tenant Declaration. You will be signing this document under "penalty of perjury." Lying on this form can result in fines or jail time, and it may have serious immigration consequences. Therefore, **it is crucial that if any statement is untrue, you should not sign the Declaration.**

Every adult tenant in your household should sign their own Declaration so that everyone in the household is protected.

You can sign the Declaration electronically and email it to your landlord if you have the technological capability to do so.

Step 3. Keep Copies of the Declaration(s)

Take a picture or make a copy of the Tenant Declarations you will give to your landlord.

Step 4. Give your landlord the Tenant Declaration(s)

You are not protected until you give your landlord the Declaration. You can give it to your landlord in person, by mail, email, or fax. Write down when and how you delivered the tenant Declaration. Make sure that you also give your landlord the declarations of any other adult tenants in your household.

Remember: following these steps does NOT cancel or forgive rent that you owe. You are still legally responsible for paying your rent. You are not protected from eviction after December 31, 2020.

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.

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct. 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. Please check each box that is true and correct,

- I have used best efforts to obtain all available government assistance for rent or housing. "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.
- 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. An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.
- 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. "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.
- 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. Please sign and date below.

Signature of tenant, lessee, or resident

Date

Printed Name of tenant, lessee, or resident

Certificate of Service

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

First Class Mail to: _____ Date: _____

Certified Mail, Return Receipt Requested to: _____

CMRRR Number: _____ Date: _____

Email to: _____ Date: _____

Fax to: (_____) _____ - _____ Date: _____

Hand Delivery to: (*name*) _____ Date: _____

Other (*explain*): _____ Date: _____