

# 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 impacted by the COVID-19 pandemic. The order will be in effect from September 4, 2020 through December 31, 2020. **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 a declaration of income loss or significant medical expense (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 serving an eviction notice, filing an eviction 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
- Agree to make 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 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<sup>2</sup> 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.