

COVID19 EVICTION MORATORIUM

The Center for Disease Control and Prevention (CDC) has issued a nation-wide moratorium on evictions beginning **September 4, 2020** and ending **December 31, 2020**. This moratorium was issued in the interest of public health. Stopping evictions will prevent homelessness and crowding of temporary or communal living spaces, which may lead to greater spread of COVID19.

DO YOU QUALIFY?

If you can check these five boxes, you qualify!

- You have done your best to take advantage of government assistance for housing and rent
- You meet income requirements, meaning ONE of the following:
 - You expect to earn no more than \$99,000 in annual income in 2020 (or no more than \$198,000 if filing a joint tax return);
 - OR you were not required to pay taxes in 2019;
 - OR you received a stimulus check earlier this year.
- You are unable to pay your full rent or make a full housing payment due to substantial loss of household income – either due to loss of wages and other income sources *or* extraordinary medical costs
- You are currently doing your best to make timely partial housing payments that are as close to the full payment as possible
- If you are evicted, you would likely be rendered homeless, or forced to live in close quarters in a new shared living setting (living on the couch of a friend or family member, entering transitional housing, staying at a shelter, etc.)

Your Next Step: Have every adult in your household listed on your lease fill out the declaration on the back of this form and take it to your landlord. This moratorium only goes into effect once you deliver the declaration to your landlord.

Please note that this order only **delays evictions**. You are still required to pay rent, make housing payments, and otherwise comply with the terms of any existing housing contract you have signed. You are still required to pay any fees, penalties, and interest associated with late payments, as stated in any existing housing contract you have signed.

More questions? You can read the full CDC Order at bit.ly/cdc-rent. Or look at additional resources:

- LOGOS FOR:
 - [Lone Star Legal Aid](#)
 - [Texas Rio Grande Legal Aid](#)
 - [United Way \(211 logo if possible\)](#)

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.

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;¹
- 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 extraordinary² 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.³
- 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

The authority for this Order is Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 CFR 70.2.

Dated: September 1, 2020.

Effective: September 4, 2020.

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

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

³ "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.