

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

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, 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 January 31, 2021. 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. **If you are served with an eviction court date you must still go to court and show the judge your declaration in order to stop your eviction.**

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. 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: _____

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 January 31, 2021, 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

Printed Name of Declarant

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.