

Basics of Exercising Your Centers for Disease Control and Prevention (CDC) Eviction Moratorium Rights

- A covered individual:
 - Cannot afford to make full rent payments due to loss of income or high medical bills,
 - Has applied for government housing assistance,
 - Meets income limit of \$99,000 or less, received a stimulus check, or was not required to report income in 2019,
 - Has made their best effort to pay part of their rent payment, and
 - Would become homeless or forced to live in close quarters in shared housing if evicted (including stay in hotel/motel).
- The CDC order only covers housing evictions for late payment of rent.
 - Other lease violations can still be taken to court but may qualify for 60-day delay of eviction if the person lost income due to COVID-19.
- The Virginia Poverty Law Center says the CDC order stops:
 - Landlords from asking the court for a “writ of eviction”,
 - Sheriffs from conducting the eviction, and/or
 - Harassment of tenant to vacate the unit.
- All adults on the lease must give a signed CDC declaration to their landlord and the court, stating they are a covered person.
 - All who sign a CDC declaration should keep a signed copy and call Legal Aid.
 - Keep proof that a copy was given to the landlord, either by using “return receipt requested” on email or having the landlord sign and date the tenant’s copy.
- Legal Aid Works tells all clients going to court to:
 - Take proof that the CDC Declaration was delivered to the landlord to any court hearing,
 - and have proof that income was affected by COVID-19 OR receipt of stimulus check (bank statement showing deposit) OR medical bills,
 - and have proof of application for help with rent (most agencies send an email confirming application and/or asking for documentation).
 - If possible, request the landlord-tenant agreement from agency where the landlord agreed not to pursue an eviction and/or proof of amounts owed.
- The CDC order was put in place September 4, 2020. Any person who is covered under the order and is still living in the unit qualifies for protections, even if their eviction process began before September 4, 2020.
- Useful phone numbers to remember:
 - 1-833-NOEVICT
 - 1-866-LEGLAID
 - Legal Aid Justice Center: 434-977 0553



**[FORM] 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;

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.

- 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

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.

**DECLARACIÓN BAJO PENA DE PERJURIO
PARA LA MORATORIA TEMPORAL A LOS DESALOJOS DE LOS CENTROS PARA EL
CONTROL Y LA PREVENCIÓN DE ENFERMEDAD (CDC) PARA PREVENIR LA PROPAGACIÓN
DE COVID-19**

Hay que dar copia de esta declaración al dueño o el administrador de la propiedad para su alojamiento. Cada adulto quien aparece en el contrato de alquiler debe firmar esta declaración.

Certifico bajo pena de perjurio, de conformidad con 28 USC 1746, que lo siguiente es verdadero y correcto:

1. Yo he hecho todo lo posible para obtener toda la asistencia gubernamental disponible para alquiler o vivienda;
2. Espero ganar no más de \$ 99,000 en ingresos anuales para el año calendario 2020 (o no más de \$ 198,000 si presento una declaración de impuestos conjunta), O no estoy obligado(a) a reportar ningún ingreso en 2019 al Servicio de Impuestos Internos de EE. UU., O recibí una Pago de Impacto (cheque de estímulo) de conformidad con la Sección 2201 de la Ley CARES;
3. No puedo pagar el alquiler completo o hacer el pago completo de la vivienda debido a una pérdida sustancial de ingresos familiares, pérdida de horas de trabajo o salarios compensables, despidos o gastos extraordinarios gastos médicos fuera de bolsillo;
4. Estoy haciendo todo lo posible para hacer pagos parciales que estén lo más cerca posible del pago total como lo permitan las circunstancias personales, teniendo en cuenta otros gastos que no son discrecionales;
5. Si me desalojan, probablemente me quedaría sin hogar, necesitaría mudarme a un refugio para personas sin hogar o necesitaría mudarme a una nueva residencia compartida por otras personas que viven en lugares cerrados porque no tengo otras opciones de vivienda disponibles.
6. Entiendo que todavía debo pagar el alquiler o hacer un pago de vivienda, y cumplir con otras obligaciones que pueda tener bajo mi arrendamiento, contrato de arrendamiento o contrato similar. Además, entiendo que las tarifas, multas o intereses por no pagar el alquiler o hacer un pago de la casa a tiempo según lo requiera mi arrendamiento, contrato de arrendamiento o contrato similar aún se pueden cobrar o cobrar.
7. Además, entiendo que al final de esta suspensión temporal de los desalojos el 31 de diciembre de 2020, mi proveedor de vivienda puede exigir el pago total de todos los pagos no realizados antes y durante la suspensión temporal y la falta de pago puede hacerme sujeto a desalojo de conformidad con a las leyes estatales y locales.

Entiendo que cualquier declaración u omisión falsa o engañosa puede resultar en acciones penales y civiles por multas, sanciones, daños o encarcelamiento.

Firma del
declarante

Fecha