



## Centers for Disease Control & Prevention HALTS EVICTIONS UNTIL 2021

The Centers for Disease Control & Prevention (CDC) executed an order on September 4, 2020 prohibiting landlords, property owners, or other persons with a legal right to pursue eviction from taking any action to remove qualified tenants from their residence until after December 31, 2020. The Order applies only to residential property and does not cover commercial property.

The Order does not relieve the tenant of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. The Order also does not prohibit a landlord or property owner from the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract. Evictions still may be filed for reasons other than non-payment of rent, including engaging in criminal activity on the property, threatening the health or safety of other residents, damaging the property, violating health and building codes, or violating any other lease requirement not related to paying rent.

To be eligible for protection, every adult tenant on a lease must prepare a Declaration Form, or similar document under penalty of perjury, to prevent an eviction from occurring. This form can be provided directly to the landlord or property owner during the time the rent payment is due or at such time the tenant receives notice that an eviction complaint was filed with a court.

Through the Declaration Form, the tenant affirms each of the following:

1. They have used best efforts to obtain government assistance for rent or housing;
2. At least one of the following requirements applies to them:
  - a. 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), or
  - b. Were not required to report any income in 2019 to the U.S. Internal Revenue Service, or
  - c. Received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
3. They are unable to make full rent payment due to substantial loss of household income, loss of compensable hours of work or wages, a lay-off, or extraordinary out-of-pocket medical expenses;
4. They are using best efforts to make payments as close to full payments as possible; and

5. Eviction likely would render them homeless or force them to move into and live in close quarters in new congregate or shared living setting because no other housing options are available.

Renters with questions about the CDC order or Declaration Form may find additional information at the Ohio Legal Help website or should contact an attorney.

Under 18 U.S.C. 3559; 3571; 42 U.S.C. 271; and 42 C.E.R. 70.18, a person violating this Order 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 imposition of these criminal penalties.

- 1 "Residential property" means any property leased for residential purposes, including any house, building, mobile home or land in a mobile home park, or similar dwelling leased for residential purposes.

**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;<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

---

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

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, layoffs, 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.

---

<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.

• 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