

NATIONAL EVICTION MORATORIUM: FAQ FOR RENTERS

The Centers for Disease Control and Prevention (CDC) took unprecedented action on September 1 by issuing a [temporary national moratorium on most evictions for nonpayment of rent](#) to help prevent the spread of coronavirus. Citing the historic threat to public health posed by coronavirus, the CDC declared that an eviction moratorium would help ensure people are able to practice social distancing and comply with stay-at-home orders. The moratorium takes effect September 4 and will last until December 31, covering tens of millions of renters at risk of eviction.

HOW DO I KNOW IF I AM COVERED BY THE MORATORIUM?

To be eligible, renters must meet the following qualifications:

- You have used your “best efforts” to obtain government rental assistance;
- You do not expect to earn more than \$99,000 in 2020 (or \$198,000 if you are married and filed a joint tax return), or you did not need to report income to the federal government in 2019, or you received an [Economic Impact Payment](#) this year;
- You have been experiencing a “substantial” loss of household income because of a layoff or reduced work hours, or you have “extraordinary” out-of-pocket medical expenses (defined as an unreimbursed medical expense that exceeds 7.5% of your adjusted gross income for the year);
- You have been making your best effort to make partial rent payments as close to the full amount due as possible; and
- Being evicted would cause you to become homeless or you would have to move in with a friend or family member (live “doubled up”).

WHAT STEPS MUST I TAKE TO BE PROTECTED BY THE EVICTION MORATORIUM?

If you meet all of these conditions listed above, you must send a signed declaration to your landlord. There is a copy of the declaration at the end of the [CDC's order](#), and we have provided a streamlined version at the end of this document.

NLIHC and NHLP also recommend tenants send their landlords the declaration via certified mail, which will provide you with an official receipt to prove the declaration was mailed and require a signature from the recipient to prove the declaration was delivered. Sending the declaration by email also provides evidence that you submitted the declaration. You should also make a copy of the declaration to keep for your records.

DO I NEED TO PROVIDE PROOF OF FINANCIAL HARDSHIP, “BEST EFFORTS” TO OBTAIN ASSISTANCE, OR OTHER CRITERIA FOR COVERAGE?

The CDC's order does not require you to provide any proof with the declaration. However, you may want to have documents on hand in case your landlord attempts to challenge the declaration.

DO I NEED TO PROVE MY FINANCIAL HARDSHIP IS RELATED TO COVID-19?

No. The CDC's order does not require that a renter's financial hardship be COVID-related.

IF I HAVE ROOMMATES, DO WE EACH NEED TO FILL OUT A DECLARATION?

Yes. The CDC's order specifies that every adult on the lease should sign and send their own declaration.

WHAT IF MY LANDLORD IGNORES THE DECLARATION AND MOVES FORWARD WITH EVICTION?

Call your local legal aid office, tenant association, or local bar association for assistance.

- Find local legal aid offices at: <https://bit.ly/2xNyL6M>
- Find area tenant associations at: <https://bit.ly/2WJb5Kk>
- Find local bar associations at: <https://bit.ly/2KnFOpt>

Landlords who violate the CDC's order may be fined up to \$100,000, face up to a year in jail, or both if the evicted person contracts coronavirus as a result of the eviction. If an evicted tenant dies of coronavirus, the landlord could be fined up to \$250,000, face up to a year in jail, or both.

WHAT IF I AM IN THE PROCESS OF BEING EVICTED?

Because the order blocks all phases of the eviction process, if you are going through an eviction the process should be halted once the moratorium takes effect on September 4. However, the order prohibits landlords, not government officials, from evicting a covered person; it is currently unclear whether the order would stop a physical eviction from being carried out if the writ has already been issued to the sheriff in a jurisdiction where no further action is required by a landlord.

WHAT IF MY STATE ALREADY HAS AN EVICTION MORATORIUM IN PLACE?

The stronger provisions of the state ordinance should remain in effect along with the CDC order, but the CDC order does not completely explain this issue.

SHOULD I STILL PAY MY RENT?

Yes. If you are able, you should still pay as much of your rent as possible in order to continue meeting the qualifications for the moratorium. The declaration also requires you to agree that you will make partial payments to your landlord to the extent your circumstances allow it. All back rent will have to be paid once the moratorium expires on December 31, 2020.

DOES THE MORATORIUM INCLUDE ANY MONEY TO HELP ME PAY RENT?

No. Without rental assistance, the moratorium doesn't ultimately prevent evictions - it just delays them. Congress and the White House must get back to work on negotiating and enacting a coronavirus relief bill with at least \$100 billion in emergency rental assistance. Together with a national eviction moratorium, this assistance would keep renters stably housed throughout the duration of the pandemic and beyond.

CAN I BE EVICTED WHEN THE MORATORIUM EXPIRES?

Yes, although right now it is unclear whether the CDC's order would waive protections afforded to renters under state or local laws.

For more information, contact Sarah Saadian, vice president of policy at NLIHC, at ssaadian@nlihc.org; Noelle Porter, director of government affairs at NHLP, at nporter@nhlp.org; or Kim Johnson, policy analyst at NLIHC, at kjohnson@nlihc.org.



Declaration of _____ (Name of Tenant)

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following facts are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;
- 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 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.
- 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.

Date: _____

Signature of Tenant