

OVERVIEW OF NATIONAL EVICTION MORATORIUM

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 last until December 31, covering tens of millions of renters at risk of eviction.

WHY DID THE CDC ISSUE THIS ORDER?

In its [notice](#), the CDC argues coronavirus presents a historic threat to public health and eviction moratoriums can be an effective public health measure to prevent the spread of coronavirus. An eviction moratorium is necessary to ensure people are able to follow best practices recommended by the CDC to cut down on coronavirus transmission, including quarantine, isolation, and social distancing. Moreover, the notice states housing stability helps protect public health because homelessness increases the likelihood of individuals moving into congregate settings, such as homeless shelters, which then puts individuals at higher risk of COVID-19.

CDC cites NLIHC's report [Out of Reach: The High Cost of Housing](#) and explains that the high cost of housing makes individuals who have experienced a drop in income since the onset of the pandemic particularly vulnerable to eviction. Without significant federal intervention, NLIHC, the Aspen Institute, and other experts predict [30 million to 40 million](#) people will face eviction by the end of the year.

DOES THE FEDERAL MORATORIUM STOP ALL EVICTIONS?

Effective September 4, the order declares a national moratorium on residential evictions for eligible renters for nonpayment of rent and nonpayment of other fees or charges until December 31, 2020.

Tenants can still be evicted for:

- Conducting criminal activity on the property;
- Threatening the health or safety of other residents;
- Damaging or posing an immediate and significant risk of damage to the property;
- Violating applicable building codes, health ordinances, or other regulations related to health and safety; and
- Violating any contractual obligation other than the timely payment of rent, late fees, penalties, or interest.

DOES THE FEDERAL MORATORIUM BLOCK ALL STAGES OF AN EVICTION?

The order defines "evict" and "eviction" as "any action by a landlord, owner of a residential property, or other person with a legal right to pursue eviction...to remove or cause the removal of a covered person from a residential property;" accordingly, it appears to block all phases of the eviction process. However, the order applies to landlords, not government officials, so as of now it is 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 the landlord.

WHAT AUTHORITY DOES CDC HAVE TO ISSUE THIS ORDER?

The order cites section 361 of the Public Health Service Act ([42 USC § 264](#) and a regulation pursuant to the Act, 42 C.F.R. 70.2), which grants the Secretary of Health and Human Services broad authority to enact measures to prevent the spread of disease.

IS THE MORATORIUM EFFECTIVE IN MY STATE OR TERRITORY?

The order applies to every state and territory with reported cases of coronavirus. Because American Samoa does not have reported cases of coronavirus, it is not currently covered by the federal moratorium.

The order ensures that the federal moratorium applies in all jurisdictions, except where state, local, or tribal areas have an eviction moratorium that “provides the same or greater level of public health protection” than the CDC order. For jurisdictions that have their own moratoriums, the stronger of the state/local moratorium (or related Covid-19 tenant protection law) and CDC moratorium will likely prevail, but the Order is not fully clear on this point.

DOES THE FEDERAL MORATORIUM COVER ALL FORMS OF RENTAL HOUSING?

The order appears to cover all standard rental housing, including mobile homes or land in a mobile home park.

However, it does not cover individuals renting hotels, motels, or other guest homes rented temporarily. Whether or not individuals living in hotels, motels, or renting guest homes are protected from eviction would depend on state/local law.

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

To qualify, an individual must 1) be a “tenant, lessee, or resident of a residential property” and 2) provide a signed declaration to their landlord stating that they:

- Have “used best efforts to obtain all available government assistance for rent or housing;”
- Expect to earn no more than \$99,000 annually in 2020 (or no more than \$198,000 jointly), or were not required to report income in 2019 to the IRS, or received an Economic Impact Payment;
- Are unable to pay rent in full or make full housing payments due to loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical costs;
- Are making their best efforts to make timely partial payments as close to the full rental/housing payment as possible;
- Would likely become homeless, need to live in a shelter, or need to move in with another person (aka live doubled-up) because they have no other housing options;
- Understand they will still need to pay rent at the end of the moratorium (Dec. 31, 2020); and
- Understand that any false/misleading statements may result in criminal and civil actions.

A sample declaration is included at the end of this FAQ.

Because of the requirement that tenants be “unable to pay rent in full or make full housing payments due to loss of household income, loss of compensable hours of work or wages, [or] lay-offs,” there are some low-wage workers who have not experienced a drop in income who will not be protected under this order unless they have “extraordinary out-of-pocket medical costs.” Out-of-pocket medical costs are considered “extraordinary” if they are likely to exceed 7.5% of a household’s adjusted gross income for the year.

ARE RENTERS STILL RESPONSIBLE FOR BACK RENT AND FEES/ PENALTIES ACCUMULATED DURING THE EVICTION MORATORIUM?

Yes, renters must pay any back rent or fees and penalties accumulated during the moratorium. For this reason, the moratorium provides immediate protection to renters, but it is not sufficient to prevent evictions. Instead, it postpones evictions until the moratorium ends on December 31, 2020.

WHAT HAPPENS IF A LANDLORD VIOLATES THE MORATORIUM?

Landlords in violation of the moratorium may be subject to a fine of up to \$100,000, one year in jail, or both; the fine increases to \$250,000 if the violation results in the death of a tenant. Organizations found to be in violation of the moratorium may be subject to a fine of up to \$200,000 per violation, or up to \$500,000 per violation if the violation results in a death.

DOES THE MORATORIUM INCLUDE RENTAL ASSISTANCE?

No. Without rental assistance, the moratorium does not ultimately prevent evictions. 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 and small landlords able to pay their bills and maintain their properties during the pandemic.

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.

Signature of Tenant

Date: _____