

## **COVID-19 Eviction Suspension through December 2020**

To control the spread of COVID-19, the Centers for Disease Control (CDC) has made an eviction suspension order. The order is for the entire United States.

**What does the order do?** The CDC order delays some evictions until December 31, 2020.

**Are all evictions are suspended?** **No.** The order postpones many evictions, including those for nonpayment of rent, fees, and other charges. It does not stop evictions for criminal activity on the property, threatening other residents, damaging property, violating health and safety codes, or breaking the lease for something besides nonpayment.

**Will I still owe rent while the eviction is postponed?** **Yes.** You owe rent while you live in a place, even if the court eviction process is delayed. You should pay rent when you can.

### **HOW TO GET THE PROTECTION OF THE CDC ORDER**

**FIRST**, the tenant must **read** a statement to see if it true to them. The statement is called a Declaration.

**SECOND**, if the Declaration is true for the tenant, they must **sign** it under oath. Each adult in the residence for whom the Declaration is true should also sign one. Be sure to keep photocopies for your own records.

**SECOND**, the tenant must **give a copy** of the Declaration to the landlord, or the owner of the rental place, or to another person if you believe that the person has a right to have you evicted.

**When does the protection take effect?** It takes effect when you deliver a signed copy to the landlord. It would be wise to have a witness see you do that. The witness should be an adult who does not live with you and is not related to you by blood or marriage.

**What if I have an eviction court date?** Go to court. Ask the magistrate or judge to stop the eviction. Take a copy of your Declaration with you.

**What if an eviction hearing has already happened?** Within ten days after court, you may go to the courthouse to make an appeal. Take a copy of your Declaration with you. When you give the clerk the appeal documents, file the Declaration with the *Notice of Appeal*.

**What if the ten days for appeal have ended?** You should talk with a lawyer. You may still be able to stop the eviction process.

**Where can I get legal help?** If you are a veteran, a low-income person, or a senior citizen you may apply for free help from Legal Aid of North Carolina. Call **866.219.5262**.

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| Warning: Do not make any misleading, false, or incomplete statement in the Declaration. You could be prosecuted. You could go to jail or be ordered to pay a fine. |
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**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**

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

1. I have used best efforts to obtain all available government assistance for rent or housing;<sup>1</sup>
2. 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;
3. 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<sup>2</sup> out-of-pocket medical expenses;
4. 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;
5. 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>
6. 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.
7. 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

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

<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.