



**DECLARATION FOR THE
CENTERS FOR DISEASE
CONTROL AND PREVENTION'S
TEMPORARY HALT IN
EVICTIONS TO PREVENT
FURTHER SPREAD OF COVID-19**

Mag. Dist. No:
MDJ Name:
Address:

Telephone:

Note: If you haven't received a formal eviction notice from a Magisterial District Court, you do not need to fill out the Court related information above and to the right. **You should review the statements below and provide a signed declaration (pg. 2) to your landlord if true and correct.**

Landlord Name

v.

Tenant Name

Docket No: _____

Case Filed: _____

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: (i) was not required to report any income in 2020 to the U.S. Internal Revenue Service, or (ii) received an Economic Impact Payment (stimulus check) in 2020 or 2021, or (iii) in 2020 or 2021, I earned (or expect to earn) less than \$99,000 in annual income (or less than \$198,000 if filing a joint tax return)
- 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 my 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;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 house payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected;

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.

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.

- I further understand that at the end of this temporary halt on evictions on **June 30th, 2021**, 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.

Even if you have provided a declaration to your landlord, the Order does not prevent your landlord from seeking a hearing, if authorized by State or local law and in accordance with State or local court procedure, to challenge the truthfulness of your declaration.

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

Declarant Printed Name

Declarant Address

Note 1: If you have already signed an eviction moratorium declaration, you do not need to submit another one.

Note 2: Each adult listed on the lease, rental agreement, or housing contract should complete and provide a separate declaration both to your landlord and to any court in which an eviction is pending. The CDC has stated that in *some circumstances* it may be appropriate for only one member of the residence to provide an executed declaration on behalf of other adults residents who are party to the lease, rental agreement, or housing contract.

ATTN LANDLORDS: Thank you for your compliance. If you violate the CDC's eviction Order, you and/or your business may be subject to criminal penalties, including fines and a term of imprisonment.

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

Supplemental Instructions

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, though the CDC has stated that in some circumstances it may be appropriate for only one member of the residence to provide an executed declaration on behalf of other adults residents who are party to the lease, rental agreement, or housing contract. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through **June 30th, 2021**. 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.