

**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 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 house 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 forgoing 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 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<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;

---

<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.

- If evicted, I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence share 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 house 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 30, 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 statement or omissions may result in criminal and civil actions for fines, penalties, damages or imprisonment.**

---

**SIGNATURE OF DECLARANT**

---

**DATE**

---

<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.