

CDC EVICTION MORATORIUM INFORMATION & RESOURCES FOR ANNE ARUNDEL COUNTY RENTERS DURING THE COVID-19 PANDEMIC

NATIONAL EVICTION MORATORIUM in PLACE through DECEMBER 31, 2020

Current as of September 17, 2020 - Note that these policies and procedures are changing rapidly.

On **September 1, 2020**, the Centers for Disease Control and Prevention (CDC) issued a **temporary nationwide moratorium on most evictions for failure to pay rent**. The moratorium started on September 4, 2020, and it will remain in place until December 31, 2020. The moratorium does **NOT** mean that **tenants can stop paying rent**. However, it does mean **landlords cannot evict most tenants for failure to pay rent before January 1, 2021**.

To be a COVERED TENANT UNDER the CDC MORATORIUM, you MUST

- ❖ Use your **best efforts to get rental assistance** from governmental rental assistance programs.
- ❖ Expect to **earn no more than \$99K in 2020 or \$198K if married** filing taxes jointly. (If you were not required to report any income to the IRS for 2019, or if you received a stimulus check as part of the CARES Act, you are eligible under this requirement.)
- ❖ Be **unable to pay your full rent** due to a substantial loss of income to your household or because of extraordinary out-of-pocket medical expenses.
- ❖ Use your **best efforts to at least make partial rent payments** in a timely fashion, as your circumstances permit.
- ❖ Be at risk of needing to move into a homeless shelter, or into a new residence where others live because you **have no other housing options**.
- ❖ Understand that **rent is still due**, and you may be charged fees, penalties or interest for not paying your rent as it becomes due.
- ❖ Understand that your **landlord may require full payment of all rent due** when the moratorium expires, and that **eviction may happen** then if you do not pay in full.

PROTECTION UNDER the CDC MORATORIUM is NOT AUTOMATIC.

To be PROTECTED, YOU MUST SIGN a CDC DECLARATION and GIVE it to your LANDLORD.

- ❖ To find the CDC Declaration, visit <https://www.cdc.gov/coronavirus/2019-ncov/downloads/declaration-form.pdf>
- ❖ Each **adult on the lease must sign his/her own copy of the CDC Declaration** that goes with the CDC's Moratorium order and **give it to your landlord**.
- ❖ Even if you submit a CDC Declaration to your landlord, you **MUST still try your best to keep paying the rent**.

- ❖ If you **fall behind on rent**, try to **work out a payment plan, if possible, to avoid the risk of eviction later down the road**.
- ❖ The moratorium only **delays eviction**; it does **NOT eliminate the rent** from **adding up** over time.

If YOU are SUED for FAILURE to PAY RENT, YOU MUST ATTEND the HEARING and PRESENT your SIGNED CDC DECLARATION to the JUDGE.

- ❖ As of this writing, **Maryland courts are allowing Failure to Pay Rent cases to go forward with court hearings**, even though evictions cannot take place until after December 31, 2020.
- ❖ If you are sued for **Failure to Pay Rent**, you must go to the hearing to present your CDC Declaration. **The judge will NOT apply the CDC Moratorium unless you raise it yourself**.
- ❖ The CDC Moratorium order prevents evictions at every stage, so if you have been **sued for eviction** or even if there is already an eviction order in place, you should **submit a signed CDC Declaration to the court** to prevent the eviction from happening.
- ❖ According to the Maryland Court's most recent guidance, the **Court will hold a hearing** to determine whether the **CDC Moratorium applies to you**, and to determine the **amount of rent owed**, if any. The judge will make note of any amount owed, but he or she will not enter the judgment until after the CDC Moratorium has expired.

COURT TIPS

- ❖ The CDC Order does **NOT require proof that you have used best efforts to pay rent or to get rental assistance**, but you should bring any documents with you that might support your declaration in case your landlord challenges your declaration.
- ❖ The CDC Order does **NOT require that your financial hardship be related to COVID-19 issues** (unlike the Maryland state moratorium).
- ❖ If you are concerned about going to court in person, you may file a Motion with the court asking that you be allowed to appear remotely or that the entire hearing be held remotely. You must ask in advance and you must send a copy of the Motion to the landlord or his attorney when you file the Motion with the court. A form for the Motion can be found online at: <https://mdcourts.gov/sites/default/files/court-forms/ccdc110.pdf>.

If a LANDLORD EVICTS you after you HAVE PRESENTED the CDC DECLARATION

- ❖ Landlords can be **fined up to \$100,000 and/or face up to a year in jail** if they violate the CDC's Moratorium on Evictions and a tenant then contracts COVID-19. The **fine could increase to \$250,000** if a tenant dies of COVID-19 after an eviction in violation of the CDC Order.

**DECLARATION UNDER PENALTY OF PERJURY
FOR
THE CENTERS FOR DISEASE CONTROL AND PREVENTION OF 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 from where you are living through December 31, 2020. 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.

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 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 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 individual's circumstances may permit, taking into account other nondiscretionary expenses;

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.

- 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 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 Declarant

Date

Print Name of Declarant

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.