

**LANDLORD TENANT RELATIONS IN THE DAYS OF
THE CORONA VIRUS - PART 15(b)
FEDERAL MORATORIUM ON EVICTIONS - UPDATE**

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Earlier today, I sent out a scathing report on Trump's imposition of a federal eviction moratorium. In that report, I talked about a little girl (owner) who now is not going to be able to evict the squatter who had moved into the house without a lease and without paying any rent.

One of the people who received my article e-mailed me the exact language of the CDC's moratorium order. It is available online at [federalregister.gov/d/2020-19654](https://www.federalregister.gov/d/2020-19654). There is language in this order that exempts the little girl from the moratorium. The moratorium specifically exempts evictions of persons who are not being evicted for non-payment of rent. Thus, the little girl who I am representing should be able to proceed with her eviction and still comply with the CDC order. She is not evicting because of non-payment of rent; she is evicting because the person who moved into the house has no legal right to be there.

The exact language of the exception reads as follows:

Nothing in this Order preclude evictions based on a tenant, lessee, or resident: (1) engaging in criminal activity while on the premises; (2) threatening the health or safety of other residents; (3) damaging or posing an immediate and significant risk of damage to property; (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).

This order also contains a rather unusual provision regarding a tenant declaration. To rely upon the CDC's order, the tenants who want to be protected from eviction must provide a signed copy of the attached Declaration form to their landlord or owner of the building. Each adult tenant who is listed on the lease must complete and provide this declaration. The order is clear that these persons still owe the rent; they just can't be evicted for the rest of this year if they don't pay the rent.

If a landlord has received the declaration form and attempts to evict anyway, the landlord can be fined up to \$100,000 if the violation does not result in death or \$250,000 if the violation results in death or one year in jail or both. Fines against organizations that violate the order are even higher. The Department of Justice is authorized to initial court proceedings to impose these penalties.

ATTACHMENT
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 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;³⁷

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 extraordinary³⁸ 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 Declarant

Date