

**TENANT'S DECLARATION IN SUPPORT OF TENANT'S CLAIM OF COVERAGE UNDER THE  
CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS**

Tenant's name ("Declarant"): \_\_\_\_\_

Rental address: \_\_\_\_\_

Landlord's name: \_\_\_\_\_

Landlord's address: \_\_\_\_\_

Date: \_\_\_\_\_

Dear \_\_\_\_\_,

**I am writing to you to claim my right not to be evicted for nonpayment of rent.**

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;
- At least one of the following statements applies to my situation:
  - I expect to earn no more than \$99,000 in annual income for Calendar Year 2020-2021 (or no more than \$198,000 in combined income if I am filing a joint tax return), or
  - I was not required to report any income in 2019 to the U.S. Internal Revenue Service, or
  - I 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 out-of-pocket medical expenses;
- I am using my best efforts to make timely partial rent payments that are as close to the full payment as my circumstances 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 when this temporary halt on evictions ends, my housing provider can require payment in full for all payments not made prior to and during the temporary halt (including past due rent, late fees, and other charges allowed by law or under my lease or rental agreement), and that if I fail to pay in full, I might be subject to eviction under state and local laws.

I understand that any false or misleading statements or omissions could result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Tenant-Declarant \_\_\_\_\_ Date \_\_\_\_\_

Tenant's name: \_\_\_\_\_

### Statement of Delivery to Landlord

I provided my landlord with this Declaration by:

- Giving it to \_\_\_\_\_ [*landlord or landlord's authorized representative*]  
in person on \_\_\_\_\_ [*date*], at \_\_\_\_\_ [*place of delivery*].
- My signature indicates only that I have received this Declaration  
\_\_\_\_\_ [*landlord's signature*].
- I mailed the Declaration as follows: \_\_\_\_\_ [*method of sending*]  
on \_\_\_\_\_ [*date*].

