

Corona Virus/CDC Eviction Guidelines

As of September 4, 2020, the Center for Disease Control (CDC), issued an order entitled Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19 .

This order provides tenants a defense to the eviction process in the event that they have been affected by the COVID-19 Pandemic. Tenants who are covered by this order, may be able to postpone an eviction through **December 31, 2020**, if the tenant meets certain criteria.

If the tenant is unable to pay the full amount of rent, and...

- Is trying to obtain rental assistance,
- Will earn less than \$99,000 in annual income (or no more than \$198,000 if filing a joint tax return) for the year 2020, or was not required to file a return in 2019, or received a stimulus check during the COVID-19 Pandemic under the CARES ACT,
- Is unable to pay the full monthly rent due to loss of income, lay-off, loss of hours or wages, or has extraordinary out-of-pocket medical expenses,
- Is trying to pay as much toward the rent as possible,
- If evicted is likely to become homeless or will have to move into close quarters with other residents because there is no other housing available,
- Understands rent is still owed and that they are subject to fees and interest for late or non-payments, and
- Understands that all outstanding debt owed to the landlord must be paid;

Then tenant may have an eviction temporarily stopped by filling out a ***Tenant's Declaration*** form and giving a copy to the landlord and a copy to the court for its records.

If you need legal advice, please seek the help of an attorney or visit Georgia Legal aid at www.georgialegalaid.org.

For Housing assistance: visit www.hud.gov or call the Bartow County Housing Response Crisis Line at 470-315-0292.

HOW TO USE THIS DECLARATION

This declaration is for tenants, lessees, or residents of residential properties. 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.**

1. You must try to obtain assistance with your rent. Make notes about which organizations you contacted, the date, and what they said. Keep a copy for your records.
2. Complete the attached Tenant's Declaration with the date, your landlord's contact information, and your contact information. The Declaration must be signed by each adult on the lease. Keep a copy for your records.
3. Send the Tenant's Declaration to your landlord by regular mail, certified mail with return receipt requested, and by email. Keep a copy of any response from your landlord.
4. Continue to pay as much rent as you can when it is due. Keep a copy of your receipt.
5. If your landlord refuses to accept a partial payment, make a record of your attempt to pay and your landlord's response.
6. Be prepared to pay all past due rent and fees when the eviction moratorium expires or you may be evicted.
7. If you are served with an eviction notice and need legal advice please call Georgia Legal Services at 1-833-457-7529 .

TENANT’S DECLARATION

DATE: _____

TO LANDLORD: _____

FROM TENANT(S): _____

Re: Tenant’s Declaration under the “Temporary Halt in Residential Evictions” Order

Dear Landlord:

On September 4, 2020, the Centers for Disease Control and Prevention published an emergency order to temporarily halt residential evictions to stop the spread of COVID-19. A copy of the Order can be found at [federalregister.gov/d/2020-19654](https://www.federalregister.gov/d/2020-19654) and at [govinfo.gov](https://www.govinfo.gov). The CDC Order is effective from September 4, 2020, through December 31, 2020. According to the Order, “a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property in any jurisdiction to which this Order applies during the effective period of the Order.”

The CDC Order contains criminal penalties for violations. Under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; and 42 CFR 70.18 a landlord may be fined up to \$500,000 or jailed.

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;

- 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 out-of-pocket medical expenses;

- I am using best efforts to make timely partial payments that are as close to the full payment as 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. (“Available housing” means any available, unoccupied residence, or other space in any seasonal or temporary housing, that would not violate occupancy laws and that would not result in an increased housing cost to you.)

- 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 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 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 Tenant

Date

Signature of Tenant

Date