

Temporary Halt on Some Evictions until December 31, 2020

On September 4, the Centers for Disease Control (CDC) published an Order that temporarily halted Residential Evictions for nonpayment of rent to Prevent the Further Spread of COVID-19.

ARE YOU:

- Behind in your rent or being threatened with eviction? AND
 - Unable to make your full rent payment due to loss of income? AND
 - You expect to earn less than \$99,000 in 2020
- If so, you may be able to halt the eviction until after 12/31/2020.

WHAT YOU MUST DO:

1. Apply for rental assistance from local agencies. See below for contact information.
2. Contact your landlord and offer to pay as much rent as you can afford.
3. Read the attached CDC form carefully. If you meet all of the requirements, sign it.
4. Make a copy to keep for yourself.
5. Give the original to your landlord.

REMEMBER: You still have to try to pay rent. This does not cancel your rent. It is important that you try to make partial rent payments until January 1, 2021.

WHAT TO DO IF YOU RECEIVE EVICTION COURT PAPERS:

1. IF you receive court papers, then you need to also take a copy of the CDC form to Room 115 of the Hamilton County Courthouse and “file it” with the Clerk of Courts. This doesn’t cost money.
2. Call Legal Aid to see if an attorney is available to assist you.
3. Go to Court on the court date. The Court will allow the landlord’s lawyer to ask you questions about your CDC form. If you do not show up for Court, you will likely still be evicted.
4. You should tell the magistrate that you used your “best efforts” to make partial payments to your landlord. If your landlord refused payments, tell the court that too.
5. You should tell the magistrate that you used your “best efforts” to apply for rental assistance. Tell the court which agencies you called.
6. While not required, you can bring papers showing you lost income, applied for rental assistance and receipts for any rent you have been able to pay.
7. If the Court still rules against you, you may be able to appeal this decision.

WHERE TO APPLY FOR RENT ASSISTANCE:

- **Community Action Agency**
513-569-1840 option #4
epa@cincy-caa.org
- **Talbert House**
513-338-8596
RAP@TalbertHouse.org
- **Freestore Foodbank**
513-381-7627
<https://freestorefoodbank.org/rent-and-utilities-assistance/>

For assistance, call the Help Center at (513) 946-5650
or Legal Aid at (513) 241-9400

**[FORM] 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;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

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.