

FEDERAL MORATORIUM ON EVICTIONS FOR NONPAYMENT OF RENT

FAQ FOR RENTERS

The Centers for Disease Control and Prevention (CDC) took unprecedented action on September 1 by issuing a [temporary national moratorium on most evictions for nonpayment of rent](#) to help prevent the spread of coronavirus. Citing the historic threat to public health posed by coronavirus, the CDC declared that an eviction moratorium would help ensure people are able to practice social distancing and comply with stay-at-home orders. The CDC issued on October 9 [guidance](#) creating new burdens for renters seeking moratorium protections. While the new guidance does not rescind the moratorium on most evictions for nonpayment of rent, it states that landlords may challenge tenant declarations and initiate eviction proceedings at any time.

The CDC eviction moratorium took effect September 4 and was initially set to expire on December 31. Congress extended the moratorium through January 2021 - and President Biden further extended it through March, June, and July - and provided a total of [\\$46.5 billion](#) for emergency rental assistance (ERA). The eviction moratorium lapsed on July 31, but the CDC announced on August 3 a new [eviction moratorium](#) through October 3 for renters living in communities experiencing a surge in COVID-19 cases, covering an estimated 80% of all U.S. counties and 90% of all renters. The CDC's announcement came one day after the Biden administration [announced](#) additional steps it will take to protect renters and prevent evictions during the pandemic, including those [recommended by NLIHC and the National Housing Law Project](#).

HOW IS THE NEW CDC EVICTION MORATORIUM DIFFERENT FROM THE PREVIOUS MORATORIUM?

The new moratorium:

- Prevents renters in communities experiencing a substantial or high level of community transmission of COVID-19 from being evicted for nonpayment of rent;
- Protects renters for up to two months, from August 3 to October 3. Renters lose protections under the moratorium once their community is no longer experiencing a substantial or high level of community transmission;
- Requires renters to provide their landlord with a signed declaration form to be covered. Renters who previously submitted declaration forms are not required to do so again; and
- Does not relieve renters from their obligation to pay rent.

Find out whether your county is experiencing a substantial or high rate of transmission here: <https://covid.cdc.gov/covid-data-tracker/#county-view>

HOW DO I KNOW IF I AM COVERED BY THE MORATORIUM?

To be eligible, renters must meet the following qualifications:

- You live in a U.S. county experiencing substantial or high rates of community transmission of COVID-19;
- You have used your “best efforts” to obtain government rental assistance;
- You do not expect to earn more than \$99,000 in 2021 (or \$198,000 if you are married and filed a joint tax return), or you did not need to report income to the federal government in 2020, or you received an [Economic Impact Payment](#) (stimulus check) this year; ; or you receive SNAP, TANF, SSI, or SSDI benefits;
- You have been experiencing a “substantial” loss of household income because of a layoff or reduced work hours, or you have “extraordinary” out-of-pocket medical expenses (defined as an unreimbursed medical expense that exceeds 7.5% of your adjusted gross income for the year);
- You have been making your best effort to make partial rent payments as close to the full amount due as possible; and
- Being evicted would cause you to become homeless or you would have to move in with a friend or family member (live “doubled up”).

Since the CDC order has been challenged in court, tenants should stay tuned for updates, rather than just assuming they are protected through October 3. Not all courts are interpreting the CDC order in the same way, and in a few jurisdictions, these protections may not apply. Contact your [local legal aid organization](#) or community organizing group to be connected to legal assistance if you are facing eviction.

WHAT STEPS MUST I TAKE TO BE PROTECTED BY THE EVICTION MORATORIUM?

If you meet all of these conditions listed above, you must provide a signed [declaration](#) to your landlord. We have provided a streamlined version at the end of this document. If you previously submitted a declaration form, you are not required to do so again.

NLIHC and NHLP also recommend tenants send their landlords the declaration via certified mail, which will provide you with an official receipt to prove the declaration was mailed and require a signature from the recipient to prove the declaration was delivered. Sending the declaration by email also provides evidence that you submitted the declaration. You should also make a copy of the declaration to keep for your records.

DO I NEED TO PROVIDE PROOF OF FINANCIAL HARDSHIP, “BEST EFFORTS” TO OBTAIN ASSISTANCE, OR OTHER CRITERIA FOR COVERAGE?

While the CDC’s order does not require you to provide any proof with the declaration, the [guidance](#) issued on October 9 states that landlords may challenge renters’ declarative statements. NLIHC and NHLP recommend renters keep documents on hand in case a court allows your landlord to challenge the declaration.

DO I NEED TO PROVE MY FINANCIAL HARDSHIP IS RELATED TO COVID-19?

No. The CDC’s order does not require that a renter’s financial hardship be COVID-related.

IF I HAVE ROOMMATES, DO WE EACH NEED TO FILL OUT A DECLARATION?

If possible. The CDC's order specifies that every adult on the lease should sign and provide their own declaration. However, one declaration from any household member should be sufficient to protect the entire household from eviction.

DOES THE FEDERAL MORATORIUM BLOCK ALL STAGES OF AN EVICTION?

The CDC's guidance on the order states that landlords may initiate eviction proceedings at any time, but covered tenants cannot be evicted until the moratorium expires on October 3, 2021. However, in most states, eviction suits would still be prohibited by state law if brought before the CDC moratorium expires. If sued for eviction, seek legal assistance.

WHAT IF MY LANDLORD IGNORES THE DECLARATION AND MOVES FORWARD WITH EVICTION?

While your landlord may be able to file an eviction lawsuit under the CDC's moratorium, many such cases are improper under state law and should be dismissed. Even if allowed, a landlord cannot remove you from the property before October 3, 2021. As a tenant, you retain all existing rights and protections against eviction under applicable state law. NLIHC and NHLP recommend you call your local legal aid office, tenant association, or local bar association for assistance.

- Find local legal aid offices at: <https://bit.ly/2xNyl6M>
- Find area tenant associations at: <https://bit.ly/2WJb5Kk>
- Find local bar associations at: <https://bit.ly/2KnFOpt>

Landlords in violation of the moratorium may be subject to a fine of up to \$100,000, one year in jail, or both; the fine increases to \$250,000 if the violation results in the death of a tenant. Organizations found to be in violation of the moratorium may be subject to a fine of up to \$200,000 per violation, or up to \$500,000 per violation if the violation results in a death.

The Consumer Financial Protection Bureau (CFPB) and the Federal Trade Commission (FTC) announced that the agencies will monitor eviction practices and enforce penalties against landlords who violated the eviction moratorium. You can file a complaint against your landlord if they violate the moratorium with the CFPB and FTC:

- File a complaint with the CFPB at <https://www.consumerfinance.gov/complaint/>.
- File a complaint with the FTC at <https://reportfraud.ftc.gov/#/?pid=A>.

WHAT IF I AM IN THE PROCESS OF BEING EVICTED?

If you qualify as a "covered" tenant and your landlord initiated an eviction for nonpayment of rent before September 4, 2020, but the eviction has not been completed, you are protected under the order.

WHAT IF MY STATE ALREADY HAS AN EVICTION MORATORIUM IN PLACE?

The stronger provisions of the state ordinance should remain in effect along with the CDC order. That means if the CDC order would not protect you from eviction but a state law would, the state law applies.

SHOULD I STILL PAY MY RENT?

Yes. If you are able, you should still pay as much of your rent as possible in order to continue meeting the qualifications for the moratorium. The declaration also requires you to agree that you will make partial payments to your landlord to the extent your circumstances allow it. All back rent may have to be paid once the moratorium expires on October 3, 2021.

HOW CAN I ACCESS EMERGENCY RENTAL ASSISTANCE?

If you or someone you know needs emergency rental assistance:

- Call 2-1-1 or visit www.211.org. 2-1-1 will connect you to a local call center that can share information about local programs that might be able to help.
- Find your local rental assistance program using NLIHC's [database](#). More than 1,000 emergency rental assistance programs have been created or expanded the pandemic, and Congress has provided \$46 billion to help renters remain stably housed. If you haven't yet, apply right away - it will take time for the money to get to you and your landlords.
- Get further guidance from a legal aid attorney. A list of legal aid organizations can be found [here](#) and [here](#).
- [Contact](#) your representatives and senators. District office staff often know of available state/local resources, and it's very important that your members of Congress hear about the housing challenges you are facing.

Learn more about how to access ERA on the CFPB's website: <https://bit.ly/3hh2Q1o>.

CAN I BE EVICTED WHEN THE MORATORIUM EXPIRES?

Possibly. Tenants who remain delinquent in rent upon expiration of the CDC's order may still have protections under state or local laws or may be able to avoid eviction through negotiations with their landlords.

For more information, contact Sarah Saadian, vice president of policy at NLIHC, at ssaadian@nlihc.org; Noelle Porter, director of government affairs at NHLP, at nporter@nhlp.org; or Alayna Calabro, policy analyst at NLIHC, at acalabro@nlihc.org.

DECLARATION OF _____

(Name of Tenant)

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following facts 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 2021 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2020 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) in 2020 or 2021;
- 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 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 live in a U.S. county experiencing substantial or high rates of community transmission levels of SARS-CoV-2.
- 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 October 3, 2021, 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.

Date: _____

Signature of Tenant