

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 moratorium took effect September 4 and was initially set to expire on December 31. The emergency COVID-19 relief measure enacted in December 2020 included \$25 billion in emergency rental assistance and an extension of the federal

eviction moratorium through January 31. In response to President Joe Biden's executive order instructing the CDC to extend the federal eviction moratorium, the CDC on January 29 issued an [order](#) extending the moratorium through March 31, 2021. The Biden administration [announced](#) on March 29 an extension of the [federal eviction moratorium](#) through June 30, 2021, and greater enforcement of the moratorium's protections – two measures that will help keep millions of renters stably housed during the pandemic and prevent further spread of and deaths from COVID-19.

Unfortunately, the Biden administration did not act on the clear evidence and need to also strengthen the order to address the flaws that undermine its public health purpose. The Biden administration must strengthen the order and close the loopholes that some landlords have exploited to continue evicting renters from their homes and must ensure the moratorium's protections are automatic and universal throughout the duration of the pandemic.

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

To be eligible, renters must meet the following qualifications:

- 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;
- 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").

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.

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 June 30, 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 July 1, 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 June 30, 2021.

DOES THE MORATORIUM INCLUDE ANY MONEY TO HELP ME PAY RENT?

The CDC order does not include rental assistance. The American Rescue Plan Act (ARP) passed by Congress in March 2021 includes nearly [\\$50 billion in housing and homelessness resources](#), including \$27 billion for rental assistance and \$5 billion for utility assistance. These resources are in addition to the [\\$25 billion emergency rental assistance](#) (ERA) program enacted by Congress in December 2020. Learn more about the Treasury Department’s ERA program [here](#).

NLIHC is tracking state and local emergency rental assistance programs. Find a rental assistance program near you at: <https://nlihc.org/rental-assistance>.

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 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 June 30, 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