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. Review the Housing Resources List provided by Gwinnett Legal Aid to 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 please call Gwinnett Legal Aid at (678) 376-4545.
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 and at 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