

CDC EVICTION MORATORIUM SELF-HELP PACKAGE
INSTRUCTIONS TO TENANTS

On September 4, 2020, the Centers for Disease Control (“CDC”) issued an emergency order that protects many people from being evicted if they can’t pay their rent. **To get this protection, you and all other adults listed on your lease or housing contract will each have to sign a document and give it to your landlord.** This document will need to say that:

- You have used your “best efforts” to get any available government rental or housing assistance;
- You don’t expect to make more than \$99,000 during 2021 (or \$198,000 for two people who file taxes jointly), OR you did not have to pay income tax in 2020, OR you received a stimulus check earlier this year;
- You can’t make your full rent payment because your household lost income, lost hours at work, or have large out-of-pocket medical expenses;
- You would probably become homeless, need to move into a homeless shelter, or need to share a home with others if you were evicted;
- You will use your “best efforts” to pay as much of your rent as you can;
- You understand that you still have to pay your rent and comply with any other obligations you have under your lease. Your landlord may be able to charge late fees or other penalties if you don’t pay your rent on in full on time.
- You understand that your Landlord may require payment in full for all missed rent payments and late fees once these protections end on March 31, 2021;

You must sign this document “under penalty of perjury.” This means that everything the document says must be true for you. If you sign this document and anything in it is not true, you could be committing a crime. If you have questions or want to talk with an attorney about your situation, there are free and low-cost options available throughout the state. The last page of this package has contact information for groups that may be able to help. Using this package does not mean that any of the attorneys who put it together are representing you.

Instructions:

1. Every adult on your lease must sign their own copy of this Declaration and give it to the landlord. So if there are two tenants, you will need to give the landlord two Declarations to be protected.
2. Also fill out the CERTIFICATE OF SERVICE to state how you gave the Declaration to your Landlord. Keep this for your records so you can prove in court how you served the Declaration.
3. You should keep a copy of each Declaration you give to the landlord.
4. Sign the Declaration only if everything in it is true and correct.
5. If your landlord has already filed for eviction or files in the future, you should file your CERTIFICATE OF SERVICE and a copy of your Declaration with the Court or be ready to show it to the Court.

Declaration of Hardship Under CDC Eviction Order

LANDLORD COPY

To _____:
(Landlord)

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 assistance¹ 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) 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;
- 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 March 31, 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.

Signature of Declarant, Tenant Unit Address Date

Print Name: _____

Authority⁴

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.
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.
⁴ The authority for this Order is Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 CFR 70.2. Dated: September 1, 2020.

Declaration of Hardship Under CDC Eviction Order

TENANT COPY

To _____:
(Landlord)

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 assistance¹ 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) 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;
- 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.
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Signature of Declarant, Tenant Unit Address Date

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Declaration of Hardship Under CDC Eviction Order

CERTIFICATE OF SERVICE

I, _____ (NAME), state that I delivered a copy of the attached Declaration of Hardship Under CDC Eviction Order to my landlord, owner of the property I am renting, or property manager on _____ (DATE). I delivered this copy to them by (check all that apply):

- _____ delivering it personally to them or to their agent whose name is _____;
- _____ by leaving it at their office which is at _____;
- _____ by putting it in the mail with proper postage attached addressed to them at _____;
- _____ by commercial delivery (e.g. UPS or FedEx) addressed to them at _____;
- _____ by e-mail to this e-mail address _____;
- _____ by text message to this number _____;
- _____ other (explain) _____.

I declare under penalty of perjury that the foregoing is true and correct.

Tenant Signature

Declaration of Hardship Under CDC Eviction Order

LIST OF FREE OR LOW-COST LEGAL SERVICES PROVIDERS

<u>Provider</u>	<u>Coverage Area</u>
South Carolina Legal Services Apply by telephone: (888) 346-5592 Apply online: www.sclegal.org	Statewide
Charleston Pro Bono Legal Services Apply by telephone: (843) 853-6456 Apply online: https://charlestonprobono.org/	Charleston
Charleston Legal Access Apply by telephone: (843) 640-5980 Apply online: https://www.charlestonlegalaccess.org/	Charleston
South Carolina Bar Pro Bono Apply by telephone: (833) 958-2266	Statewide