



CDC Eviction Moratorium Fact Sheet – Legal Aid Society

Introduction

The Centers for Disease Control and Prevention announced an order to stop evictions in order to prevent the spread of COVID-19 caused by housing relocation and overcrowding. The order applies in any state or locality where there is no longer an active prohibition against evictions. This includes Kentucky, since our previous state-level order to stop evictions had expired before the new CDC order was released.

What does the new CDC order do?

The order prohibits landlords from evicting tenants for failure to pay rent or other fees until December 31, 2020. Unfortunately, this order does **not** mean that you are relieved from any rent debt that you already owe or that builds up between now and the end of 2020. You should still assume that your rent debt will be due eventually. This order exists to protect you from eviction in the meantime while you are behind on rent, but only until the end of this year.

Remember: Currently, under Kentucky law by order of the Governor, it is illegal for a landlord to add any penalties, late fees, or interest of any kind until the end of 2020. The only debt that can accrue is for the rent amount and any utilities agreed upon with your landlord.

Potential change: Kentucky may rescind its existing orders on eviction/housing and adopt the new CDC order as the governing law in our state. That may cause a problematic change as the CDC order—unlike the current Kentucky law—does **not** prevent landlords from charging penalties, late fees, or interest for overdue rent. Depending on what the governor decides, the prohibition against those extra fees may go away. We will have to wait and see, but for right now, landlords are not allowed to charge you for those kinds of fees under Kentucky law.

Am I covered by the order?

You are covered by the order if you are a rental property tenant who lives in an applicable area (this includes Kentucky as mentioned above, and Indiana, too) as long as you sign a declaration that says the following five things:

- 1) I have used best efforts to obtain all available government assistance for rent or housing;

- 2) I expect to earn less than \$99,000 for 2020 (or no more than \$198,000 if filing a joint tax return). Or, I was not required to report any of my income in 2019 to the IRS. Or, I received a stimulus check earlier this year. Any or all of those will work for this section;
- 3) I am unable to pay the full rent because of a substantial loss of household income, loss of work or wages, or extraordinary out-of-pocket medical expenses (meaning more than 7.5% of your income this year);
- 4) 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 my other expenses; and
- 5) I will likely become homeless—or be forced to move into a place where I will be living in close proximity with others—if I am evicted, because I have no other available housing options.

Unfortunately, a “rental property” does not include a hotel, motel, or other guest house (e.g. Airbnb) rented to a temporary guest or reasonably tenant. This order does not cover people who live in those situations. All other types of dwellings leased for residential purposes, including mobile homes, are covered.

What steps must I take for the new order to protect me from eviction?

STEP 1 – Print a copy of the standard declaration form provided by the CDC. This paperwork is two pages long and has been included at the bottom of this document.

- In addition to the five points listed above, the official CDC declaration contains an introduction at the beginning, two added bullet points, and a final statement on perjury. The two additional bullet points acknowledge (1) that you understand the rental debt is still due eventually, and (2) that the eviction protection expires at the end of this year.

STEP 2 – You must sign the declaration saying that those five key points are true for your situation. This signature is made under penalty of perjury. That means it is critical for you to be honest in declaring the truth of each statement listed in the declaration.

STEP 3 – You must then provide that document *to your landlord*. Try to keep a copy for yourself, too. Do not take the form to a court clerk or any other government authority. You only have to give that declaration to your landlord to be covered. No additional documentation is required.

EACH ADULT LISTED ON THE LEASE MUST SIGN AND SUBMIT THEIR OWN DECLARATION TO THE LANDLORD.

What if the landlord challenges the declaration I give them?

You do *not* need to provide any specific proof (bank statements, etc.) to your landlord along with the declaration. If they choose to challenge your declaration, the landlord will

need to get a housing court judge to decide if you are eligible for coverage under the CDC order. The landlord **cannot** evict for nonpayment of rent until there is a ruling from a judge finding that the declaration was not truthful and that the tenant who signed it is therefore not covered by the CDC order. Any landlord who violates the rules and procedures of the order may be subject to federal criminal penalties.

The judge may ask for you to provide specific details to prove your eligibility if the landlord challenges your declaration. But, unless ordered by the judge to do so, you do not need to provide any financial details or other documents to your landlord aside from the declaration form itself.

If I am protected by the order, can the landlord still evict me for reasons other than nonpayment?

Yes – the new CDC order still allows for landlords to evict you for other reasons, including:

- Engaging in criminal activity in the rental property
- Threatening the health or safety of other residents
- Damaging or posing a risk of damage to the property
- Violating building or health code regulations
- Violating a term of your lease *other than* payment-related terms

The CDC order will protect you from the payment-related evictions, but be careful to still follow the terms of your lease and avoid the conduct listed above.

Please free to contact the Legal Aid Society with any questions or concerns or to apply for legal assistance at (502) 584-1254.

**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;³⁷
- 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 extraordinary³⁸ 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.³⁹
- 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