

ORDINANCE NO. 2020-26

AN URGENCY ORDINANCE AUTHORIZING A TEMPORARY PROHIBITION ON CERTAIN EVICTIONS OF RESIDENTIAL AND COMMERCIAL TENANTS IN CONTRA COSTA COUNTY IMPACTED BY THE COVID-19 PANDEMIC AND AUTHORIZING A MORATORIUM ON CERTAIN RESIDENTIAL RENT INCREASES

The Contra Costa County Board of Supervisors ordains as follows:

**Section 1. Findings.**

- A. On January 30, 2020, the World Health Organization declared the outbreak of a novel coronavirus that causes the disease named coronavirus disease 2019 (“COVID-19”), a public health emergency of international concern.
- B. On January 31, 2020, as the result of confirmed cases of COVID-19, the U.S. Secretary of Health and Human Services declared a public health emergency nationwide.
- C. On March 3, 2020, Contra Costa Health Services announced the first case of local transmission of the virus causing COVID-19 in Contra Costa County.
- D. On March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Gov. Code § 8550 et seq.. As of July 1, 2020, there were more than 2.7 million cases of COVID-19 in the United States, resulting in more than 128,000 deaths, with 3,248 confirmed cases of COVID-19 in Contra Costa County, resulting in 77 deaths.
- E. On March 10, 2020, the Board of Supervisors found that due to the introduction of COVID-19 in the County, conditions of disaster or extreme peril to the safety of persons and property had arisen, commencing on March 3, 2020. Based on these conditions, pursuant to Government Code section 8630, the Board adopted Resolution No. 2020/92, proclaiming the existence of a local emergency throughout the County.
- F. The legislative bodies of a number of cities in Contra Costa County also adopted local emergency proclamations due to COVID-19 pursuant to Government Code section 8630.
- G. On March 16, 2020, the County Health Officer issued an order requiring County residents to shelter at their places of residence in order to slow community transmission of COVID-19, subject to exceptions for the provision and receipt of essential services while complying with social distancing requirements to the maximum extent possible. The County Health Officer extended the order on March 31, 2020, and on April 29, 2020.
- H. On May 18, 2020, the County Health Officer extended the shelter-in-place order, continuing restrictions on many activity, travel, and business functions but allowing a limited number of additional businesses to resume operating. On June 2, June 5, and June 16, 2020, the County Health Officer issued orders allowing additional businesses to resume operating. On July 11, 2020, in response to an increase in community transmission and illness caused by the virus that causes COVID-19, the County Health

Officer issued an order amending the June 16, 2020, order, increasing the restrictions on certain business and activities presenting a high risk for disease transmission.

- I. On August 26, 2020, September 4, 2020, and September 14, 2020, the County Health Officer issued orders allowing a limited number of additional businesses to resume operating.
- J. On March 16, 2020, the Governor issued Executive Order N-28-20, which authorized local jurisdictions to suspend the evictions of residential and commercial tenants for the non-payment of rent if the non-payment was a result of the COVID-19 pandemic.
- K. On June 30, 2020, the Governor issued Executive Order N-71-20, which extended the authority of local jurisdictions to suspend the evictions of residential and commercial tenants for the non-payment of rent if the non-payment was a result of the COVID-19 pandemic through September 30, 2020.
- L. On April 6, 2020, the Judicial Council of California adopted Emergency Rule 1, effectively suspending action on or entry of default in eviction cases, and suspending judicial foreclosures, except where necessary to protect public health and safety.
- M. On April 21, 2020, the Board of Supervisors adopted Ordinance No. 2020-14, an urgency ordinance temporarily prohibiting evictions of residential and commercial real property tenants in the County impacted by the COVID-19 pandemic and establishing a moratorium on certain rent increases.
- N. On May 26, 2020, the Board of Supervisors adopted Ordinance No. 2020-16, an urgency ordinance continuing and modifying a temporary prohibition on evictions of tenants in Contra Costa County impacted by the COVID-19 pandemic, and continuing and modifying a residential rent increase moratorium.
- O. On July 14, 2020, the Board of Supervisors adopted Ordinance No. 2020-20, an urgency ordinance continuing a temporary prohibition on evictions of residential and certain commercial real property tenants in Contra Costa County impacted by the COVID-19 pandemic, and continuing a moratorium on certain residential rent increases.
- P. The Judicial Council voted on August 14, 2020, to terminate the eviction protections in its Emergency Rule 1. This rule terminated September 1, 2020.
- Q. On August 31, 2020, the Governor signed Assembly Bill 3088, the COVID-19 Tenant Relief Act of 2020 (the Act), which went into effect immediately. The Act extends eviction protections for residential tenants, including mobilehome tenants, who are experiencing a financial hardship related to COVID-19.
- R. The Act prohibits residential tenants from being evicted for failure to pay rent because of a COVID-19-related hardship occurring between March 1 and August 31, 2020, as long as the tenant provides the landlord with a written declaration of hardship. Residential tenants who experience a new COVID-19-related hardship between September 1, 2020,

and January 31, 2021, are also protected from eviction through this date as long as they pay 25 percent of the rent due by January 31, 2021.

- S. On September 23, 2020, the Governor issued Executive Order N-80-20, which extends, through March 31, 2021, the authority of local jurisdictions to suspend the evictions of commercial tenants for the non-payment of rent if the non-payment was a result of the COVID-19 pandemic.
- T. The COVID-19 pandemic and associated state and local public health orders are resulting in a loss of income to a widespread portion of the local population that depend on wages or business income, hindering their ability to pay rent and leaving them vulnerable to eviction, and in higher medical expenses for certain Contra Costa County residents.
- U. Contra Costa County and the cities within the County are also experiencing a housing affordability crisis, which is driving homelessness and displacement of residents.
- V. Many of the County's renters are rent-burdened, paying over 30 percent of their income on rent, and some renters are severely rent-burdened, paying over 50 percent of their income on rent, which leaves less money for families to spend on other necessities like food, healthcare, transportation, and education.
- W. Housing displacement due to rent increases and evictions occurring during the local emergency would hinder individuals from complying with state and local public health orders and would lead to increased spread of COVID-19, overburdening the healthcare delivery system and potentially resulting in greater loss of life.
- X. There is an urgent need for the County to continue a temporary prohibition on certain residential evictions and certain commercial evictions, and continue a temporary moratorium on certain residential rent increases, to protect the health, safety, and welfare of its residents in light of the emergency declared regarding the COVID-19 pandemic.
- Y. The Act authorizes local jurisdictions to amend existing urgency ordinances to continue prohibitions on certain types of residential evictions, including no-fault evictions. Without local protections in addition to statewide eviction protection for residential renters, eviction notices are likely to increase in light of the COVID-19 pandemic.
- Z. On September 22, 2020, the Board adopted Ordinance No. 2020-25, which prohibits a landlord from terminating a residential tenancy for a no-fault reason; prohibits a landlord from terminating a residential tenancy on the basis that a tenant allowed an unauthorized occupant to live in the dwelling unit, if the occupant is the tenant's immediate family member living in the dwelling unit as a result of the COVID-19 pandemic; and prohibits a landlord from increasing rent on a residential real property.
- AA. The Board finds, pursuant to Civil Code sections 1946.2 and 1179.05(b), that: the just cause for termination of a residential tenancy under this urgency ordinance is consistent with Civil Code section 1946.2; this urgency ordinance, by prohibiting a landlord from terminating a residential tenancy on the basis that a tenant allowed an unauthorized occupant to live in the dwelling unit if the occupant is the tenant's immediate family

member living in the dwelling unit as a result of the COVID-19 pandemic, provides additional tenant protections that are not prohibited by any other provision of law; and this urgency ordinance is more protective than the provisions of Civil Code section 1946.2.

- BB. As authorized by Executive Order N-80-20, this ordinance also authorizes a temporary prohibition on evictions of certain commercial tenants impacted by the COVID-19 pandemic.

**Section 2. Definitions.** For purposes of this ordinance, the following words and phrases have the following meanings:

- (a) “Commercial real property” means any developed real property that is used as a place of business for a small business or a non-profit organization.
- (b) “Immediate family” means a person’s spouse, domestic partner, children, grandchildren, parents, or grandparents.
- (c) “No fault cause for eviction” means any eviction for which the notice of termination of tenancy is not based on an alleged fault of the tenant.
- (d) “Non-profit organization” means an organization that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the United States Internal Revenue Code.
- (e) “Rent” means the financial obligation or monetary payment a tenant owes a landlord for the occupancy or use of real property whether by written or oral agreement.
- (f) “Residential real property” includes a mobilehome park and a mobilehome park space or lot.
- (g) “Small business” has the meaning set forth in Government Code section 14837(d)(1)(A).
- (h) “Tenancy” means the lawful occupancy of residential or commercial real property by agreement on a month-to-month basis or for a fixed term in excess of 30 days.

**Section 3. Prohibitions on Certain Residential Evictions.**

- (a) Through January 31, 2021, a landlord shall not terminate a residential tenancy for any no fault cause for eviction.
- (b) Through January 31, 2021, a landlord shall not terminate a residential tenancy on the basis of a tenant allowing an unauthorized occupant to live in the dwelling unit, if the occupant is a member of the tenant’s immediate family living in the dwelling unit as a result of the COVID-19 pandemic.
- (c) Notwithstanding the foregoing, nothing in this section limits a landlord’s ability to terminate a residential tenancy for any of the following reasons:

- (1) The termination is necessary to protect the landlord's health or safety or any other tenant's health or safety.
  - (2) The termination is necessary where the owner or a member of the landlord's immediate family intends to occupy the residential real property.
  - (3) The termination is to remove the residential real property from the rental market, but only when authorized by Government Code section 7060 et seq.
- (d) To the extent state law is more protective of a residential tenancy than this section, those state law provisions shall apply to the residential tenancy. Nothing in this section shall be construed to supersede any applicable requirements in Civil Code section 1946.2 pertaining to relocation assistance or rent waiver.

#### **Section 4. Prohibitions on Certain Commercial Evictions.**

- (a) Through November 30, 2020, a landlord of commercial real property shall not terminate a tenancy for failure to pay rent if the tenant demonstrates that the failure to pay rent is directly related to a loss of income or out-of-pocket medical expenses associated with the COVID-19 pandemic or any local, state, or federal government response to the pandemic. For the protections of this subsection (a) to apply, a tenant must demonstrate through documentation or other objectively verifiable means:
- (1) Loss of income from: (i) job loss; (ii) layoffs; (iii) a reduction in the number of compensable hours of work; (iv) a store, restaurant, office, or business closure; (v) a decrease in business income caused by a reduction in opening hours or consumer demand; (vi) the need to miss work to care for a homebound school-age child or a family member infected with coronavirus; or (vii) other similarly-caused loss of income, where the conditions listed in (i) through (vii) resulted from the COVID-19 pandemic or related guidance or public health orders from local, State, or federal authorities; or
  - (2) Out-of-pocket medical expenses for themselves or their immediate family related to the COVID-19 pandemic.

"Adequate documentation" of lost income or out-of-pocket medical expenses from the COVID-19 pandemic includes but is not limited to a declaration signed by the tenant under penalty of perjury, letters from employers citing the COVID-19 pandemic or related government action as the basis for termination of employment or reduced work, employer paycheck stubs, bank statements, or letters or notifications from schools in which the tenant has a dependent enrolled regarding COVID-19-related closures that affected the tenant's income.

The tenant must notify the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 14 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19.

- (b) Notwithstanding the foregoing, nothing in this section limits a landlord's ability to terminate a tenancy if the termination is necessary to protect the landlord's health or safety or any other tenant's health or safety.
- (c) A landlord's failure to comply with this ordinance shall render any notice of termination of tenancy, where the termination would be in violation of this ordinance, void. Any notice of termination served on a tenant during the COVID-19 pandemic must contain the reason for the termination of the tenancy. Any notice of termination served on a tenant during the COVID-19 pandemic must also include a notice of the tenant's rights under this ordinance. A tenant eligible for protection under this ordinance must provide written notice of that eligibility to the landlord within 14 days after receiving a notice of termination of tenancy from the landlord.
- (d) Through November 30, 2020, a landlord may not charge or collect a late fee for unpaid rent due from a commercial real property tenant who demonstrated loss of income or out-of-pocket medical expenses as required under this ordinance.
- (e) Except as otherwise provided in this subsection, a commercial real property tenant who demonstrated loss of income or out-of-pocket medical expenses as required under this ordinance or any prior urgency ordinances governing commercial evictions shall pay all past due rent no later than March 31, 2021, unless the landlord agrees to a longer repayment period. If a tenant at a place of business did not pay rent in April 2020 or May 2020 pursuant to Ordinance No. 2020-14, and the place of business is not a small business or non-profit organization, then the tenant shall pay all past due rent for those months no later than September 30, 2020, unless the owner agrees to a longer repayment period. This ordinance does not relieve a commercial real property tenant of the obligation to pay rent and does not restrict a landlord's ability to recover rent due, and shall not prevent a commercial real property tenant who is able to pay all or some of the rent due from paying that rent in a timely manner.

#### **Section 5. Moratorium on Residential Rent Increases.**

- (a) A landlord may not increase rent on a residential real property through January 31, 2021.
- (b) A residential real property that is exempt from the rent limits imposed by Civil Code section 1947.12 or Civil Code section 1954.50 et seq. is exempt from this section.
- (c) This section does not apply to a residential real property where one or more scheduled rent increases occur pursuant to a written rental agreement that was entered into before March 16, 2020.
- (d) This section does not apply when a unit becomes vacant and the landlord sets the initial rent for a new tenancy.

#### **Section 6. Remedies.**

- (a) The provisions of this ordinance may be asserted as an affirmative defense in an unlawful detainer action.

- (b) If a landlord attempts to recover possession or recovers possession of residential real property or commercial real property in violation of this ordinance, retaliates against a tenant for the exercise of any rights under this ordinance, or attempts to prevent a tenant from acquiring any rights under this ordinance, the tenant may institute a civil proceeding for injunctive relief, money damages of not more than three times actual damages (including damages for mental or emotional distress), and whatever other relief a court deems appropriate. If damages are awarded for mental or emotional distress, the award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of the provisions of this ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court.

**Section 7. Supersedes.** This ordinance supersedes Ordinance Nos. 2020-20 and 2020-25. This ordinance retroactively applies to residential eviction notices, and unlawful detainer actions based on those notices, served or filed on or after September 1, 2020, except to the extent a tenant has surrendered possession of its premises, or an unlawful detainer lawsuit was finally adjudicated before March 16, 2020. Ordinance No. 2020-14 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between March 16, 2020, and May 25, 2020. Ordinance No. 2020-16 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between May 26, 2020, and July 13, 2020. Ordinance No. 2020-20 applies to eviction notices for residential real property, and unlawful detainer actions based on those notices, served or filed between July 14, 2020, and August 31, 2020. Ordinance No. 2020-20 applies to eviction notices for commercial real property (as defined in Ordinance No. 2020-20), and unlawful detainer actions based on those notices, served or filed between July 14, 2020, and September 30, 2020.

**Section 8. Applicability.** Government Code section 8634 authorizes the Board of Supervisors to promulgate countywide orders and regulations necessary to provide for the protection of life and property during a local emergency. Pursuant to Government Code section 8634, the regulations in this ordinance shall apply to cities within Contra Costa County and unincorporated Contra Costa County. To the extent that the governing body of a city enacts an ordinance or adopts a regulation that governs the subject matter of this ordinance, that city ordinance or regulation shall supersede this ordinance within that jurisdiction.

**Section 9. Severability.** If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other ordinance provisions or clauses or applications thereof that can be implemented without the invalid provision or clause or application, and to this end the provisions and clauses are declared to be severable. The Board of Supervisors hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional, or otherwise unenforceable.

**Section 10. Declaration of Urgency.** This ordinance is hereby declared to be an urgency ordinance necessary for the immediate preservation of the public peace, health, and safety of the County. The facts constituting the urgency of this ordinance's adoption are set forth in Section 1.

**Section 11. Effective Date.** This ordinance becomes effective immediately upon passage by four-fifths vote of the Board of Supervisors. This ordinance shall expire and be repealed as of January 31, 2021, unless shortened or extended by the Board of Supervisors based on the existence of a local emergency.

**Section 12. Publication.** Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON September 29, 2020, by the following vote:

AYES: Candace Andersen, Diane Burgis, Karen Mitchoff, Federal Glover

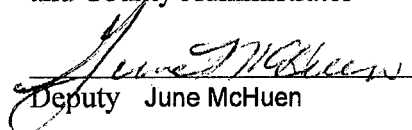
NOES: John Gioia

ABSENT: None

ABSTAIN: None

ATTEST: DAVID J. TWA,  
Clerk of the Board of Supervisors  
and County Administrator

  
Board Chair Candace Andersen

By:   
Deputy June McHuen

[SEAL]

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ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER:	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
<b>PLAINTIFF'S MANDATORY COVER SHEET AND          SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINER</b>		CASE NUMBER:
For action filed (check one): <input type="checkbox"/> before October 5, 2020 <input type="checkbox"/> on October 5, 2020, or later		

A plaintiff filing a complaint for unlawful detainer, or requesting any court action in an unlawful detainer proceeding filed before October 5, 2020, must complete all sections of this form applicable to the action. Filing this form complies with the requirement in Code of Civil Procedure section 1179.01.5(c).

- Serve this form with the summons.
- If a summons has already been served, then serve by mail or any other means of service authorized by law.
- If defendant has already answered, there is no requirement for defendant to respond to the supplemental allegations before trial.

1. PLAINTIFF (name each):

alleges causes of action in the complaint filed in this action against DEFENDANT (name each):

2. **Statutory cover sheet allegations** (Code Civ. Proc., § 1179.01.5(c))

- a. This action seeks possession of real property that is (check all that apply):  Residential  Commercial  
 (If "residential" is checked, complete items 3 and 4 and all remaining items that apply to this action. If only "commercial" is checked, no further items need to be completed except the signature and verification.)
- b. This action is based, in whole or in part, on an alleged default payment of rent or other charges.  Yes  No

3. **Tenants subject to COVID-19 Tenant Relief Act of 2020** (Code Civ. Proc., § 1179.02(h))

- a. (1) One or more defendants in this action is a natural person:  Yes  No  
 (2) Identify any defendant not a natural person:  
 (If no is checked, then no further items need to be completed except the signature and verification.)
- b. (1) All defendants named in this action maintain occupancy as described in Civil Code section 1940(b).  Yes  No  
 (2) Identify any defendant who does not:  
 (If yes is checked, then no further items need to be completed except the signature and verification.)

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4. **Federal law allegations**

- a. (Complete this item if action filed before December 31, 2020) Defendant  has  has not provided a statement under penalty of perjury for the Centers for Disease Control and Prevention's order for *Temporary Halt in Evictions to Prevent Further Spread of COVID-19* (85 Federal Register 55292). (Note to plaintiff: Proceeding in violation of the federal order may result in civil or criminal penalties.)
- b. This action  does  does not seek possession of a dwelling unit in property that has a federally backed multifamily mortgage for which forbearance has been granted under title 15 United States Code section 9057.
- (1) Date forbearance began
- (2) Date forbearance ended

5.  **Unlawful detainer notice expired before March 1, 2020**

The unlawful detainer complaint in this action is based solely on a notice to quit, to pay or quit, or to perform covenants or quit, in which the time period specified in the notice expired before March 1, 2020. (If this is the only basis for the action, no further items on this form need to be completed except the signature and verification on page 4. (Code Civ. Proc., § 1179.03.5(a)(1).))

6.  **Rent or other financial obligations due between March 1, 2020, and August 31, 2020 (protected time period)**

The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due in the protected time period. (Check all that apply.)

- a.  Defendant (name each):

was served the "Notice from the State of California" required by Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. (Provide information regarding service of this notice in item 8 below.)

- b.  One or more defendants was served with the notice in item 6a on a different date or in a different manner, which service is described in attachment 8c.
- c.  Defendant (name each):

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19–related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(b) and (d).

(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))

(If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)

- d. Response to notice (check all that apply):

- (1)  Defendant (name each):

delivered a declaration of COVID-19–related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- (2)  Defendant (name each):

did *not* deliver a declaration of COVID-19–related financial distress on landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

7.  **Rent or other financial obligations due between September 1, 2020, and January 31, 2021 (the transition time period)**

The unlawful detainer complaint in this action is based, at least in part, on a demand for payment of rent or other financial obligations due during the transition time period.

- a.  Defendant (name each):

was served the "Notice from the State of California" required by Code of Civil Procedure section 1179.04, and if more than one defendant, on the same date and in the same manner. (Provide information regarding service of this notice in item 8 below.)

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7. b.  One or more defendants was served with the notice in item 7a on a different date or in a different manner, which service is described in attachment 8c.
- c.  Defendant (*name each*):

was served with at least 15 days' notice to pay rent or other financial obligations, quit, or deliver a declaration, and an unsigned declaration of COVID-19-related financial distress, in the form and with the content required in Code of Civil Procedure section 1179.03(c) and (d).

*(If the notice identified defendant as a **high-income tenant** and requested submission of documentation supporting any declaration the defendant submits, complete item 9 below. (Code Civ. Proc., § 1179.02.5(c).))*

*(If filing form UD-100 with this form and item 6c is checked, specify this 15-day notice in item 9a(7) on form UD-100, attach a copy of the notice to that complaint form, and provide all requested information about service on that form.)*

- d. Response to notice (*check all that apply*):

- (1)  Defendant (*name each*):

delivered a declaration of COVID-19-related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- (2)  Defendant (*name each*):

did *not* deliver a declaration of COVID-19-related financial distress on the landlord in the time required. (Code Civ. Proc., § 1179.03(f).)

- e.  Rent due (*complete only if action filed after January 31, 2021*):

- (1) Rent in the amount of \$ \_\_\_\_\_ was due between September 1, 2020 and January 31, 2021.
- (2) Payment of \$ \_\_\_\_\_ for that period was received by January 31, 2021.

8. **Service of Code of Civil Procedure Section 1179.04 Notice From the State of California** (*check all that apply*)

- a.  The notice identified in item 6a and 7a was served on the defendant named in those items as follows:

- (1)  By personally handing a copy to defendant on (*date*):

- (2)  By leaving a copy with (*name or description*):

a person of suitable age and discretion, on (*date*): \_\_\_\_\_ at defendant's  
 residence  business AND mailing a copy to defendant at defendant's place of residence.

- (3)  By posting a copy on the premises on (*date*):

AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises on (*date*):

(a)  because defendant's residence and usual place of business cannot be ascertained OR

(b)  because no person of suitable age or discretion can be found there.

- (4)  By sending a copy by mail addressed to the defendant on (*date*):

- b.  (*Name*):

was served on behalf of all defendants who signed a joint written rental agreement.

- c.  Information about service of notice on the defendants alleged in items 6b and 7b is stated in Attachment 8c.

- d.  Proof of service of the notice or notices in items 6a, 6b, 7a, and 7b is attached to this form and labeled Exhibit 1.

9.  **High-income tenant.** The 15-day notice in item 6c or 7c above identified defendant as a high-income tenant and requested submission of documentation supporting the tenant's claim that tenant had suffered COVID-19-related financial distress. Plaintiff had proof before serving that notice that the tenant has an annual income that is at least 130 percent of the median income for the county the rental property is located in and not less than \$100,000. (Code Civ. Proc., § 1179.02.5.)

- a.  The tenant did not deliver a declaration of COVID-19-related financial distress within the required time. (Code Civ. Proc., § 1179.03(f).)

- b.  The tenant did not deliver documentation within the required time supporting that the tenant had suffered COVID-19-related financial distress as asserted in the declaration. (Code Civ. Proc., § 1179.02.5(c).)

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10.  **Just cause eviction.** *(Only applicable if action is filed before February 1, 2021. Note: If the tenancy is subject to the Tenant Protection Act of 2019 (including Civil Code section 1946.2), plaintiff must, if using form UD-100, complete item 8 on that form in addition to this item.)*
- a.  The tenancy identified in the unlawful detainer complaint in this action was terminated for at-fault just cause as defined in Civil Code section 1946.2(b)(1), which reason is in the notice of termination. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(i).)
- b.  The tenancy identified in the unlawful detainer complaint in this action was terminated for no-fault just cause as defined in Civil Code section 1946.2(b)(2), which reason is in the notice of termination. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii).) *(Complete (1) or (2) below, only if applicable.)*
- (1)  The no-fault just cause is the intent to demolish or substantially remodel, which  is  is not necessary to comply with codes, statutes, or regulations relating to the habitability of the rental units. (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii).)
- (2)  The tenancy identified in the complaint in this action was terminated because the owner of the property has entered into a contract with a buyer who intends to occupy the property and the property  does  does not meet all the requirements of Civil Code section 1946.2(e)(8). (Code Civ. Proc., § 1179.03.5(a)(3)(A)(ii)(II).)
- c.  This action is based solely on the cause of termination checked in item 10a or b above, and is not for nonpayment of rent or other financial obligations. *(If this item applies, plaintiff may not recover any rental debt due from the period between March 1, 2020, and January 31, 2021, as part of the damages in this action. (Code Civ. Proc., § 1179.03.5(a)(3)(B).))*
11.  **Rent or other financial obligations due after January 31, 2021.** *(Only applicable if action is filed on or after February 1, 2021.)* The only demand for rent or other financial obligations on which the unlawful detainer complaint in this action is based is a demand for payment of rent due after January 31, 2021.
12.  Number of pages attached *(specify):*

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

**VERIFICATION**

*(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)*

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER:  CITY: STATE: ZIP CODE: FAX NO.:	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
<b>COVER SHEET FOR DECLARATION OF COVID-19-RELATED FINANCIAL DISTRESS</b>		CASE NUMBER:

### Information for Defendant

A defendant tenant may use this form to file a declaration of COVID-19-related financial distress with the court if a plaintiff has filed an unlawful detainer action against the defendant and asserts that a defendant did not deliver a declaration within the required 15-day period after service of a notice demanding payment of rent or other financial obligations. (Code Civ. Proc., § 1179.03(h).)

For information about legal resources that may be available and to learn about other protections that may be available to you under federal or local law, go to [lawhelpca.org](http://lawhelpca.org) or <https://landlordtenant.dre.ca.gov/>.

- The signed declaration (you may use form UD-104(A)) must be filed within 5 days after the summons and legal papers in the case are served on you, not counting Saturdays, Sundays, and other judicial holidays. This is the same time frame in which you must file an answer or other response to the complaint.
- If the declaration is filed within the time frame described above, the case against you may be dismissed. The court will set a hearing to determine if there was good cause for your not delivering the declaration to the plaintiff in the time required.
  - The court will provide a notice of the time and place of the hearing to all plaintiffs and defendants.
  - At the hearing, you may explain why you did not deliver this to the landlord in the time required.
  - If the court finds that your failure to provide the declaration was due to mistake, inadvertence, surprise, or excusable neglect, the court will dismiss the case against you.
- Written filings with the court must be provided in English. (Code Civ. Proc., §185 (a).)
  - If attaching a non-English-language declaration provided by the landlord, you should also attach an English-language version, either a copy that was given to you by the landlord or one from [landlordtenant.dre.ca.gov/tenant/forms.html](http://landlordtenant.dre.ca.gov/tenant/forms.html).
  - You can attach a translation of the declaration instead, if signed by the translator.

1. Defendant (name):  
has attached a declaration of COVID-19-related financial distress to this form, signed by defendant.
2. Number of pages attached, including signed declaration (specify):

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

\_\_\_\_\_  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER:	<i>FOR COURT USE ONLY</i>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
<b>ATTACHMENT—DECLARATION OF COVID-19–RELATED FINANCIAL DISTRESS</b>		CASE NUMBER:

*Review the information on form UD-104 to learn more about when to file this form.*

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: FIRM NAME: STREET ADDRESS: CITY: TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	STATE BAR NUMBER:  STATE: ZIP CODE: FAX NO.:	<i>FOR COURT USE ONLY</i>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
PLAINTIFF: DEFENDANT:		
<b>ANSWER—UNLAWFUL DETAINER</b>		

1. Defendant (each defendant for whom this answer is filed must be named and must sign this answer unless his or her attorney signs):

answers the complaint as follows:

2. **Check ONLY ONE of the next two boxes:**

a.  Defendant generally denies each statement of the complaint and of the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101). (Do not check this box if the complaint demands more than \$1,000.)

b.  Defendant admits that all of the statements of the complaint and of the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true EXCEPT:

(1) Defendant claims the following statements of the complaint are false (state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025):  Explanation is on MC-025, titled as Attachment 2b(1).

(2) Defendant has no information or belief that the following statements of the complaint are true, so defendant denies them (state paragraph numbers from the complaint or explain below or, if more room needed, on form MC-025):

Explanation is on MC-025, titled as Attachment 2b(2).

(3) Defendant claims the following statements on the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are false (state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025):  Explanation is on MC-025, titled as Attachment 2b(3).

(4) Defendant has no information or belief that the following statements on the *Mandatory Cover Sheet and Supplemental Allegations—Unlawful Detainer* (form UD-101) are true, so defendant denies them (state paragraph numbers from form UD-101 or explain below or, if more room needed, on form MC-025):

Explanation is on MC-025, titled as Attachment 2b(4).

CASE NUMBER:

3. AFFIRMATIVE DEFENSES (**NOTE:** For each box checked, you must state brief facts to support it in item 3o (page 3) or, if more room needed, on form MC-025.)
- a.  (Nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
- b.  (Nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- c.  (Nonpayment of rent only) On (date): \_\_\_\_\_ before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
- d.  Plaintiff waived, changed, or canceled the notice to quit.
- e.  Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
- f.  By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
- g.  Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage): \_\_\_\_\_  
(Also, briefly state in item 3o the facts showing violation of the ordinance.)
- h.  Plaintiff's demand for possession is subject to the Tenant Protection Act, Civil Code section 1946.2 or 1947.12, and is not in compliance with the act. (Check all that apply and briefly state in item 3o the facts that support each.)
- (1)  Plaintiff failed to state a just cause for termination of tenancy in the written notice to terminate.
- (2)  Plaintiff failed to provide an opportunity to cure any alleged violations of terms and conditions of the lease (other than payment of rent) as required under Civ. Code, § 1946.2(c).
- (3)  Plaintiff failed to comply with the relocation assistance requirements of Civ. Code, § 1946.2(d).
- (4)  Plaintiff has raised the rent more than the amount allowed under Civ. Code, § 1946.12, and the only unpaid rent is the unauthorized amount.
- (5)  Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
- i.  Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
- j.  Plaintiff seeks to evict defendant based on an act against defendant or a member of defendant's household that constitutes domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (This defense requires one of the following: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; OR (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, or psychologist) concerning the injuries or abuse resulting from these acts.)
- k.  Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.
- l.  Plaintiff's demand for possession is in retaliation for nonpayment of rent or other financial obligations due between March 1, 2020, and January 31, 2021, even though it is alleged to be based on other reasons. (Civ. Code, § 1942.5(d).)
- m.  Plaintiff's demand for possession is based on nonpayment of rent or other financial obligations due between March 1, 2020, and January 31, 2021, and (check all that apply):
- (1)  Plaintiff did not serve the required 15-day notice. (Code Civ. Proc., § 1179.03(b) or (c).)
- (2)  Plaintiff did not provide an unsigned declaration of COVID-19-related financial distress with the 15-day notice. (Code Civ. Proc., § 1179.03(b) or (c).)
- (3)  Plaintiff identified defendant as a "high-income tenant" in the 15-day notice, but plaintiff did not possess proof of income establishing that at the time the notice was served.



CASE NUMBER:

- m. (4)  Defendant provided the following declaration to plaintiff (*check all that apply and describe when and how provided*):
- (a)  Declaration of COVID-19--related financial distress (Code Civ. Proc., § 1179.03(b) or (c))  
(*describe when and how delivered*):
- (b)  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 (85 Federal Register at 55297)  
(*describe when and how provided*):
- (5)  Defendant is currently filing or has already filed a declaration of COVID-19-related financial distress with the court.  
(Code Civ. Proc. § 1179.03(h).)
- (6)  Plaintiff violated the federal CARES Act because the property is covered by that act and
- (a)  The federally-backed mortgage on the property was in forbearance when plaintiff brought the action. (15 U.S.C. § 9057.)
- (b)  The plaintiff did not give the required 30 days' notice. (15 U.S.C. § 9058(c).)
- (7)  Plaintiff violated the COVID-19 Tenant Relief Act of 2020 (Code Civ. Proc., § 1179.01 et seq.) or a local COVID-19--related ordinance regarding evictions in some other way (*briefly state facts describing this in item o*).
- n.  Other affirmative defenses are stated in item 3o.
- o. (*Provide facts for each item checked above, either below, or, if more room needed, on form MC-025*):
- Description of facts is on MC-025, titled as Attachment 3o.

## 4. OTHER STATEMENTS

- a.  Defendant vacated the premises on (*date*):
- b.  The fair rental value of the premises alleged in the complaint is excessive (*explain below or, if more room needed, on form MC-025*):

CASE NUMBER:

4. b.  Explanation is on MC-025, titled as Attachment 4b.

c.  Other (specify below or, if more room needed, on form MC-025 in attachment):

Other statements are on MC-025, titled as Attachment 4c.

5. DEFENDANT REQUESTS

a. that plaintiff take nothing requested in the complaint.

b. costs incurred in this proceeding.

c.  reasonable attorney fees.

d.  that plaintiff be ordered to (1) make repairs and correct the conditions that constitute a breach of the warranty to provide habitable premises and (2) reduce the monthly rent to a reasonable rental value until the conditions are corrected.

e.  Other (specify below or on form MC-025):

All other requests are stated on MC-025, titled as Attachment 5e.

6. Number of pages attached: \_\_\_\_\_

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

7. (Must be completed in all cases.) An unlawful detainer assistant  did not  did for compensation give advice or assistance with this form. (If defendant has received any help or advice for pay from an unlawful detainer assistant, state):

a. Assistant's Name:

b. Telephone number:

c. Street address, city, and zip code:

d. County of registration:

e. Registration number:

f. Expiration date:

(Each defendant for whom this answer is filed must be named in item 1 and must sign this answer unless defendant's attorney signs.)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF DEFENDANT OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶ \_\_\_\_\_  
(SIGNATURE OF DEFENDANT)

# HHS/CDC TEMPORARY HALT IN RESIDENTIAL EVICTIONS TO PREVENT THE FURTHER SPREAD OF COVID-19

## FREQUENTLY ASKED QUESTIONS

### Introduction

This non-binding guidance document shares the views of the Centers for Disease Control and Prevention (CDC), U.S. Department of Health and Human Services (HHS), U.S. Department of Housing and Urban Development (HUD), and U.S. Department of Justice (DOJ) on frequently asked questions about the CDC Order entitled *Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19*, 85 Fed. Reg. 55,292 (Sept. 4, 2020). This guidance document does not create or impose any obligations on any member of the public or any entity beyond those established by the Order. This guidance document is not a comprehensive summary of the duties and obligations under the Order. Individuals should seek the assistance of a legal aid program or private legal counsel (as applicable)<sup>1</sup> for questions relating to the application of the Order to their individual circumstances.

### What does the Order do?

The Order temporarily halts residential evictions of covered persons for nonpayment of rent during September 4, 2020, through December 31, 2020. This means that a landlord, owner of a residential property, or other person with a legal right to pursue an eviction or a possessory action cannot evict for nonpayment of rent any covered person from any residential property in any U.S. state or U.S. territory where the Order applies. We explain where the Order applies and who is covered later in this document.

### What does CDC mean by “eviction”?

“Eviction” means any action by a landlord, owner of a residential property, or other person with a legal right to pursue eviction or a possessory action, to remove or cause the removal of a covered person from a residential property. State and local laws with respect to tenant-landlord relations vary, as do the eviction processes used to implement those laws. The judicial process will be carried out according to state and local laws and rules. Eviction does not include foreclosure on a home mortgage.

As indicated in the Order, courts should take into account the Order’s instruction not to evict a covered person from rental properties where the Order applies. The Order is not intended to terminate or suspend the operations of any state or local court. Nor is it intended to prevent landlords from starting eviction proceedings, provided that the actual eviction of a covered person for non-payment of rent does NOT take place during the period of the Order. State and local courts may take judicial notice of the CDC Order, and the associated criminal penalties that may be imposed for non-compliance in making a formal judgment about any pending or future eviction action filed while this Order remains in effect.

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<sup>1</sup> For more information on legal aid programs, see the following: Legal Services Corporation (<https://www.lsc.gov/what-legal-aid/find-legal-aid>) and the ACL Elder Care Locator (<https://eldercare.acl.gov/Public/Index.aspx>).

**Who is a “covered person” for purposes of this Order?**

A “covered person” is any tenant, lessee, or resident of a residential property who provides to their landlord, the owner of the residential property, or other person with a legal right to pursue eviction or a possessory action, a declaration under penalty of perjury that:

- (1) The individual has used best efforts to obtain all available government assistance for rent or housing;
- (2) The individual either (i) expects 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), (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- (3) The individual is unable to pay the full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, a lay-off, or extraordinary out-of-pocket medical expenses<sup>2</sup>;
- (4) The individual is 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; and
- (5) Eviction would likely render the individual homeless— or force the individual to move into and live in close quarters in a new congregate or shared living setting—because the individual has no other available housing options.

**Frequently Asked Questions**

**How does someone use this protection?**

A tenant, lessee, or resident of a residential property must provide a completed and signed copy of the declaration, as described above, to their landlord, owner of the residential property where they live, or other person who has a right to have them evicted or removed from where they live. The declaration may be signed and transmitted either electronically or by hard copy. Each adult listed on the lease, rental agreement, or housing contract should complete the declaration. In certain circumstances, such as individuals filing a joint tax return, it may be appropriate for one member of the residence to provide an executed declaration on behalf of other adult residents party to the lease, rental agreement, or housing contract at issue. The declaration can be downloaded [here](#). For more information about the form, see below. **Do not return your completed form to CDC.**

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<sup>2</sup> An "extraordinary out-of-pocket medical expense" is defined in the Order as any unreimbursed medical expense that is likely to exceed 7.5% of one's adjusted gross income for the year.

**Has CDC provided a declaration form that eligible individuals can complete and submit to their landlord?**

Yes. CDC has issued a declaration form that is compliant with the Order. CDC recommends that eligible persons use this declaration form. The declaration form is available on the CDC website: See <https://www.cdc.gov/coronavirus/2019-ncov/downloads/declaration-form.pdf>.

Individuals are not obligated to use the CDC form. Any written document that an eligible individual presents to their landlord will comply with the Order, as long as it contains the same information as the CDC declaration form.

All declarations, regardless of the form used, must be signed, and must include a statement that the covered person understands that they could be liable for perjury for any false or misleading statements or omissions in the declaration.

In addition, people are allowed to use a form translated into other languages. Even though declarations with other languages may satisfy the requirement that a covered person must submit a declaration, CDC cannot guarantee that they in fact do satisfy the requirement. However, declarations in languages other than English are compliant if they contain the information required to be in a declaration, are signed, and include a statement that the covered person understands that they could be liable for perjury for any false or misleading statements or omissions in the declaration.

To seek the protections of the Order, each adult listed on the lease, rental agreement, or housing contract should complete and sign a declaration and provide it to the landlord where they live. Individuals should not submit completed and signed declarations to the CDC or any other federal agency. In certain circumstances, such as individuals filing a joint tax return, it may be appropriate for one member of the residence to provide an executed declaration on behalf of other adult residents party to the lease, rental agreement, or housing contract at issue.

**I have already been evicted. Does this Order apply to me?**

The effective date of the CDC Order is September 4, 2020. That means that any evictions for nonpayment of rent that may have been initiated prior to September 4, 2020, but have yet to be completed, will be subject to the Order. Any tenant who qualifies as a "Covered Person" and is still present in a rental unit is entitled to protections under the Order. Any eviction that occurred prior to September 4, 2020 is not subject to the Order.

**If I am a covered person, do I still owe rent to my landlord?**

Yes. Covered people still owe rent to their landlords. The Order halts residential evictions only temporarily. Covered persons still must fulfill their obligation to pay rent and follow all the other terms of their lease and rules of the place where they live. (See question below regarding evictions for reasons other than paying rent). Covered persons must use best efforts to make timely partial payments that are as close to the full payment as their individual circumstances permit, considering other nondiscretionary expenses. When the Order expires, consistent with the applicable landlord-tenant or real-property laws, a covered person will owe their landlord any unpaid rent and any fees, penalties, or interest as a result of their failure to pay rent or make a timely housing payment during the period of the Order.

### **How can CDC help me from being evicted?**

CDC has issued this Order to temporarily halt residential evictions of covered persons for nonpayment of rent from September 4, 2020 through December 31, 2020. CDC is not able to help individual tenants or landlords in eviction actions. Individuals should seek the assistance of a legal aid program or private legal counsel (see footnote #1). Please see question below regarding enforcement of the Order.

### **Who do I contact to appeal an eviction decision made against me?**

The Order does not establish an administrative appeal process. Individuals who need legal assistance with appeals for eviction actions taken that they believe are in violation of this Order should consult with a private attorney or legal aid program (see footnote #1).

### **Is CDC providing rental assistance?**

No. But information about federal and state assistance programs is described below.

### **Where does the Order apply?**

The Order applies only in states (including the District of Columbia), localities, territories, or tribal areas that do not have in place a moratorium on residential evictions that provides the same or greater level of public-health protection than the CDC's Order. Relevant courts deciding these matters should make the decision about whether a state order or legislation provides the same or greater level of public health protection. The Order does not apply in American Samoa, which has reported no cases of COVID-19. Should COVID-19 cases be reported in American Samoa, the Order would then be applicable to American Samoa.

CDC is aware of the following websites for more information on state-by-state eviction moratoriums:

- <https://www.nolo.com/legal-encyclopedia/emergency-bans-on-evictions-and-other-tenant-protections-related-to-coronavirus.html>
- <https://evictionlab.org/covid-policy-scorecard/#scorecard-intro>
- <https://www.perkinscoie.com/en/news-insights/covid-19-related-eviction-and-foreclosure-ordersguidance-50-state-tracker.html>
- <https://www.rhls.org/evictionmoratoriums/>

CDC is providing these links for your awareness only. CDC has not evaluated and does not endorse these websites.

### **Can I still be evicted for reasons other than not paying full rent?**

Yes, you may still be evicted for reasons other than not paying full rent or making a full housing payment. The Order does not prevent you from being evicted for

- (1) engaging in criminal activity while on the premises;
- (2) threatening the health or safety of other residents;
- (3) damaging or posing an immediate and significant risk of damage to property;
- (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or

(5) violating any other contractual obligation of a tenant's lease, other than the timely payment of rent or similar housing-related payment (including nonpayment or late payment of any fees, penalties, or interest).

Individuals who are confirmed to have, have been exposed to, or might have COVID-19 and take reasonable precautions to not spread the disease should not be evicted on the ground that they may pose a health or safety threat to other residents. Individuals who might have COVID-19 are advised to self-isolate except to get medical care. See *What to Do If You Are Sick*, available at <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

You may have additional protections against evictions under laws in your state.

### **How can people find government rental assistance?**

The US Department of Housing and Urban Development (HUD) has coronavirus-related resources for renters available on its [website](#).

In addition, there are state and local resources available for renters and landlords. HUD has allocated and made available \$4 billion in Emergency Solutions Grants and \$5 billion in Community Development Block Grants, including \$2 billion in grants focusing on areas with increased eviction risk. State and local authorities are able to use these funds for rental assistance. Tenants and landlords are encouraged to connect with local and state authorities to find out how to access these funds. Contact information for many of these authorities can be found on the [HUD website](#).

HUD has also released guidance on rent repayment plans for [tenants and landlords](#), though that guidance is not specific to requesting protection from eviction under this order.

In addition, the HHS Administration for Children and Families administers the Community Services Block Grant (CSBG) program. The CSBG funds States, territories, tribes, and local nonprofit Community Action Agencies (CAAs) that provide a variety of services for low-income families and individuals. Based on needs identified within the community, CSBG funds flexible support that territories, tribes, CAAs and other eligible entities can use to meet the unique needs of children, youth, and families, including housing-related needs. To access these resources, individuals and families may wish to contact their state and local authorities:

- <https://communityactionpartnership.com/find-a-cap/>
- <https://www.acf.hhs.gov/ocs/resource/state-officials-and-program-contacts>

### **What types of residential properties are covered by the CDC's order?**

The Order applies to any property leased for residential purposes, including any house, building, mobile home or land in a mobile home park, or similar dwelling leased for residential purposes. The Order does not apply to hotel rooms, motel rooms, or other guest house rented to a temporary guest or seasonal tenant as defined under the laws of the state, territorial, tribal, or local jurisdiction.

**What is CDC's legal authority for issuing this Order?**

CDC issued this Order under the authority of section 361 of the Public Health Service Act (42 U.S.C. § 264) and federal regulations codified at 42 C.F.R. § 70.2. Under 42 U.S.C. § 264, the HHS Secretary is authorized to take measures to prevent the entry and spread of communicable diseases from foreign countries into the United States and between U.S. states and U.S. territories. The authority for carrying out these functions has been delegated to the CDC Director. Under long-standing legal authority found at 42 C.F.R. § 70.2, the CDC Director can take public health measures to prevent the interstate spread of communicable diseases in the event of inadequate local control.

**Why did CDC issue this Order?**

CDC issued this Order because evictions threaten to increase the spread of COVID-19. During a pandemic, calling a temporary halt to evictions can be an effective public health measure to prevent the spread of disease. A temporary halt of evictions can help people who get sick or who are at risk for severe illness from COVID-19 protect themselves and others by staying in one place to quarantine. These orders also allow state and local authorities to more easily implement stay-at-home and social distancing measures to lessen the community spread of COVID-19. Housing stability helps protect public health because homelessness increases the likelihood that people may move into close quarters in homeless shelters or other settings. These crowded places put people at higher risk of getting COVID-19. People who are homeless and not in a shelter also have increased risk of severe illness from COVID-19.

**Do landlords have to make their tenants aware of the CDC order and Declaration?**

No, landlords are not required to make their tenants aware of the Order and Declaration. But landlords must otherwise comply with all requirements of the Order.

**What does it mean when a tenant has declared themselves to be a covered person under the CDC Order?**

Covered persons located in jurisdictions in which this Order applies may not be evicted for non-payment of rent solely on the basis of the failure to pay rent or similar charges at any time during the effective period of the Order. You may continue to charge rent and accept partial payments from your tenant during this time. If local laws permit, you may also agree to a repayment schedule with your tenant for back rent payments that have accumulated during this time. Tenants retain all existing rights and protections against eviction under applicable state law.

**What can a landlord do if a tenant has declared that they are a covered person under the CDC Order, but the landlord does not believe the tenant actually qualifies?**

The Order does not preclude a landlord from challenging the truthfulness of a tenant's declaration in any state or municipal court. The protections of the Order apply to the tenant until the court decides the issue as long as the Order remains in effect.

**If a landlord initiated an eviction for nonpayment of rent before September 4 (the effective date of the CDC Order) but has not completed the eviction, does the CDC Order provide eviction protections for the tenant?**



Yes. The effective date of the CDC Order is September 4, 2020. That means that any evictions for nonpayment of rent that may have been initiated before September 4, 2020, and have yet to be completed, will be subject to the Order. Any tenant who qualifies as a "Covered Person" and is still present in a rental unit is entitled to protections under the Order. Any eviction that occurred before September 4, 2020, is not subject to the Order.

**What are the penalties for a landlord, owner of a residential property, or other person with a legal right to pursue an eviction or a possessory action violating this Order?**

Several laws ( 18 U.S.C. §§ 3559 and 3571, 42 U.S.C. § 271, and 42 C.F.R. § 70.18) say that a person who violates the Order may be subject to a fine of no more than \$100,000 or one year in jail, or both, if the violation does not result in death. A person violating the Order may be subject to a fine of no more than \$250,000 or one year in jail, or both, if the violation results in a death or as otherwise provided by law. An organization violating the Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law. These are criminal penalties and are determined by a court of law. CDC has no involvement in these penalties.

**What if individuals act in bad faith when completing and submitting the declaration?**

Anyone who falsely claims to be a covered person under this Order by attesting to any material information which they do not believe to be true may be subject to criminal penalties under 18 U.S.C. § 1621 (perjury) or other applicable criminal law.

**How does the federal government intend to enforce this Order?**

The U.S. Department of Justice prosecutes violations of this Order.

**[FORM] 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;<sup>1</sup>
- 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<sup>2</sup> 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;

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<sup>1</sup> "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

<sup>2</sup> An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

- 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.<sup>3</sup>
- 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.

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Signature of Declarant

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Date

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<sup>3</sup> “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.