



## **WHAT RENTERS NEED TO KNOW ABOUT THE NEW EVICTION MORATORIUM**

On September 1, 2020, the United States Center for Disease Control and Prevention issued a nationwide order halting eviction actions through the end of the year. Unlike the now expired CARES Act moratorium, the current moratorium applies regardless of how a rental property is financed. Instead, tenants will have to attest to a substantial loss of household income, the inability to pay full rent, and best efforts to pay partial rent.

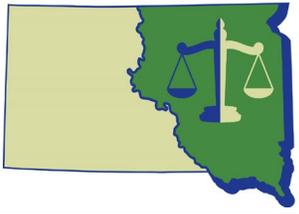
### **WHO QUALIFIES?**

This order only applies to renters. It does not apply to foreclosures on home mortgages. To qualify for the protection, renters must provide a written certification stating the following:

1. Renters must certify that they have used “best efforts to obtain all available government assistance for rent or housing.”
2. Renters must certify that *one* of the following has occurred related to their income:
  - a. That the individual expects to earn no more than \$99,000 in 2020, or \$198,000 if filing a joint tax return; or
  - b. That they were not required to report any income to the IRS in 2019; or
  - c. That they received a stimulus check (Economic Impact Payment) under the CARES Act.
3. Renters must certify that they are unable to pay the full rent 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.”
4. Renters must use “best efforts” to make partial payments on time that are “as close to the full payment as the individual’s circumstances may permit, taking into account other non-discretionary expenses.”
5. Renters must certify that if evicted, they 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 they have no other available housing options.

### **RENTERS MUST COMPLETE A WRITTEN CERTIFICATION FORM**

Each adult listed on the lease, rental agreement, or housing contract should provide a certification form to their landlord, owner of the residential property, or any person who has a right to evict or remove the



renter. A copy of this form is included with this informational sheet. The certification form is subject to the penalties of perjury. ***Be sure to keep a copy of this form for your records.***

## **RENTERS STILL HAVE TO PAY RENT**

This order does not relieve renters of the obligation to pay rent. In addition, this order does not prevent landlords from charging or collecting fees, penalties, or interest as a result of a renter's failure to pay rent. These fees will generate as outlined in the lease agreement. Once the moratorium expires, renters will owe any unpaid rent as well as all penalties and interest.

## **RENTERS MAY STILL BE EVICTED**

This order only applies to those renters who meet the qualifications outlined above. It does not apply to those renters who:

1. Do not qualify for the protection for any reason;
2. Have committed criminal activity on the premises;
3. Have threatened the health or safety of other tenants;
4. Have damaged the property;
5. Have violated building codes or health ordinances related to health and safety; or
6. Have violated any of the terms of the lease other than the timely payment of rent.

## **ASSISTANCE**

If you have questions about the above or need assistance please visit [www.sdlawhelp.org](http://www.sdlawhelp.org) or call one of the legal service agencies below:

- 1. EAST RIVER LEGAL SERVICES**  
(605) 336-9230  
(877) 870-1250
- 2. SOUTH DAKOTA ACCESS TO JUSTICE**  
(855) 287-3510
- 3. DAKOTA PLAINS LEGAL SERVICE**  
(605) 856-4444  
(800) 658-2297

**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

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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.

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;
- 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

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<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.

<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.

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