

## CDC Imposes Eviction Moratorium on Residential Rental Properties

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The Centers for Disease Control and Prevention ordered a temporary moratorium on residential evictions through the end of the year. The moratorium prohibits landlords from evicting qualifying residential tenants for nonpayment of rent or similar housing-related payments (including late fees, penalties, or interest). A copy of the Order is available [here](#).

### **SUMMARY OF THE ORDER**

#### ***Moratorium Applies Only to Covered Persons.***

A tenant must qualify as a covered person to be protected from eviction. A “covered person” means a tenant, lessee, or resident of a residential property who provides to their landlord a declaration under penalty of perjury indicating 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 in 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 IRS, or (iii) received a stimulus check pursuant to 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;
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.

A sample declaration is provided at the end of the Order.

#### ***Moratorium Limited to Eviction for Nonpayment.***

The moratorium is limited to evictions for a tenant’s failure to timely pay rent or other similar housing-related payments (including related fees, penalties, or interest). The Order does not preclude evictions based on a tenant’s violation of any other contractual obligations under the lease (e.g., engaging in criminal activity while on the premises, threatening the health or safety of other residents, damaging or posing an immediate and significant risk of damage to property, etc.).

### ***No Relief for Contractual Obligations.***

The Order does **not** relieve the tenant from the obligation to pay rent, to make similar housing payments, or to comply with the other obligations under a lease. Similarly, the Order does not prohibit a landlord from charging or collecting late fees, penalties, or interest as a result of the tenant's failure to pay rent on a timely basis, under the terms of the applicable lease.

### ***Limits on Application.***

The Order does not apply in any State, local, territorial, or tribal jurisdiction that has imposed a residential eviction moratorium with the same or greater protections than the requirements of the Order. State, local, territorial, and tribal authorities may still impose additional requirements that provide greater public-health protections that are more restrictive than the requirements of the Order. The Order also does not apply to residential leases in American Samoa, until such time as any COVID-19 cases have been reported there. Both Washington State and the City of Seattle have imposed a moratorium on residential evictions, as well as other restrictions, in response to the COVID-19 emergency. More information on these state and local restrictions is available [here](#).

### ***Effective Dates of Moratorium.***

The Order goes into effect immediately, and applies until December 31, 2020, subject to further extension or modification.

If you have any questions regarding this information, please contact:

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