

**DECLARATION UNDER PENALTY OF PERJURY
FOR THE CDC’S TEMPORARY HALT IN EVICTIONS TO PREVENT
FURTHER SPREAD OF COVID-19**

INSTRUCTIONS TO TENANTS

This declaration is for tenants, lessees, or residents of residential properties who are covered by the Centers for Disease Control and Prevention (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, property manager, or other person who has a right to have you evicted. Each adult listed on the lease, rental agreement, or housing contract must 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 still be evicted for other reasons (specifically, violating a lease provision unrelated to payment or causing a nuisance on the property). 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. **Keep a copy or picture of this declaration for your records.**

INSTRUCTIONS TO LANDLORDS OR OTHER PERSONS WITH THE RIGHT TO EVICT

After receiving this declaration, it is a violation of the CDC’s order to take “any action” to “remove or cause the removal of a covered person from a residential property” unless specifically permitted by the CDC order. This would include issuing a notice to vacate to the tenant, filing a complaint for eviction with the court, or arranging for the tenant’s removal from the unit or property. A landlord or other person who violates the CDC Order of which this Declaration is an attachment may be subject to a fine of no more than \$100,000 if the violation does not result in a death or one year in jail, or both, or a fine of no more than \$250,000 if the violation results in a death or one year in jail, or both, or as otherwise provided by law. An organization that violates this 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. The U.S. Department of Justice may initiate court proceedings as appropriate seeking criminal penalties (18 U.S.C. 3559, 3571; 42 U.S.C. 271; 42 CFR 70.18).

DECLARATION UNDER PENALTY OF PERJURY (Continued)

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;¹
- 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 extraordinary² out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.³
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on 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 (Tenant)

Date

Printed Name of Declarant (Tenant)

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

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

³ "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate federal, state, or local occupancy standards and that would not result in an overall increase of housing cost to you.

DECLARATION UNDER PENALTY OF PERJURY (Continued)

PROOF OF SERVICE

I certify under penalty of perjury that I provided a copy of this **Declaration Under Penalty of Perjury for the CDC's Temporary Halt in Evictions to Prevent Further Spread of COVID-19** to my landlord and/or to the owner of the property where I live and/or to another person with the legal right to pursue eviction via the following method(s) (*check all that apply*):

- By **First Class Mail** directed to (name) _____,
at the following address: _____,
_____, on the following date: _____.
- By **Certified Mail** directed to (name) _____,
at the following address: _____,
_____, with tracking
number _____, on the following date: _____.
- By **E-Mail** directed to (name) _____,
at the following e-mail address: _____,
on the following date: _____.
- By **Text Message** directed to (name) _____,
at the following telephone number: _____, on the following
date: _____.
- By **Fax** directed to (name) _____,
at the following telephone number: _____, on the following
date: _____.
- By **Hand Delivery** to (name) _____,
at the following address: _____,
_____, on the following date: _____.
- By **Other Method** to (name) _____,
specifically (*describe method of delivery in detail*): _____,
_____,
_____,
on the following date: _____.

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

Signature of Declarant

Date

Printed Name of Declarant



Home Means Nevada, Inc.

*A Non-Profit Entity Established by the
State of Nevada, Department of Business and Industry*

Board of Directors

President – Shannon Chambers

Vice-President – Perry Faigin

Board Member – Jennifer Yim

Board Member – Robin Sweet

Board Member – Verise Campbell

INFORMATION FOR NEVADA RENTERS FREQUENTLY ASKED QUESTIONS (FAQ'S) REGARDING THE CENTERS FOR DISEASE CONTROL (CDC'S) ORDER PREVENTING RESIDENTIAL EVICTIONS

How does the CDC Order impact residential evictions?

The CDC Order broadly prohibits a landlord from evicting a covered tenant from a residential property through December 31, 2020. The CDC Order states that a landlord must not take *any action* to remove or cause the removal of a covered tenant. That means a landlord must not serve an eviction notice to a tenant, file an eviction case with the court, or attempt in any way to remove the tenant from the residential property unless specifically allowed by the CDC Order.

Are there any evictions that are allowed under the CDC Order?

The CDC Order specifies five types of evictions that are allowed through December 31, 2020. A covered tenant can still be evicted if the tenant

1. engages in criminal activity while on the premises;
2. threatens the health or safety of another resident;
3. damages or poses an immediate and significant risk of damage to the property;
4. violates any applicable building code, health ordinance, or similar regulation relating to health and safety; or
5. violates any other contractual obligations, other than the timely payment of rent or similar house-related payment (including non-payment or late payment of fees penalties, or interest).

Evictions for any reason beyond the five allowed in the CDC Order are prohibited, including evictions for nonpayment of rent, evictions resulting from the expiration of the tenant's lease, "no-cause" evictions, and evictions of tenants-at-will.

Which tenants are covered by the CDC Order?

The number of tenants covered by the CDC Order is much larger than the number previously covered under the federal CARES Act, which limited its protections to tenants in properties with federally backed mortgages or programs. A tenant is covered by the CDC Order if he or she

1. has used best effort to obtain all available government assistance for rent or housing;
2. either expects to earn no more than \$99,000 during 2020, was not required to report income to the IRS in 2019, or received a stimulus check under the federal CARES Act;
3. is unable to pay the full rent due to substantial loss of household income, reduction in wages or hours, lay-off, or extraordinary out-of-pocket medical expenses;
4. is using best effort to make partial payments of rent as close to full payment as his or her circumstances permit; and
5. would likely be rendered homeless or forced to move and live in close quarters in a shared living setting if evicted.

What does a tenant need to do to obtain the protections in the CDC Order?

To invoke the CDC Order's protections, the tenants listed on the lease must sign a declaration form available from the CDC (or one substantially similar) confirming that they are covered and provide a copy of that signed declaration to the landlord, the property owner, or other person who has the right to evict. There is no deadline in the CDC Order for tenants to provide these declarations, meaning a tenant can provide the declaration even if the landlord has already served an eviction notice or even later. Tenants who deliver these signed declarations to their landlords cannot be evicted or removed from where they are living through December 31, 2020. <https://www.cdc.gov/coronavirus/2019-ncov/covid-eviction-declaration.html>

<https://nlihc.org/national-eviction-moratorium>

How does the CDC Order work with Nevada's state-wide moratorium?

Nevada's state-wide moratorium prohibits evictions based on nonpayment of rent through October 15, 2020. The CDC Order similarly prohibits evictions for nonpayment of rent, but it also more broadly prohibits all evictions that do not fall into one of the five permitted categories stated in the CDC Order. While Nevada's state-wide moratorium continues to prevent evictions based upon nonpayment of rent through mid-October (regardless of whether the tenant has submitted a declaration to the landlord under the CDC Order), the CDC Order provides current protection to any covered tenant facing eviction on a basis *other than* nonpayment of rent or the five permitted reasons stated in the CDC Order. Upon the expiration of the state-wide moratorium mid-October, the CDC Order will continue to prohibit all evictions beyond those five stated grounds, including evictions for nonpayment of rent, through the end of December 2020.

Can a landlord charge late fees under the CDC Order or the state-wide moratorium?

Neither the CDC Order nor Nevada's state-wide moratorium prevent a landlord from charging late fees if allowed under the tenant's lease. However, no late fees may be assessed for the period starting March 29, 2020, to September 1, 2020, and late fees cannot serve as the basis for eviction. Under Nevada law, late fees may not exceed five percent of the base rent.

Is a tenant still obligated to pay rent under the CDC Order or the state-wide moratorium?

Neither the CDC Order nor Nevada's state-wide moratorium releases the tenant from the normal obligation to pay rent. A tenant's unpaid rent will continue to accrue. However, unpaid rent cannot serve as a basis for eviction.

What is the penalty if a landlord violates the CDC Order?

A landlord who violates the CDC Order may be fined up to \$100,000 (\$250,000 if the violation results in a death) and be sentenced to one year in jail. A business that violates the CDC Order may be fined up to \$200,000 (\$500,000 if the violation result in a death) per each event.

What is the penalty if a tenant is untruthful on the signed declaration given to the landlord?

The CDC Order requires tenants to sign their declarations under penalty of perjury. Under Nevada law, a person who signed a declaration under penalty of perjury and willfully makes a false statement on a material matter or makes an unqualified statement they don't know to be true may be fined up to \$5,000 and imprisoned up to four years.