

# Merced Superior Court Self Help Center

## Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19

### [CDC Eviction Moratorium Order]

#### Information Sheet

The CDC issued an agency order on September 1, 2020 and is effective as of September 4, 2020. The CDC Order prohibits a landlord from taking any action to evict certain tenants, through December 31, 2020. The moratorium applies to the following:

- for failures to pay rent, with evictions for reasons, other than failures to pay rent, permitted to proceed;
- to residential tenancies only;
- to tenants who expect to earn no more than \$99,000 in 2020 (or no more than \$198,000 if filing a joint return);
- to tenants who (along with each adult member of the household) provide the landlord with a declaration that states, among other things, that they are unable to pay full rent due to loss of income or extraordinarily high medical expenses; and
- only through December 31, 2020, with evictions for any unpaid rent permitted after that.

The CDC Eviction Moratorium Order does not apply where there is a state or local eviction moratorium that provides the same or greater level of public-health protections.

The Tenant is still responsible for the rent that is owed. Nothing in this order prevents the landlord from charging or collecting fees, penalties, or interest as a result of the failure to pay rent on a timely basis, under the terms of any applicable contract.

This Order does not prevent a landlord from evicting a tenant on the following reasons:

1. Engaging in criminal activity.
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.
5. Violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).

FOR ADDITIONAL HELP:

E-mail us at [selfhelp@mercedcourt.org](mailto:selfhelp@mercedcourt.org)

California Department of Real Estate: <https://landlordtenant.dre.ca.gov/landlord/resources.html>

**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**

## 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;
- 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 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.
- 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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Type or Print Name

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Signature