


ADMINISTRATIVE ORDER 2021-03 EXTENDING ADMINISTRATIVE ORDER 2020-18 Re CDC EVICTION MORATORIUM.

The Center for Disease Control and Prevention ("CDC") issued an order, Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19, OMB 0920-1303, effective through December 31, 2020, with respect to certain residential eviction proceedings. On January 20, 2021, the Moratorium was extended through at least March 31, 2021. The purpose of this Administrative Order is to address how such filings shall be handled consistent with this Moratorium.

1. To the extent a landlord/plaintiff initiates a forcible entry and detainer proceeding in a matter involving a residential lease, in the 7th Judicial District prior to the expiration of that moratorium, they shall be prepared to represent at the hearing that they have complied with all applicable terms and conditions of the CDC Order.
2. The Court will inform defendant/tenants of the availability of relief based on the disclosure, a copy of which is attached to this order.
3. To be clear, nothing in this order precludes an eviction from going forward on grounds other than nonpayment of rent as explained in the CDC Order.
4. If the Court concludes that there has not been compliance with the exceptions in the CDC order, the matter shall be dismissed. In the discretion of the presiding judge, they may waive further filing fees and may authorize refile with new service in their discretion.

Dated and effective this the 29th day of January, 2021.

BY THE COURT:



J. Steven Patrick
Chief Judge

XC: 7th JD Judges
7th JD Clerks of Court
w/ attachment

**[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;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;

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.

- 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

Date

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.