



Frequently Asked Questions About the New Federal Eviction Moratorium

Do I have to keep paying rent?

Yes, it is imperative you pay your rent if you can. This does not stop rent from being due and does not void any terms of your lease.

Who does the moratorium apply to?

Tenants are covered by the moratorium if they provide their landlord with a truthfully signed copy of the declaration below.

What help is available to pay my rent?

Anyone in Milwaukee County facing an eviction or inability to pay their rent may learn more about what assistance is available and apply for assistance via Community Advocates at: <https://communityadvocates.net/who-we-are/rental-housing-and-coronavirus-resources.html> or by contacting our Rent HelpLine at (414) 270-4646 or renthelp@communityadvocates.net.

What do I do if I still can't pay my rent after getting all available assistance?

Each adult listed on the lease must sign the attached declaration and deliver it to his or her landlord. Keep a copy for yourself!

Is there any reason I can be evicted?

Yes, a tenant may still be evicted for:

- a. Engaging in criminal activity at your rental unit;
- b. Threatening the health or safety of other residents;
- c. Damaging or posing an immediate and significant risk of damage to property;
- d. Violating a building code, health ordinance, or other regulation about health and safety; or
- e. Violating any other contractual obligation with your landlord that is not related to payments.

Where can I learn more?

You can read the official federal announcement of the eviction moratorium [here](#).

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;
- 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

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.