



09/04/2020

Multifamily Housing Partners,

Rural Development

Nancie-Ann Bodell
Deputy Administrator
Rural Housing Service

1400 Independence Ave SW
Room 5017
Washington, D.C. 20250

Telephone (202) 720-3773

We appreciate your continued commitment to providing quality housing to tenants during this difficult time. We wanted to bring to your attention that the CDC has issued a notice on a Temporary Halt in Residential Evictions, published in the Federal Register on September 4, 2020 and authorized under Section 361 of the Public Health Service Act, 42 U.S.C. 264 and 42 CFR 70.2. This letter highlights some aspects of CDC's requirements and its application of this notice on Rural Development Multifamily Housing programs. We strongly encourage you to read CDC notice in its entirety to fully understand CDC's requirements.

The CDC guidance orders a halt in residential evictions to tenants meeting certain criteria through December 31, 2020. This halt applies to tenants in Rural Development MFH properties who certify that they meet the CDC criteria, such as:

- All adults in the household have attempted to obtain any available government assistance for rent
- The household meets income limits of \$99,000 per individual or \$198,000 per couple
- The household is unable to pay full rent due to a loss in household income or extraordinary medical expenses
- Timely partial payments have been attempted
- Eviction would likely make the household homeless or force them into an unsafe shared living arrangement

The CDC guidance contains a sample certification form for tenants, which we have reprinted for your convenience below. It is our understanding that all adult members of the household must certify eligibility.

As a reminder, properties under a forbearance/deferral agreement are prohibited from nonpayment evictions through the life of the deferral. In addition, if state or local guidance is more restrictive than the CDC Notice, owners and agents must closely follow the more restrictive local guidance.

If properties are experiencing financial hardship due to COVID-19 and tenant inability to pay, MFH will continue to accept forbearance requests under the 2020 CARES Act through December 31, 2020. To review our previously posted Multifamily Housing questions and answers on the CARES Act forbearance and COVID-19 in general, please visit the Rural Development COVID-19 Response website - <https://www.rd.usda.gov/coronavirus>

Please reach out to your local RD staff if you have questions or need additional assistance.

Nancie-Ann Bodell
Deputy Administrator
Multifamily Housing

**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 housing¹;
- 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 extraordinary³⁸ out-of-pocket medical expenses²;
- 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

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.

shared by other people who live in close quarters because I have no other available housing options³.

- 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.