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CDC ISSUES TEMPORARY MORATORIUM ON EVICTIONS

Effective September 4, 2020, the Centers for Disease Control and Prevention issued a [moratorium](#) on most residential evictions in the United States, which is set to run through December 31, 2020. The order does not apply to all tenants and evictions, and does not prevent landlords from charging late fees or interest.

The order bans evictions due to nonpayment of rent if the tenant:

- Has used best efforts to obtain all available government assistance for rent and housing;
- Expects to earn no more than \$99,000 in annual income in calendar year 2020 (\$198,000 if filing jointly), was not required to report any income in 2019 to the IRS, or received an Economic Impact Payment pursuant to the CARES Act;
- Is unable to pay rent due to a substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses;
- Is using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit; and
- Eviction would render the tenant homeless, or require the tenant to move into a new residence shared by other people who live in close quarters.

To invoke the protections of the moratorium, tenants are required to complete a [declaration form](#), whereby the tenant declares under penalty of perjury that he or she meets all of the criteria listed above. The form must be submitted directly to the landlord. Each adult listed on the lease or rental agreement must complete the form.

The order does not relieve any individual of the obligation to pay rent or comply with any obligation under a lease or rental agreement. Landlords may still charge late fees, interest, and may seek a judgment for all back rent that accrues while the ban is in place.

The moratorium does not preclude evictions based upon a tenant:

- Engaging in criminal activity while on the premises;
- Threatening the health or safety of other residents;
- Damaging or posing an immediate and significant risk of damage to the property;
- Violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or
- Violating any other contractual obligation, other than the timely non-payment of rent.

The moratorium has broad application, and applies to existing eviction actions, once the tenant has completed and delivered the declaration form.

For more information on this program, and other COVID-19 related topics, please review our COVID-19 Resources page here: <https://www.gill-law.com/covid-19-resources/#>