

Evictions Declaration

CLERK SUPREME COURT

Please read and follow these instructions.

- This Evictions Declaration is for tenants, lessees, or residents of residential properties who are covered by the federal Centers for Disease Control and Prevention's (CDC) 9/4/20 order temporarily halting residential evictions of tenants for not paying rent or making a housing payment to prevent the further spread of COVID-19.
- This temporary protection does not apply to foreclosures on home mortgages.
- You may still be evicted for reasons other than not paying rent or making a housing payment.
- You must provide a signed and completed 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 and sign this Declaration and provide it to the landlord or owner.
- Provide this Declaration to the landlord or owner the same way as you would provide other notices. Be sure to retain proof that you provided this Declaration to the landlord.
- Providing this signed declaration can prevent you from being evicted until December 31, 2020.
- You are still required to pay rent, make housing payments, and follow all the other terms of your lease, contract, or rules of the place where you live. This Declaration also does not prevent you from being charged fees, penalties, or interest as a result of the failure to pay for your housing under the terms of your agreement.
- You can only use this Declaration if all of the statements in the Declaration are true.

If you do not understand how to use this form, or if you are unsure whether you should use this form, talk to an attorney, go to www.iowalegalaid.org, or contact a local legal services organization.

Declaration

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I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct:

1. I have used best efforts to obtain all available government assistance for rental or housing payment benefits available to me or any member of my household.
2. I either:
 - (a) expect to earn no more than \$99,000 in annual income in 2020 (or no more than \$198,000 if filing a joint tax return);
 - (b) was not required to report any income in 2019 to the U.S. Internal Revenue Service; **or**
 - (c) received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act.
3. I am unable to pay 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 totaling more than 7.5% of my yearly adjusted gross income.
4. I am using my best efforts to make timely partial payments as close to the full payment owed as my circumstances may permit, taking into account other nondiscretionary expenses.
5. If evicted I would likely become homeless, move into a homeless shelter, or move into another residence with people living in close quarters, because I have no other available residential housing options that are unoccupied, that would not violate federal, state, or local occupancy standards, or that are not more expensive than my current housing.
6. I must still pay rent or make a housing payment and follow other terms and obligations that I have under my tenancy, lease agreement, or other housing contract. Any fees, penalties, or interest for not paying rent or making a housing payment under my tenancy, lease agreement, or housing contract may still be charged or collected.
7. 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.

Your signature

Date

Your printed name

Address (including apartment or unit number if any)
