

Effective September 4, 2020, as per the order issued by the Centers for Disease Control and Prevention (CDC), a temporary halt in for some residential evictions is in effect thru December 31, 2020.

To be eligible for this temporary halt, the tenant and each adult listed as a tenant must present to the landlord a Declaration of Eligibility. If the landlord believes the tenant meets the criteria listed in the Order, the landlord may not file an eviction until after December 31, 2020.

This two- page document is attached below. A link to the Order is below.

If the landlord does not believe the tenant meets the criteria, the landlord may file an eviction claim. The tenants will then bring their individual Declaration of Eligibility with the court. The court will have a hearing to determine if the tenants meets the criteria.

It is the responsibility of the tenant to initiate and to provide the Declaration of Eligibility form to the landlord. The landlord does not have to request this Declaration from the tenant.

Declaration of Eligibility (to be completed by each tenant)

<https://s3.amazonaws.com/public-inspection.federalregister.gov/2020-19654.pdf> link to Order

www.cdc.gov

Rental assistance and resources

DECLARATION OF ELIGIBILITY TO PROHIBIT EVICTION
AT LEAST THRU DECEMBER 31, 2020

Each adult listed on the Lease Agreement or residing at the rental unit must prepare and present a signed Declaration of Eligibility to the Landlord, owner of the rental property/unit or other person who has a right to have the Tenant evicted from the rental property/unit. If an eviction action is pending or filed later, bring this completed Declaration to your court hearing.

I, _____ (printed name of Tenant or other adult resident), swear or affirm under penalties of perjury pursuant to 28 U.S.C 1746, that this information is true and correct. I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages or imprisonment.

_____ I understand that I must still pay rent and comply with other obligations that I may have under my tenancy, lease agreement or similar contract. I understand that fees, penalties or interest in not paying rent or making payments on time as required may still be charged and collected.

_____ I know I may still be evicted for: (1) engaging in criminal activity while on the premises, (2) threatening the health or safety of other residents, (3) damaging or posing an immediate and significant risk of damage to property, (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety, or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including nonpayment or late payment of fees, penalties or interest).

_____ I am using my best efforts to make timely partial payments that are as close to the full payment as I am able, taking into account my other nondiscretionary expenses. Since March, 2020, I have made these payments:

Date Rent Due	Amount Rent Due	Date of Payment	Amount of Payment

_____ I have used best efforts to obtain all available government assistance for rent or housing. "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

Rental Assistance Program for which Applied	Date Requested	Amount Requested	Amount Paid to Landlord	Date Paid to Landlord

(OVER)

____ If evicted, I would likely become homeless, would 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. "Available housing" means any available, unoccupied residential property or other space for occupancy in any season or temporary housing, that would not violate Federal, State or local occupancy standards and that would not result in an overall increase of housing costs to you.

____ I either: (1) expect to earn no more than \$99,000 in annual income for all of the year 2020 (or no more than \$198,000 if filing a joint tax return); OR (2) was not required to report any income in 2019 to the U.S. Internal Revenue Service; OR (3) received an Economic Impact Check Payment (stimulus check) pursuant to Section 2201 of the CARES Act.

____ I am unable to pay my full rent because of a substantial loss of household income, loss of compensable hours of work or wages (reduction in hours worked) or a lay-off.

Dates of Employment	Name of Employer	Wages or Salary before COVID	Reason for Leaving Employment OR Wages or Salary since COVID

____ I am unable to pay my full rent due to extraordinary out-of-pocket medical expenses. This does not include expenses you have incurred but have not paid or for which any insurance has paid. "Extraordinary medical expense" is any unreimbursed medical expense likely to exceed 7.5% of the person's adjusted gross income.

Medical Patient and Relationship to You	Amount of Medical Expenses	When and to Whom Paid (include receipt of payment)

____ I 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 in full may subject me to eviction pursuant to State and local laws.

Authority: Section 361, Public Health Service Act (42 U.S.C 264) and 42 CFR 70.2. Issued September 1, 2020, effective September 4, 2020

Date Tenant

OMB Control No. 0920-1301
Expiration Date: 12/31/2020

Tenant Assistance for Evictions

On September 2, 2020, the Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) issued a temporary halt in residential evictions (effective September 4, 2020). Landlords may still file eviction actions if they believe their tenants are not covered by this Order or for lease violation issues other than non-payment of rent.

If the Tenant believes they are covered by this Order, the Tenants may prepare and present to the court a Declaration of Eligibility. If the court determines the Tenant is covered under this Order, the eviction will be dismissed.

RENTAL and HOUSING ASSISTANCE

Tippecanoe COVID-19 Housing and Stability Hotline	(765) 201-0668 (via United Way)
COVID-19 Rental Assistance Program	www.IndianaHousingNow.org
Lafayette Transitional Housing 815 N. 12 th Street	(765) 423-4880 ww.LTHC.net
Lafayette Housing Authority 2601 Greenbush Street	(765) 771-1300
Salvation Army 1110 Union Street	(765) 742-0006 (765)742-8556
Fairfield Township Public Assistance 718 Wabash Avenue	(765) 742-7476
Lafayette Urban Ministries 420 N. 4 th Street	(765) 423-2691
Family Promise of Greater Lafayette 2010 Elmwood Avenue	(765) 838-3651
Matrix Lifecare Center (pregnancy services) 938 Mezzanine Dr, Suite B	(765) 742-1544 1-800-712-4357 text HELPLINE to 313131

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LEGAL RESOURCES

Legal Aid Corporation of Tippecanoe County	(765) 742-1068 www.tclegalaid.org Email: info@tclegalaid.org
Indiana Legal Services, Inc.	(765) 423-5327 or (800) 382-7571 www.indianalegalservices.org