

Temporary Halt in Residential Evictions
Required by Order of Centers for Disease Control and Prevention (CDC)
(Effective September 4, 2020)

Summary of Order

The CDC issued an order entitled “Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19.” This order prohibits landlords from taking any action to evict a residential tenant who complies with the order for nonpayment of rent beginning on September 4, 2020 through January 31, 2021. A landlord who violates this order by causing a tenant to be removed from the residence for nonpayment of rent after the tenant provides a declaration according to the order is subject to a fine of no more than \$100,000 if the violation does not result in a death or one year in jail, or both, or a fine of no more than \$250,000 if the violation results in a death or one year in jail, or both, or as otherwise provided by law. An organization violating this Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law.

To be covered by the CDC’s order and to halt an eviction, a tenant and any other adult listed on the lease must provide a copy of a “Declaration” to the landlord, owner of the residential property, or other person who has a right to evict or remove a tenant from a residence. A sample “Declaration” form is provided [here](#).

As soon as practicable but not later than October 24, 2020 until the CDC order expires on January 31, 2021 the plaintiff (landlord or attorney for the landlord) is required to serve on the tenant a one-page notice about the CDC order and the Declaration entitled “Information on Temporary Halt in Residential Eviction for Nonpayment of Rent” along with the summons and complaint.

Unless the CDC order is extended, changed, or ended, the order prevents a person covered by this order from being removed from their residence for nonpayment of rent through January 31, 2021. During this time, the tenant is obligated to pay rent and follow all the other terms of a lease. Under Arizona Supreme Court Administrative Order 2020-229, termination of a periodic tenancy is presumed to be due to nonpayment of rent, if unpaid rent, a penalty or interest is owed. The CDC order is applicable unless the plaintiff proves the termination was for a reason other than nonpayment of rent, penalties, or interest.

The tenant may be evicted for violation of terms of the lease other than the requirement to make all rent or housing payments when due. For example, a tenant may 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. Also, under Arizona Supreme Court Administrative Order 2020-229, the tenant may be evicted if the landlord proves any other material noncompliance with the rental agreement or, for a forcible detainer action, material and irreparable breach of the rental agreement under Arizona law.

To qualify for a temporary halt in eviction for nonpayment of rent, the order requires a tenant to certify under penalty of perjury the following:

1. The tenant has used best efforts to obtain all available governmental rental or housing payment benefits available to the tenant or any household member. A list of agencies accepting applications for rental assistance is provided [here](#).

2. One or more of the following statements regarding the tenant's financial circumstances is true:
 - a. Expect to earn no more than \$99,000 in annual income during 2020 (or no more than \$198,000 if filing a joint tax return), or
 - 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 the CARES Act.
3. The tenant is unable to pay full rent or make a full housing payment due to substantial loss of household income due to:
 - a. loss of hours of work,
 - b. loss of wages,
 - c. lay-off, or
 - d. extraordinary out-of-pocket medical expenses likely to exceed 7.5% of tenant's 2020 adjusted gross income.
4. The tenant has used best efforts to make timely partial payments that are as close to the full payment as my circumstances permit, considering other living expenses that I must pay.
5. If evicted the tenant 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; have no other available unoccupied, seasonal, or temporary housing option, that would not violate federal, state, or local occupancy standards and that would not result in an overall increase of housing cost.
6. The tenant understands the requirement to pay rent or make a housing payment and comply with other obligations that are required under my tenancy, lease agreement, or similar contract.
7. The tenant understands 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.
8. The tenant understands that at the end of this temporary halt on evictions on January 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and that my failure to pay may make me subject to eviction pursuant to state and local laws.

Warning: This Declaration is sworn testimony. If you lie, mislead, or omit important information and you are convicted of perjury you can be sentenced to a maximum of four years in jail or a \$250,000 fine.