

Lakewood Municipal Court
Cuyahoga County, Ohio

Center for Disease Control Eviction Moratorium Declaration Form

I, _____ (print full name), residing at _____, Lakewood Ohio, certify under penalty of perjury for any false or misleading statements or omissions, pursuant to 28 U.S.C. § 1746, that the foregoing are true and correct:

- 1) I have used best efforts to obtain all available government assistance for rent or housing;¹
- 2) 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;
- 3) 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 extraordinary out-of-pocket medical expenses;²
- 4) I am using best efforts to make timely partial payments that are as close to the full payment as my circumstances may permit, taking into account other nondiscretionary expenses; and
- 5) If evicted I 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 because I have no other available housing options.³

I understand that:

- 1) 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 on

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.

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.

time as required by my lease or rental agreement may still be charged or collected, and

- 2) at the end of this temporary halt on evictions on December 31, 2020, my landlord may require payment in full for all payments not made prior to and during the temporary halt and failure to pay any accrued back rent may result in eviction after the moratorium has ended in January, 2021.
- 3) this eviction moratorium is limited to evictions for nonpayment of rent.
- 4) I may be questioned under oath about any and all of the statements contained in this form.
- 5) prevention from eviction does not excuse rent or permit me or any other tenant from following the rules and all the other terms of the lease/rental agreement.
- 6) I may still be evicted for reasons other than not paying rent, including illegal drug use, damage to the rental property, risk of harm to other tenants, or noncompliance with health, safety, or building codes.

State the names of each and every adult person living with you at the rental premises:

I understand that this declaration is a sworn statement, meaning that I can be prosecuted, go to jail, or pay a fine if I lied about, mislead, or omitted any important information.

I have:

- provided a copy of this declaration to my landlord by:
- hand delivery
 - mailed
 - leaving at landlord's office.
- filed a copy of this declaration with the Lakewood Municipal Court

Signature of Tenant/Declarant

Date

Phone Number () _____

Sworn to and subscribed in my presence this _____ day of _____, 2020.

Notary Public/Clerk/ Deputy Clerk of Court