



Release Date: 10/20/2020

## [LVL EVICTIONS NEWSLETTER](#)

### **1st UPDATE ... FED CDC Rent Declaration**

**How the FED CDC effects Nevada Rent Evictions?**

**CDC = Center for Disease Control and Prevention**

#### **Newsletter Update**

We have good news (depending upon how you look at it) on the CDC Rent Declaration and clarification from the Court rulings as to what Tenants are protected from and NOT protected from.

We will make every effort to update your on any changes that the Courts have made regarding these new protection orders.

Unfortunately we do NOT have a Crystal Ball to determine what a Tenant will or will not do, but we encourage each Landlord to make the best decisions possible.

#### **[CDC Rent Temporary Halt Eviction Declaration \(OMB Control No. 0920-1303\).](#)**

**FACT-1: RENT EVICTION.** CDC Rent Declaration is ONLY for Rent Evictions to be HALTED until 12/31/2020, as proven by the Justice Court rulings.

**FACT-2: RENT EVICTION.** If your Tenant gives you a CDC Rent Declaration < OR > files an Answer with the Court and includes a CDC Rent Declaration, then your Rent Eviction case is **DEAD**.

**FACT-3 : 30-DAY NC EVICTION.** CDC Rent Declaration does **NOT** protect Tenant against a 30-Day No Cause Eviction.

**FACT-4 : 30-DAY NC EVICTION.** If your Tenant files an Answer with the Court and includes a CDC Rent Declaration, then it has **NO** bearing on your case as it **ONLY** protects the Tenant from Rent Evictions.

## **FAQs ( Frequently Asked Questions )**

### **What happens if my Tenant/Occupant does NOT give me the CDC Rent Attachment A form?**

That Tenant or Occupant is NOT protected from a Rent Eviction, until he/she signs, dates and delivers to the Landlord the CDC Attachment A form.

### **Can I still evict my tenant for issues other than rent?**

Yes. Any other notice, except Rent.

If the lease has expired (30-Day No Cause).

If the lease has at least 30 to 35 days before expiring (30-Day Termination Letter).

If they have a unauthorized dog, .... (5-Day Lease Violation).

If they are making noise, doing drugs, etc. (3-Day Nuisance).

If they have abandoned/left the property (5-Day Abandonment).

If you want to inspect/maintain the property (24-Hour Inspection/Maintenance).... etc., etc.

## **Newsletter History**

### **What our Federal Government should have done for Landlords and Tenants.**

Again, this Rent eviction issue is really getting out of control. Tenants have the mentality that they don't have to pay rent anymore because NOW our Federal Government has put a temporary STOP to all rent evictions until 12/31/2020. If the Federal Government wanted to protect the Tenants and HELP the Landlord, then our Federal Government should have done the following:

1. Federal Government initiates a \$500 Trillion dollar budget fund for Tenants and Landlords to apply for.

2. Tenants be required to submit their Leases, Rent Payment History, Weekly Check Stubs, and applications for Rent Assistance to the Federal Government. This can be submitted online, fax, email or by regular mail.
3. Landlords be required to submit their Tenant Leases, Rent Ledgers, Mortgage Payment Statements, Check Stubs, and applications for Mortgage Payment Assistance to the Federal Government. This can be submitted online, fax, email or by regular mail.
4. Federal Government be required to validate that Tenants are entitled to have their rent paid to Landlord through Rent Assistance. All Federal FBI and Homeland Security employees work to validate the application. Phone calls, faxes, emails, etc. to employers. Any Tenant caught lying to the Federal Government is prosecuted.
5. Federal Government be required to validate that Landlords are entitled to have their mortgage payments paid to Banks and Lenders through Mortgage Payment Assistance. All Federal FBI and Homeland Security employees work to validate the application. Phone calls, faxes, emails, etc. to employers. Any Landlord caught lying to the Federal Government is prosecuted.
6. Landlords receive rent from the Federal Government for all Tenants that qualify.
7. Lenders and Banks receive mortgage payments from the Federal Government for all Landlords that qualify.
8. Any Tenants that do not qualify, Landlord has the right to evict those Tenants.

### **NEW Federal CDC Order regarding this newsletter release date.**

CDC Order [2020-19654](#), National Eviction Order that **STOPS { to HALT }** all Rent Evictions, in all 50 States, until **12/31/2020** Link.

[CDC Order 2020-19654, 09/04/2020, Federal CDC Rent Eviction Moratorium](#)

Order is under Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 CFR 70.2

CDC Attachment A form for Tenants/Occupants Link

[CDC Attachment A Halt Rent Evictions Until 12/31/2020](#)

FOR FURTHER INFORMATION CONTACT: [Nina B. Witkofsky](#), Acting Chief of Staff, Centers for Disease Control and Prevention. 1600 Clifton Road, N.E., MS H21-10, Atlanta, GA 30329. PH: [404-639-7000](#) EM: [cdcregulations@cdc.gov](mailto:cdcregulations@cdc.gov).

**What you need to know about the NEW Federal CDC Order.**

**[ A ] Federal CDC Order takes effect on 09/04/2020 after it is published.**

**[ B ] The Tenant is NOT protected from a Rent Eviction, by the Federal CDC Order, unless the following requirements are met:**

- 1) Tenant has used best efforts {best attempt to accomplish a goal} to obtain all available government assistance for rent or housing;
- 2) Tenants either (i) expects to **no more than \$99,000** individually in annual income for Calendar Year 2020 (or **no more than \$198,000** if filing a joint tax return), (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment {stimulus check} pursuant to Section 2201 of the CARES Act;
- 3) Tenant is unable to pay the full rent due to substantial loss of household income, loss of compensable hours of work or wages, a lay-off, or extraordinary {expenses more than 7.5% of adjusted gross income/year} out-of-pocket medical expenses;
- 4) Tenant is using best efforts {best attempt to accomplish a goal} to make timely partial payments that are as close to {almost or nearly} the full payment as the individual's circumstances may permit, taking into account other non-discretionary expenses; and
- 5) An eviction would likely render the individual homeless or force the individual to move into and live in close quarters in a new congregate or shared living setting because the individual has no other available housing options

**[ C ] Declaration form (Attachment A).**

- 1) Tenants **MUST** execute (sign, date, under penalty of perjury) and submit a copy of the Declaration form (Attachment A) to the Landlord.
- 2) **Each** adult Tenant listed on the lease **MUST** complete and provide a Declaration form to the Landlord.
- 3) Once Declaration is submitted to Landlord, it prevents the Landlord from evicting the Tenants from where they are living through December 31, 2020.

**[ D ] Tenants are still required to pay rent and follow all the other terms of their lease and rules of the place where they live.**

**[ E ] Tenants may also still be evicted for reasons other than not paying rent.**

**[ F ] Criminal penalties to Landlords that violate this Order, under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; and 42 CFR 70.18:**

- 1) A **person** violating this Order may be 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.
- 2) 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.

-- 3) The U.S. Department of Justice may initiate court proceedings as appropriate seeking imposition of these criminal penalties.

## **What does the NEW Declaration form (Attachment A) look like?**

### **ATTACHMENT A DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a 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 this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

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

- I have used best efforts to obtain all available government assistance for rent or housing;
- 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;
- 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;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other non-discretionary expenses;

