

Housing Q&A for Survivors of Domestic and Sexual Violence during COVID-19

November 2020

This Q&A is provided for informational purposes only and is not legal advice.
Tenants who need legal advice should consult an attorney.
To search for a legal aid attorney where you live, you can visit:
<https://www.lsc.gov/what-legal-aid/find-legal-aid>

1. I lost my job and cannot afford my rent. Are there eviction protections that can help me during COVID-19?

Likely yes. The Centers for Disease Control and Prevention (CDC) announced a temporary eviction moratorium to prevent the further spread of COVID-19. This moratorium stops residential evictions of eligible tenants who cannot pay their rent. **The moratorium is in effect from September 4, 2020 through December 31, 2020.**

During this time, you cannot be evicted for being unable to pay your rent. However, your landlord might still file an eviction action in court. **If you receive an eviction notice, even before December 31, you should consult with a legal aid or housing attorney immediately to understand and protect your rights.**

To be protected by the moratorium, you must be (1) a “tenant, lessee, or resident of a residential property” and (2) provide [a signed declaration](#) (see Attachment A) to your landlord. Your landlord does not have to tell you about the eviction moratorium or provide a copy of the declaration.

There may also be [eviction and utility shutoff moratoriums](#) specific to your state or locality that can provide additional protections to you.

2. How do I get a copy of the declaration to sign for the CDC moratorium?

An English version of the declaration is attached to this Q&A. Translated versions of the declaration are available [here](#). If you need a hard copy of the declaration, please fill out this [survey](#) with your name, mailing address, and indicate how many copies you need and in which languages you'd like the declarations printed.

Review the declaration carefully to make sure the requirements listed on the declaration apply to your situation before signing and providing to your landlord. Remember, to be protected by the moratorium, you must provide a signed declaration to your landlord.

If you mail the declaration to your landlord, keep a copy for your records and send by certified mail, if possible. Another option is to submit a signed version of the declaration to your landlord electronically. Emailing the declaration to your landlord allows you to have a record of submitting the declaration.

3. During the CDC eviction moratorium, do I still owe rent to my landlord?

Yes. Even if you are not evicted because of the CDC's moratorium, you still owe rent and must follow other terms of your lease and rules of the place where you live. You must also do your best to make timely partial payments. Partial payments must be for as much of the rent as you reasonably believe you can afford given your other existing needs and expenses. When the moratorium expires, you will owe your landlord any unpaid rent, fees, and interest accrued during the moratorium.

4. My boyfriend and I have been arguing a lot. During our last argument, he punched a wall and kicked down the bathroom door. I called the police because I was scared. Our landlord wants to evict me. Can he do that?

No. You cannot be evicted, be removed from a housing program, or have your rental assistance terminated because of the violence committed against you. This includes evictions, removals, or terminations due to property damage caused by the perpetrator. You also cannot be evicted or removed from your program for seeking help by calling 911 or emergency services. Your landlord cannot treat you more harshly than other tenants who are not victims of violence or abuse.

Because domestic violence is often misunderstood, a landlord might still try (wrongly) to evict you because of “criminal activity” or other lease violations. If a landlord is trying to evict you because of the violence committed against you, contact a housing attorney immediately to protect your legal rights.

5. My roommate keeps saying sexual things that make me not feel good. Recently, when we were watching TV, he pushed me on the couch and raped me. I don't feel safe living in my home and want to end my lease and move out. Can I do that?

[Your state or locality](#) may have a law that lets you end your lease for safety reasons. Your landlord must follow the requirements in these laws.

If you live in housing paid for by the federal government, housing protections under the [Violence Against Women Act](#) (VAWA) may apply to you. VAWA requires that these landlords have an emergency transfer policy in place for tenants who need to move quickly for safety reasons.

6. I have a Housing Choice Voucher (Section 8 Voucher) and do not feel safe because my partner hits me. I want to move to a building located in another county, but the head of household on the voucher is my partner. Can I still move with the voucher?

Yes. Under the [Violence Against Women Act](#) (VAWA), even though you are not the head of the household, you can request that the voucher be transferred solely to your name because of the violence committed against you. Once the voucher is transferred, you can work with the public housing agency to relocate (port) to a unit in another county.

7. My ex-girlfriend threatened to kill me and has the key to my apartment. I want to get the locks changed. Can my landlord change the locks during this crisis?

[Your state or locality may](#) have a law that lets you change your locks for safety reasons. Your landlord must follow these laws and take proper precautions following CDC guidelines and the direction of your [local health department](#) officials.

8. I am having trouble paying rent because my partner, who controlled the family's finances, has been removed from the unit because he hit me. Is there rental assistance that can help me?

Maybe. Some states and localities have created [emergency rental assistance programs](#) for tenants who cannot pay rent during COVID-19. If you owe rental payments, you should work with your landlord to negotiate a repayment agreement. If you live in a unit where your rent is determined by your household's income, then you should request that your landlord do an interim income recertification, so that your rental assistance can be adjusted to reflect the decrease in income during the pandemic.

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;¹
- 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 extraordinary² 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 nondiscretionary expenses;
- 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

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.

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- I understand that 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 or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
 - 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.

Signature of Declarant

Date