

MEMO OF INSTRUCTION TO LANDLORDS/TENANTS CONCERNING THE CDC EVICTION MORATORIUM

Please be advised that the Centers for Disease Control and Prevention (CDC) has announced the issuance of an Order under Section 361 of the Public Health Service Act to temporarily halt residential evictions to prevent the further spread of COVID-19. Under the CDC Order, a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property during the effective period of the Order. The CDC Order is effective August 3, 2021 through October 3, 2021.

The memo is provided to you by the court for informational purposes only. Under no circumstances should it be construed as a legal determination by the court of the legal effect of the Order. The Judges cannot provide you legal advice. You should consult legal services or your private attorney. If you have questions concerning civil matters and you cannot afford an attorney, you should contact the Acadiana Legal Services' office at (800) 256-1175.

- **THE EVICTION MORATORIUM IS NOT AUTOMATIC.** To be covered by the CDC's order YOU must provide a completed copy of the attached 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 list on the lease, rental agreement, or housing contract should complete a declaration form.
- **IF YOU DO NOT COMPLETE THE FORM AND PROVIDE A COPY TO YOUR LANDLORD/OWNER, YOU WILL NOT BE CONSIDERED BY THE EVICTION MORATORIUM.** If an eviction proceedings has been filed, a copy of the declaration should also be filed with the court.
- **THE FORM MUST BE COMPLETED TRUTHFULLY HOWEVER COMPLETION OF THE DECLARATION DOES NOT GUARANTEE THAT YOU CANNOT BE EVICTED.** The 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. At any eviction hearing, the Judges will be inquiring from each litigant, under oath and threat of perjury, about each response provided in the declaration.
- **RENT MUST STILL BE PAID:** The CDC Order does not relieve you of any obligation to pay rent, make a housing payment, or comply with any other obligation that you may have under a tenancy, lease, or similar contract. Nothing in this Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.
- **YOU STILL CAN BE EVICTED FOR REASONS OTHER THAN NOT PAYING RENT OR MAKING A HOUSING PAYMENT.** Nothing the CDC Order precludes evictions based on a tenant, lessee, or resident: (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 time payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).