

Addressing Tenant Concerns Regarding Rent and the Temporary Suspension of Evictions for Nonpayment of Rent

What is the suspension of evictions about?

Evictions for nonpayment of rent, and charges/fees nonpayment of rent, have been temporarily suspended under Executive Order 2020-72. This applies to State of Illinois renters including HUD-assisted participants effective November 13, 2020. Although your Public Housing Authority's (PHA) Admissions and Continued Occupancy Policies (ACOP) and/or Administrative Plan may not be updated, please be aware that the suspension of evictions for nonpayment of rent is in place.

Having trouble making rent?

- **Voucher and public housing participants:** If you lost your job or had a significant loss of income, **request an interim reexamination** with the housing authority as soon as possible. Your rent can be adjusted to reflect the change in income or you may be eligible for a financial hardship exemption. Your housing authority may also know about other local resources.
- **Voucher participants only: Contact your landlord right away.** Reach out early to discuss potential payment plans or accommodations. Due to loss in income and the resulting interim reexamination, your rent adjustment may be retroactive. Confirm with the SHA and your landlord whether you will receive a credit for the previous month.

What else should you know?

- **Rent is still due** during this time period and will accumulate if unpaid.
- **Public Housing late fees are still being applied for non-payment of rent effective August 1, 2020 forward.**
- Your landlord and the SHA cannot initiate a new eviction action for nonpayment of rent and you should not receive a notice to vacate for nonpayment of rent after November 13, 2020 if you are considered a "Covered Person". A "Covered Person" is a tenant that files a Declaration Form with the landlord. The Declaration Form requires the tenant to state, under penalty of perjury, that each of the following four (4) conditions apply:
 1. the tenant either (i) expects 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), (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment pursuant to Section 2001 of the CARES Act;
 2. the tenant is unable to make a full rent or housing payment due to a COVID-19 related hardship including, but not limited to, substantial loss of income, loss of compensable hours of work or wages, or an increase in out-of-pocket expenses directly related to the COVID-19 pandemic;
 3. the tenant is 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; and
 4. eviction would likely render the tenant homeless—or force the individual to move into and live in close quarters in a new congregate or shared living setting—because the tenant has no other available housing options.
- The Illinois Tenant's Declaration form can be found on the Springfield Housing Authority's website at www.springfieldhousingauthority.org or at the Springfield Housing Authority Administrative Office located at 200 North Eleventh Street, Springfield, Illinois 62703. SHA will accept mailed and/or dropped off certification forms.
- Absent an extension of the State of Illinois Eviction moratorium, the CDC has issued an Eviction Moratorium that will be applicable to eligible households through December 31, 2020.
- If you are behind on rent after the suspension of eviction moratorium expires: **Voucher participants:** need to negotiate directly with your landlord to determine requirements to repay unpaid rent. Otherwise, your landlord could file an eviction.
- **Public housing participants:** need to work with the SHA to pay unpaid rent in a lump sum or set up a repayment agreement. Otherwise, your assistance could be terminated and/or the SHA could file an eviction.

Please make sure you either:

1. Keep your account paid in full.
2. Set up a repayment agreement for balance and work with **Accounts Receivable Clerk, Adrienne Kipp** at 217-753-5757 x 227 or adriennek@sha1.org.
3. Obtain rental assistance from Community Agencies:
 - **LIHEAP / Sangamon County Community Resources 217-535-3120**
 - **United Way 211**
4. Complete an interim examination if income has changed.

When the moratorium is lifted, the SHA will proceed with court costs, and monthly court processing.

PLEASE BE PROACTIVE! SHA staff is here to assist you.

- Evictions for nonpayment of rent filed with the court before March 27, 2020 can proceed if there is no conflict with state or local laws.
- The SHA or your landlord can still terminate assistance and evict any tenant that poses a direct threat to the health and safety of other tenants or an immediate and severe risk to property.

**[FORM] DECLARATION UNDER PENALTY OF PERJURY FOR
STATE OF ILLINOIS EXECUTIVE ORDER 2020-72**

This declaration is for tenants, lessees, sub-lessees, and residents of residential properties who are covered by State of Illinois Executive Order 2020-72 (“EO 2020-72”) temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Pursuant to EO 2020-72, you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or any other person or entity who has a right to have you evicted or removed from where you live in order to invoke the protections of EO 2020-72. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. EO 2020-72 prohibits any person who submits this declaration from being evicted or removed from their residence through December 12, 2020, unless the person poses a direct threat to the health and safety of other tenants or an immediate and severe risk to property. EO 2020-72 may be amended or extended. EO 2020-72 does not relieve you of the obligation to pay rent or comply with any other obligation that you may have pursuant to your lease or rental agreement. 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 720 ILCS 5/32-2, that the foregoing are true and correct:

- 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 pursuant to Section 2001 of the CARES Act;
- I am unable to make a full rent or housing payment due to a COVID-19 related hardship including, but not limited to, substantial loss of income, loss of compensable hours of work or wages, or an increase in out-of-pocket expenses directly related to the COVID-19 pandemic;
- 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 non-discretionary expenses;¹ and
- If evicted, I would likely become homeless, or be forced to move into and live in close quarters in a new congregate or shared living setting because I have no other available housing options.
- 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, my landlord, the owner of the residential property where I live, or any other person or entity who has a right to have me evicted or removed from where I live, 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 laws and local ordinances.

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

¹ “Non-discretionary expenses” include, but are not limited to, food, utilities, phone and internet access, school supplies, cold-weather clothing, medical expenses, child care, and transportation costs, including car payments and insurance.