

NOTICE OF ILLINOIS EVICTION MORATORIUM

Dear _____ (Landlord Name),

On November 13, 2020, recognizing the contributions of homelessness and shared housing to the spread of COVID-19, Governor Pritzker of Illinois issued “Executive Order in Response to COVID-19” number 2020-72. Under this Order, landlords, owners, and other persons with the legal right to pursue eviction or possessory action “may not commence a residential eviction action pursuant to or arising under 735 ILCS 5/9-101 et seq. against a Covered Person unless that person poses a direct threat to the health and safety of the other tenants or an immediate and severe risk to property.” Covered Persons include tenants, lessees, and residents of residential properties who provide a Declaration of the conditions making them vulnerable to eviction, homelessness, or shared living arrangements.

Attached is a Declaration pursuant to the Order detailing the conditions, under which I am eligible as a Covered Person, for protection from eviction. The Order prevents Covered Persons from being evicted or removed from where they are living until the end of the Governor’s moratorium on evictions. Persons violating the Order may be subject to sanctions. Because I am a Covered Person under the Order, if you file an eviction claim against me or attempt to remove me from the property, you risk these sanctions. Please consider alternative peaceable resolutions to any disputes we have.

Sincerely,

Tenant

**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; 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 Tenant/Declarant

Date