

## **Instructions for Tenants**

This declaration is for tenants, lessees, or residents of residential properties who are covered by Declaration of Emergency Directive 036 issued by Governor of the State of Nevada Steve Sisolak and effective December 15, 2020.

Directive 036 temporarily halts residential evictions based on a tenant's inability to pay rent due to the COVID-19 pandemic. It does not prevent you from being evicted for violating other terms of your rental agreement, for engaging in criminal activity, or creating a nuisance.

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.

You may also provide a copy of this declaration to the court if eviction proceedings have commenced, but you must also give a copy to your landlord.

You are still required to pay rent and any late fees, and to follow all other terms of your rental agreement and rules of the place where you live.

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.

**Declaration Under Penalty of Perjury Related to Evictions and COVID-19**

I, \_\_\_\_\_ (legibly print your name), hereby certify that:

I earned no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), or expect to earn less than that amount in Calendar Year 2021, was not required to report any income in 2019 or 2020 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 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, caused by 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 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;

I understand that I must still pay rent and comply with other obligations that I may have under my rental, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent on time as required by my rental, 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 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;

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment; and

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: \_\_\_\_\_ (date) \_\_\_\_\_ (signature)