

**CITY COURT OF HOUMA**

**FOR THE PARISH OF TERREBONNE/STATE OF LOUISIANA**

**Case #** \_\_\_\_\_

\_\_\_\_\_ **Plaintiff**

**(Landlord)**

**v.**

\_\_\_\_\_ **Defendant**

**(Tenant)**

**SWORN 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**

My name is: \_\_\_\_\_

First Middle Last

I am (check one)

\_\_\_\_ the LESSEE (Tenant that signed lease) or

\_\_\_\_ an occupant (Tenant other than LESSEE)

of the following property:

\_\_\_\_\_  
*Name of the Apartment Complex (if any)*

\_\_\_\_\_  
*Street Address & Unit No. (if any) City Parish State ZIP*

I am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct. 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 and housing;
- 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 extraordinary out-of-pocket medical expenses;
- I am using best efforts to make times 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.
- 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 required payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to evictions 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.

I declare under penalty of perjury that everything in this declaration is true and correct.

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Your Signature

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Date