

IN THE COURT OF COMMON PLEAS OF BEAVER COUNTY  
PENNSYLVANIA  
36<sup>TH</sup> JUDICIAL DISTRICT

IN RE: THE 36<sup>th</sup> JUDICIAL DISTRICT : NO. AD: 10050-2020  
: :  
: :  
: :

**ADMINISTRATIVE ORDER**

December 30, 2020

The Centers for Disease Control and Prevention (hereafter CDC) having previously entered a Nationwide Order (see: [federalregister.gov/d/2020-19654](http://federalregister.gov/d/2020-19654)) wherein residential evictions were halted through December 31, 2020, to prevent the further spread of COVID-19, and then on December 27, 2020, the President of the United States signed the Consolidated Appropriations Act of 2021 (Act), including Division N providing for "additional coronavirus response and relief." Division N's Section 502, entitles "extension of eviction moratorium," provides as follows:

The [O]rder issued by the Centers for Disease Control and Prevention under Section 361 of the Public Health Service Act (42 I.S.C. 264), entitled "Temporary Halt in Residential Evictions [t]o Prevent the Further Spread of COVID-19" (85 Fed. Reg. 55292 (September 4, 2020)[,] is extended through January 31, 2021, notwithstanding the effective dates specified in such Order.

Therefore it is hereby Ordered that a landlord shall NOT evict any "covered" person from any residential property for the non-payment of rent while the CDC Order remains in effect.

All other provisions of this Court's Administrative Order dated September 4, 2020, remain in effect with an updated Declaration Form that is attached to this Order.

**This Order will remain in effect through January 31, 2021.**

FILED OR ISSUED  
2020 DEC 30 AM 11:30  
MICHAEL ROSSI  
PROTHONOTARY  
BEAVER COUNTY, PA

BY THE COURT

*Richard Mancini*  
Richard Mancini, President Judge

2020 DEC 30 4 11 18  
BY THE COURT

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**DECLARATION FOR THE  
CENTERS FOR DISEASE  
CONTROL AND PREVENTION'S  
TEMPORARY HALT IN  
EVICTIONS TO PREVENT  
FURTHER SPREAD OF COVID-19**

Mag. Dist. No:
MDJ Name:
Address:
Telephone:

\_\_\_\_\_

v.

\_\_\_\_\_

Docket No: \_\_\_\_\_

Case Filed: \_\_\_\_\_

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 or housing;<sup>1</sup>
- 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<sup>2</sup> out-of-pocket medical expenses;
- I am 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 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.<sup>3</sup>
- 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 house payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.

<sup>1</sup> "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

<sup>2</sup> An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

<sup>3</sup> "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.

- I further understand that at the end of this temporary halt on evictions on January 31, 2021, 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 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.

\_\_\_\_\_  
Signature of Declarant

\_\_\_\_\_  
Date

**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**

**Supplemental Instructions**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order 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. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through January 31, 2021. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. 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.