

AFFIDAVIT OF ELIGIBILITY

In connection with that certain Lease Agreement by and between _____, _____, and _____ (collectively "Tenant") and _____ ("Landlord") dated _____, for unit _____ at _____ Apartments, the undersigned _____ does hereby declare under penalty of perjury as follows (check all that apply):

- Part A: My income for 2020 will be less than \$99,000 (single filer) or \$198,000 (joint filer).
- I was not required to report any income or file an individual Form 1040 tax return in 2019.
- I received an Economic Impact Payment stimulus check pursuant to Section 2201 of the CARES Act.

Part B: I am unable to pay the full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, a lay-off, or extraordinary out-of-pocket medical expenses (more than 7.50% of adjusted gross income).

Part C: I have tendered to Landlord best effort partial payments that are as close to the full rent payment as possible.
 I have submitted to Landlord a payment plan which outlines how I expect to pay future rent and repay delinquent rent.

Part D: I have applied for governmental assistance / rental subsidy from the following entities:

Part E: I have no other housing options and, if evicted, would likely become homeless, be forced into a congregate or shared living setting, or other arrangement which would create close quarters and increase risk of transmission of COVID.

This affidavit is submitted in connection with the undersigned's request to delay or defer eviction action. The undersigned understands that delay in an eviction action does not eliminate, forgive, or otherwise alter Tenant's obligation to pay rent under the terms of the lease. Nothing in the Order precludes evictions based on a tenant, lessee, or resident: (1) engaging in criminal activity while on the premises; (2) threatening the health or safety of other residents; (3) damaging or posing an immediate and significant risk of damage to property; (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).

THIS AFFIDAVIT IS EXECUTED UNDER THE PENALTY OF PERJURY. BY SIGNING BELOW, TENANT IS DECLARING THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND ACCURATE AND THAT NO INFORMATION CONTAINED HEREIN IS FALSE OR OTHERWISE MISLEADING. PURSUANT TO 18 U.S.C. §§ 3559 AND 3571, 42 U.S.C. § 271, AND 42 C.F.R. § 70.18 ANY TENANT SUBMITTING AN ATTESTATION THAT IS FALSE MAY BE SUBJECT TO A MONETARY FINE OF NOT MORE THAN \$100,000 AND/OR ONE YEAR IN JAIL.

Dated this _____ day of _____, 2020.

Signature Printed Name

Signature Printed Name

Signature Printed Name

FOR MANAGEMENT'S USE ONLY

Date Attestation Received	
Name of Person Delivering Attestation	
Name of Landlord's Agent Accepting Attestation	