

**IN THE SUPREME COURT OF PENNSYLVANIA
MIDDLE DISTRICT**

IN RE: 31st JUDICIAL DISTRICT – : No. 48 MM 2020
DECLARATION OF JUDICIAL EMERGENCY :

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IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA

IN RE: JUDICIAL EMERGENCY ORDER : NO. 2020-J-0094

ORDER

AND NOW, this 11th day of September, 2020, the Court having declared a judicial emergency in the 31st Judicial District of Pennsylvania through November 30, 2020, by declarations filed on March 17, April 3, April 21, May 29, June 17, and August 31, 2020;

AND it being the intention to protect the health and safety of the public and court employees and maintain as high a level of operations and service as possible without compromising legal rights; and in accordance with the Supreme Court's Order of May 27, 2020, in In Re General Statewide Judicial Emergency (Nos. 531 and 532 Judicial Administration Docket);

AND in accordance with the Order under Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 CFR 70.2 issued by the United States Department of Health and Human Services Centers for Disease Control and Prevention (CDC) on September 1, 2020;

IT IS ORDERED that:

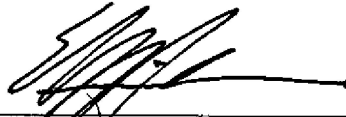
- 1.) Evictions for commercial property are not affected by this order and may proceed in the normal course.
- 2.) Effective September 4, 2020 and continuing through December 31, 2020, residential evictions shall proceed as follows:

- a.) A landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action (Landlord) shall not evict any covered person from a residential property (Tenant) in any State or U.S. territory in which there are documented cases of COVID-19 that provides a level of public-health protections below the requirements listed in the CDC Order. However,
 - (1) Tenants are not relieved of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract; and
 - (2) A Landlord may charge and/or collect fees, penalties and/or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.
- b.) In order to invoke the protection of the CDC Order, the Tenant must provide to their Landlord an executed copy of the form Declaration for the CDC's Temporary Halt in Evictions to Prevent Further Spread of COVID-19, a copy of which is attached hereto and available at <http://www.pacourts.us/forms/for-the-public>.
 - (1) Every adult listed on the lease, rental agreement, or housing contract shall complete and provide a Declaration to the Landlord.
 - (2) The Declaration automatically imposes a stay on the Landlord's ability to obtain an order of possession to evict the Tenant. However, the Landlord may file an action and proceed to a hearing in the normal course.
- c.) The protection afforded by the Declaration does not apply if the Tenant is:
 - (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).
- d.) If a Declaration is provided to the Landlord prior to initiation of a Landlord-Tenant case, the Landlord shall file a copy of the Declaration along with the Complaint, and the Landlord may object to the stay of the eviction at the time of the Pa.R.C.P.M.D.J. Rule 504 hearing by challenging the truth of the Declaration or the applicability of the Declaration to the action.
- e.) If the Declaration is not provided to the Landlord until after a Landlord-Tenant case has been filed, then either the Landlord or the

Tenant shall file a copy of the Declaration with the magisterial district judge as soon as possible. However, a Declaration may be filed at any stage in the proceedings prior to removal of the Tenant(s) from the property.

- (1) The Landlord may challenge the truth and/or applicability of a Declaration by requesting, in writing, a hearing.
 - i. If the Landlord requests a hearing on a Declaration, then the magisterial district judge shall:
 1. Set a hearing within 15 days, or as soon thereafter as the schedule permits, and
 2. Deliver a copy of the hearing notice to all parties.
 - ii. A Landlord challenging the truth and/or applicability must prove that that a Declaration is false or that the action involves one of the five categories to which the protection afforded by the Declaration does not apply. The averments contained in the Declaration are presumed to be true.
- f.) After a hearing held pursuant to Section (d) or Section (e), the magisterial district judge shall determine whether each Declaration is valid and whether the protection afforded by the Declaration applies to the action.
 - (1) If the magisterial district judge determines that a Declaration is valid and that the Declaration applies to prevent the Tenant from being evicted, then the case may proceed in the normal course, except that the eviction is stayed through December 31, 2020. The Landlord may request an order for possession within 120 days of the date the stay is stricken, dismissed, lifted or otherwise terminated, as provided by Pa.R.C.P.M.D.J. Rule 515(B).
 - (2) If the magisterial district judge determines that a Declaration is not valid or that the Declaration is not applicable, then the eviction may proceed in the normal course.
- g.) If a Declaration has been deemed invalid, the Tenant may refile the Declaration, along with proof demonstrating a change in circumstances such that the criteria set forth in the Declaration have been satisfied.
- h.) Delayed filing of a Declaration or repeated filing of invalid/inapplicable Declarations may result in the assessment of additional costs on the Tenant.

BY THE COURT:



EDWARD D. REIBMAN, P.J.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF



**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;¹
- 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 extraordinary² 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.³
- 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.

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

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

³ "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 December 31, 2020, 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 December 31, 2020. 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.