

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
SECOND JUDICIAL DISTRICT

In the Matter of:)
Temporary Eviction Protocol)
for the Second Judicial District)
During the COVID-19 Pandemic)
_____)

Presiding Judge Administrative Order
No. 21-01 (Updated 3/30/21)


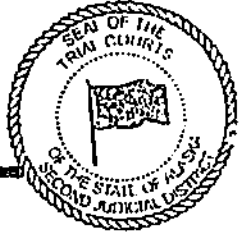
**UPDATED¹ TEMPORARY ORDER REGARDING EVICTION
PROTOCOL DURING THE COVID-19 PANDEMIC**

This Court adopts for the Second Judicial District the substance of Third Judicial District Presiding Judge William Morse’s attached PJ Order #866 (In the Matter of: District Court Eviction Protocol). **The effective date for the temporary halt in residential evictions is extended from March 31, 2021 to June 30, 2021.**²

Additionally, the Court attaches documents that must be filled out by the Landlord (CIV-730 and CIV-731) and by the Tenant (CIV-735 and CDC Declaration).

IT IS SO ORDERED.

Dated at Kotzebue, Alaska, this 30th day of March, 2021.



PAUL A. ROETMAN
Presiding Judge
Second Judicial District

Attachments:

- PJAO #366 (Third Judicial District ITMO Eviction Protocol)
- CIV-730 (Landlord Complaint for Forcible Entry and Detainer)
- CIV-731 (Landlord Affidavit of Compliance with CDC Eviction Moratorium)
- CIV-735 (Tenant Answer to Forcible Entry and Detainer Complaint)
- CDC Declaration (Tenant)

¹ Updated language in bold.

² The CDC has extended the temporary halt in residential evictions from March 31, to June 30, 2021. The CDC Order was issued March 28, 2021 and is effective April 1, 2021.

IN THE DISTRICT COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT

In the Matter of:)
)
District Court Eviction Protocol) PJ ORDER # 866
)
)
_____)

Effective October 15, 2020 to December 31, 2020

The Center for Disease Control and Prevention (CDC) has filed an Order entitled: The Temporary Halt of Evictions to Prevent the Further Spread of COVID 19.¹ Unless extended, modified, or rescinded, this order will be in effect through December 31, 2020.

The Order provides, in part, that a Landlord or property owner, with a legal right to pursue eviction, “shall not evict a person or pursue an eviction or possessory action from a residential property”. The Order is limited to actions for non-payment of rent and sets forth the definition and requirements for said protection. In order to gain the protections of the Order, the Tenant must provide the Landlord with a truthful Declaration, as described in the Order.² Once the Tenant gives the Landlord a Declaration, the Order’s protection is triggered. The Landlord is immediately prohibited from pursuing any eviction action.

The Tenant’s obligation to pay rent is continuing and not affected by the Federal Order.

¹ See the CDC Order at <http://www.federalregister.gov/documents/2020/09/04/2020-19654/temporary-halt-in-residential-evictions-to-prevent-the-furtjer-spread-of-covid-19>.

² The CDC has provided a Declaration form at <https://www.cdc.gov/coronavirus/2019-ncov/downloads/declaration-form.pdf>

Pending Evictions –

All pending Forcible Entry and Detainer (Eviction) cases will continue to be scheduled and heard until such time that the Tenant provides a Declaration to the Landlord or its agent. Once the Tenant provides a Declaration to the Landlord all further action in the case will immediately cease. If a matter is scheduled for a hearing and the Landlord receives a Declaration prior to the hearing, then the Landlord shall immediately advise the Court that a Declaration has been received and must submit a copy of the Declaration to the Court. When the Court receives the Declaration the case will be removed from the calendar. The case will be stayed until the expiration of the Order (or the moratorium if the Order is extended). The case will **not** be dismissed.

If the Tenant files an Answer to the Landlord's Complaint that includes language that constitutes a Declaration, then the Court will consider that to be sufficient to trigger the protection of the Order.³ No additional Declaration form is necessary.

New Eviction Filings –

The Order does not prohibit new filings for non-payment of rent, unless the Tenant has already provided a Declaration to the Landlord. If no Declaration has been received, the Landlord may file a new case for eviction. However the Landlord must complete the Affidavit of Compliance with Eviction Requirements during COVID-19 Pandemic.⁴

³ The Answer to Forcible Entry and Detainer (Eviction) Complaint, Form CIV-735 contains adequate language in the Defense section 3.a; *see* <https://public.courts.alaska.gov/web/forms/docs/civ-735.pdf>

⁴ *See* Form CIV-731 at <https://public.courts.alaska.gov/web/forms/docs/civ-731.pdf>

Eviction Hearings –

If a Landlord or its agent or attorney appears at an eviction hearing, then the judge shall ask the Landlord, agent, or attorney if the Landlord has received a Declaration from the Tenant. If the Landlord has received a Declaration, then the hearing shall be cancelled.

If a Tenant appears at an eviction hearing, the judge shall ask the Tenant if he or she is aware of the possibility of filing a Declaration. The judge shall provide the Tenant with information about the requirements for filing a Declaration.⁵ If the Tenant seeks to file a Declaration, then the judge shall provide the Tenant a brief opportunity to file a Declaration and serve it upon the Landlord.

Be advised that a Declaration may be provided at any time during the eviction process. Both parties are subject to potential significant penalties, civil and criminal, for wrongful acts and/or false declarations, and therefore all parties should read the CDC Order.

The District Court will not award attorney's fees or late fees until further notice.

⁵ That information can be found at <http://www.courts.alaska.gov/covid19/evictions-faq.htm>

DONE this 14th day of October 2020, at Anchorage, Alaska

/s/

William F. Morse
Presiding Judge
Third Judicial District

Distribution

Chief Justice Joel Bolger
Administrative Director Stacey Marz
Area Court Administrator Carol McAllen
3rd District Judges
3rd District Magistrates
Court Rules Attorney
3rd District Clerks of Court
Supervisor Civil Department

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA
AT _____

_____))
_____))
DOB _____))
Plaintiff(s),)
vs. _____))
DOB _____))
_____))
DOB _____))
_____))
Defendant(s).)

CASE NO. _____ CI

**COMPLAINT FOR FORCIBLE ENTRY
AND DETAINER
(Seeking Eviction:
May Include Rent and/or Damages)**

1. Plaintiffs seek possession of the following real property, hereinafter referred to as "the premises:"

Description: _____
(house, apartment, trailer, trailer space, etc.)

Location: _____
(street address, apartment number, trailer space number, city and state)

2. Plaintiffs are individuals and own the premises.
 Plaintiff is a partnership that owns the premises.
 Plaintiff is a manager or management company legally authorized in writing by the owner of the premises to manage the premises and bring this action, and is represented by an attorney.
 Plaintiff is a corporation, owns the premises, has paid its taxes due the state and filed its required reports, and is represented by an attorney.
 Plaintiff is the representative of a non-profit public housing corporation that owns the premises, proceeding without an attorney pursuant to AS 09.45.158.
 Plaintiff(s) is/are individual(s) who leased the premises to defendant(s).

3. Defendants took possession of the premises pursuant to:

A rental agreement, lease or other written agreement dated _____

A verbal agreement made on: (date) _____

Other: _____

4. Defendants failed to pay rent when due, or failed to comply with requirements of the rental agreement or requirements of law, and a Notice describing the problem has been served on defendants. A copy of the Notice is attached to this complaint.

5. Defendants failed to pay the past due rent specified in the Notice or cure the condition specified in the Notice within the time provided by the Notice.

6. Defendants remain in possession of the premises.

7. Defendants owe plaintiffs for:

Past due rent of \$ _____ and further rent to the date the defendant vacates the premises.

Other damages, in an amount to be proved in court, not to exceed (check only one of the following boxes):

\$1,000 (one thousand dollars)

\$5,000 (five thousand dollars)

\$_____ (specify other amount)

Type or nature of other damages:

PLAINTIFFS SEEK RELIEF AS FOLLOWS (check all that apply):

A. Judgment for Possession, restoring the property to plaintiffs.

B. Issuance of a Writ of Assistance.

C. Judgment for rent due.

D. Judgment for other damages set forth above.

E. Judgment for plaintiffs' costs and attorney fees in this action.

I am attaching a copy of the Notice to Quit. _____
Initials

NOTICE: If (i) this case has been pending for more than 180 days from the date the complaint was filed, and (ii) no further trial or hearing is scheduled to take place in the case, and (iii) no application for default judgment has been filed, then the court may dismiss this case for want of prosecution without further notice or order. If this happens, a party has the right to reopen this case no later than one year after dismissal by making a request to the court clerk in writing.

Print Name

Signature

Date

Mailing Address

City

State

ZIP

Phone

Email*

* I authorize the court to email me court documents in this case to the email address above.

Attach a copy of the Notice to Quit

IN THE DISTRICT / SUPERIOR COURT FOR THE STATE OF ALASKA
AT _____

vs. Plaintiff(s),
Defendant(s).)
)
)
)
)
)
)
)
)
)
)
CASE NO. _____

AFFIDAVIT OF COMPLIANCE WITH CDC EVICTION MORATORIUM DURING COVID-19 PANDEMIC

I, (name) _____, state upon oath or affirmation that the following facts are true to the best of my knowledge:

- 1. I am the Plaintiff. an authorized agent of the Plaintiff.
- 2. I am bringing an eviction case on the following property, which I own:

- 3. I want to evict the Defendant for:
 not paying rent. [Go to question 4]
 a reason other than not paying rent, which is:

- 4. Did the Defendant provide you with a signed declaration that they are covered by the CDC's Order temporarily halting evictions?
 Yes. [You may not evict the tenant for failure to pay rent until after the CDC Order expires on March 31, 2021.]
 No.

5. Other Information:

Signature

Mailing Address City State ZIP

Subscribed and sworn to or affirmed before me at _____, Alaska
on _____.

(SEAL)

Clerk of Court, Notary Public or other person authorized to
administer oaths.
My commission expires: _____

(5) I understand that I must still pay rent and comply with other obligations I have under my tenancy, lease agreement, or contract, and understand that fees, penalties, or interest may still be collected or charged during this time.

(6) I understand that at the end of this temporary halt on evictions on March 31, 2021, my landlord 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 at a later time.

b. The eviction notice ("Notice to Quit") was improper because:

c. Plaintiff refused to accept the payment I offered or refused to allow me to fix the problem.

d. The amount of rent claimed is incorrect because:

(1) Rent is not owed in the amount claimed because plaintiff has failed to provide essential services or meet other obligations under the Landlord Tenant Act.

(2) The following amounts were not credited to my account:

e. No damage was done to the rental property beyond ordinary wear and tear.

f. The rental property was fully cleaned prior to departure.

4. Counterclaims. The plaintiff owes me \$ _____ an amount to be determined at trial, for the following reasons:

a. Plaintiff entered my home without notice or my permission _____ times, and I am entitled to statutory damages under AS 34.03.300(b) of at least one month's rent for each unlawful entry.

b. Plaintiff's failure to maintain a habitable dwelling reduced the value of the rental property. Plaintiff failed to make the following repairs or supply the following services: _____

Rent should be reduced to \$ _____ per month.

c. Plaintiff has refused to return or account for the security deposit of \$ _____ and I am entitled to the deposit and statutory damages under AS 34.03.070.

d. Other _____

5. Request for Relief. I seek the following relief:

- a. The court deny plaintiff's claims.
- b. Actual and statutory damages in an amount to be proven at trial.
- c. My costs and attorney fees.
- d. Other relief as may be just and appropriate

_____ Date

_____ Signature of Defendant

Certificate of Service		
A copy of this answer was sent to plaintiff at:		
_____ Mailing Address		
City	State	ZIP
on _____		
	Date	
by _____		
	Signature of Defendant	

_____ Printed Name

_____ Mailing Address

_____ City State ZIP

_____ Daytime Contact or Message Phone



Eviction Protection Declaration

The Centers for Disease Control and Prevention (CDC) has issued an order that may protect you from being evicted or removed from where you are living. **This means that you may be able to stay at the place where you live through JUNE 30, 2021, if you qualify.**

How to use this form

1. See if you qualify for eviction protection under the CDC order. If you'd like help from an expert, contact (800) 569-4287 or go to <https://www.hudexchange.info/programs/housing-counseling/rental-eviction/> to get contact information for a local HUD-approved housing counselor.
2. Sign the declaration that you qualify, on the next page.
3. Give the signed declaration page to the individual or company you rent from (for example, building management, landlord, etc.). Keep a picture or copy for your records and call your expert back if there's a problem.

1. Do I qualify?

If you can check at least one box in each column, you qualify.

Column A

I received a stimulus check (Economic Impact Payment) in 2020 or 2021

I was not required to report any income to the IRS in 2020

In 2020 or 2021, I earned (or expect to earn) **less than** \$99,000 as an individual or **less than** \$198,000 as a joint filer

You are likely to have earned under **this amount if you receive** any of the following benefits:

- Supplemental Nutrition Assistance Program (SNAP)
- Temporary Assistance for Needy Families (TANF)
- Supplemental Security Income (SSI)
- Supplemental Security Disability Income (SSDI)

None of the above — You do not qualify.

AND

Column B

I cannot pay my full rent or make a full housing payment because:

My household income has gone down substantially

I have been laid off from work

My work hours or wages have been cut

I have extraordinary out-of-pocket medical expenses¹

None of the above — You do not qualify.

You checked at least one item in each column? Your income level qualifies.

[Check the first box on the next page]

2. My Declaration that I qualify

By checking the boxes below, I declare that each statement is true.

My income level qualifies for the reasons explained above

I have done my best to make timely partial payments that are as close as possible to the full payment and to get government assistance in making my rent or housing payments.²

If I were evicted, I have no other available housing options, so I would:

- Probably become homeless, **or**
- Have to move to a homeless shelter, **or**
- Have to move in with others who live in close quarters.

I understand that after I sign:

- Unless I come to an agreement with my landlord, I am still responsible for rent, back rent, and any fees, penalties or interest under my lease.
- I must still follow the conditions of my lease.
- Unless I come to an agreement with my landlord, if I fail to make my required payments, I could be evicted when this temporary halt of evictions ends.
- I can still be evicted for reasons other than not paying rent or not making a housing payment.

Troubleshooting tools for tenants

Find emergency rental financial assistance

Call (800) 569-4287 to find a listing for local HUD-approved housing counselors

Report problems with debt collection

Submit a complaint to CFPB cfpb.gov/complaint

Report discrimination

Submit a complaint.
Call HUD at (800) 669-9777

I sign this declaration³ under penalty of perjury. That means I promise that the statements above are the truth and that I understand that I can be criminally punished for lying.

You sign here:

X _____

Date: _____

3. Give this signed page to the individual or company you rent from.

ATTN LANDLORDS: Thank you for your compliance. If you violate the CDC's eviction Order, you and/or your business may be subject to criminal penalties, including fines and a term of imprisonment.

²Calling a local expert is the best way to figure out all the help that is available to you. Find a listing for a local HUD-approved housing counselor by calling (800) 569-4287.

³If you have already signed an eviction moratorium declaration, you do not need to submit another one.