

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA

AT _____

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

**AFFIDAVIT OF COMPLIANCE WITH 30-DAY NOTICE REQUIREMENT
FOR CERTAIN COVERED PROPERTIES (SEC. 4024 OF FEDERAL CARES ACT)**

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. The plaintiff is bringing an eviction case on the following property, which the plaintiff owns:

3. The plaintiff wants to evict the defendant(s) for:
 not paying rent. *[Go to question 4]*
 a reason other than not paying rent, which is:

[Go to question 9 – add any additional information you want the judge to know.]

4. Does the property listed in question number 2 have five or more units in which people could live (a "multifamily property")?
 Yes. *[Go to question 5]*
 No. *[Go to question 6]*
5. Does the plaintiff currently have a mortgage forbearance because of financial problems related to COVID-19 on a federally-backed mortgage, including loans owned by Fannie Mae or Freddie Mac?
 Yes. *[Go to question 9. A plaintiff with a COVID-related mortgage forbearance on a federally-backed mortgage for a multifamily property may not evict a tenant for non-payment of rent until (1) the forbearance ends, and (2) the tenant receives 30 days' notice to leave the property. The landlord may not charge late fees or penalties for back rent or require past due rent to be paid in a lump sum during the forbearance.]*
 No. *[Go to question 6]*

6. Does the plaintiff have a "federally backed mortgage loan" or a "federally backed multifamily mortgage loan" on this property?

Yes, the plaintiff has a loan that is:

made, insured, guaranteed, supplemented, or assisted by any officer or agency of the federal government (including HUD, FHA, USDA, or the VA).

purchased or secured by Freddie Mac or Fannie Mae.

[A plaintiff with one of these loans may not start an eviction case for failure to pay rent without first giving the tenant 30 days' notice to leave the property. Include the date of your notice in your answer to question 8.]

No. [Go to question 7]

7. Is the property listed in question number 2 "covered" housing under one of the following programs?

- Public housing
- Section 8 Housing Choice Voucher program
- Section 8 project-based housing
- Section 202 housing for the elderly
- Section 811 housing for people with disabilities
- Section 236 multifamily rental housing;
- Section 221(d)(3) Below Market Interest Rate (BMIR) housing
- HOME

- Housing Opportunities for Persons with AIDS (HOPWA)
- McKinney-Vento Act homelessness programs
- Section 515 Rural Rental Housing
- Sections 514 and 516 Farm Labor Housing
- Section 533 Housing Preservation Grants
- Section 538 multifamily rental housing
- Low-Income Housing Tax Credit (LIHTC) housing
- Rural housing voucher program under section 542 of the Housing Act of 1949

Yes, this property is covered housing. *[If the property is "covered" housing, the plaintiff may not start an eviction case for failure to pay rent without first giving the tenant 30 days' notice to leave the property. Include the date of your notice in your answer to question 8.]*

No. [Go to question 9]

8. If the answer to question 6 or 7 is "yes," the tenant must get 30 days' notice to leave the property before the plaintiff can file a Forcible Entry and Detainer (eviction) case. Date the tenant was served with a notice to quit: _____

9. Other Information:

Signature

Print or Type Name (and Title, if applicable)

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

(SEAL)

Court clerk, notary public, or other person authorized to administer oaths. My commission expires _____