

Bart Greenway  
JUSTICE OF THE PEACE  
ERATH COUNTY, PRECINCT 2

# EVICTIONS

(a) **EVICTION:** An eviction case is a lawsuit brought to recover possession of real property under Chapter 24 of the Texas Property Code, often by a landlord against a tenant. A claim for rent may be joined with an eviction case if the amount of rent due and unpaid is not more than \$20,000, including costs and attorney fees, if any. Eviction cases are governed by Rules 500-507 and 510 of Part V of the Rules of Civil Procedure. To the extent of any conflict between Rule 510 and the rest of Part V, Rule 510 applies.

## IMPORTANT NOTICE:

**APPROPRIATE COURTROOM ATTIRE IS REQUIRED.** All persons entering the courtroom should be dressed in clothing reasonably befitting the dignity and solemnity of the court proceedings. Cell phones and other electronics must be turned off when in the courtroom. Food and drink is not allowed in the courtroom.

Erath County Dublin Annex, 219 South Grafton, Dublin, TX 76446  
(254) 445-2766 – civil clerk (254) 445-4155 – fax  
<http://co.erath.tx.us/jpcourtdublin.html>

Bart Greenway

**JUSTICE OF THE PEACE, PRECINCT 2**



**PLEASE READ CAREFULLY BEFORE FILING THE PETITION**

**FOR INFORMATION ON THE RULES OF PRACTICE IN JUSTICE COURTS, PLEASE CONSULT PART V OF THE TEXAS RULES OF CIVIL PROCEDURE, WHICH IS AVAILABLE ONLINE AND AT EACH COURT.**

*THE FOLLOWING INFORMATION IS FURNISHED TO YOU AS A COURTESY OF THE JUSTICE OF THE PEACE OFFICE FOR FILING EVICTION SUITS. THE COURT CANNOT ADVISE YOU WHAT YOU SHOULD DO AND ARE BARRED BY LAW FROM GIVING YOU LEGAL ADVICE. THE COURT CAN ONLY ANSWER PROCEDURAL QUESTIONS.*

Eviction suits must be filed in the Justice Precinct where the property is located. If you are unsure, please contact the Erath County Tax Office at 254-965-8630. This is a suit for you to regain possession of your property or to combine a suit for rent with this suit. Please print clearly.

- The plaintiff is the owner of the property; if you are acting as agent, the owner is the plaintiff (not you) and you should sign the petition as the agent for the landlord (plaintiff). Agents must provide a signed notarized statement from the landlord designating you as agent.
- You must name all persons that signed the lease as defendants. All others living at the property can be considered "all other occupants" (ex: "John Doe and all other occupants). If you name more than one person, you will be required to pay a service fee for each person named.
- State tenant's full address, including apartment number (if applicable) and city.
- In order to properly file this suit, you must have given the defendant(s) a written demand to vacate the premises at least 3 days prior to filing your suit.
- The three day notice period can be a shorter/longer notice period if a written agreement.
- In order to sue for attorney fees, you must have given the tenant a 10-day written notice which stated that if they did not vacate by the 11<sup>th</sup> day after the date of receipt of the notice, you would be entitled to attorney fees (if employment of counsel is necessary and verified).
- You must also complete the JUSTICE COURT CIVIL CASE INFORMATION SHEET and the MILITARY AFFIDAVIT.
- If you are suing for past due rent and/or attorney's fees the total amount of both added together cannot exceed \$20,000.

The cost for you to have your case filed and the citation served is \$121.00 if only one defendant. This is a "court cost" that can be included in the judgment if you win your case. If filing in person the day and time of hearing will be written on your receipt. If filing by mail, you will receive notice of hearing by mail, phone call, or e-mail if provided.

Evictions may be dismissed only in open court or by written motion. If the tenant vacates the property and you do not want to come for the hearing and obtain your written judgment, you must submit a written motion for dismissal so the case can be cleared from the court's docket.

# JUSTICE COURT CIVIL CASE INFORMATION SHEET (4/13)

CAUSE NUMBER (FOR CLERK USE ONLY): \_\_\_\_\_

STYLED \_\_\_\_\_

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

<p><b>1. Contact information for person completing case information sheet:</b></p> <p>Name: _____ Telephone: _____</p> <p>Address: _____ Fax: _____</p> <p>City/State/Zip: _____ State Bar No: _____</p> <p>Email: _____</p> <p>Signature: _____</p>	<p><b>2. Names of parties in case:</b></p> <p>Plaintiff(s): _____</p> <p>Defendant(s): _____</p> <p>[Attach additional page as necessary to list all parties]</p>
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**3. Indicate case type, or identify the most important issue in the case (select only 1):**

<p><input type="checkbox"/> <b>Debt Claim:</b> A debt claim case is a lawsuit brought to recover a debt by an assignee of a claim, a debt collector or collection agency, a financial institution, or a person or entity primarily engaged in the business of lending money at interest. The claim can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> <b>Eviction:</b> An eviction case is a lawsuit brought to recover possession of real property, often by a landlord against a tenant. A claim for rent may be joined with an eviction case if the amount of rent due and unpaid is not more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>
<p><input type="checkbox"/> <b>Repair and Remedy:</b> A repair and remedy case is a lawsuit filed by a residential tenant under Chapter 92, Subchapter B of the Texas Property Code to enforce the landlord's duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant. The relief sought can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> <b>Small Claims:</b> A small claims case is a lawsuit brought for the recovery of money damages, civil penalties, personal property, or other relief allowed by law. The claim can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>

A civil case information sheet must be completed and submitted when an original petition is filed to initiate a new suit. The information should be the best available at the time of filing. This sheet, required by Rule of Civil Procedure 502, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

CAUSE NO. \_\_\_\_\_ Hearing Date: \_\_\_\_\_  
Time: \_\_\_\_\_

\_\_\_\_\_  
**PLAINTIFF**

VS.

\_\_\_\_\_  
**DEFENDANT**

§ IN THE JUSTICE COURT  
§  
§  
§ PRECINCT NO. 2, PLACE 1  
§  
§  
§ ERATH COUNTY, TEXAS  
§

**PETITION: EVICTION CASE**

**COMPLAINT:** Plaintiff hereby sues the following Defendant(s) \_\_\_\_\_  
\_\_\_\_\_ for eviction of Plaintiff's premises  
(including storerooms and parking areas) located in the above precinct. The address of the property is:

Street Address      Unit No. (if any)      City      State      Zip

**GROUNDS FOR EVICTION:** Plaintiff alleges the following grounds for eviction:

- Unpaid rent.** Defendant(s) failed to pay rent for the following time period(s):  
\_\_\_\_\_. The amount of rent claimed as of the date of filing is: \$ \_\_\_\_\_. Plaintiff reserves the right to orally amend the amount at trial to include rent due from the date of filing through the date of trial.
- Other lease violations.** Defendant(s) breached the terms of the lease (other than by failing to pay rent) as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Holdover.** Defendant(s) are unlawfully holding over by failing to vacate at the end of the rental term or renewal of extension period, which was the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NOTICE TO VACATE:** Plaintiff has given Defendant(s) a written notice to vacate (according to Chapter 24.005 of the Texas Property Code) and demand for possession. Such notice was delivered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by this method: \_\_\_\_\_

**SUIT FOR RENT:** Plaintiff  does or  does not include a suit for unpaid rent.

- DECLARATION:** Plaintiff certifies that they have not received a Declaration that the tenant is a covered person, under Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 CFR 70.2. (or that the grounds are for something other than nonpayment). Plaintiff also understands proceeding with a nonpayment eviction of a "covered person" despite receiving a Declaration can be fined up to \$100,000 under federal law.
- TEXAS EVICTION DIVERSION PROGRAM (TEDP):** I have received and reviewed the information regarding the Texas Eviction Diversion Program (TEDP) established by the Twenty-Seventh Emergency Order regarding the COVID-19 State of Disaster.

**ATTORNEY'S FEES:** Plaintiff  will be or  will not be seeking applicable attorney's fees. The attorney's name, address, phone and fax numbers are: \_\_\_\_\_

**IMMEDIATE POSSESSION BOND:** If Plaintiff has filed a bond for immediate possession, Plaintiff requests that: (1) the Court set the amount of the bond; (2) the Court approve the bond; and (3) proper notices, as required by the Texas Rules of Civil Procedure, are given to Defendant(s).

**SERVICE OF CITATION:** Service is requested on Defendant(s) by: personal service at home or work, or by delivery to a person over the age of 16 years at Defendant's usual place of residence. If required, Plaintiff requests alternative service as allowed by the Texas Rules of Civil Procedure. Other home or work addresses where Defendant(s) may be served are:

Plaintiff knows of no other home or work addresses of Defendant(s) in this county.

**RELIEF:** Plaintiff requests that Defendant(s) is served with the citation and that Plaintiff is awarded a judgment against Defendant(s) for: possession of the premises, including removal of Defendant(s) and Defendant's possessions from the premises, unpaid rent, if set forth above, attorney's fees, court costs, and interest on the above sums at the rate stated in the lease, or if not so stated, at the statutory rate for judgments.

I hereby request a jury trial. The fee is \$22 and must be paid at least 3 days before trial.

I hereby consent for the answer and any other motions or pleadings to be sent to my email address as follows: \_\_\_\_\_.

_____	_____
Plaintiffs Printed Name	Signature of Plaintiff or Agent or Attorney
<b>Defendant's Information</b> (if known):	Address of Plaintiff or Agent or Attorney Date of
birth: _____	_____
Last three digits of Driver License: _____	_____
Last three digits of Soc. Sec. No.: _____	City State Zip
Phone No.: _____	_____
	Phone & Fax No. of Plaintiff /Agent or Attorney

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

CLERK OF THE JUSTICE COURT OR NOTARY

**Instructions:** The Servicemembers Civil Relief Act applies to a civil proceeding in the Justice Courts. Before entering a default judgment against an individual defendant, the plaintiff must file with the court an affidavit stating whether or not the defendant is in the military service, showing necessary facts to support the affidavit, or stating that the plaintiff is unable to determine whether or not the defendant is in military service, if that is the case. The requirement for an affidavit may be satisfied by a written, signed document declared to be true under penalty of perjury. If it appears that the defendant is in military service, the court may not enter a judgment until after the court appoints an attorney to represent the defendant. If the court is unable to determine if the defendant is in military service, the court may require plaintiff to file a bond in an amount approved by the court.

A person who makes or uses an affidavit under this Act knowing it to be false, may be fined or imprisoned or both. 50 U.S.C. App. 501 et seq.

To obtain certificates of service or non-service under the Servicemembers' Civil Relief Act, you may access the public website: <https://www.dmdc.osd.mil/appj/scra/scraHome.do>. This website will provide the current active military status of an individual.

### Military Status Affidavit

Case No. \_\_\_\_\_ § In the Justice Court of  
§  
Plaintiff: \_\_\_\_\_ §  
vs. \_\_\_\_\_ § Erath County, Texas  
§  
Defendant: \_\_\_\_\_ § Precinct 2, Place 1

BEFORE ME, on this day personally appeared, \_\_\_\_\_,  
who, under penalty of perjury, stated that the following facts are true:

I am the  Plaintiff  attorney of record for the Plaintiff in this proceeding.

\_\_\_\_\_, Defendant, is **not** in military service.

\_\_\_\_\_, Defendant, is in military service.

I know this because \_\_\_\_\_

I am unable to determine whether or not the Defendant is in military service.

Signed on \_\_\_\_\_

*Signature*

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

THE STATE OF TEXAS §  
COUNTY OF ERATH §

SWORN TO AND SUBSCRIBED BEFORE ME on \_\_\_\_\_

Clerk of the Court

or

Notary Public, State of Texas

CAUSE NO. \_\_\_\_\_

\_\_\_\_\_  
PLAINTIFF

§  
§  
§  
§  
§  
§

v.

PRECINCT NO. \_\_\_\_\_

\_\_\_\_\_  
DEFENDANT

\_\_\_\_\_ COUNTY, TEXAS

**VERIFICATION OF COMPLIANCE WITH SECTIONS 4023 AND 4024 OF THE CARES ACT AND THE CDC ISSUED FEDERAL EVICTION MORATORIUM ORDER**

My name is: \_\_\_\_\_  
*First Middle Last*

I am (check one)  **the Plaintiff** or  **an authorized agent of the Plaintiff** in the eviction case described at the top of this page. I am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.

**1. Verification:**

a. Plaintiff is seeking to recover possession of the following property:

\_\_\_\_\_  
*Name of Apartment Complex (if any)*

\_\_\_\_\_  
*Street Address & Unit No. (if any) City County State ZIP*

b. I verify that this property (select the one that applies):  is  is not a "covered dwelling" as defined by Section 4024(a)(1) of the CARES Act. The facts on which I base my conclusion are as follows:

*(Please identify whether the property has a federally backed mortgage loan or federally backed multifamily mortgage loan, and if not, which database or information you have used to determine that fact. If the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan, please state whether or not: (1) the property is a Low Income Housing Tax Credit (LIHTC) property, (2) the property is federally subsidized under any HUD program, or (3) the property leases to persons with Section 8 vouchers.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. I verify that I have reviewed the information about the Texas Eviction Diversion Program, found at [www.txcourts.gov/eviction-diversion](http://www.txcourts.gov/eviction-diversion).
- d. I verify that plaintiff (select the one that applies):  is  is not a "multifamily borrower" currently under forbearance under Section 4023 of the CARES Act.
- e. I verify that plaintiff (select the one that applies):  
 has provided the defendant with 30 days' notice to vacate as required under Section 4024(c) and 4023(e) of the CARES Act.  
 has not provided the 30 days' notice, because the property is not a "covered dwelling."
- f. I certify that the plaintiff:  has  has not received a CDC Sworn Declaration from the tenant stating that they are a "covered person" under the CDC issued Federal Eviction Moratorium Order. *Any landlord proceeding with a nonpayment eviction of a "covered person" despite receiving a Declaration can be fined up to \$100,000 under federal law, with enhanced penalties, including jail, if a death occurs.*

**2. Declaration or Notary:** Complete only one of the two following sections:

- a. **Declaration:** I declare under penalty of perjury that everything in this verification is true and correct. My name is : \_\_\_\_\_

*First*
*Middle*
*Last*

My birthdate is: \_\_\_\_/\_\_\_\_/\_\_\_\_  
*Month*
*Day*
*Year*

My address is:

\_\_\_\_\_  
*Street Address & Unit No. (if any)*
*City*
*County*
*State*
*ZIP*

Signed on \_\_\_\_/\_\_\_\_/\_\_\_\_ in \_\_\_\_\_ County, Texas.  
*Month*
*Day*
*Year*

\_\_\_\_\_  
**Your Signature**

**OR**

- b. **Notary:** I declare under penalty of perjury that everything in this verification is true and correct

\_\_\_\_\_  
 Your Printed Name

\_\_\_\_\_  
**Your Signature** *(sign only before a notary)*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 CLERK OF THE COURT OR NOTARY



CARES Act  
Public Law 116-136

**SEC. 4023. FORBEARANCE OF RESIDENTIAL MORTGAGE LOAN PAYMENTS FOR MULTIFAMILY PROPERTIES WITH FEDERALLY BACKED LOANS.**

(a) **IN GENERAL.**—During the covered period, a multifamily borrower with a Federally backed multifamily mortgage loan experiencing a financial hardship due, directly or indirectly, to the COVID-19 emergency may request a forbearance under the terms set forth in this section.

(b) **REQUEST FOR RELIEF.**—A multifamily borrower with a Federally backed multifamily mortgage loan that was current on its payments as of February 1, 2020, may submit an oral or written request for forbearance under subsection (a) to the borrower's servicer affirming that the multifamily borrower is experiencing a financial hardship during the COVID-19 emergency.

(c) **FORBEARANCE PERIOD.**—

(1) **IN GENERAL.**—Upon receipt of an oral or written request for forbearance from a multifamily borrower, a servicer shall—

(A) document the financial hardship;

(B) provide the forbearance for up to 30 days; and

(C) extend the forbearance for up to 2 additional 30 day periods upon the request of the borrower provided that, the borrower's request for an extension is made during the covered period, and, at least 15 days prior to the end of the forbearance period described under subparagraph (B).

(2) **RIGHT TO DISCONTINUE.**—A multifamily borrower shall have the option to discontinue the forbearance at any time.

(d) **RENTER PROTECTIONS DURING FORBEARANCE PERIOD.**—A multifamily borrower that receives a forbearance under this section may not, for the duration of the forbearance—

(1) evict or initiate the eviction of a tenant from a dwelling unit located in or on the applicable property solely for nonpayment of rent or other fees or charges; or

(2) charge any late fees, penalties, or other charges to a tenant described in paragraph (1) for late payment of rent.

(e) **NOTICE.**—A multifamily borrower that receives a forbearance under this section—

(1) may not require a tenant to vacate a dwelling unit located in or on the applicable property before the date that is 30 days after the date on which the borrower provides the tenant with a notice to vacate; and

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the forbearance.

(f) **DEFINITIONS.**—In this section:

(1) **APPLICABLE PROPERTY.**—The term “applicable property”, with respect to a Federally backed multifamily mortgage loan, means the residential multifamily property against which the mortgage loan is secured by a lien.

(2) **FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.**—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—

(A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(3) **MULTIFAMILY BORROWER.**—the term “multifamily borrower” means a borrower of a residential mortgage loan that is secured by a lien against a property comprising 5 or more dwelling units.

(4) **COVID-19 EMERGENCY.**—The term “COVID-19 emergency” means the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act (50 U.S.C. 1601 et seq.).

(5) **COVERED PERIOD.**—The term “covered period” means the period beginning on the date of enactment of this Act and ending on the sooner of—

(A) the termination date of the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act (50 U.S.C. 1601 et seq.); or

(B) December 31, 2020.

**Sec. 4024 TEMPORARY MORATORIUM ON EVICTION FILINGS.**

(a) **DEFINITIONS.**—In this section:

- (1) COVERED DWELLING.— The term “covered dwelling” means a dwelling that—
- (A) is occupied by a tenant—
    - (i) pursuant to a residential lease; or
    - (ii) without a lease or with a lease terminable under State law; and
  - (B) is on or in a covered property.
- (2) COVERED PROPERTY.—The term “covered property” means any property that—
- (A) participates in—
    - (i) a covered housing program (as defined in section 41411(a) of the Violence Against Women Act of 1994 (34 U.S.C. 12491(a)));
    - or
    - (ii) the rural housing voucher program under section 542 of the Housing Act of 1949 (42 U.S.C. 1490r); or
  - (B) has a—
    - (i) Federally backed mortgage loan; or (ii) Federally backed multifamily mortgage loan.
- (3) DWELLING.—The term “dwelling”—
- (A) has the meaning given the term in section 802 of the Fair Housing Act (42 U.S.C. 3602); and (B) includes houses and dwellings described in section 803(b) of such Act (42 U.S.C. 3603(b)).
- (4) FEDERALLY BACKED MORTGAGE LOAN.—The term “Federally backed mortgage loan” includes any loan (other than temporary financing such as a construction loan) that —
- (A) is secured by a first or subordinate lien on residential real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from 1 to 4 families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and
  - (B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.
- (5) FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—
- (A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and
  - (B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.
- (b) MORATORIUM.—During the 120-day period beginning on the date of enactment of this Act, the lessor of a covered dwelling may not-
- (1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or
  - (2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.
- (c) NOTICE.—The lessor of a covered dwelling unit-
- (1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and
  - (2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).



## STATE OF TEXAS EVICTION DIVERSION PROGRAM



The Texas Eviction Diversion Program (TEDP) helps Texas tenants stay in their homes and provides landlords an alternative to eviction. The TEDP may provide up to six months of rental assistance for eligible tenants who are behind on their rent due to the COVID-19 pandemic and have been sued for eviction. Both the tenant and the landlord must agree to participate and meet the requirements in the chart below. This temporary program is a unique partnership between the Supreme Court of Texas, Texas Office of Court Administration, and the Texas Department of Housing and Community Affairs (TDHCA).

- Assistance can be used to pay the full contracted rent that is past due (up to five months), and the remainder may be used to pay for subsequent months of assistance (up to a total of six months).
- The TEDP uses a special court process that allows courts to put eviction lawsuits on hold and divert them to the TEDP. Under the TEDP, lump sum payments are provided to landlords for rental arrears in exchange for allowing tenants to remain in their homes and forgiving late fees. Diverted cases will be dismissed and made confidential from public disclosure.

LANDLORD / UNIT	TENANT / HOUSEHOLD
<b>Eligibility Requirements:</b> <ul style="list-style-type: none"> <li>☉ Assistance for rent no older than April 2020</li> <li>☉ Rent for the household assisted may not exceed the TDHCA maximum limits (limits available by zip code at <a href="http://www.tdhca.state.tx.us/TEDP.htm">http://www.tdhca.state.tx.us/TEDP.htm</a>)</li> <li>☉ Must have a bank account and accept direct deposit</li> <li>☉ Units that are already receiving project-based assistance or are public housing units are <b>INELIGIBLE</b></li> <li>☉ Units owned by a unit of government may be ineligible</li> </ul>	<b>Eligibility Requirements:</b> <ul style="list-style-type: none"> <li>☉ Household income at or below 200% of poverty or 80% of Area Median Income*</li> <li>☉ Household has been financially affected by the COVID-19 pandemic</li> <li>☉ Tenants are <b>INELIGIBLE</b> if they are receiving tenant-based voucher assistance, are in a unit receiving project-based assistance, or are in public housing</li> </ul>
<b>Documents Needed:</b> <ul style="list-style-type: none"> <li>☉ Copy of the executed lease with the tenant, or if no written lease, required certification proving tenancy</li> <li>☉ Documentation of Missed Payments (ledger, etc.)</li> <li>☉ IRS W-9</li> <li>☉ Landlord TEDP form completed</li> <li>☉ Landlord TEDP certification completed</li> </ul>	<b>Documents Needed:</b> <ul style="list-style-type: none"> <li>☉ Personal ID</li> <li>☉ If no written lease, evidence of unit tenancy</li> <li>☉ Income: evidence of eligibility under other qualified program** OR income evidence for past 30 days</li> <li>☉ Tenant TEDP form completed</li> <li>☉ Tenant TEDP certification completed</li> </ul>
<b>You Will Be Required to Certify that You:</b> <ul style="list-style-type: none"> <li>☉ Will waive late fees, penalties, and not pass court costs to the tenant</li> <li>☉ Have not received assistance from another program for the same months of rent for this client and will not apply in the future for the covered months</li> <li>☉ Will release the tenant from payment liability for this time period, waive all claims raised in the eviction case, and not evict the tenant for the period covered by TEDP</li> <li>☉ Will reimburse the TEDP within 10 business days if you receive rent payment for this same time period</li> <li>☉ If no written lease, will certify the lease term, rent amount, and be able to provide proof of tenancy</li> </ul>	<b>You Will Be Required to Certify that:</b> <ul style="list-style-type: none"> <li>☉ Your household has been economically impacted by the COVID-19 pandemic</li> <li>☉ You have not received rental assistance for the same months of rent and will not seek such assistance in the future for the covered months</li> <li>☉ You have not previously received rental assistance funded with CDBG CARES funds that, together with this assistance, will exceed 6 months in total</li> <li>☉ If no written lease, must certify lease term, rent amount, and ability to provide proof of tenancy</li> </ul>

### Who Can Help Me Access the Program?

COURT	PROGRAM
<b>Go to:</b> <a href="http://www.txcourts.gov/eviction-diversion/">www.txcourts.gov/eviction-diversion/</a> <b>Call:</b> 855-270-7655 (Texas Legal Service Ctr.)	<b>Go to:</b> <a href="http://www.tdhca.state.tx.us/TEDP.htm">http://www.tdhca.state.tx.us/TEDP.htm</a> <b>Call:</b> 800-525-0657 or 512-475-3800 (pick option 4)

\* TEDP is only available in select areas of the state initially. During that time eligibility is based on a household income below 200% of poverty:

Household Size	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
200% Poverty	\$25,520	\$34,480	\$43,440	\$52,400	\$61,360	\$70,320	\$79,280	\$88,240

For households with more than 8 persons, add \$8,960 for each additional person.

\*\* You are considered eligible, and need no other documentation, if you have evidence that you: 1) are currently receiving assistance under SNAP, SSI, LIHEAP, or Medicaid; OR 2) if you are living in a qualifying rent-restricted property and have evidence of an income certification from that property dated on or after March 31, 2020, and within 12 months of the application for assistance, and self-certify that your income remains below the limit. In some circumstances the TEDP administrator may allow self-certification of income, but the tenant must still be able to demonstrate evidence upon request.



## PROGRAMA DE DESVÍO DE DESALOJO DEL ESTADO DE TEXAS



El Programa de Desvío de Desalojo de Texas (TEDP) ayuda a los inquilinos de Texas a permanecer en sus hogares y les brinda a los propietarios una alternativa al desalojo. El TEDP puede proporcionar hasta seis meses de asistencia con el alquiler para los inquilinos elegibles que están atrasados en el pago de su alquiler debido a la pandemia de COVID-19 y han sido demandados para desalojo. Tanto el inquilino como el propietario deben estar de acuerdo en participar y deben cumplir con los requisitos de la tabla a continuación. Este programa temporal es una asociación única entre la Corte Suprema de Texas, la Oficina de Administración de Tribunales de Texas y el Departamento de Vivienda y Asuntos Comunitarios de Texas (TDHCA).

- La asistencia se puede utilizar para pagar la totalidad del alquiler contratado vencido (hasta cinco meses), y el resto se puede utilizar para pagar los meses siguientes de asistencia (hasta un total de seis meses).
- El TEDP utiliza un proceso judicial especial que permite a los tribunales suspender las demandas de desalojo y desviarlas al TEDP. Conforme al TEDP, se proporciona un pago único a los propietarios por los atrasos en el alquiler a cambio de permitir que los inquilinos permanezcan en sus hogares y perdonar los cargos por mora. Los casos desviados serán desestimados y se volverán confidenciales para evitar la divulgación pública.

PROPIETARIO / UNIDAD	INQUILINO / HOGAR
<b>Requisitos de elegibilidad:</b> <ul style="list-style-type: none"> <li>☛ Asistencia con el alquiler no anterior a abril de 2020.</li> <li>☛ Renta para el hogar asistido no puede exceder los límites máximos de TDHCA (límites disponibles por código postal en <a href="http://www.tdhca.state.tx.us/TEDP.htm">http://www.tdhca.state.tx.us/TEDP.htm</a>).</li> <li>☛ Debe tener una cuenta bancaria y aceptar depósito directo.</li> <li>☛ Las unidades que ya están recibiendo asistencia basada en proyectos o son unidades de vivienda pública NO SON ELEGIBLES.</li> <li>☛ Las unidades propiedad de una unidad del gobierno pueden no ser elegibles.</li> </ul>	<b>Requisitos de elegibilidad:</b> <ul style="list-style-type: none"> <li>☛ Ingresos del hogar por debajo del 200 % de la pobreza o el 80 % del ingreso medio del área*.</li> <li>☛ El hogar se ha visto afectado financieramente por la pandemia de COVID-19.</li> <li>☛ Los inquilinos NO SON ELEGIBLES si están recibiendo asistencia con vales basados en inquilinos, están en una unidad que recibe asistencia basada en proyectos o están en viviendas públicas.</li> </ul>
<b>Documentos necesarios:</b> <ul style="list-style-type: none"> <li>☛ Copia del contrato de alquiler ejecutado con el inquilino, o si no hay contrato de alquiler por escrito, certificación requerida que demuestre el alquiler.</li> <li>☛ Documentación de pagos perdidos (libro mayor, etc.).</li> <li>☛ W-9 del IRS.</li> <li>☛ Formulario TEDP para el propietario completado.</li> <li>☛ Certificación TEDP para el propietario completada.</li> </ul>	<b>Documentos necesarios:</b> <ul style="list-style-type: none"> <li>☛ Identificación personal.</li> <li>☛ Si no hay contrato de alquiler por escrito, evidencia de alquiler de la unidad.</li> <li>☛ Ingresos: evidencia de elegibilidad bajo otro programa calificado** O evidencia de ingresos de los últimos 30 días.</li> <li>☛ Formulario TEDP para el inquilino completado.</li> <li>☛ Certificación TEDP para el inquilino completada.</li> </ul>
<b>Se le pedirá que certifique lo siguiente:</b> <ul style="list-style-type: none"> <li>☛ Renunciará a los cargos por mora, multas y no pasará los costos judiciales al inquilino.</li> <li>☛ No haber recibido asistencia de otro programa por los mismos meses de alquiler para este cliente y no aplicará en el futuro por los meses cubiertos.</li> <li>☛ Liberará al inquilino de la responsabilidad de pago durante este período de tiempo, renunciará a todas las reclamaciones planteadas en el caso de desalojo y no desalojará al inquilino durante el período cubierto por el TEDP.</li> <li>☛ Reembolsará el TEDP dentro de los 10 días hábiles si recibe el pago de la renta por este mismo período de tiempo.</li> <li>☛ Si no hay contrato de alquiler por escrito, certificará el plazo del alquiler, el monto del alquiler y podrá proporcionar prueba de alquiler.</li> </ul>	<b>Se le pedirá que certifique lo siguiente:</b> <ul style="list-style-type: none"> <li>☛ Su hogar se ha visto afectado económicamente por la pandemia de COVID-19.</li> <li>☛ No ha recibido asistencia con el alquiler por los mismos meses de alquiler y no buscará dicha asistencia en el futuro durante los meses cubiertos.</li> <li>☛ No ha recibido previamente asistencia con el alquiler financiada con fondos de <i>CDBG CARES</i> que, junto con esta asistencia, excederán los 6 meses en total.</li> <li>☛ Si no hay contrato de alquiler por escrito, debe certificar el plazo del contrato de alquiler, el monto del alquiler y la capacidad de proporcionar comprobante de alquiler.</li> </ul>

### ¿Quién puede ayudarme a acceder al programa?

TRIBUNAL	PROGRAMA
<b>Visite:</b> <a href="http://www.txcourts.gov/eviction-diversion/">www.txcourts.gov/eviction-diversion/</a> <b>Llame al:</b> 855-270-7655	<b>Visite:</b> <a href="http://www.tdhca.state.tx.us/TEDP.htm">http://www.tdhca.state.tx.us/TEDP.htm</a> <b>Llame al:</b> 800-525-0657 o 512-475-3800 (elija la opción 4)

\* TEDP solo está disponible inicialmente en áreas seleccionadas del estado. Durante ese tiempo, la elegibilidad se basa en un ingreso familiar por debajo del 200 % del nivel de pobreza:

Tamaño del hogar	1 persona	2 personas	3 personas	4 personas	5 personas	6 personas	7 personas	8 personas
200 % del nivel de pob	\$25,520	\$34,480	\$43,440	\$52,400	\$61,360	\$70,320	\$79,280	\$88,240

Para hogares con más de 8 personas, agregue \$8,960 por cada persona adicional.

\*\* Se le considera elegible y no necesita otra documentación si tiene evidencia de lo siguiente: 1) actualmente recibe asistencia de SNAP, SSI, LIHEAP o Medicaid; O 2) si vive en una propiedad calificada con restricción de alquiler y tiene evidencia de una certificación de ingresos de esa propiedad fechada después del 31 de marzo de 2020, y dentro de los 12 meses posteriores a la solicitud de asistencia, y autocertifica que sus ingresos permanecen por debajo del límite. En algunas circunstancias, el administrador de TEDP puede permitir la autocertificación de los ingresos, pero el inquilino aún debe poder demostrar evidencia si se solicita.

**DECLARACION BAJO PENA DE PERJURIO  
PARA LA SUSPENSION TEMPORAL DE DESALOJOS  
DE LOS CENTROS PARA EL CONTROL Y PREVENCION DE ENFERMEDADES  
PARA PREVENIR UNA MAYOR PROPAGACION DE COVID-19**

**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**

Yo certifico bajo pena de perjurio, de conformidad con 28 U.S.C. 1746, que lo siguiente es verdadero y correcto:

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct:

He hecho todo lo posible para obtener cualquier asistencia gubernamental que hay disponible para alquiler o vivienda;

I have used best efforts to obtain all available government assistance for rent or housing;

Espero no ganar más de \$99,000 en ingresos anuales para el año 2020 (o no más de \$198,000 si presento una declaración de impuestos conjunta), no fue requerido reportar ningún ingreso en el año 2019 al Servicio de Impuestos Internos de EE. UU, O no recibí un Pago de Impacto (cheque de estímulo) de conformidad con la Section 2201 of the CARES Act; (Sección 2201 de la Ley CARES);

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;

No puedo pagar mi alquiler completo o hacer el pago total de mi vivienda debido a una pérdida sustancial de ingresos en mi hogar, pérdida de horas en el trabajo o perdida de salario compensable, suspensión de trabajo o gastos médicos extraordinarios que salieron de mi bolsillo.

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 out-of-pocket medical expenses;

Estoy haciendo todo lo posible para realizar pagos parciales a tiempo que se acerquen al pago total tanto como lo permitan las circunstancias, teniendo en cuenta otros gastos no discrecionales;

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;

Si me desalojan, es muy probable que me quede sin hogar, necesitaría mudarme a un refugio para personas sin hogar o necesitaría mudarme a una residencia compartida por otras personas en ambientes reducidos porque no tengo otras opciones de vivienda disponibles.

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.

Entiendo que todavía debo pagar el alquiler o hacer los pagos de vivienda, y cumplir con otras obligaciones que pueda tener bajo mi contrato de arrendamiento o contrato similar. Además, entiendo que las tarifas, penalidades o intereses por no pagar el alquiler o pago de vivienda a tiempo según lo requiera mi contrato de arrendamiento o contrato similar aún pueden ser cobrados o colectados.

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 housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.

Además, entiendo que al final de esta suspensión temporal de desalojos el 31 de diciembre del 2020, mi proveedor de vivienda puede requerir el pago total de todos los pagos que no se hayan realizado antes y durante la suspensión temporal y la falta de pago puede hacerme sujeto a un desalojo de conformidad con a las leyes estatales y locales. Entiendo que cualquier declaración o omisión falsa o engañosa puede resultar en acciones penales y civiles resultando en multas, sanciones, daños o encarcelamiento.

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.

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Firma del Declarante  
Signature of Declarant

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Fecha  
Date

CAUSE NO. \_\_\_\_\_

\_\_\_\_\_  
PLAINTIFF

§ IN THE JUSTICE COURT

v.

§  
§  
§  
§  
§  
§

PRECINCT NO. \_\_\_\_\_

\_\_\_\_\_  
DEFENDANT

\_\_\_\_\_ COUNTY, TEXAS

**PLAINTIFF'S CONTEST OF DEFENDANT'S CDC DECLARATION**

COMES NOW \_\_\_\_\_, Plaintiff in the above-numbered cause, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, and contests the Defendant's Declaration pursuant to the Centers for Disease Control and Prevention's agency order, titled Temporary Halt in Residential Evictions to prevent the Further Spread of COVID-19 (CDC Order) and the Texas Supreme Court's 25<sup>th</sup> Emergency Order (25<sup>th</sup> Order), and would respectfully show the Court as follows:

PLAINTIFF CONTESTS the Defendant's Declaration for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR A HEARING**

**PLAINTIFF REQUESTS** that the Court promptly set and hold a hearing under the 25<sup>th</sup> Order to determine whether this action should proceed, and make findings on the determination, and enter orders for the procedures to follow if this case proceeds.

The Plaintiff prays for the above relief and any further relief to which they may be justly entitled.

**DATED** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_



**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above Plaintiff's Contest of Defendant's CDC Declaration was served on: \_\_\_\_\_, pursuant to Texas Rule of Civil Procedure 501.4 by:

- Personal delivery
- Mail
- Fax
- Email (if both parties have agreed in writing and provided an email address)
- Another method approved by the court: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff's Signature