



Know Your Rights: Evictions Under COVID-19

What are courts doing about evictions during COVID-19?

Because of COVID-19, the Texas Supreme Court previously prohibited all eviction proceedings until after May 18th, and the execution of writs of possession until after May 25th, except for cases that involve a threat of physical harm or criminal activity. The emergency order has not been extended and therefore eviction cases may proceed as normal in most jurisdictions. Some courts have made a decision to stop hearing eviction cases for a longer period of time, however, this is only a temporary delay.

I missed rental payments due to COVID-19. Can my landlord evict me?

Yes. You are still obligated to pay rent and to follow all of the obligations in your lease. You can still be evicted for not paying even if it was due to COVID-19. As of now, the Texas Supreme Court did not extend its order that prohibited evictions until after May 18th. This means that, because the Supreme Court orders are now lifted, it is presumed that all eviction cases will likely proceed in the usual way.

I missed rental payments due to COVID-19. Can my landlord disconnect my utilities?

No. A landlord's disconnection of your utilities is a violation of Texas Law even if you are behind on rent. You may file a writ of restoration with the local justice court stating the improper utility disconnection. A landlord's proper way to deal with nonpayment of rent is to file an eviction.

I am late on rent? Can my landlord seize my personal property?

Yes, Texas law gives a landlord the ability to place a lien for unpaid rent on a tenant's personal property so long as that personal property is non-exempt under Texas law.

If a tenant is behind on rent and a written lease gives the landlord permission to exercise this lien on the tenant's property, the landlord may enter the rental unit and take non-exempt property to secure payment of the delinquent rent. The clause giving the landlord permission must be underlined or printed in conspicuous bold print in your lease to be enforceable. When a landlord seizes property, the landlord must leave a written notice of entry and an itemized list of all the items removed.

Can my landlord physically remove me from my residence?

No. This is known as a self-help eviction and is not allowed in Texas. The landlord must follow the procedures set out by Texas law to evict you.

I would like to leave my apartment before the lease ends because of COVID-19, Can I do so without a penalty?

Most leases have an early termination penalty, but usually includes exceptions for specific situations that are typically outlined in your lease. If you would like to terminate your lease early for reasons not included in the lease, you should contact your landlord to discuss your options.

I receive housing assistance & I lost my job because of COVID-19. What Should I Do?

You should arrange an income recertification with your housing authority as soon as possible. You may be entitled to a prompt rent reduction or a hardship exemption effective the first month following the income loss. Federal stimulus payments received should not be included in your income calculation for recertification.

How do I know if my landlord is evicting me?

Your landlord is legally required to give you a written notice to vacate before filing a lawsuit to evict you. This notice to vacate must give you at least three days to move out. If you are month-to-month tenant, then the landlord must give you a 30-day notice to move.

The notice can be delivered by hand to you or anyone in the unit over age 16, by mail, or posted on the inside of your front door. There are limited circumstances where the notice can be attached to the outside of your door if the other methods are not possible by landlord.

The date on the notice to vacate is not the date you will be kicked out; it is that number of days the landlord has to give you before they file an eviction. After that deadline to vacate date, your landlord still has to go to court to evict you.

I live in public housing. Do these same eviction laws apply to me?

Public housing is governed under federal law. Under the CARES Act there is temporary moratorium on evictions, as well as a moratorium on fees and penalties related to nonpayment of rent. The eviction moratorium is in effect for a 120-day period that began on March 27, 2020. After the moratorium expires, the public housing authority can proceed with the standard eviction process. However, you cannot be required to vacate for at least 30 days after the end of the moratorium, and the public housing authority cannot issue a notice to vacate until the moratorium expires on July 24, 2020.

How do I know if my property is covered under the CARES Act?

A property is covered by the CARES act if it has a federally backed mortgage or participates in a federally assisted housing program. It may be difficult to know if the property you live in falls into one of these categories so you may visit this website and put your address in to determine if it is covered.

<https://trla.maps.arcgis.com/apps/Nearby/index.html?appid=1932f764d9254e9ebc28258d74cc8cbb>

I live in public housing & was behind on rent payments prior to the CARES Act. Can I still be evicted?

If the eviction proceeding was initiated before March 27, 2020, the proceeding would not be covered under the CARES Act and the eviction action can continue. However, although the property is not covered under the CARES act, the 30-day lease termination notice would still be required.

What happens if I don't leave by the date on the notice to vacate?

If you don't leave after you get the notice to vacate, your landlord can file an eviction lawsuit in Justice Court. A constable will serve the papers on you, or anyone on the property over 16 years of age. If personal service fails after two attempts, the constable can post it on your door or slip it underneath.

I've been served with the eviction lawsuit. What now?

Review the court papers carefully. The document must state exactly why you are being evicted. The document may tell you when you must appear in Justice Court to explain your side of the case to the judge.

What if I want a jury in my trial?

If you would like a jury to hear your case, you may pay \$22.00 or submit a sworn statement of inability to pay that fee. This has to be done at least three days before the date set for your trial.

What if I miss my court date?

You must appear in court at the date and time listed in the court papers. If you fail to attend the hearing, the landlord can ask for a default judgment against you, which is a decision in their favor which will allow them to evict you.

What happens if I lose in Justice Court?

If you are evicted in the Justice Court, you have the right to appeal the decision to the County Court for a new trial. The appeal must be filed within 5 calendar days of the final judgment of eviction against you. You will be required to either file a cash bond in an amount set by the Court or you must file a Sworn Statement of Inability to Pay Court Costs or Appeal Bond. If you file a Sworn Statement of Inability to Pay Court Costs or an Appeal Bond in your eviction appeal and

you were living in the property at the time the eviction case was filed against you, you have the right to request that attorney be appointed to represent you in the County Court at Law appeal case. If you were evicted for non-payment of rent, the Court will decide how much rent you must pay monthly while your appeal is pending. The amount of rent required to be paid monthly will be listed in the judgment and should be paid into the registry of the court. If part of your rent is being subsidized by the government, the court will state in the judgment the amount that the government must pay and the amount that you are required to pay.

If the eviction is upheld, the landlord can get a writ of possession. If you don't pay the required rent while the appeal is pending, your landlord can file a sworn motion with the court stating that you failed to pay the rent as required. There will be another hearing and, if the court finds that you did not pay the rent during the appeal and any attorney's fees that your landlord incurred, the court will issue a writ of possession. If you have not moved after the writ of possession is issued by the court, the writ of possession will allow the landlord to request that the constable or sheriff physically remove you and your belongings from the property.

What happens if I ignore the lawsuit completely?

If you ignore the lawsuit, or do not appeal a judgment against you, the landlord can get a writ of possession. This is an order from the court telling the constable or sheriff to give the landlord possession of the property. Before the constable comes to remove you and your belongings, they must give at least 24 hours' notice and post the notice on your front door. Your property can be placed outside of the unit. Your landlord is not required to store it.

Under the current Texas Supreme Court order, no writs of possession may be executed until after May 25, 2020 although it may be issued but not executed before that date.

I have a commercial lease. Do any of the COVID-19 eviction protections apply to me?

No. The emergency orders and the CARES Act only apply to residential property,

I live in a hotel or motel. Can I be evicted?

Hotel and motel guests are not generally considered tenants. That means, in most cases, the hotel owner does not have to go to court to remove a guest.



If you are concerned about being able to stay in your home or believe that you are at risk of eviction or foreclosure due to economic issues caused by loss of employment or other financial implications resulting from COVID-19, please contact our office for assistance with eviction defense, landlord/tenant issues and foreclosure defense. The Opal Mitchell Lee Property Preservation Project located at the Thurgood Marshall School of Law at Texas Southern University will advocate for you so that you and your family can continue to be safe in your own home. We can also assist with estate planning so that you can be certain that your affairs are in order during these uncertain times. For more information on our services call

713.313.1158 or to fill out an application please go to: http://www.tsulaw.edu/centers/ECI/apply_for_legal_services.html.