



A Review of Eviction Protections in Dallas, Texas

May, 2021



The Institute for
Urban Policy Research
at The University of Texas at Dallas



At a Glance

Introduction	3
A Review of Policies and Programs	3
Federal Protections for Renters	3
State and Local Protections	4
Research Methodology	6
Findings	6
Quantitative Analysis	6
Systematic Case File Review	10
Focus Group Analysis	11
Conclusion	15
References	17

Project Team

The Institute for Urban Policy Research

- Timothy M. Bray, PhD
- Anthony Galvan
- Sara Mokuria
- Shahrukh Farooq
- Leonard Ayala
- Sherin George
- Rameen Mohammed
- Ifunanya Ngadi

Texas Tenants Union

- Sandy Rollins

Special Thanks

The authors wish to extend a special thanks to the many volunteers and organizations who helped make this report possible. We extend our thanks to the Dallas County Justices of the Peace and to members of Dallas County Government, who worked with us to secure the necessary data for our analyses. The Child Poverty Action Lab made their eviction data freely available to us. In a special way, we thank the tenants, policymakers, and non-profit professionals who so generously shared their time with us in our focus groups and interviews. This work is dedicated to their tireless efforts to secure housing stability for North Texas families.

Support for this report was provided by the Robert Wood Johnson Foundation. The views expressed here do not necessarily reflect the views of the Foundation.

Introduction

The Institute for Urban Policy Research partnered with the Texas Tenants Union to better understand the impact of eviction remediation programs on the plight of tenants in the City of Dallas. In Dallas, roughly three of every five households rent their home; programs aimed at preventing eviction are pertinent to most of Dallas's population (U. S. Census Bureau, 2020). Financial impacts of the Coronavirus pandemic threatened many households in Dallas and the early days of the pandemic saw multiple policy and procedure interventions, including court closures and the CARES Act. Dallas City Council was among the first localities to act, pass an eviction ordinance to protect renters from losing their homes.

In this study, we pursue a mixed-methods approach, embracing both qualitative and quantitative research tools. Working with Dallas County, whose Justice of the Peace courts are the courts of original jurisdictions for evictions in Texas, we secured case filing data for January through June of 2019 and 2020. This

data was used to perform a series of regression analyses comparing the volume of evictions in Dallas and surrounding cities. Next, we randomly sampled cases filed in one Dallas County Justice of the Peace court, including portions of Dallas and surrounding communities. We conducted a systematic record review of the entire case file for each of the randomly sampled cases. Finally, we engaged a purposive sample of local government and non-profit leaders, as well as affected tenants, in a focus group setting to understand their experiences with eviction in Dallas.

While the quantitative results do suggest some impact of these policy responses, the findings are not encouraging. First, the milieu of policies enacted offered no universal protection to any broad segment of renting households. Second, many of those protected by these policies did not know their status, and efforts to educate them were not universally deployed. Finally, even when protected tenants were aware of their protection, their attempts to assert their rights were met by a system often confused on how to respect them.

A Review of Policies and Programs

The Coronavirus pandemic has brought about an unprecedented level of economic and housing insecurity. In response, federal and local measures have been implemented to keep COVID-impacted tenants housed and prevent the further spread of COVID-19. The following policy actions outline various established eviction moratoriums and altered eviction proceedings in light of COVID-19 economic hardships on tenants.

Federal Protections for Renters

The Coronavirus Aid, Relief, and Economic Security (CARES) Act mandated an eviction moratorium that was enforced from March 27, 2020, through July 24, 2020. This moratorium applied to all tenants in federally related properties, defined

as those receiving federally-backed financing or participating in federal assistance programs (Mccarty & Perl, 2021). Tenants covered under this act could not be forced to vacate, and affected landlords were prohibited from initiating eviction proceedings for the nonpayment of rent and related fees, filing notices to vacate until 30 days after the moratorium expired, and charging fees or penalties for unpaid rent during the coverage period of the moratorium. This law did not forgive unpaid rent amounts. An estimated 28%–46% of all occupied rental units nationwide were covered by this eviction moratorium from March to July 2020 (Mccarty & Perl, 2021).

Just over a month after the CARES Act eviction moratorium expired, the Centers for Disease Control and Prevention (CDC) issued a national

temporary federal moratorium on tenant evictions for nonpayment of rent and related fees. This moratorium took effect on September 4, 2020, and was designed to be enforced until December 31, 2020. However, it was extended legislatively through January 31, 2021, and extended again by the CDC to apply through March 31, 2021. On March 29, 2021, the CDC extended the moratorium to cover eligible renters until June 30, 2021 (McCarty & Perl, 2021). This moratorium aimed to prevent the spread of COVID-19 stemming from homelessness and overcrowded housing conditions brought about by evictions. According to McCarty and Pearl, this order differed from the CARES Act moratorium in that it did not prohibit landlords from charging renters with fees or penalties for unpaid rent (2021). Like its predecessor, it also did not forgive unpaid rent amounts. The CDC's eviction moratorium applied to all renters who attested to meet income-related requirements and other eligibility criteria outlined in the order, which included having made every attempt to obtain governmental rent assistance and being at risk of homelessness or overcrowded living conditions if evicted (McCarty & Perl, 2021). To claim protection under this eviction moratorium, renters were required to submit a signed declaration of eligibility, Attachment A of the CDC order, to their landlords.

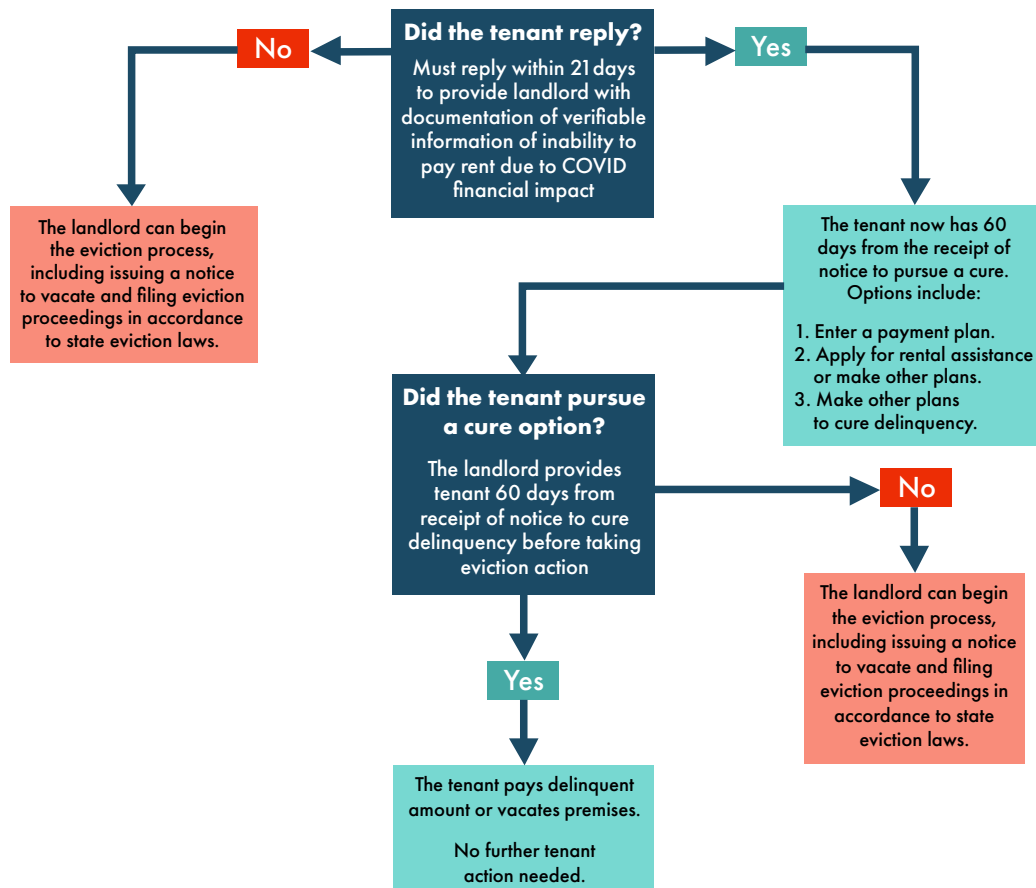
State and Local Protections

Throughout March 2020, Governor Greg Abbott and Dallas Mayor Eric Johnson released multiple orders and regulations to mitigate the spread of COVID-19. Compliance with such measures necessitated a minimization of in-person economic labor that negatively impacted the ability of many Texan tenants to pay rent and associated fees. Recognizing the financial implications, Dallas County Justices of the Peace signed an order on March 18, 2020, directing that all eviction cases be postponed and continued for 60 days and instructing that no new case be set for trial at least 60 days. Furthermore, all writs of possession were made unenforceable for 60 days, and no writ was to be issued for 60 days (Order Regarding Eviction Court Proceedings Under the COVID-19 State of Emergency, 2020). The Texas Supreme Court has also issued multiple emergency orders

implementing eviction diversion programs and strengthening tenant protections in court in response to the continued financial hardships on renters due to the COVID-19 pandemic (see, e.g., the First, Fourth, Ninth, Twelfth, Fifteenth, Twentieth, Twenty-Fourth, Twenty-Fifth, Twenty-Seventh, Twenty-Eighth, Thirtieth, Thirty-First, Thirty-Second, Thirty-Fourth, Thirty-Fifth, and Thirty-Seventh Emergency Orders Regarding the COVID-19 State of Disaster, issued in 2020 and 2021). Appendix A on page 19 provides a summary of the applicable emergency orders.

In light of these public safety measures that combated COVID-impacted tenants' eviction, the Dallas City Council adopted Ordinance No. 31521 on April 22, 2020 (Appendix B on page 23). The ordinance is in effect until the termination of the Governor's or Mayor's declared state of disaster due to the COVID-19 pandemic (Eviction Ordinance, 2020). This ordinance requires landlords of tenants who fail to pay rent during a declared COVID-19 disaster to provide a COVID Notice of Possible Eviction to tenants. This notice informs the tenant of their right to seek rental assistance and establishes a minimum period of 21 days for renters to provide their landlords with objectively verifiable information demonstrating an inability to pay rent due to a COVID-19 financial impact (Eviction Ordinance, 2020). They then have to days from the initial notice to cure the deficiency. A Notice to Vacate can only be issued to tenants after this minimum 21-day response period. Landlords cannot pursue eviction proceedings against tenants who choose to participate in rental assistance programs. COVID-19 impacted tenants who demonstrate a pandemic-induced inability to pay rent are awarded an eviction delay of 60 days from receipt of the COVID notice to negotiate payment plans and lease agreements with landlords or otherwise resolve delinquent rent. Delays of eviction do not apply to eviction cases stemming from breaches of lease unrelated to nonpayment of rent and fees or cases of criminal activity occurring in rental properties. This ordinance also does not relieve tenants from paying rent or fees under their lease agreements. This citywide measure applies to "COVID impacted tenants" in the City of Dallas or those who are authorized by lease to occupy a

What happens when a tenant receives a COVID notice of possible eviction by their landlord?



For more information, visit dallasfairhousing.com or call 214-670-FAIR (3247).



Figure 1. Outline of City of Dallas Eviction Process

residential property and suffer a verifiable COVID-19 financial impact that can be proven through documentation provided to landlords (Eviction Ordinance, 2020). Figure 1 presents the typical flow for a case handled under the Dallas Eviction Ordinance (City of Dallas, n.d.).

The protections afforded by this ordinance may be expansive but are not fully comprehensive. If tenants in Dallas do not agree with

their landlords over a payment program or plan, the landlord can enforce an eviction. The ordinance outlines a “bad faith provision” that may fine landlords up to \$500 for not abiding by the spirit of the ordinance. However, there is no available data concerning the efficacy of these measures. The ordinance does not include any quantifiable measures of economic impact (or any means-testing style figures). However, in their economic hardship documentation, renters must

specify the financial impact of COVID on their household through lost income or increase in expenses.

Research Methodology

Our research comprised three distinct approaches. First, we compared daily trends in evictions filings from January 2017 through April 2021. Second, we randomly sampled 200 cases from a single Dallas County Justice Court and performed a thorough case review. Finally, we

collected qualitative information from non-profit service providers, government leaders, and tenants through a series of focus groups. More detailed methodology is outlined in each of the finding sections below.

Findings

Quantitative Analysis

Our quantitative analysis reviews the trends over time for eviction filings in Dallas County’s ten Justice of the Peace Courts, which have original jurisdiction on eviction matters in the county. The county is subdivided into five geographic precincts, and each precinct comprises two courts, each of which has an elected Justice. Table 1 presents the number of eviction filings by court and year from January 2017 through April 2021. As shown in Table 1, in 2020, the courts saw on average less than one-half of the case volume they saw in 2019.

Table 1. Eviction Filings by Court and Year

Court	2017	2018	2019	2020	2021
1-1	7,916	8,337	7,093	3,378	633
1-2	1,495	1,873	2,177	881	113
2-1	2,381	2,553	2,211	1,142	208
2-2	2,799	2,777	1,981	680	110
3-1	1,952	1,923	1,892	1,179	406
3-2	5,345	5,349	6,086	2,663	199
4-1	3,230	3,386	3,976	1,359	224
4-2	1,352	1,688	2,505	939	190
5-1	1,036	975	890	273	67
5-2	4,426	4,767	5,891	2,634	287
Total	31,932	33,628	34,702	15,128	2,437

Table 2. Eviction Filings by City and Year

City	2019	2020	Diff
Dallas	21,660	9,874	-54%
Addison	322	198	-39%
Balch Springs	308	111	-64%
Carrollton	331	154	-53%
Cedar Hill	564	165	-71%
Cockrell Hill		1	
Coppell	43	17	-60%
Desoto	918	333	-64%
Duncanville	500	189	-62%
Farmers Branch	406	242	-40%
Garland	1,443	680	-53%
Glenn Heights	80	29	-64%
Grand Prairie	1,052	367	-65%
Highland Park		3	
Hutchins	117	16	-86%
Irving	3,358	1,211	-64%
Lancaster	713	282	-60%
Mesquite	1,734	722	-58%
Richardson	642	296	-54%
Rowlett	98	76	-22%
Sachse	19	6	-68%
Seagoville	133	76	-43%
Sunnyvale	6	1	-83%
University Park	7		-100%
Wilmer	235	68	-71%
Total	34,689	15,117	-56%

Table 2 presents the number of eviction filings by Dallas County city for January 2017 through April 2021. At the margin, 2020 saw a 56% decrease in eviction filings compared to 2019 (down from 34,689 to 15,117).

The eviction time series data is complicated. While eviction filings are recorded daily, which permits a more fine-scaled analysis, the daily scale introduces a complicated seasonality structure. First, courts are closed on weekends and holidays, presenting an artificial seven-day seasonality. Aggregating the data to weeks introduces a new seasonality problem: rent due dates. The first week of each month has a much higher eviction filing rate than the other weeks, as most leases have a rental due date around the beginning of the month. To best accommodate these complexities, we aggregate the eviction filings monthly. While this does not eliminate the seasonality in the data, it does reduce the complexity for modeling purposes.

Figure 2 presents the monthly number of eviction filings from January 2017 through April 2021. As the figure depicts, evictions peak in December of each year and hit their nadir in February before returning to relatively consistent levels. The pattern remains relatively constant through March of 2020 when our first intervention is

recorded. The first red line indicates the Dallas County Justice Court eviction suspension order and implementation of the CARES Act and the Dallas Eviction Ordinance, each of which happened in March/April 2020. At that point, we see eviction filings plummet to a low. The second red line indicates the implementation of the CDC Moratorium in September of 2020. We begin to see an increase in cumulative eviction filings, though not at the pace seen before the pandemic. From the first intervention through the second, eviction filings increase, but not nearly to pre-pandemic levels. After the second intervention, we see filings fall again.

$$Evictions_t = \beta_0 + \beta_1 SpringInt + \beta_2 SpringInt \times T + \beta_3 CDC + \beta_4 CDC \times T$$

Equation 1. Base County-wide Model

To quantify these shifts in county-wide trends, we will use an Ordinary Least Squares (OLS) regression with Newey-West standard errors, controlling for autocorrelation up to the 12th lag (this helps control the annual seasonality evident in the data). Equation 1 presents the full multivariate regression model that we will use to explore changes in trends county-wide. One can see that the model considers the effects of two interventions: Spring Interventions (the Dallas County

JP Order, the CARES Act, and the Dallas Eviction Ordinance, which all happened with six weeks of each other) and the CDC Moratorium.

Table 3 presents the OLS regression results for models 1 and 2. Model 1 considers only the impact of the Spring interventions, while Model 2 includes the results for the Spring and CDC interventions. The findings presented for Model 1 suggest that at the beginning of the time series, roughly 2,600

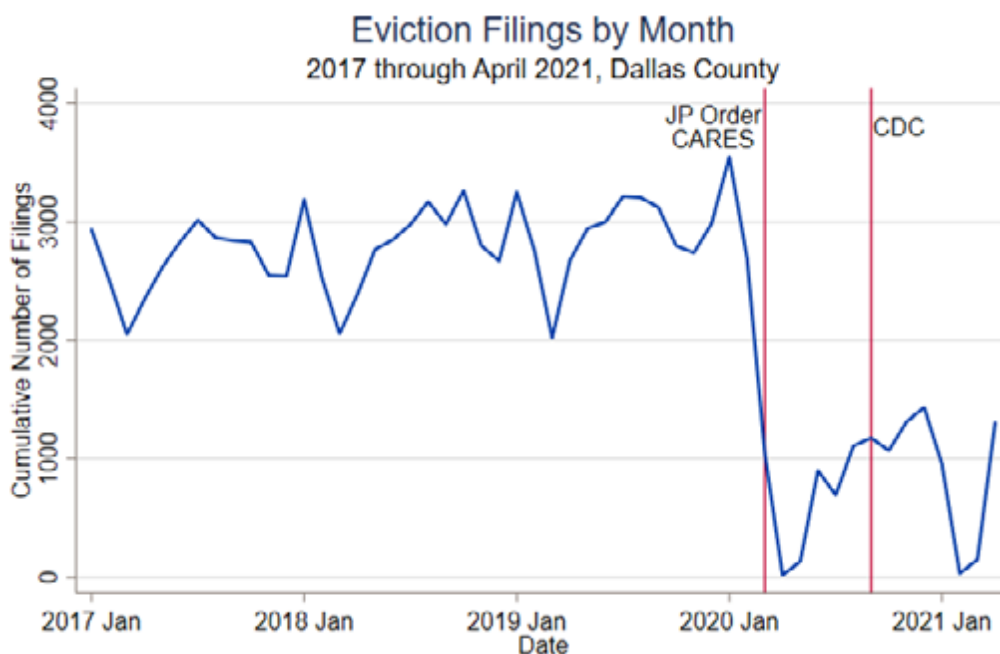


Figure 2. Eviction Filings by Month

Table 3. OLS Regression Results for Models 1 and 2

	Model 1 Coef. (Std. Err.)	Model 2 Coef. (Std. Err.)
Monthly Increase	12.013 *** (2.056)	12.013 *** (2.100)
Spring Interventions	-2348.275 *** (175.490)	-2607.884 *** (156.521)
Spring Interventions * Daily Increase	6.491 (22.970)	76.302 (47.271)
CDC Moratorium		304.150 (169.355)
CDC Moratorium * Daily Increase		-183.981 ** (54.676)
Constant	2,580.449 *** (42.054)	2,580.449 *** (42.958)
N	52	52

eviction cases were filed, increasing by 12 cases per month throughout the Spring interventions. In the month following the spring interventions, monthly eviction filings fell by roughly 2,300, with a monthly increase of 6 more cases per month than before the intervention (or an increase of 18 filings per month).

Model 2 considers the additional impact of the CDC Moratorium. Before the Spring interventions, the results remain unchanged. Once we account for the impact of the CDC moratorium taking place

in September, we find that the effect of the Spring interventions changes. The month following the Spring interventions, the number of monthly filings drops by 2,600 cases, slightly higher than previous estimates. The monthly increase goes from 12 per month to 88 per month, but this effect is not statistically significant. In the month following the CDC Moratorium, case filings increase negligibly. Each month after the moratorium, case filings dripped by 184 per month. These findings suggest that, at the margin, both the Spring interventions and the CDC Moratorium reduced the

monthly volume of evictions findings. But this interpretation is complicated. Because there were only six months between the Spring interventions and the CDC moratorium, and this time frame coincides with the physical reopening of the courts and numerous changes in the legal landscape of Texas courts (see the myriad Texas Supreme Court Emergency Orders), the monthly effect of the interventions is likely suppressed.

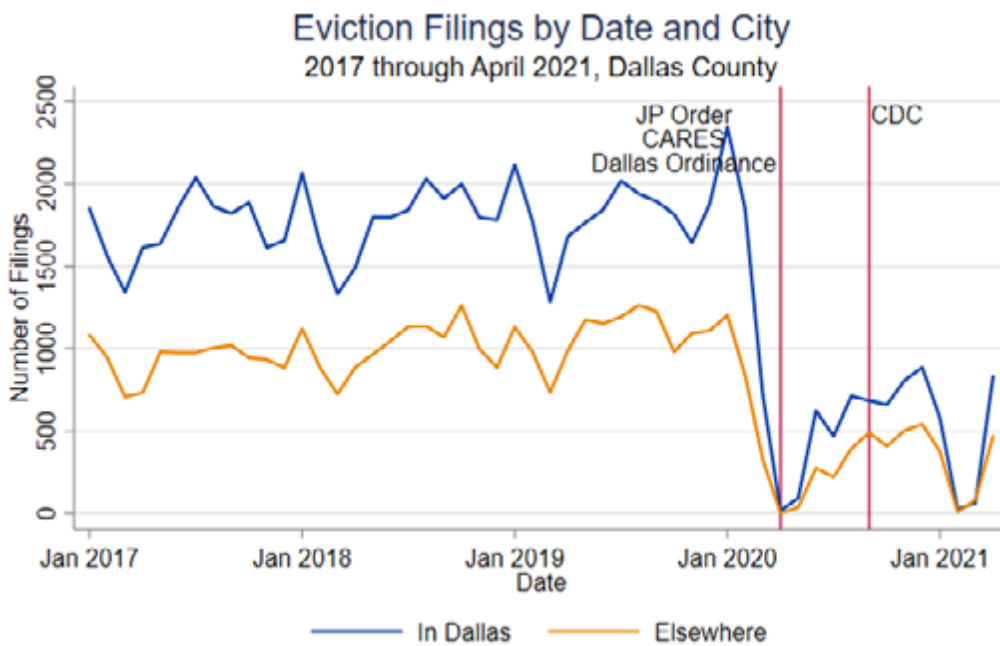


Figure 3. Eviction Filings by Date and City

Figure 3 presents the trends for monthly eviction filings from January 2017 through April 2020, broken out by cases filed for properties in the City of Dallas and those filed elsewhere. While cases filed in Dallas outnumber those filed elsewhere in the county, the two follow remarkably similar trends. We again employ an interrupted time series analysis facilitated by an OLS regression with Newey–West standard errors, accounting for autocorrelation up to the 12th lag.

$$\begin{aligned}
 Evictions_T = & \beta_0 + \beta_1 T + \beta_2 Dallas + \beta_3 Dallas \times T \\
 & + \beta_4 SpringInt + \beta_5 SpringInt \times T \\
 & + \beta_6 SpringInt \times Dallas \\
 & + \beta_7 SpringInt \times Dallas \times T \\
 & + \beta_8 CDC + \beta_9 CDC \times T \\
 & + \beta_{10} CDC \times Dallas \\
 & + \beta_{11} CDC \times Dallas \times T
 \end{aligned}$$

Equation 2. City-effect Models

Equation 2 presents the regression equation to be estimated. Unlike the model presented in Equation 1, this model attempts to capture the Dallas-specific ordinance effects by presenting a treatment group (cases filed in Dallas) and a control group (cases filed elsewhere). Due to the complexities of the time-series data, we retain our monthly configuration. This means that the Spring interventions comprise the Dallas County Justice Courts order, the CARES Act, and the Dallas Ordinance. In addition to the baseline monthly increase, Equation 2 includes coefficients to measure the impact of being located in Dallas (versus elsewhere). For each intervention (Spring interventions and CDC Moratorium), we assess its baseline impact in Dallas (versus elsewhere) and its impact on monthly increases for both Dallas and elsewhere.

Table 4 presents the interrupted time series regression results. As before, Model 3 first presents the impact of the Spring interventions only. At the beginning of the study period, Model 3 suggests that 940 eviction cases were filed outside Dallas, increasing by about 3 per month. In Dallas, roughly 1700 cases were filed, but case

volumes did not change significantly from month to month. In the month following the Spring interventions, eviction filings fell by 845 cases; their month-over-month change was negligible. In Dallas, eviction filings fell by roughly 1,402. Again, monthly changes were negligible. The statistically significant drop of 1,402 cases in Dallas suggests an effect of the Dallas Ordinance over and above the other Spring interventions.

Model 4 presents the findings after introducing both the Spring Interventions and CDC Moratorium. The baseline effects are similar to Model 3. At the beginning of the study period, 940 eviction cases were filed. The monthly change was negligible. In Dallas, roughly 1,700 cases were filed; again, the monthly change in Dallas was negligible. In the month following the introduction of the Spring Interventions, case filings fell by 1,056 and fell by 1,700 cases in Dallas. However, we see that case filings increased by 94 per month outside of Dallas and 175 per month inside Dallas. Unlike Model 3, these findings in Model 4 are statistically significant. In the month following the implementation of the CDC Moratorium, eviction filings increased negligibly outside the city of Dallas. Inside the city, however, case filings decreased by 155 cases. Outside the city, case filings continued to decrease by 138 cases per month. Inside the city, however, cases fell by 232 per month. One causal mechanism for these results might be that the increased attention to evictions in the city of Dallas may have increased the effectiveness of other interventions.

Again, these are complex seasonal data, and we are attempting to chart the impact of multiple dynamic interventions taking place in a rapidly changing legal climate. All in all, however, it does appear that these interventions suppressed the number of eviction cases filed. Moreover, there is evidence that the Dallas Ordinance decreased eviction filings in Dallas County. However, it's not immediately clear how much of the decrease is directly attributable to the Dallas Ordinance and how much might be attributed to other Spring Interventions, including court closures.

Table 4. OLS Regression Results for Models 3 & 4

	Model 3 Coef. (Std. Err.)	Model 4 Coef. (Std. Err.)
Monthly Increase	2.787 (2.808)	2.787 (2.868)
Dallas	794.100 *** (64.877)	794.100 *** (66.273)
Dallas * Monthly Increase	-1.216 (4.068)	-1.216 (4.155)
Spring Interventions	-845.313 *** (96.192)	-1056.282 *** (76.356)
Spring Interventions * Monthly Increase	12.174 (14.866)	94.113 *** (3.767)
Sprint Interventions * Dallas	-557.322 ** (168.450)	-709.284 *** (108.355)
Spring Interventions * Dallas * Monthly Increase	3.578 (26.472)	81.116 *** (10.056)
CDC Moratorium		26.533 (29.339)
CDC Moratorium * Monthly Increase		-137.888 *** (10.280)
CDC Moratorium * Dallas		-181.483 ** (65.599)
CDC Moratorium * Dallas * Monthly Increase		-93.590 *** (22.354)
Constant	940.372 *** (41.936)	940.372 *** (42.838)
N	104	104

Systematic Case File Review

In addition to the raw case data provided by Dallas County for the county-wide analysis, we conducted a hand review of 190 cases from a single Dallas County Justice of the Peace Court. On November 24 and 25, 2020, several IUPR staff members visited the courtroom and drew a sample of eviction cases for a full review. Ultimately, a sample of 190 cases was drawn from January 6, 2020, to September 10, 2020, recognizing that the court was closed for a significant period due to the Covid-19 pandemic.

Full case review involved accessing the physical case files for each randomly selected eviction case and digitizing each document in the physical file. Once converted, we reviewed and coded data from the records. The purpose of the systematic

case review was to gain a fuller understanding of the eviction process, to understand unique cases that policymakers might not have considered, and to look for potential for relief to defendants that might not otherwise appear in the data.

Of the 190 cases, 166 were filed for unpaid rent; given the nature of both federal and local policies, these are the only cases for which relief might have been available. Of those 166 cases, 125 were decided in favor of the Plaintiff (landlord), often by default. The other 41 cases were dismissed. Even that outcome does not necessarily favor the defendant (tenant) because cases were often dismissed at the landlord's request when the tenant moved out upon notice of eviction.

Many of the cases that went to trial resulted in an increase of rent owed due to accrual during the trial period. Judgments were ultimately rendered in favor of the landlords. In other words, tenants who pursued court cases often accrued additional unpaid rent during the eviction process. In a select few cases, the evicted parties were homeowners with delinquent tax bills who were evicted when a third party paid the delinquent taxes and purchased the house at auction. This was not a common occurrence, but it is also not considered in the various relief policies implemented at the federal or local levels.

Among the 190 cases sampled for a full review, only 23 were filed after the CARES ACT was passed on March 27, 2020. Still, of those 23 cases, 11 of the involved properties should have been eligible for relief under the CARES Act. Of those 11 cases, only 5 included documentation relating to the CARES Act, and only 3 of those five indicated that the landlords provided any amount of protection under the act. In all three cases, a judgment was made in favor of the Plaintiff.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act mandated an eviction moratorium that was enforced from March 27, 2020, through July 24, 2020. This moratorium applied to all tenants in federally related properties, defined as those receiving federally-backed financing or participating in federal assistance programs. Federally related properties included those supported by Fannie Mae, Freddie Mac, FHA loans, and Low-Income Housing Tax Credits.

While few cases included CARES Act documents, staff used the following methods to determine whether or not properties involved in evictions after the passage of the CARES Act should have been eligible for relief.

The first step involved comparing the addresses in the preliminary analysis against the known CARES-qualifying properties found on the CARES Act Tenant Protections in Texas tool (CARES Act Tenant Protections in TX, n.d.). Many online CARES coverage tools only list the address of management offices of housing complexes as "covered" properties, so inputting the exact address of a tenant's housing unit often revealed

no results for coverage. However, the ArcGIS CARES Act Tenant Protections tool was beneficial as it discovered all "covered" properties within 2 miles of a tenant's exact address. This search would include the "covered" address of the management office of the tenant's housing complex.

The second step was to verify that the tenant's housing unit was included in the "covered" property. The covered properties on the ArcGIS tool were listed by the name of the housing complex, which allowed a simple comparison of "covered" housing units with the Plaintiff's names and addresses on the relevant court document scans. Tenant units were determined to be covered if the listed property on the ArcGIS tool matched the Plaintiff information on the court scans.

The last step of this process entailed searching for the exact coverage mode of each property through the National Low Income Housing Coalition's Federal Eviction Moratorium tool, which specified if the property was protected through FHA, Fannie Mae, or Freddy Mac (National Low Income Housing Coalition, 2020).

Focus Group Analysis

We conducted three focus groups to assess the functionality of these eviction protections qualitatively. One focus group targeted tenants who suffered financial hardships and were at risk of eviction; two focus groups targeted policymakers and program staff engaged in eviction prevention work. While the policymaker focus groups were well attended, we did not have a similar experience with tenants. We invited more than 50 tenants to participate. Many tenants were not available during our scheduled times due to work and family obligations; only ten registered. Of those, only two were able to participate. As such, our analysis focuses on the feedback we received from policymakers.

Policymakers and program staff included respondents with diverse backgrounds. Many worked in direct-service agencies and had extensive experience with clients. Others worked in more policy-oriented positions. All, though, had

witnessed the plight of those in need during the pandemic. In discussions with this group, several themes emerged.

The Complexity of Program Requirements

A significant theme that policymakers discussed was the complexity of the variety of programs intended to assist renters. Many programs had onerous documentation requirements; participants noted that many renters struggled to secure the required documentation. For instance, several programs required documentation that the renter's financial hardship arose due to the Coronavirus pandemic, yet renters struggled to contact employers who were no longer in business. Those who were in business were sometimes reluctant to attribute their hardship to the pandemic.

Moreover, the variety of programs available to residents were accompanied by various requirements of program funders. The various requirements of myriad funding streams created difficulty for program staff and participants alike. Participants reported that clients often had difficulty assembling all of the required documentation. Said one participant, "And so the biggest barrier is that virtually no one is ever prepared to document their life in paper format." Some suggested it might be up to 90 days before a client could assemble the required documentation to demonstrate need.

The concern around complexity was raised for both eviction prevention programs (especially the City of Dallas program) and rental assistance programs. Complex rules around either demonstrating that financial impact was COVID-related or demonstrating income and other financial information presented a significant barrier to participation. Several programs used a standard of "COVID-impacted" to qualify program participants, but program staff lamented the lack of a clear operational definition of COVID-impact. Program staff noted that protections like the CARES Act moratorium were complicated even for their trained legal staff to employ. They noted that provisions of the CDC Moratorium were even

more complex and that conflicting guidance left most Justice courts not enforcing its provisions. The conflicting guidance arose when the CDC extended their order until June 30. The Texas Supreme Court failed to extend its thirty-fourth emergency order, which implemented the CDC and CARES act guidance.

Program staff also identified geographic complications related to program execution. The variety of funding sources layered various residency restrictions on program participants. While the principal funding source was often the same, the dollars administered by programs were provided by different government agencies (e.g., multiple cities providing grant funds to the same agencies for distribution). The net effect was a requirement for the non-profit service partner to identify a participant's residency, then identify whether funds for that location were available and whether the participant could provide the required documentation.

Non-profit partners with access to less restricted funds (often from private sources) employed self-certification to expedite getting help to program participants. In self-certification, participants state that they meet program requirements. Minimal documentation may be collected but not as onerous as is often required by other programs.

Program staff also suggested that the way funding was let down by funders added a layer of complexity. In North Texas, many non-profit partners were funded through a collaborative mechanism. A government intermediary (e.g., the City of Dallas) made a funding award to the collaborative, that distributed funds to the various partners. Many intermediaries, however, would not release additional funds to one collaborative member until all members of the collaborative had expended a percentage of funds. This resulted in some organizations having funds but no clients to spend them, while others had clients but had exhausted their funds.

In summary, complexities around both eviction and rental-assistance programs arose from three primary sources:

1. Restrictions associated with the fund or policy source (e.g., CDC, CARES Act, and the like);
2. Restrictions associated with the grant recipient intermediary (often local city and county governments); and,
3. Restrictions associated with the program and fiscal policies of the non-profit agency execution partners.

Lack of Integrated Systems

Participants lamented the lack of an integrated system to provide systematic intake or care coordination. While non-profit organizations played a pivotal role in speeding aid to those in need, the result of this move was the creation of multiple points of entry into the system. Each partner managed their independent intake process, and tenants found themselves needing to apply at multiple locations in the hope of finding aid. As noted above, the variety of programs and agencies had different program and documentation requirements. Moreover, they also had varying response times and response mechanisms. Because of the onslaught of calls for assistance, many systems were overwhelmed; program participants wound up leaving voicemail messages on multiple systems. Many participants identified a need for navigators—program staff trained to help clients sort their way through the processes of finding help. While individual non-profits would continue to provide direct services, a centralized intake service staffed with navigators could direct clients to the proper organization to meet their needs.

The lack of integration also left smaller non-profits on unequal footing compared to their larger peers. Many smaller organizations lacked the requisite business systems to implement programmatic requirements at scale and were often unable to access the same volume of funds as larger organizations. Often, it is these smaller organizations who have credibility with community members in marginalized populations. Their inability to extend program services to community members who trust them leaves many vulnerable families at risk.

Voluntary Participation of Landlords

A commonality among many rental assistance and eviction prevention programs is the participation of the landlord. The Dallas eviction Ordinance, for instance, requires that landlords accept tenant-provided documentation of COVID-impact. Program staff reported that often, landlords would delay or outright reject the documentation provided by tenants, thereby minimizing their protection.

As the protection programs continued to evolve, the role of the landlords changed. In early weeks, differing guidance from the courts resulted in divergent policies across courts. Later, systems evolved that required landlords to certify that their property was not covered under the CARES Act or CDC programs. Often, though, these statements were not verified by court personnel. Since most defendants were unaware of the protections or how to assert their rights, they also did not check these addresses for potential coverage. Facing an extended period of no rental income, program staff suggested that some landlords moved aggressively to non-rent-based eviction causes, allowing them to proceed with an eviction regardless of property status.

All in all, program staff felt that rental assistance programs were more attractive to landlords since they guaranteed some rental income. They found that landlords were more compliant with providing the necessary documentation to support these cases over moratorium-based programs.

Lack of Communication and Awareness

Program staff also noted a significant gap in many client's understanding of their rights under the various programs. Often, these clients would not engage with a service provider until after receiving a notice of eviction. Program staff noted that this was often too late for them to provide meaningful assistance. Some potential clients had already left their homes before they reached out

for help, leaving them with little recourse. They noted that when clients did reach out in time, the policy protections provided relief.

Program staff suggested that many tenants who fall behind in rent often have other complications in life, such as other financial hardships, the loss of employment, illness or injury, or a lack of stable employment. Many of these clients lack self-advocacy skills and often accept eviction notices without any awareness of their rights. Said one program staff member, “what I’ve learned over the last year of administering some of these programs is that we need more education just across the board, no matter of income status, of what you need to have documented and ready to go, because our world constantly changes.” Staff suggested that navigators, as outlined above, might be positioned to help clients before their situation becomes so dire.

“What I’ve learned over the last year of administering some of these programs is that we need more education just across the board, no matter of income status, of what you need to have documented and ready to go, because our world constantly changes.”

Lack of Clear Policy Guidance for Courts

Program staff engaged in legal representation identified an evident weakness in the policy guidance provided to local courts. Training provided to court staff and judicial officers varies. This is further complicated by the various jurisdictions that Justice courts represent. Local ordinances, such as the Dallas Ordinance, impact courtrooms that hear cases from many other cities. In the

wake of the financial crisis brought on by the pandemic and the resulting wave of eviction cases, this lack of clear and consistent guidance means that many who are entitled to protection are falling through the cracks.

One staff member noted that “the original Supreme Court moratorium [Texas Supreme Court Emergency Order 4] started in late March and ended May 15 [2021]. That’s the only thing that happened on the state level that actually. . . stopped all evictions.” Other protections, including the Dallas Ordinance, the CDC Moratorium, and the CARES Act, introduced complications to an already complicated legal proceeding. The Texas Justice Court Training Center, housed at Texas State University, provides a central training hub for justices of the peace in Texas. Their COVID court information resource, for example, identified four different interpretations of the CDC Moratorium order (Texas Justice Court Training Center, 2021b). These interpretations are briefly summarized as follows:

- The CDC order is not binding on courts absent instruction or implementing rules from the Texas Supreme Court, but the court may take it under advisement (the position of the Justice Court Training Center);
- The CDC order is binding without implementing rules and should preclude the filing of evictions on covered tenants (the position of legal aid organizations);
- The CDC order is unconstitutional and invalid (the position of the Texas Apartment Association); and,
- Any court may apply the CDC order under the Texas Supreme Court 36th Emergency Order (a position held by several organizations, Texas Justice Court Training Center, 2021b; See also Thirty-Sixth Emergency Order Regarding the COVID-19 State of Disaster, 2021).

As one might imagine, this interpretation left individual justice courts free to apply the CDC order in various ways, each with starkly different outcomes for tenants. One legal aid staff member

¹ The Fourth Emergency Order suspended evictions through April 19, 2020. The Ninth Emergency Order extended that delay to April 30, 2020. Emergency Order 12 extended that delay through May 18, 2020. Eviction proceedings were allowed to resume on May 19, 2020 (see Appendix A).

reported the net result was justice courts leaving the CDC interpretation to be determined under appeal to a court of record. To appeal, a tenant must post one month's rent in secure escrow, essentially barring them from access to the protections afforded by the CDC moratorium. The training center even provided a sample form for landlords to request that justice courts proceed with an eviction case previously abated, acknowledging that they may face civil and criminal liabilities for proceeding (Texas Justice Court Training Center, 2021a). As this report was going to press, a judge from the U.S. District Court for the District of Columbia ruled that the CDC lacks the authority to issue such a moratorium, meaning a continued flurry of activity in an attempt to get solid guidance (Arnold, 2021).

Policy guidance regarding the CARES Act protections was also vague. For instance, the Justice Court Training Center's guidance on who is covered by the CARES Act notes that all tenants of a property in which some tenants are covered may also be covered. A section of their established guidance provides a clear example of the

need for clear policy guidance: "If a property has some tenants to which these programs apply, the CARES Act will likely cover all tenants at that property, according to its plain language. This interpretation is not universally accepted, with many advocates taking this position, while HUD [the U.S. Department of Housing and Urban Development] says that a 'market rate property' that accepts vouchers is only covered for the tenants using the vouchers" (Texas Justice Court Training Center, 2021b).

These ambiguities in policy guidance result in widely varied applications of legal protections; not only tenants but also court officials and non-profit service providers are left wondering precisely who is protected, where they are protected, and for how long. Legal interpretations often arise from settled case law after litigation. These policies were hastily written and swiftly implemented; the resulting ambiguities have not been litigated yet (though, in the case of the CDC moratorium, litigation is forthcoming). There is no clear policy guidance to provide.

Conclusion

Before to the pandemic, more than thirty thousand households each year faced the challenge of eviction in Dallas County. Even amid the unprecedented public health threats and economic distress, more than fifteen thousand households faced eviction.

Our quantitative and qualitative analyses suggest that the Dallas Eviction Ordinance, the CARES Act, the CDC Moratorium, and multiple iterations of the Texas Supreme Court Emergency Orders impacted the number of eviction filings. However, because so many interventions took place over such a small time period, it is difficult to attribute the change to a specific policy intervention. The situation is further complicated by the physical closing of the court and the issuance of stay-at-home orders and states of emergency. Our focus group with practitioners and policy-makers revealed the complex backstory to these

myriad protections. They painted a picture of an overly complicated entanglement of policies and programs accompanied by a lack of clear guidance and implementation. The result for tenants is that most aren't aware of the protections to which they are entitled. Those who do know have difficulty accessing them, and those who access them find varying degrees of support among elements of the judicial system.

The plight of the financially unstable during the pandemic has cast a bright light onto a system that has allowed those in need to fall through the cracks. As we revisit the protections implemented during the pandemic, it is imperative that we do so with an eye toward equity and justice for all parties involved.

References

- Arnold, C. (2021, May 5). Judge Strikes Down Federal Eviction Moratorium, Setting Up High-Stakes Appeal. NPR.Org. <https://www.npr.org/2021/05/05/993973765/judge-strikes-down-federal- eviction-moratorium-setting-up-high-stakes-appeal>
- CARES Act Tenant Protections in TX. (n.d.). CARES Act Tenant Protections in TX. Retrieved April 15, 2021, from <https://www.arcgis.com/apps/Nearby/index.html?appid=1932f764d9254e9ebc-28258d74cc8cbb>
- City of Dallas. (n.d.). COVID-19 EVICTION FACTS. Retrieved May 10, 2021, from <https://dallascityhall.com:443/departments/fairhousing/Pages/COVID-19-EVICTION-FACTS.aspx>
- An Ordinance Providing for a COVID Notice of Possible Eviction by Residential Landlords Before a Notice to Vacate a Residential Tenancy Due to the COVID-19 Pandemic, Pub. L. No. 31521, Dallas City Code (2020).
- Fifteenth Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9066 (Supreme Court of Texas May 14, 2020).
- First Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9042 (Supreme Court of Texas March 13, 2020).
- Fourth Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9045 (Supreme Court of Texas March 19, 2020).
- Mccarty, M., & Perl, L. (2021). Federal Eviction Moratoriums in Response to the COVID-19 Pandemic (Insight No. IN11516). Congressional Research Service.
- National Low Income Housing Coalition. (2020, June 22). Federal Moratoriums. National Low Income Housing Coalition. <https://nlihc.org/federal-moratoriums>
- Ninth Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9052 (Supreme Court of Texas April 6, 2020).
- Order Regarding Eviction Court Proceedings Under the COVID-19 State of Emergency, (Justice of the Peace Courts Dallas Texas March 18, 2020).
- Texas Justice Court Training Center. (2021a, April 6). Request to Proceed with Previously-Abated Case. Texas Justice Court Training Center. [https://gato-docs.its.txstate.edu/jcr:cad0808d-a6bb-4b4a-8100-6a36f1587edc/Request%20to%20Proceed%20With%20Previously-Abated%20Case%20\(CDC%20Moratorium\).docx](https://gato-docs.its.txstate.edu/jcr:cad0808d-a6bb-4b4a-8100-6a36f1587edc/Request%20to%20Proceed%20With%20Previously-Abated%20Case%20(CDC%20Moratorium).docx)
- Texas Justice Court Training Center. (2021b, April 12). Coronavirus Updates, Information, and Resources. Texas Justice Court Training Center; Texas State University. [//www.tjctc.org/coronavirus.html](http://www.tjctc.org/coronavirus.html)
- Thirtieth Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9147 (Supreme Court of Texas December 14, 2020).
- Thirty-Fifth Emergency Order Regarding the COVID-19 State of Disaster, No. 21-9015 (Supreme Court of Texas February 11, 2021).
- Thirty-First Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9151 (Supreme Court of Texas December 22, 2020).Thirty-Sixth Emergency Order Regarding the COVID-19 State of Disaster, No. 21-9026 (Supreme Court of Texas March 5, 2021).
- Thirty-Fourth Emergency Order Regarding the COVID-19 State of Disaster, No. 21-9011 (Supreme Court of Texas January 29, 2021).

Thirty-Second Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9161 (Supreme Court of Texas December 29, 2020).

Thirty-Seventh Emergency Order Regarding the COVID-19 State of Disaster, No. 21-9050 (Supreme Court of Texas April 28, 2021).

Thirty-Sixth Emergency Order Regarding the COVID-19 State of Disaster, No. 21-9026 (Supreme Court of Texas March 5, 2021).

Twelfth Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9059 (Supreme Court of Texas April 27, 2020).

Twentieth Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9086 (Supreme Court of Texas July 21, 2020).

Twenty-Eighth Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9134 (Supreme Court of Texas November 9, 2020).

Twenty-Fifth Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9109 (Supreme Court of Texas September 17, 2020).

Twenty-Fourth Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9097 (Supreme Court of Texas August 21, 2020).

Twenty-Seventh Emergency Order Regarding the COVID-19 State of Disaster, No. 20-9113 (Supreme Court of Texas September 25, 2020).U. S. Census Bureau. (2020). 2019 American Community Survey 1-year estimates table B25003.

Appendix A. Summary of Texas Supreme Court Emergency Orders

From March 13, 2020, through April 28, 2021, the Supreme Court of Texas issued 16 Emergency Orders that directly or indirectly modified court handling of evictions. The list below is an attempt to summarize the implication of each order on the eviction process.

Emergency Order 1

March 13, 2020 – Docket 20-9042

Allows modification of procedure in light of the COVID pandemic, subject only to constitutional limitations. Expires May 8, 2020 (First Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 4

March 19, 2020 – Docket 20-9045

This is the first emergency order covering evictions. No trial, hearing, or other proceedings can be held until after April 19, 2020. Writs may issue, but will not be enforceable until after April 26, 2020. The order expires April 19, 2020 (Fourth Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 9

April 6, 2020 – Docket 20-9052

This emergency order supersedes Emergency Order 4. No eviction trial or proceeding may occur until after April 30, 2020. Writs may issue, but are not enforceable until after May 7, 2020. New cases may be filed, but service may not occur until after April 30, 2020. The order expires on April 30, 2020 (Ninth Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 12

April 27, 2020 – Docket 20-9059

This emergency order extends all deadlines in several emergency orders, including Emergency Order 9. For eviction cases, no trial or proceeding may be conducted until after May 18, 2020. Writs may issue, but are not enforceable until after May 25, 2020. New filings may be accepted, but may not be served until after May 18, 2020. The order expires June 1, 2020 (Twelfth Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 15

May 14, 2020 – Docket 20-9066

This emergency order reopens the eviction process beginning on May 19, 2020. Eviction proceedings may resume on May 19, 2020, and writs may be executed on May 26, 2020. This order also institutes a requirement that, for evictions filed between March 27, 2020, and July 25, 2020, the description of the facts required by Texas Rule of Civil Procedure must include a statement that the premises are not subject to the CARES Act. The order expires July 25, 2020 (Fifteenth Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Executive Order 20

July 21, 2020 – Docket 20-9086

This emergency order continues the CARES Act statement issued in Emergency Order 15, and adds to it the requirement that the statement also include 1) whether the plaintiff is a multi-family borrower in forbearance and 2) that the plaintiff has provided the tenant 30 days' notice. The order expires on August 24, 2020 (Twentieth Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 24

August 21, 2020 – 20-9097

This emergency order extends the CARES Act requirements enumerated in Emergency Order 20 through September 30, 2020. The order expires September 30, 2020 (Twenty-Fourth Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 25

September 17, 2020 – 20-9109

This emergency order extends the CARES Act requirements enumerated in Emergency Order 24, and adds a requirement for documentation of a defendant's request for coverage under the CDC Moratorium. It also requires that eviction notifications include a statement regarding the CDC Moratorium and a copy of the declaration form. The order expires on December 15, 2020 (Twenty-Fifth Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 27

September 25, 2020 – 20-9113

This emergency order establishes the Texas Eviction Diversion Program and requires sworn statement that plaintiff has reviewed the information about the program. It further requires that eviction notices include language about the program. If plaintiff and defendant both agree, it abates eviction for 60 days. Failure to file a motion to reinstate within 60 days means the case is dismissed with prejudice. It also requires the judge to discuss the program with the plaintiff and defendant at trial. The order was effective on October 12, 2020, for pilot counties and November 9 for all other counties. The order expires December 18, 2020 (Twenty-Seventh Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 28

November 9, 2020 – 20-9134

This emergency order renews the Texas Eviction Diversion Program introduced in Emergency Order 27. The order was effective on October 12 for

pilot counties that were signed up on or before October 12. For pilots after October 12, it's effective on the date prescribed by the Office of Court Administration. The order is effective for all other counties on January 1, 2021, and expires February 1, 2021 (Twenty-Eighth Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 30

December 14, 2020 – 20-9147

This emergency order extends the CARES Act and CDC Moratorium documentation requirements of Emergency Order 25 through December 31, 2020, when it expires (Thirtieth Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 31

December 22, 2020 – 20-9151

This order extends Emergency Order 28, continuing the Texas Eviction Diversion Program requirements through March 15, 2021, when it expires (Thirty-First Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 32

December 29, 2021 – 20-9161

This emergency order extends the CARES Act and CDC Moratorium documentation requirements through January 31, 2021 (Thirty-Second Emergency Order Regarding the COVID-19 State of Disaster, 2020).

Emergency Order 34

January 29, 2021 – 21-9011

This emergency order extends Emergency Order 32's requirements for CARES Act and CDC Documentation through March 31, 2021, when it expires (Thirty-Fourth Emergency Order Regarding the COVID-19 State of Disaster, 2021).

Emergency Order 35

February 11, 2021 - 21-9015

This emergency order extends Emergency Order 31's Texas Eviction Diversion Program through May 12, 2021, when it expires (Thirty-Fifth Emergency Order Regarding the COVID-19 State of Disaster, 2021).

Emergency Order 37

April 28, 2021 - 21-9050

This emergency order extends the provisions of Emergency Order 35, effectively extending the Texas Eviction Diversion Program through July 27, 2021 (Thirty-Seventh Emergency Order Regarding the COVID-19 State of Disaster, 2021).

Appendix B. City of Dallas Eviction Ordinance

ORDINANCE NO. 31521

An ordinance providing for a COVID notice of possible eviction by residential landlords before a notice to vacate a residential tenancy due to the COVID-19 pandemic; creating a COVID hardship notice for tenants; creating an offense; providing a penalty not to exceed \$500; and providing an effective date.

WHEREAS, on March 12, 2020, the Mayor of the City of Dallas issued a Declaration of Local Disaster that allows the city to take measures to reduce the possibility of exposures to COVID-19 and promote the health and safety of Dallas residents; and

WHEREAS, on March 13, 2020, Governor Abbott issued a declaration of State of Disaster to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of Texans; and

WHEREAS, the COVID-19 virus is contagious and spreads through person-to-person contact, especially in group settings; and

WHEREAS, on March 15, 2020, the Centers for Disease Control and Prevention ("CDC") recommended the organizers (whether groups or individuals) cancel or postpone in-person events that consist of 50 people or more throughout the United States; and

WHEREAS, on March 16, 2020, President Trump acknowledged the gravity of the COVID-19 Pandemic, releasing strict guidelines to limit people's interactions, including that Americans should avoid groups of more than 10 people; and

WHEREAS, on March 19, 2020, Governor Abbott issued Executive Order GA-08 Relating to COVID-19 Preparedness and Mitigation taking certain actions to minimize the exposure to COVID-19; and

31521

WHEREAS, Mayor Eric Johnson has issued several emergency regulations to combat the spread of COVID-19 and obtain health information needed to identify the extent of COVID-19 infections and hospital bed, ICU and ventilator capabilities; and

WHEREAS, in order to comply with federal guidance, Governor Abbott's Executive Orders, and the City's Emergency Regulations, and to avoid person-to-person contact, individuals may be unable to work and may incur COVID-19 related expenses, which may impact a tenant's ability to pay rent, fees, or other charges associated with the tenant's lease; and

WHEREAS, County Judge Clay Jenkins has issued orders advising the Dallas County Justices of the Peace to suspend eviction hearings and writs of possession for a minimum of 60 days from April 8, 2020, to prevent renters from being displaced; and

WHEREAS, the Texas Supreme Court has issued orders delaying or suspending certain proceedings related to eviction lawsuits through April 30, 2020, and May 7, 2020; and

WHEREAS, it is found that if a landlord provides a COVID notice of possible eviction, a tenant will have an opportunity to cure overdue rent, fees, or other charges associated with the tenant's lease, or to negotiate a modification to the lease before the tenant loses housing, which will reduce person-to-person contact with individuals outside of the tenant's household; and

WHEREAS, it is found that establishing a notice provision prior to evicting residential tenants during the COVID-19 Pandemic, will enable landlords and tenants to work collaboratively to permit tenants to remain in their homes while at the same time ensuring that landlords will maintain a level of revenue that will permit them to continue to provide housing options for tenants is a matter of public health, safety, and welfare and serves the public purpose of safeguarding all City of Dallas residents from the detriments of the COVID-19 Pandemic; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. DEFINITIONS.

(1) **COVID FINANCIAL IMPACT** means a substantial decrease in household income for a residential tenant related to COVID-19, due to business closure, loss of compensable hours of work or wages, layoffs, or substantial out-of-pocket medical expenses. A financial impact is "related to COVID-19" if it is caused by the COVID-19 Pandemic or any governmental response to the COVID-19 Pandemic, including complying with any public health orders or recommended guidance related to COVID-19 from local, state, or federal governmental authorities.

(2) **COVID HARDSHIP NOTICE** means a written objectively verifiable notice a tenant may provide to the tenant's landlord of the tenant's COVID financial impact, in the form of an email, text, letter, or any other form of written communication, evidencing any loss of income or increase in expenses, and a statement from the tenant that the loss of income or increase in expenses is due to financial impacts related to COVID-19.

(3) **COVID IMPACTED TENANT** means a person, or a member of a person's household, who is authorized by a lease to occupy residential property to the exclusion of others and suffers a COVID-19 financial impact and provides documentary proof to the tenant's landlord to that effect.

(4) **COVID NOTICE OF POSSIBLE EVICTION** means a notice to precede the statutory notice to vacate described in Texas Property Code Section 24.005 that a residential landlord shall send to a residential tenant notifying the tenant of the landlord's possible intent to evict for the tenant's non-payment of rent during the COVID-19 Pandemic.

(5) **LANDLORD** means a person who rents residential real property to a tenant. This term also includes an owner's agent.

(6) **NOTICE TO VACATE** means the statutory notice to vacate required by Texas Property Code Section 24.005 that must precede the filing of an eviction suit.

(7) **PERSON** means an individual, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal entity, but does not include the city.

(8) **TENANT** means a person who rents a residential real property from a landlord.

SECTION 2. NOTICE REQUIREMENTS.

(a) If a residential tenant fails to pay rent during the COVID-19 declared state or local disaster, a landlord shall give the tenant a COVID notice of possible eviction that notifies the tenant of the tenant's rent delinquency and provides the tenant the right to respond as described in Subsections (c) and (g)(5) below, which includes curing any delinquent payments, before giving a tenant a notice to vacate.

(b) If a COVID impacted tenant provides a COVID hardship notice to the landlord before receiving a COVID notice of possible eviction, and provides the objectively verifiable documentation described in Subsection (c) below, the landlord shall provide the tenant the right to respond as described in Subsection (g)(5) below, which includes curing any delinquent payments, before giving a tenant a notice to vacate. After receipt by the landlord, the notice and objectively verifiable documentation described in Subsection (c) will create a rebuttable presumption that a tenant is unable to pay the full rent due to financial impacts related to COVID-19.

(c) Within the minimum time period in Subsection (g)(5) below, the tenant shall provide the landlord with documentation or objectively verifiable information that the tenant is unable to pay rent due to a COVID-19 financial impact.

(d) If a landlord and tenant agree to the terms of a COVID-19 rental assistance program, and the tenant makes an application and is approved for participation in the COVID-19 rental assistance program, the landlord shall accept the program schedule for repayment and not take action on any eviction proceedings against the tenant instituted after the effective date of this ordinance, except for a breach of the lease other than due to a nonpayment of rent or fees, or as provided in Section 4 below. A landlord's acceptance can be shown either by delivery in writing by the landlord to the tenant, or by the tenant's receipt of notice from the COVID-19 rental assistance program of the landlord's agreement to participate in the COVID-19 rental assistance program on the tenant's behalf.

(e) If a tenant does not provide evidence of a COVID financial impact or a COVID hardship notice to the landlord, the landlord may pursue any enforcement action in accordance with state and local laws.

(f) If a tenant complies with Section 2(d) above, a landlord shall not send a notice to vacate except as provided for in Section 4 below.

(g) A COVID notice of possible eviction must be in writing substantially in the form attached to this ordinance as Exhibit A and include the following:

- (1) notice to the tenant of the tenant's rental delinquency with a request for a response from the tenant;
- (2) a statement that complies with Subsection (m);
- (3) a right for the COVID impacted tenant to respond, which includes curing any delinquent payments or providing a payment plan;
- (4) options for the tenant to resolve the rent delinquency, which may include:
 - (A) negotiating a payment plan directly with the landlord, and

31521

(B) referring a tenant to submit an application for rental assistance to a COVID-19 rental assistance program such as that provided for in the City of Dallas which can be accessed at <https://dallascityhall.com/departments/housing-neighborhood-revitalization/Pages/default.aspx>; and

(5) the minimum time period of 21 days to respond.

(h) Except as provided in this section, a COVID notice of possible eviction must be delivered to a tenant in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.

(i) As an alternative to the procedures in Subsection (h), a landlord may deliver a COVID notice of possible eviction by securely affixing to the outside entrance of the main entry door a sealed envelope that contains the COVID notice of possible eviction and on which is written the tenant's name, address, and in all capital letters, the words "IMPORTANT DOCUMENT" or substantially similar language and, not later than 5:00 p.m. of the same day, depositing in the mail in the same county in which the premises in question is located a copy of the COVID notice of possible eviction to the tenant if:

(1) the premises has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to affix the COVID notice of possible eviction to the inside of the main entry door; or

(2) the landlord reasonably believes that harm to any person would result from personal delivery to a tenant or a person residing at the premises or from personal delivery to the premises by affixing the COVID notice of possible eviction to the inside of the main entry door.

(j) A COVID notice of possible eviction is considered delivered under Subsection (i) on the date the envelope is affixed to the outside of the door and is deposited in the mail, regardless of the date the COVID notice of possible eviction is received.

(k) A COVID impacted tenant who responds to a COVID notice of possible eviction within the time period described in Subsection (g)(5) has 60 days from the date of receipt of the COVID notice of possible eviction to enter a payment plan, apply for rental assistance, or make other plans for curing delinquent rent.

(l) A COVID impacted tenant who provides the tenant's landlord with a COVID hardship notice before the landlord sending a COVID notice of possible eviction, has 60 days from the date of sending the COVID hardship notice to enter a payment plan, apply for rental assistance, or make other plans for curing delinquent rent.

(m) The statement described in Subsection (g) must:

(1) be in 16-point font, bold typeface, and underlined;

31521

(2) be placed at the top of the first page of the COVID notice of possible eviction in English and Spanish; and

(3) include the following text:

“THIS NOTICE IS TO PROVIDE YOU WITH AN OPPORTUNITY TO PAY DELINQUENT RENTS INCURRED WHILE THERE IS A STATE OF DISASTER BECAUSE OF THE COVID-19 PANDEMIC TO AVOID EVICTION. YOU DO NOT HAVE TO MOVE WHEN YOU GET THIS NOTICE BUT YOU MAY HAVE TO MOVE IF YOU AND YOUR LANDLORD DO NOT WORK OUT AN AGREEMENT REGARDING THE PAYMENT OF DELINQUENT RENT. THIS NOTICE DOES NOT EXCUSE YOUR OBLIGATION TO PAY AND YOU CAN BE EVICTED IF YOU FAIL TO PAY AS REQUIRED UNDER THE LEASE. YOU ARE REQUESTED TO DISCUSS THIS NOTICE WITH YOUR LANDLORD AS SOON AS POSSIBLE BUT NO LATER THAN 21 DAYS FROM WHEN YOU RECEIVE THIS NOTICE.”

(n) A notice to vacate that is given before the expiration of the time periods provided in Subsections (g)(5), (k), or (l) of this section has no legal effect.

SECTION 3. NO EXCUSE FROM THE PAYMENT OF RENT OR FEES.

Nothing in this ordinance should be construed as relieving a tenant from the requirement to pay rent or fees under a lease.

SECTION 4. EVICTIONS DUE TO BREACHES OF THE LEASE OTHER THAN NONPAYMENT OF RENT OR FEES; IMMINENT THREAT OF PHYSICAL HARM; OR CRIMINAL ACTIVITY.

The requirement to send a COVID notice of possible eviction does not apply to the case where a landlord initiates eviction proceedings against a tenant, members of the tenant's household, or guests who (1) breach the terms of the lease other than due to nonpayment of rent or fees; (2) pose an imminent threat of physical harm to any person, including children and elders within the same household as well as the landlord's employees or management representatives; or (3) engage in any criminal activity including abatable crime and squatting, and the reason is stated in the notice to vacate as the grounds for the eviction.

SECTION 5. VOLUNTARY MEDIATION.

The city encourages landlords and tenants to utilize mediation to attempt to resolve disputes that may arise between them that they cannot resolve themselves. Mediation is a process where an impartial mediator facilitates a settlement conference between the parties so that they can discuss ways to resolve their differences. This section does not impose a mandatory requirement that landlords and tenants participate in mediation. However, landlords and tenants are encouraged to utilize mediation as a potential means to resolve their disputes while this ordinance is in effect. Landlords and tenants should take advantage of no cost or low-cost mediators to help reduce costs to both the landlord and the tenant.

31521

SECTION 6. OFFENSE AND PENALTY.

(a) A person who knows of facts that provide a tenant with an affirmative defense to eviction under this ordinance, and who nonetheless in bad faith endeavors to evict a tenant commits an offense punishable by a fine not to exceed \$500.

(b) It is a defense to prosecution that a landlord or property owner initiates eviction proceedings for any tenant, members of the tenant's household, or guests if they pose an imminent threat of (1) physical harm to any person, including children and elders within the same household as well as the landlord's employees, or management representatives or (2) any criminal activity including abatable crime and squatting.

SECTION 7. EXPIRATION.

This ordinance expires on the later of the termination of the Governor's declared state of disaster due to the COVID-19 Pandemic or the Mayor's declared state of local disaster due to the COVID-19 Pandemic.

SECTION 8. SAVINGS.

That any notice given or act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced on or after the effective date of this ordinance or before the amendment or repeal of this ordinance, or part thereof, shall not be affected or impaired by amendment or repeal of this ordinance, or part thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if this ordinance, should it be amended or repealed, or part thereof, had remained in force.

SECTION 9. EFFECTIVE DATE.

That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained and shall not apply to any eviction proceedings instituted prior to the effective date of this ordinance, including any notice to vacate given prior to the effective date of this ordinance.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO, City Attorney

By 
Assistant City Attorney

Passed APR 22 2020

31521
Exhibit A**COVID NOTICE OF POSSIBLE EVICTION**

THIS NOTICE IS TO PROVIDE YOU WITH AN OPPORTUNITY TO PAY DELINQUENT RENTS INCURRED WHILE THERE IS A STATE OF DISASTER BECAUSE OF THE COVID-19 PANDEMIC TO AVOID EVICTION. YOU DO NOT HAVE TO MOVE WHEN YOU GET THIS NOTICE BUT YOU MAY HAVE TO MOVE IF YOU AND YOUR LANDLORD DO NOT WORK OUT AN AGREEMENT REGARDING THE PAYMENT OF DELINQUENT RENT. THIS NOTICE DOES NOT EXCUSE YOUR OBLIGATION TO PAY AND YOU CAN BE EVICTED IF YOU FAIL TO PAY AS REQUIRED UNDER THE LEASE. YOU ARE REQUESTED TO DISCUSS THIS NOTICE WITH YOUR LANDLORD AS SOON AS POSSIBLE BUT NO LATER THAN 21 DAYS FROM WHEN YOU RECEIVE THIS NOTICE.

You are in default for not paying your rent as required in your lease.

You should contact your landlord and immediately attempt to work out a payment plan or lease modification in order to stay in your residence. If you have not responded within 21 days of this notice, Landlord can proceed with a Notice to vacate and file an eviction proceeding to remove the residents from the subject property.

If you are in default because of financial hardship caused by COVID-19, and you can provide verifiable documentation to your landlord, your response to this notice could give you up to 60 days before an eviction will be filed. However, you are responsible for full payment of all rents through this time unless and until you negotiate a binding agreement with your landlord.

You may also apply for rental assistance to help you pay the required rent from any local, state, federal, or nonprofit organization who may be offering assistance during this COVID-19 pandemic and beyond.

Please note that the landlord may still institute eviction proceedings immediately if you, members of your household or guests pose an immediate threat or physical harm to any person or engage in criminal activity.

Please do not ignore this notice as your failure to respond may result in the landlord sending a Notice to Vacate requesting you to vacate the premises, followed by a judicial action before the Justice of the Peace to evict you.

31521

200647

This notice was served by: (check one):

mail

hand delivery to a person over 16 years of age answering the door

affixing the notice to the inside of the main entry door

affixing the notice to the outside of the main entry door and mailing notice

On _____ (date) by _____ (signature of person delivering notice).

Witness: _____ (signature of person witnessing delivery).



The Institute for
Urban Policy Research
at The University of Texas at Dallas

800 West Campbell Road, WT20
Richardson, Texas 75080-3021

(972)883-5430 voice (972)883-5431 facsimile

Visit us on the Web! <http://iupr.utdallas.edu>

