

# General Procedures for Filing an Eviction for Non-Payment of Rent

Justice of the Peace, Pct. 1  
200 S. Crockett, Sherman, TX 75090  
(903) 813-4346 main (903) 893-9264 fax  
Hours of Operation: 8:00 A.M. – 4:30 P.M. Monday - Friday

1. The tenant must have already failed to pay the rent as agreed. The Landlord cannot refuse to accept rent and thereafter claim rent was not paid.
2. The landlord must deliver a written “**Notice to Vacate**” or “**Demand for Possession**” naming each occupant the landlord seeks to evict from the premises. The notice must give the reason for demanding possession. The written notice must give the tenant time to vacate voluntarily. The time to vacate in the notice must be at least (3) three days, unless the landlord and tenant have agreed to a greater or lesser than three day time period in a written lease or agreement.
3. Delivery of the notice must be accomplished by one of the following methods:
  - A. **Handed to a tenant in person.** (Or anyone living at the premise that is at least 16 years old.)
  - B. **Mailed to the tenant** (if mailed the landlord must wait an additional (2) two days to allow for delivery of mail before filing for eviction.)
  - C. **Attached to the inside of the main entry door.**
4. After the notice is delivered, wait until after the notice period expires, then go to the Justice of the Peace Court in the precinct where the property is located to file a written “**sworn complaint**” for eviction. The court will determine who has a greater right to possession of the property. Forms for filings are available online or at the Justice Court Office.

(Sample wording for the “Notice to Vacate for Non-Payment of Rent)

Dear \_\_\_\_\_, (Name all Tenants)

Today is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**The rent has not been paid. I demand possession of my rental property. This is a notice that you vacate the premises by \_\_\_\_\_, 20\_\_\_\_ or I will file an eviction suit with a Justice of the Peace Court.**

\_\_\_\_\_, (Landlord)

**Official Department of Defense Servicemembers Civil Relief Act (website):**

**<https://scra.dmdc.osd.mil/> When it says “There is a problem with this websites Certificate” click on “continue to this website”. THIS WEBSITE IS FREE OF CHARGE!!! You do not need to pay for this information.**

Proper attire will be required for all hearings before the court.

Cost including service, one defendant: \$126.00. Cost for each additional defendant is \$80.00. Writ of Possession is \$155.00.

**IF YOU WISH TO INTRODUCE ANY WRITTEN EVIDENCE, YOU MUST PROVIDE COPIES OF EACH DOCUMENT TO THE COURT AND THE OPPOSING PARTY.**

\_\_\_\_\_  
*Plaintiff(s)/Landlord(s) (Actual Landlord)*  
\_\_\_\_\_  
v.  
\_\_\_\_\_  
*List all Defendant(s)/Tenant(s) for which eviction is sought*  
\_\_\_\_\_

§ **In the Justice Court**  
§  
§ **Precinct 1, Place 1**  
§  
§ **County of Grayson**  
§  
§ **State of Texas**

**COMPLAINT for EVICTION**

**Monthly rent amount is:** \_\_\_\_\_

*(For all addresses, you **MUST** include number, street, apartment number, city, state, & zip code.)*

**Plaintiff**, being duly sworn on oath, files this written complaint against the above named Defendant(s) to evict Defendant(s) from Plaintiff's premises, which is located in Justice of the Peace Precinct 1 of Grayson County and which is **described as:**

**Plaintiff** requests service of citation by personal service at the previously described premises or by alternate service, if necessary, under Rule 742 or 742a.

Any work or **other known addresses** for the Defendant(s) known to Plaintiff are as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Plaintiff and Defendant(s) have established a **landlord tenant** relationship by: *(check one)*  a written lease or agreement,  an oral agreement,  occupancy after foreclosure sale,  occupancy after contract for deed default,  *(other)* \_\_\_\_\_

**Grounds for eviction** are: *(check)*  non-payment of rent,  holding over,  non-rent default by *(describe default)* \_\_\_\_\_

Written **notice to vacate** for the grounds stated above was delivered to Defendant(s) at the above described premises on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, *(check)*  in person to the tenant(s).  in person to an occupant at least sixteen years of age.  by mail.  by affixing to the **inside** of the main entry door.

*(other)* \_\_\_\_\_

Thereafter Defendant(s) failed to surrender possession of the above described premises by the date specified in the **notice to vacate** thereby committing a **forcible detainer**.

**Plaintiff requests** judgment for Plaintiff(s) against Defendant(s) for possession of the above described premises, for writ of possession, plus \$ \_\_\_\_\_ rent due through today and reasonable attorney fees, if any, in the amount of \$ \_\_\_\_\_, plus all costs of court, plus post-judgment interest at the highest legal rate.

I give my consent for the answer and any other motions or pleadings to be sent to my email address which is: \_\_\_\_\_

**Defendant/Tenant Information:**

DL# \_\_\_\_\_  
D.O.B. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
SEX \_\_\_\_\_  
RACE \_\_\_\_\_

**X** \_\_\_\_\_  
*Landlord, Landlord's authorized Agent, or Landlord's Attorney*  
*(if Attorney) Bar Card Number* \_\_\_\_\_  
Address \_\_\_\_\_  
Phone (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

**SWORN to and SUSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*(Seal)*

*(Notary or Clerk of Court)* \_\_\_\_\_

# 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)

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.

<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>_____</p> <p>Defendant(s): _____</p> <p>_____</p> <p>_____</p> <p>[Attach additional page as necessary to list all parties]</p>
<p><b>3. Indicate case type, or identify the most important issue in the case (select only 1):</b></p>	
<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 \$10,000, 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 \$10,000, 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 \$10,000, 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 \$10,000, excluding statutory interest and court costs but including attorney fees, if any.</p>

AFFIDAVIT OF NON-MILITARY STATUS

DOCKET NO. \_\_\_\_\_

AFFIDAVIT  
50 USC Sec 520

Plaintiff being duly sworn on oath deposes\* and says that defendant(s) is (are)

(CHECK ONE)

- not in the military
- not on active duty in the military and/or
- not in a foreign country on military service
- on active military duty and/or is subject to the Servicemembers Civil Relief Act of 2003
- has waived his/her rights under the Servicemembers Civil Relief Act of 2003
- military status is unknown at this time

\_\_\_\_\_  
PLAINTIFF

(Select the applicable title under signature for the jurat below)

Subscribed and sworn to before me on the the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY/CLERK/JUDGE

\_\_\_\_\_ Notary public in and for the State of Texas

\_\_\_\_\_ Clerk of the Justice Court

\_\_\_\_\_ Judge of the Justice Court

\_\_\_\_\_  
SEAL

\*Penalty for making or using false affidavit – a person who makes or uses an affidavit knowing it to be false, shall be fined as provided in Title 18, United States Code, or imprisoned for not more than one year or both.

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

\_\_\_\_\_  
PLAINTIFF

§  
§  
§  
§  
§  
§

STATE OF TEXAS

v.

PRECINCT NO. 1

\_\_\_\_\_  
DEFENDANT

GRAYSON 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 plaintiff (select the one that applies):  is  is not  
a "multifamily borrower" currently under forbearance under Section 4023 of the CARES Act.
- d. 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."
- e. 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.*

**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).



## EVICTIION SUIT PROCEDURE

Limit of the Court is \$10,000.00

The Judge CANNOT discuss this case with you prior to the hearing. The Clerks CANNOT give you legal advice or advise you on any legal questions. If you have legal questions, you must consult an attorney or legal aid at 800-906-3045.

Website for legal help or to look for an attorney:

**Texasbar.com**

Under “helpful Resources” click on “free consumer legal information”

### WRIT OF POSSESSION:

This instrument directs the Constable or Sheriff to take possession of the property and turn it over to you. **Writ of Possession is \$150.00 service and \$5.00 filing fee for a total of \$155.00.** After fees are paid in full, the Writ will be turned over to the appropriate Constable or Sheriff for execution of service. You may contact the Constable by phone (903-813-4342) or email ([wadec@co.grayson.tx.us](mailto:wadec@co.grayson.tx.us)) for any questions concerning the Writ after it has been posted.

**ANY PORTION OF THE HOUR BEYOND 2 HOURS : AN ADDITIONAL FEE OF \$35.00 PER HOUR OR PORTION IS DUE.**

**OFFICER DOES NOT PHYSICALLY REMOVE ANY PROPERTY FROM THE PREMISES. THE LANDLORD IS RESPONSIBLE FOR REMOVAL.**

**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**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. ***Each adult listed on the lease, rental agreement, or housing contract should complete this declaration.*** Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment.

***This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information. I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct:***

- I have used best efforts to obtain all available government assistance for rent or housing;
- 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 I.R.S., or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- 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;
- 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;
- 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.
- 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.
- 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.

\_\_\_\_\_  
Signature of Declarant

\_\_\_\_\_  
Date

“Available government assistance” means any governmental rental or housing payment benefits available to the individual or any household member

An “extraordinary” medical expense is any unreimbursed medical expense likely to exceed 7.5% of one’s adjusted gross income for the year.

“Available housing” means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.



## 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 INELIGIBLE</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 INELIGIBLE 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.

# JUSTICE OF THE PEACE, PCT 1

## Cases filed against “Vulnerable Populations”

As we prepare to reopen the Courts, we want to make sure to protect our Constituents, Staff and especially our vulnerable citizens.

Vulnerable individuals are those over age 65 and individuals with serious underlying health conditions, such as high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune systems are compromised such as by chemotherapy for cancer or other conditions requiring such therapy.

If you have a trial date set on a case, and fall into the “Vulnerable Population”, and do not wish to appear in person, you may contact the Court, so that additional arrangements can be made.

If you appear in Court for your hearing, the Court is requiring that all individuals abide by the CDC’s recommendations of Social Distancing. You will also be required to wear a mask or cloth face covering, while in the Courtroom. Hand sanitizer will also be available at the entrance to the Courtroom.

If you have any symptoms, or have been in close contact with anyone who has Covid 19, please contact the court, before your appearance date.

All litigants entering the Courtroom, will be screened for COVID 19.

You may contact the Court at: 903-813-4346.