

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

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT _____
	§	
_____	§	
DEFENDANT	§	_____ COUNTY, TEXAS

**PETITION – EVICTION CASE (WITH TEDP/CDC AFFIDAVIT)**

**COMPLAINT:** Plaintiff hereby sues the following Defendant(s): \_\_\_\_\_

\_\_\_\_\_

for eviction from Plaintiff's premises (including storerooms and parking areas) located in the above precinct. The address of the property is:

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

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

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

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

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

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

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VERIFICATION OF COMPLIANCE WITH SECTION 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 this eviction case. 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:

*(Please identify whether the property has a federally backed 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, please state whether or not: (1) the property is a Low Income Housing Tax Credit (LIHTC) property, (2) the property is federally subsidized under any HUD program, or (3) the property leases to persons with Section 8 vouchers.)*

c. I verify that I have reviewed the information about the Texas Eviction Diversion Program,

## COURT NOTIFICATION TO PARTIES ON TEXAS EVICTION DIVERSION PROGRAM (TEDP)

A program called the Texas Eviction Diversion Program has been created that may be helpful to both parties in eviction cases where the eviction is for nonpayment of rent. There are certain eligibility requirements, including that neither the landlord nor the tenant are receiving federal housing assistance, that the tenant's household income is 200% or less of the poverty level, and that the tenant's ability to pay rent has been impacted by COVID-19. TDHCA will ultimately determine if the case is eligible, and can also assist with referring cases not eligible for this program to other sources of rental assistance.

If your case is eligible for the program, rental assistance will be provided for up to fifteen months of back or future rent. This benefits both parties. The landlord will receive rental payments that they are otherwise not receiving. The tenant gets the benefit of staying in the residence and avoiding months of rent becoming due all at once when the current pause on nonpayment evictions ends. Also, eviction case records are confidential if participating in the program, which can be very beneficial in securing future housing.

If both parties agree to participate, the court will pause this case for 60 days. If the program does not work to resolve the issue, the landlord may request in writing to resume the case, including sending a copy of that request to the tenant. The court will then issue a written order resuming the case as long as there is not a moratorium order in effect at that time that requires the court to keep the case paused. If there is a moratorium in effect at that time, the eviction case will resume once the moratorium no longer applies.

If no request is made to resume the case within the 60 day period, the case will be dismissed and the records will remain confidential.

For more information on the program, please see <http://txcourts.gov/programs-services/eviction-diversion-program/>, including the informational brochure, and <https://www.tdhca.state.tx.us/TEDP.htm>.

CARES Act  
Public Law 116-136

**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).