



# *Eviction Ordinance*

## Question & Answer Sheet

The Dallas City Council passed an ordinance to give residential tenants time to make arrangements for the payment of rent because of the loss of wages or medical expenses because of the COVID-19 Pandemic.

### **Q: What is the purpose of the Eviction Ordinance?**

Answer: The purpose of the Eviction Ordinance is to enable residential landlords and tenants to work collaboratively in a way that will allow tenants who are negatively impacted by COVID-19 and unable to pay their rent to remain in their homes while the tenant works with their landlord for the payment of rent and at the same time ensuring a way for landlords to secure a rent payment plan that will permit the landlord to continue to provide housing to impacted tenants.

### **Q: What protections does the Eviction Ordinance provide?**

Answer: During the time when the Ordinance is in effect, before a landlord sends a notice to vacate to any residential tenant that fails to pay rent, the landlord must first send the tenant a COVID Notice of Possible Eviction (Notice) notifying the tenant of tenant's unpaid rent, requesting the tenant to respond within 21 days (*response period*) to provide documentation or verifiable information that the tenant is unable to pay rent due to a negative COVID-19 financial impact, and providing the tenant with some repayment options to avoid eviction. Tenants who provide documentary proof of their negative COVID-19 financial impact within the response period will then have 60 days from the date of the Notice to work with their landlord to enter a payment plan, apply for rental assistance, or make other plans to cure the delinquent rent. During the workout period, a landlord is prohibited from sending a tenant a notice to vacate to evict the tenant.

Additionally, a tenant may send a notice by email, text, letter, or other form of written communication of their negative COVID-19 financial hardship ("COVID Hardship Notice"). If a tenant sends a COVID Hardship Notice before their landlord sends a COVID Notice of Possible Eviction, the tenant will also get 21 days to provide documentary proof, and if they do so within the 21 days, the tenant will have 60 days from the date of the COVID Hardship Notice to work out a rent payment plan, apply for rental assistance, or make other plans to cure the delinquent rent.

### **Q: Who qualifies for protection under the Eviction Ordinance?**

Answer: All residential tenants who fail to pay rent while the Ordinance is in effect are protected from their landlord's eviction action for unpaid rent until at least 21 days from the date they receive a COVID Notice of Possible Eviction from their landlord; or from the date they send their landlord a COVID Hardship Notice. Once a landlord sends a COVID Notice of Possible Eviction, then only those tenants who respond within the 21-day response period will be protected from eviction for 60 days from the date the tenant received the COVID Notice of Possible Eviction. Tenants who fail to respond as required are

not protected from their landlord's eviction actions and may receive a Notice to Vacate.

**Q: Can a landlord verbally evict a tenant who is unable to pay rent or late fees if that tenant is impacted by COVID-19?**

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Answer: No, under the Ordinance, a landlord must send a tenant a COVID Notice of Possible Eviction notifying the tenant of their delinquency and requesting a response from the tenant.

**Q: What information is provided in the COVID Notice of Possible Eviction to a Tenant seeking protection under the Eviction Ordinance?**

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Answer: A COVID Notice of Possible Eviction issued to a tenant must inform the tenant in writing of the following:

- the tenant's delinquency in paying rent
- a request for a response from the tenant
- the tenant's right to respond to the Notice within 21 days
- options for the tenant to work out an agreement with their landlord which may include a referral to the tenant to seek rental assistance
- that the tenant is not excused from paying rent pursuant to their lease contract

**Q: Are there delivery requirements the landlord must comply with to issue the COVID Notice of Possible Eviction?**

Answer: Landlords must deliver the COVID Notice of Possible Eviction to a COVID impacted tenant either in person or by U.S. mail to the tenant's residence. Notices delivered by mail may be sent by:

- (a) Regular mail
- (b) Registered mail
- (c) Certified mail (*return receipt requested*)

Notices delivered in person may be by the following means:

- (a) Personal delivery to the tenant or any person 16 years or older
- (b) Affixing the notice to the inside of the main entry door
- (c) If the landlord does not have access to the premises, by affixing the notice to the outside entrance of the main entry door of the premises in a sealed envelope with the words "IMPORTANT DOCUMENT," and depositing the notice in the mail not later than 5:00 pm the same day the notice is affixed to the outside entrance of the premises.

**Q: What action is a tenant required to take in order to avoid eviction actions being taken by their landlord during the Ordinance period?**

Answer: Tenants who are unable to pay rent due to COVID-19 and want to avoid eviction actions by their landlord must respond to the COVID Notice of Possible Eviction (or send a COVID Hardship Notice) and provide their Landlord with "**objectively verifiable documentation**" within the 21-day response period.

**Q: Does a COVID impacted tenant have to wait to receive the COVID Notice of Possible Eviction first before contacting their landlord about their financial difficulty?**

Answer: No. Once a tenant becomes aware of their COVID related financial difficulty or hardship, the tenant can contact their landlord by email, text, letter, or other form of written communication and inform their landlord of their negative COVID financial impact. Once the landlord receives notice, the tenant will have 21 days from the date of the COVID Hardship Notice to provide their landlord with documentation or objectively verifiable information that the tenant is unable to pay rent due to a negative COVID-19 financial impact.

**Q: What options are available for a COVID impacted tenant to resolve their rent payment delinquency?**

Answer: A landlord's COVID Notice of Possible Eviction must include options for the tenant to resolve the rent delinquency and these options may include: negotiating a payment plan directly with the landlord and referring the tenant to submit an application for rental assistance to a COVID-19 rental assistance program such as that provided in the City of Dallas which can be accessed at <https://dallascityhall.com/departments/housing-neighborhood-revitalization/Pages/default.aspx>. A tenant should contact their landlord as soon as possible to make arrangements to correct the situation to pay the landlord all monies owed pursuant to the lease contract.

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**Q: Once the landlord and COVID impacted tenant enter into an agreement to resolve the delinquency, can the Landlord continue to have the tenant evicted?**

Answer: During the time the Ordinance is in effect, once a landlord enters into an agreement with a COVID impacted tenant, a Notice to Vacate sent by the landlord before the 60 day period from the date of the COVID Notice of Possible Eviction or COVID Hardship Notice shall have no legal effect to evict a tenant. After the 60-day period, if a tenant does not follow the terms of the agreement, the landlord can proceed to eviction for non-payment of rent. The Eviction Ordinance does not relieve the tenant's obligation to pay rent under the terms of the lease.

**Q: Does the Eviction Ordinance apply to all types of eviction actions under a lease agreement?**

Answer: No. The Eviction Ordinance only applies to residential tenancies and the requirement on the landlord to send a COVID notice of possible eviction. It does not apply to evictions 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.

**Q: Does the Eviction Ordinance allow the COVID impacted tenant to avoid having to pay any rent during the COVID-19 crisis?**

Answer: The Eviction Ordinance does NOT excuse or relieve a tenant from the requirement to pay rent or fees under a lease.

**Q: What happens if the landlord fails to comply with the Eviction Ordinance?**

Answer: A Violation of the Ordinance is an offense punishable by a fine not to exceed \$ 500.

**Q: Is this Eviction Ordinance adopted to remain indefinitely?**

Answer: No. The Ordinance expires on the later of the Governor's termination of the State of Disaster due to COVID-19 or the City of Dallas Mayor's termination of the State of Local Disaster due to COVID-19.

