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Travis County Justices of the Peace

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**FOURTEENTH MODIFICATION OF STANDING ORDER REGARDING
CORONAVIRUS DISEASE (COVID-19) MITIGATION TO ALL TRAVIS COUNTY
JUSTICES OF THE PEACE (JUSTICE COURTS) (Order No. 17)**

1. The Justices of the Peace in Travis County issue this order pursuant by the authority granted by law, by all emergency orders regarding the COVID-19 state of disaster issued by the Supreme Court of Texas and Court of Criminal Appeals of Texas, and any applicable federal laws and orders. The Travis County Justices of the Peace issue the following order to avoid risk to court staff, parties, attorneys, jurors, and the public in regards to COVID-19.
2. This order supplements all previous COVID-19 related standing orders from the Travis County Justices of the Peace.
3. Due to the continued COVID-19 disaster declarations by the federal, state, and Travis County governments; the number of COVID-19 cases in the Austin-Travis County area; relevant gubernatorial executive orders; relevant Travis County Judge's Orders; the relevant Supreme Court of Texas emergency orders, the Justices of the Peace in Travis County find it necessary to order:
 - a. Effective October 15, 2021 and until after December 31, 2021, a trial under Texas Rules of Civil Procedure 510.7 in a residential eviction case is automatically abated until after December 31, 2021 if:
 - i. The grounds for eviction are solely for non-payment of rent and meet the requirements of (A) and (B):
 - A. The defendant's/tenant's portion of the monthly rent of the premises is less than \$2,475.00 a month, and

- B. It is alleged that the tenant owes an amount of rent less than the total of two (2) months rent.
 - C. All other eviction cases may proceed to trial.
 - D. A Justice Court can set an abated eviction case for pretrial to discuss the Texas Eviction Diversion Program, handle matters that may be dispositive as a matter of law, or any other pretrial matter in the opinion of the Justice Court.
- b. A party must request, for an eviction case that is abated under this order, had been abated under this order, or had been abated under a previous order, to set the case for trial under Texas Rules of Civil Procedure 510.7 if the circumstances for the abatement no longer apply.
 - i. If a party does not make the request, then the Justice Court may continue to not set the case for trial until a request is made.
 - ii. If it appears that the circumstances for the abatement no longer apply, a Justice Court may send notice to the parties in an eviction case that does not have a trial setting that the parties have 10 days from the date of the notice to request a trial setting or else the case will be dismissed for want of prosecution. After the 10th day if no request for a trial setting has been made then the Justice Court may dismiss the case for want of prosecution.
- c. If a plaintiff/landlord has certified by sworn affidavit/unsworn declaration under penalty of perjury that the plaintiff/landlord has exhausted all Rental Assistance Remedies, then the Justice Court will give priority to that case for a trial setting after the abatement from this order expires over residential eviction cases that had not certified by sworn affidavit/unsworn declaration under penalty of perjury that the plaintiff/landlord has exhausted all Rental Assistance Remedies.
 - i. “Rental Assistance Remedies” means the rental assistance programs: Texas Rent Relief Program by the State, Travis County Emergency Rental Assistance Program (ERAP), or City of Austin’s Relief of Emergency Needs for Tenants (RENT).
 - ii. “Exhausted” means that all applications for all available Rental Assistance Remedies have been denied.

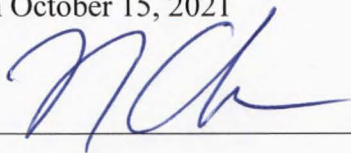
- iii. If the Justice Court finds that the plaintiff/landlord provided a false sworn affidavit/unsworn declaration under penalty of perjury that the plaintiff/landlord has exhausted all Rental Assistance Remedies, then the Justice Court may issue any appropriate sanction for the false statement, including dismissal of the case with prejudice.
 - d. For residential eviction cases heard after October 1, 2020, if a Justice Court finds that the plaintiff/landlord has alleged grounds for the eviction case other than non-payment of rent/housing payments as a pretext to circumvent paragraph 3 of this order or past orders, the Justice Court shall abate or dismiss the case. The Justice Court may also sanction the plaintiff/landlord or its agents for the pretextual filing.
4. In any action for eviction to recover possession of residential property under Chapter 24 of the Texas Property Code and Rule 510 of the Texas Rules of Civil Procedure:
- a. A sworn original, amended, or supplemental petition containing “a description of the facts and grounds for eviction” required by Texas Rule of Civil Procedure 510.3(a)(2) must state whether or not:
 - i. The premises are a “covered dwelling” subject to Section 4024 of the CARES Act;
 - ii. The plaintiff/landlord has provided the defendant with 30 days’ notice to vacate under Sect 4024(c) of the CARES Act;
 - iii. The premises are a property securing an FHA-insured Single Family mortgage;
 - iv. The landlord has exhausted all available Rental Assistance Remedies as defined in paragraph 3(b)(i)(B) of this order;
 - v. That either the landlord or tenant is not eligible for any Rental Assistance Remedies as defined in paragraph 3(c)(i) of this order;
 - vi. That the landlord has a pending application for any Rental Assistance Remedies as defined in paragraph 3(c)(i);
 - vii. The premises are subject to a homestead exemption and the name on the homestead exemption matches the plaintiff/landlord’s name;

- viii. The premises are in the City of Austin and if in the City of Austin whether a notice of proposed eviction was given prior to the issuance of a notice to vacate consistent the Austin municipal ordinance for unpaid rent eviction cases.
- b. Plaintiffs/landlords in all residential eviction cases are required to file with the Justice Court, and serve on the defendants/tenants, a sworn affidavit/or unsworn declaration under penalty of perjury verifying the information required in paragraph 4a if that information is not apparent in the sworn original petition.
 - i. A Justice Court may dismiss without prejudice due to an insufficient pleading, any eviction case covered under paragraph 4 after the Justice Court has provided notice to both parties that the information required in paragraph 4 is potentially missing and giving the plaintiff/landlord at least 14 days to cure the pleading.
 - ii. Filing with the Justice Court a sworn affidavit/or unsworn declaration under penalty of perjury to verify the information required in paragraph 4a, and serving it on the defendant/tenant, will be sufficient to meet the requirements imposed by paragraph 4a and 4b.
 - iii. Attached to this order is a sample sworn affidavit/or unsworn declaration under penalty of perjury to verify the information required in paragraph 4a, titled *Verification of Compliance with Local, State, and Federal Eviction Requirements*. If a plaintiff/landlord wishes to use another form to comply with this order, the substantive information contained in the sample must be contained in the plaintiff's form.
- c. Plaintiffs/landlords are required to include the last known phone number and email address (if email address is known to the plaintiff) of the defendant(s)/tenant(s) in the sworn original, amended, or supplemental petition. If no known phone number of the defendant(s) is known to the plaintiff/landlord then plaintiff/landlord must affirmatively state in the sworn pleading that no phone number is known. The same remedies as paragraph 4b of this order may be used in this provision.

5. This order does not diminish the Justices of the Peace's ability to continue to issue judgments, orders, and rulings by submission if already authorized by law to do so for non-eviction cases.
6. A Justice Court may require new filings to be limited to E-File (EFileTexas.gov) or to the Justice Court's designated filing email as noticed in each Justice Court's website.
7. Each Justice Court is authorized to limit building access to comply with any recommendations/orders from county public health officials regarding limiting the number of people in a public space or room, including but not limited to screening whether a person's business with the Justice Court falls into court business and limiting the hours a Justice Court is open to the public. If a justice court limits the hours it is open to the public, notice of such limitations shall be posted on the Justice Court's official website and at its main entrance.
8. This order is in effect October 15, 2021 except as otherwise stated herein, and shall remain in effect until modified/rescinded by the Travis County Justices of the Peace. The time periods in this order may be extended in a subsequent order if required.

The undersigned Justice of the Peace has the necessary authority and authorization to sign this order on behalf of the five Justices of the Peace in Travis County. All Justices of the Peace in Travis County approve this order: Judges Yvonne Williams, Randall Slagle, Sylvia Holmes, Raúl González, and Nicholas Chu

Signed on October 15, 2021



Judge Nicholas Chu

On behalf of the Justices of the Peace in Travis County, TX



Verification of Compliance with Local, State, and Federal Eviction Requirements (4 pages) sample document is attached to this order.

CAUSE NO. _____

PLAINTIFF

v.

DEFENDANT

§
§
§
§
§
§

JUSTICE OF THE PEACE

PRECINCT NO. _____

TRAVIS COUNTY, TEXAS

VERIFICATION OF COMPLIANCE WITH LOCAL, STATE, AND FEDERAL EVICTION REQUIREMENTS

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 the premises (select the one that applies): ☐ **is** ☐ **is not** a property securing an FHA-insured Single Family mortgage.

- 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) of the CARES Act. A copy of the notice is attached to the petition for eviction.

☐ **has not** provided the 30 days’ notice, because the property is not a “covered dwelling.”

- e. I verify that I ☐ **have** ☐ **have not** reviewed the information about the Texas Eviction Diversion Program, found at www.txcourts.gov/eviction-diversion.

- f. I verify that at the time of filing the petition for eviction (check all that apply)
"Rental Assistance Remedies" means the rental assistance programs: Texas Rent Relief Program by the State, Travis County Emergency Rental Assistance Program (ERAP), or City of Austin's Relief of Emergency Needs for Tenants (RENT). "Exhausted" means that all applications for all available Rental Assistance Remedies have been denied or are still pending after 45 days from the date of application.
- ☐ The landlord has a pending application for Rental Assistance Remedies
- ☐ The landlord has exhausted all available Rental Assistance Remedies
- ☐ Either the landlord or tenant is not eligible for any Rental Assistance Remedies
- ☐ The premises are subject to a homestead exemption and the name on the homestead exemption matches the plaintiff/landlord's name
- ☐ I have provided the last known phone number and email address (if known to the plaintiff/landlord) of the defendant(s)/tenant(s) on the petition for eviction; or
- ☐ I affirm no phone number is known for defendant(s) /tenant(s.)
- g. I verify that the premises (check all that apply)
- ☐ **are** in the City of Austin and the grounds for eviction are for non-payment of rent. A "Notice of Proposed Eviction" was given prior to the issuance of a notice to vacate consistent with the Austin municipal ordinance and a copy of this notice, along with the notice to vacate, are attached to the petition for eviction
- ☐ **are** in the City of Austin but no "Notice of Proposed Eviction" was required
- ☐ **are not** in the City of Austin

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

Plaintiff must serve this affidavit to all other parties (including Defendant(s)) in accordance with TRCP 501.4.

CERTIFICATE OF SERVICE

I certify that a copy of this document was provided to all other parties (including Defendant(s)) via the following method(s) (check all that apply):

☐ First Class Mail to: _____ Date: _____
☐ Certified Mail, Return Receipt Requested to: _____
 CMRRR Number: _____ Date: _____
☐ Email to: _____ Date: _____
☐ Fax to: (_____) _____ - _____ Date: _____
☐ Hand Delivery to: (name) _____ Date: _____
☐ Other (explain): _____ Date: _____

Print Name

Signature

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).