



COVID-19 Eviction Q and A

<p>What is an Eviction?</p>	<p>Eviction is the legal process by which a landlord can remove a tenant and other occupants from the leased premises to regain possession after a tenant default.</p> <p>The eviction process in Texas is known as forcible entry and detainer or forcible detainer.</p>
<p>Is a Notice to Vacate the same as an eviction notice?</p>	<p>A Notice to Vacate is a notice that a tenant needs to vacate the unit. It is the first step in the eviction process, but it is not an eviction. By comparison, an eviction is a court order to vacate the unit.</p>
<p>Is the City of Laredo prohibiting landlords from evicting tenant for non-payment of rent due to circumstances caused by COVID-19?</p>	<p>Yes. The City of Laredo’s Amended COVID-19 Public Emergency Order, issued on May 20th, provides eviction protection for tenants that meet the requirements stated in the Order.</p>
<p>What is the purpose of the eviction prohibition?</p>	<p>The purpose of the eviction prohibition 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.</p>
<p>What protections does the eviction prohibition provide?</p>	<p>A landlord is prohibited from evicting a tenant for non-payment of rent during the time throughout the COVID-19 Declaration of Emergency if the tenant is able to provide the Landlord with evidence of his or her inability to pay rent due to circumstances related to a “COVID-19 Financial Impact.”</p>

<p>What is a COVID-19 Financial Impact?</p>	<p>A COVID-19 Financial Impact means a substantial decrease in household income for a residential tenant related to COVID-19, due to business closure or layoff.</p> <p>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 recommend guidance related to COVID-19 from local, state, or federal governmental authorities.</p>
<p>Who qualifies for protection under the eviction prohibition?</p>	<p>All residential tenants who fail to pay rent while the COVID-19 Declaration of Emergency is in effect are protected from their landlord's eviction action for unpaid rent if the tenant is able to provide the Landlord with verifiable evidence of a COVID-19 financial impact within 5 days of receiving a Notice to Evict.</p>
<p>What if I am unable to provide verifiable evidence that I suffered a COVID-19 Financial Impact?</p>	<p>If a tenant does not provide verifiable evidence of a COVID-19 Financial Impact to the Landlord within 5 days of receiving a Notice to Evict, the Landlord may pursue any enforceable action in accordance with state and local laws, including a forcible detainer.</p>
<p>Does the eviction prohibition apply to all types of eviction actions under a lease agreement?</p>	<p>No. 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; (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; (4) fail to comply with material obligations in the lease; (5) or stay in the unit after the end of the lease term.</p>

<p>Does the eviction prohibition allow the COVID-19 impacted tenant to avoid having to pay any rent during the COVID-19 Declaration of Emergency?</p>	<p>No. The eviction prohibition does not excuse or relieve a tenant from the requirement to pay rent or fees under a lease agreement.</p>
<p>Are there any other laws that can protect me from getting evicted?</p>	<p>Yes. To aid individuals and businesses harmed by the pandemic, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act. CARES Act Section 4024(b) prohibits landlords of certain rental “covered dwellings” from initiating eviction proceedings or “charging fees, penalties, or other charges” against a tenant for the nonpayment of rent. These protections extend for 120 days from enactment (March 27, 2020).</p>
<p>Does the CARES Act apply to me?</p>	<p>It depends. The CARES Act’s eviction protections only apply to “covered dwellings,” which are rental units in properties: (1) that participate in federal assistance programs, (2) are subject to a “federally backed mortgage loan,” or (3) are subject to a “federally backed multifamily mortgage loan.”</p>