

ORDER NO. 20211015-035

DCC RECEIVED AT  
OCT 15 '21 PM 1:54

BY

THE MAYOR OF THE CITY OF AUSTIN

**WHEREAS**, on March 6, 2020, a Declaration of Local Disaster was issued to allow the City of Austin to take measures to reduce the possibility of exposure to COVID-19 (also referred to as the pandemic) and promote the health and safety of Austin residents; and

**WHEREAS**, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Greg Abbott due to the COVID-19 pandemic and has since issued numerous Executive Orders related to the pandemic, including Executive Orders GA-29 on July 2, 2020, GA-31 on September 17, 2020, and GA-32 on October 7, 2020; and

**WHEREAS**, the COVID-19 virus is contagious and spreads through person-to-person contact, especially in group settings; and

**WHEREAS**, beginning on March 26, 2020, Mayor Steve Adler issued Order Nos. 20200326-008, 20200507-010, 20200724-18, 20200815-19, 20200930-20, 20201217-022, 20210128-025, 20210330-028; 20210430-029; 20210527-30, and 20210730-031 that prohibited certain actions by landlords in order to reduce the spread of COVID-19 and to decrease opportunities for person-to-person contact; and

**WHEREAS**, on March 27, 2020, President Trump signed the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) (Public Law 116-136) that provides forbearance opportunities for property owners with a federally backed mortgage loan or federally backed multi-family mortgage loan; and

**WHEREAS**, on September 4, 2020, the Centers for Disease Control (CDC) issued an order that prohibits residential evictions under certain circumstances ("CDC Order") effective through December 31, 2020 and thereafter extended the deadline through January 21, 2021, and requiring the filing of a declaration related to inability to pay rent; and

**WHEREAS**, on January 20, 2021, the CDC Department of Health and Human Services announced that it would extend the CDC Order, through at least March 31, 2021, and requiring the filing of a declaration related to inability to pay rent; and

**WHEREAS**, to comply with the Health Authority's recommendations and other COVID-related health protocols; and to avoid person-to-person contact, individuals may be unable to work, which will impact a tenant's ability to pay rent, fees, or other charges associated with the tenant's lease; and

**WHEREAS**, Austin City Council Resolution No. 20200917-062 (Resolution No. 20200917-062) recognized that the following industries: childcare, live-music venues, arts

venues, and restaurants/bars were among the industries first detrimentally impacted by the pandemic and are expected to be the last to recover from the pandemic; and

**WHEREAS**, the health and safety of individuals and recovery of the industries described in Resolution No. 20200917-062 are vital to Austin's recovery from the pandemic; and

**WHEREAS**, since the Declaration of Local Disaster was issued, the City has made or will make available approximately \$49,000,000 in rental assistance; and

**WHEREAS**, Austin-Travis County's overall COVID-19 positivity rate was 13.7% for the week ending July 24, 2021, and the Austin Metro Service Area's 7-day moving average of new hospital admissions is more than 40; and

**WHEREAS**, COVID-19 continues to menace the health of Austin residents and the Austin economy, and the local Health Authority has advised on the need for continued vigilance by individuals and Austin businesses in complying with health measures; and

**WHEREAS**, the local Health Authority continues to encourage people to stay home except when necessary, and to wear face coverings to provide for the safety of the public while businesses are reopening and when individuals are outside their household; and

**WHEREAS**, providing a notice to vacate, as the first step to an eviction proceeding, during the disaster period will destabilize the economy and will contribute to additional person-to-person contact; and

**WHEREAS**, removing a tenant's property or excluding a tenant during the disaster period will contribute to additional person-to-person contact.

**NOW THEREFORE, I, MAYOR OF THE CITY OF AUSTIN, PURSUANT TO THE AUTHORITY VESTED BY TEXAS GOVERNMENT CODE CHAPTER 418, HEREBY FIND AND ORDER:**

**SECTION 1.** That the findings and recitations set out in the preamble to this Order are found to be true and correct and they are hereby adopted by the Mayor and made a part hereof for all purposes; and that this Order supersedes Mayor's Order No. 20210730-031.

**SECTION 2.** Effective October 16, 2021 and continuing through October 31, 2021, unless terminated or modified by a subsequent order, the Mayor of the City of Austin deems it in the public interest to **PROHIBIT**, except as otherwise provided in this subsection, the issuance of Notices to Vacate for non-payment of rent to a: (i) residential tenant who fails to pay rent and the amount of the tenant's rent is \$2,475 or less per month or (ii) a commercial tenant. A landlord may issue a notice to vacate to a tenant described in this subsection if:

- (1) the actions of the tenant, or the tenant's household members, customers, employees, or guests, pose an imminent threat of (a) physical harm to the property owner, the property owner's employees, or other tenants, including other tenants within the

- household; (b) criminal activity; (c) property damage that interferes with the use a dwelling that is occupied by other tenants; or (d) willful destruction of property;
- (2) an insured casualty loss such as fire, smoke, hail, explosion, or a similar cause creates a condition that makes the residential premises totally unusable;
  - (3) the property at issue is the subject of a homestead exemption and the name on the homestead exemption matches the landlord's name; or
  - (4) the residential tenant owes an amount of rent that exceeds the total of three (3) months rent that was due on or after April 1, 2020, and, as declared on the Verification of Compliance (attached as Exhibit A), that:
    - (a) the landlord has exhausted (as defined in Section 7b) all available rental assistance remedies; or
    - (b) the landlord or tenant is not eligible for any rental assistance remedies; and
    - (c) the landlord notified the tenant that an application for rental assistance remedies was submitted within seven days from the date of application.

**SECTION 3.** Effective November 1, 2021 and continuing through November 30, 2021, unless terminated or modified by a subsequent order, the Mayor of the City of Austin deems it in the public interest to **PROHIBIT**, except as otherwise provided in this subsection, the issuance of Notices to Vacate for non-payment of rent to a: (i) residential tenant who fails to pay rent and the amount of the tenant's rent is \$2,475 or less per month or (ii) a commercial tenant. A landlord may issue a notice to vacate to a tenant described in this subsection if:

- (1) the actions of the tenant, or the tenant's household members, customers, employees, or guests, pose an imminent threat of (a) physical harm to the property owner, the property owner's employees, or other tenants, including other tenants within the household; (b) criminal activity; (c) property damage that interferes with the use a dwelling that is occupied by other tenants; or (d) willful destruction of property;
- (2) an insured casualty loss such as fire, smoke, hail, explosion, or a similar cause creates a condition that makes the residential premises totally unusable;
- (3) the property at issue is the subject of a homestead exemption and the name on the homestead exemption matches the landlord's name; or
- (4) the residential tenant owes an amount of rent that exceeds the total of one (1) month rent that was due on or after April 1, 2020, and, as declared on the Verification of Compliance (attached as Exhibit A), that:

- (a) the landlord has exhausted (as defined in Section 7b) all available rental assistance remedies; or
- (b) the landlord or tenant is not eligible for any rental assistance remedies; and
- (c) the landlord notified the tenant that an application for rental assistance remedies was submitted within seven days from the date of application.

**SECTION 4.** Effective December 1, 2021 and continuing through December 31, 2021, unless terminated or modified by a subsequent order, the Mayor of the City of Austin deems it in the public interest to **PROHIBIT**, except as otherwise provided in this subsection, the issuance of Notices to Vacate for non-payment of rent to a: (i) residential tenant who fails to pay rent and the amount of the tenant's rent is \$2,475 or less per month or (ii) a commercial tenant. A landlord may issue a notice to vacate to a tenant described in this subsection if:

- (1) the actions of the tenant, or the tenant's household members, customers, employees, or guests, pose an imminent threat of (a) physical harm to the property owner, the property owner's employees, or other tenants, including other tenants within the household; (b) criminal activity; (c) property damage that interferes with the use of a dwelling that is occupied by other tenants; or (d) willful destruction of property;
- (2) an insured casualty loss such as fire, smoke, hail, explosion, or a similar cause creates a condition that makes the residential premises totally unusable;
- (3) the property at issue is the subject of a homestead exemption and the name on the homestead exemption matches the landlord's name; or
- (4) the residential tenant owes rent that was due on or after April 1, 2020, and, as declared on the Verification of Compliance (attached as Exhibit A), that:
  - (a) the landlord has exhausted (as defined in Section 7c) all available rental assistance remedies; or
  - (b) the landlord or tenant is not eligible for any rental assistance remedies; and
  - (c) the landlord notified the tenant that an application for rental assistance remedies was submitted within seven days from the date of application.

**SECTION 5.** October 16, 2021 and continuing through December 31, 2021, unless terminated or modified by a subsequent order, the Mayor of the City of Austin deems it in the public interest to **PROHIBIT** the removal of property or exclusion of a tenant by a property owner in the manners described in the applicable sections of the Texas Property Code.

**SECTION 6.** October 16, 2021 and continuing through December 31, 2021, unless terminated or modified by a subsequent order, the Mayor of the City of Austin deems it in the public interest to **PROHIBIT** the seizure of a tenant's nonexempt property subject to a lien created under Texas Property Code Section 54.041.

**SECTION 7.** In this order,

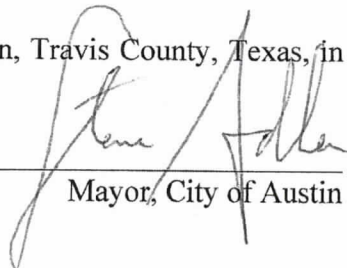
- a. **Commercial Tenant** means a tenant who operates a childcare business, live-music venue, arts venue, or restaurant/bar.
- b. **Exhausted** means between October 16, 2021 and November 30, 2021 that all applications for all available Rental Assistance Remedies have been denied or are still pending after 45 days as follows for named Rental Assistance Remedies:
  - (i) County's Emergency Rental Assistance Program (ERAP): Applications have been denied, are still pending 45 days from the email notice sent by the Travis County Emergency Rental Assistance Team confirming that the preliminary Landlord application has been received.
  - (ii) City of Austin's Relief of Emergency Needs for Tenants (RENT): Applications have been denied or are still pending after 45 days from the date of application.
  - (iii) State of Texas Rent Relief Program: Applications have been denied or are still pending after 45 days from the date of application.
- c. **Exhausted** means between December 1, 2021 and December 31, 2021 that all applications for all available Rental Assistance Remedies have been denied or are still pending after 28 days as follows for named Rental Assistance Remedies:
  - (i) County's Emergency Rental Assistance Program (ERAP): Applications have been denied, are still pending 28 days from the email notice sent by the Travis County Emergency Rental Assistance Team confirming that the preliminary Landlord application has been received.
  - (ii) City of Austin's Relief of Emergency Needs for Tenants (RENT): Applications have been denied or are still pending after 28 days from the date of application.
  - (iii) State of Texas Rent Relief Program: Applications have been denied or are still pending after 28 days from the date of application.
- d. **Issuance** means any method of providing notice authorized by Texas Property Code Section 24.005.

- e. **Notices to Vacate** means the notice to vacate required by Section 24.005 that must be provided prior to filing eviction suit.
- f. **Rent** means the amount due per rental pay period for a housing-related payment but does not include late fees, penalties, or other charges.
- g. **Rental Assistance Remedies** means the rental assistance programs: Texas Rent Relief Program by the State, Travis County Emergency Rental Assistance Program (ERAP), and City of Austin's Relief of Emergency Needs for Tenants (RENT).
- h. **Willful Destruction** means willfully damaging the dwelling unit or rental property.

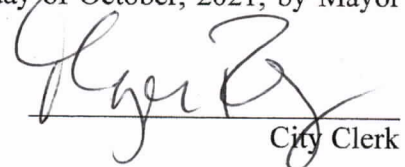
**SECTION 8.** That peace officers, City of Austin Code Department inspectors, and the Office of the Austin Fire Marshal, are hereby authorized to enforce this Order. A violation of this Order may be punishable through criminal enforcement. A person who violates this Order violates Austin City Code Section 2-6-24. A violation is a misdemeanor punishable by a fine not to exceed \$1,000. A violation of this Order may be enforced by the filing of a probable cause affidavit alleging the criminal violation with the appropriate court or by issuing a citation to the person violating, that contains written notice of the time and place the person must appear before a magistrate of this state, the name and address of the person charged, and the offense charged.

**SECTION 9.** The City of Austin will post this Order on its website. In addition, property owner who rents real property that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order at the rental property and to provide a copy to any member of the public asking for a copy. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remainder of this Order and its application.

**ORDERED** this the 15th day of October 2021, in the City of Austin, Travis County, Texas, in witness whereof I subscribe my name.

  
 \_\_\_\_\_  
 Mayor, City of Austin

Filed with me, the City Clerk of the City of Austin, this 15th day of October, 2021, by Mayor Steve Adler, whose signature I hereby attest under my hand.

  
 \_\_\_\_\_  
 City Clerk



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](http://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
  - 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).