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On Friday night, August 21, 2020, the Texas Supreme Court extended certain CARES ACT requirements through September 30th.

Summarizing the new changes with existing changes:

- 1) A 30 day Notice to Vacate is required on ALL Cares Act properties. Filings are allowed on Cares Act properties, but may not be filed until AFTER the 30 days on the Notice to Vacate have passed, which means August 25, 2020 would be the earliest possible date a Cares Act eviction could be filed. . This applies to all evictions based on non-payment of rent.
- 2) On every new eviction filing, CARES ACT or otherwise, a Cares Act affidavit is required.

Here is a link to detailed, comprehensive information on Coronavirus and its effect on the J.P. Courts: <https://www.tjctc.org/coronavirus.html>

THE EFFECT OF PRESIDENT TRUMP'S CARES ACT ON EVICTIONS/FORECLOSURE

The CARES Act was signed by President Trump on March 27, 2020, and took effect that same day. In short, it applies to all housing programs to which VAWA applies (public housing, project-based section 8, Housing Choice Vouchers, LIHTC, etc.) as well as the rural voucher program and properties with federally-backed mortgages (HUD, Fannie Mae, Freddie Mac; more detailed definitions are in that section). The effects include:

- No nonpayment evictions can be filed in any of these covered properties for 120 days from the effective date, which means until August 25.
- These covered properties may not charge late fees/other penalties for late payment during the 120-day period.

- The 30-day NTV requirement does not have an end date, and it is not limited to nonpayment cases. So other types of lease breaches during the 120-day period require a 30-day NTV, and all breaches (nonpayment and otherwise) after July 25 require a 30-day NTV. The federal eviction moratorium does not affect the following:
 - Eviction cases that were filed before March 27, 2020;
 - Eviction cases with purely private landlords with none of the funding described above; or - -
 - Eviction cases in which the grounds for eviction are alleged non-rent breaches.