

Memorandum



CITY OF DALLAS

DATE April 21, 2023

Honorable members of the Housing and Homelessness Solutions Committee: Casey Thomas (Chair), Jesse Moreno (Vice Chair), Carolyn King Arnold, Paula Blackmon, Cara Mendelsohn, Paul Ridley, Jaynie Schultz

SUBJECT **Draft Notice of Proposed Eviction and Fact Sheet**

On November 9, 2022, City Council approved the Notice of Proposed Eviction (Temporary NPE) intended as a temporary measure to replace the COVID Notice of Possible Eviction, which was implemented on April 22, 2020. The Temporary NPE provides information on tenants' rights to respond and cure delinquent rental payments before giving a tenant a notice to vacate. The Temporary NPE requires landlords to provide tenants with a 10-day notice of proposed eviction and requires tenants to participate in a qualified rental assistance program.

Per the direction of the City Council, the Offices of Equity and Inclusion (OEI) and Community Care (OCC) began engaging community to seek input about the Draft Notice of Proposed Eviction (Permanent NPE). Upon receiving input from City Council, City Staff sought to initiate engagement with internal and external stakeholders to assess whether there is a need to establish a permanent ordinance notice of proposed eviction to support housing stability efforts.

A collaborative effort with internal and external stakeholders including non-profits and other key stakeholders to seek input that was mutually beneficial to all parties.

Internal Engagement:

Throughout this process OEI and OCC met one-on-one with several key departments including the Department of Housing and Neighborhood Revitalization, Planning and Urban Design, and Office of Homeless Solutions. Community engagement began with internal staff, key stakeholders, and community members through various channels. Feedback, comments, questions and suggestions, have been provided via in-person and virtual meetings, email, and by phone.

External Engagement:

Key community stakeholders including but not limited to the Apartment Association of Greater Dallas (AAGD), the Dallas Eviction Advocacy Center (DEAC), the Eviction Prevention Taskforce, Legal Aid of NorthWest Texas (LANWT), the Texas Tenant Union (TTU), United Way of Greater Metropolitan Dallas, Child Poverty Action Lab, the Evictions Task Force. The City also hosted virtual and two in-person events that took place at the West Dallas Multipurpose Center and the Forest Green Branch Library.

Language Access and Community Engagement Data

Throughout the engagement process the City was intentional in surrounding language inclusivity to increase the reach of diverse voices from various communities. Some of the efforts include multilingual flyers (Amharic, Chinese, English, Korean, Spanish, Vietnamese) with options to join the virtual or in-person community engagement meetings. The flyers used to amplify the events were distributed via email, stakeholder distribution, social media, and at various community meetings and events. The offices of Equity and Inclusion and Community Care held meetings with a variety of community stakeholders including but not limited to the Apartment Association of Greater Dallas (AAGD), the Dallas Eviction Advocacy Center (DEAC), the Eviction Prevention Taskforce, Legal Aid of NorthWest Texas (LANWT), the Texas Tenant Union (TTU), United Way of Metropolitan Dallas (UWMD) and Child Poverty Action (CPAL). Finally, three community engagement events were hosted for the general public to provide feedback and insight. One meeting was virtual, and the two in-person meetings were held at West Dallas Multipurpose Center and the Forest Green Branch Library.

Highlights of the Permanent NPE

The Permanent NPE will replace the Temporary NPE when it is adopted. The Permanent NPE will support and encourage tenants and landlords to work collaboratively. Landlords will be required to provide tenants with the Permanent NPE and Tenants Rights and Responsibility Fact Sheet. The Permanent NPE provides tenants time to cure lease violations prior to initiating the eviction process via a Notice to Vacate. The Permanent NPE does not excuse the tenant of any requirement to pay rent or fees under a lease. The Fact Sheet will increase awareness and support tenants in understanding their rights and responsibilities. The ordinance will also help to prevent the loss of housing, while maintaining lease obligations. Under the Permanent NPE, tenants will not be required to participate in rental assistance programs, and a landlord shall provide a tenant a minimum of seven days to respond to the Permanent NPE. If the tenant responds, the landlord shall provide a tenant at least 20 days to cure lease violations. A notice of proposed eviction is limited to once for every lease term up to one year, and once annually for any lease terms in excess of one year. This Permanent NPE excludes any lease violations related to any criminal activity including abatable crime and squatting.

Draft Permanent NPE Feedback

Through the various forms of community engagement, there were various viewpoints related to the Permanent NPE, both pro and con. Some held the viewpoint that it was unnecessary or harmful to landlords, while others believed Permanent NPE and protections are insufficient to address the problem and do not go far enough. Overall, the following main themes emerged:

1. The language in the initial draft of the Permanent NPE included a time period to cure rental arrears. It provided 20 additional days for tenants responding to a Notice within 5 days of receipt and only 10 additional days for those responding 6 or 7 days after receipt. There was a near consensus amongst those providing

community feedback that this incentive model should be removed. Tenant advocates noted that removing the incentive period would be beneficial to tenants to simplify the process and make it easier to understand. Landlord advocates too, sought simplification, noting that the use of a standard and consistent number of days would enable them to integrate protections into their operations. They noted that the incentive period creates an additional documentation burden to prove not only that the tenant did or did not respond, but on which specific day.

2. Some community participants expressed concerns about potential unintended consequences to landlords and renters who timely pay rent (e.g., higher rent, higher security deposits, fiscal burden on landlords or impact of affordable housing units as smaller landlords may choose to relocate).
3. Several community participants expressed that the Permanent NPE is critically important to providing tenants with additional resources and time, yet as written is not strong enough to protect tenant rights. It was also stressed to keep the ordinance broader than non-payment, as there are other violations that are non-criminal that have been used to evict a tenant. It was suggested that the Permanent NPE also formalizes the process that some landlords are engaged with tenants such as payment plans or other processes to cure lease violations. It will help address major issues that tenants in the city are facing and will positively impact residents and lead to process that is more just and fair.
4. Community members provided feedback to improve the proposed Tenant Rights and Responsibility Fact Sheet. The recommended feedback included clarifying verbiage such as the term "CURE," adjusting the overall reading level of the Permanent NPE, and limiting the Fact Sheet to only reference eviction assistance resources. Additionally, there was feedback provided to limit the ordinance to only arrears violations.

In summary, the engagement process produced mixed feedback.

Staff have considered the data related to evictions in Dallas which has become more readily available during the COVID-19 pandemic to present-day. We now know the following:

- According to Texas Housers, rent in Texas is skyrocketing in many places and evictions are on the rise. It has been recommended that jurisdictions invest in measures that promote long term housing stability and justice, inclusive of eviction court reforms, strengthening tenants' rights, and new affordable housing.
- Evictions have long-lasting effects on college students impacting their education, job opportunities and potential earnings.
- Evictions disproportionately impact Hispanic, African American, and Native American residents.
- Evictions disproportionately impact residents who identify as female.
- During the COVID Notice of Possible Eviction, landlords filed on average 70% fewer evictions against Dallas College students.

- The COVID-19 pandemic continues to impact low-income families. The federal Emergency Rental Assistance (ERA) program was introduced to provide financial assistance to those households experiencing financial hardship.
- In 2021, ERA programs were available in Dallas, and funding assisted families to remain housed and prevent evictions and homelessness. The ERA's were significant given the impact that evictions have on individuals and families including financial, academic, and health, particularly amongst children.
- According to North Texas Eviction Project (Child Poverty Action Lab), during the period of January 1, 2021, through March 6, 2023, there were 73,755 evictions have been filled in Dallas County. Averaging about 159 filings per 1000 renters.
- The CARES Act requires landlords to provide a 30-day notice to tenants prior to an eviction for specific properties.

Based on the community feedback, data and Council input, staff recommends the following:

- Omit the incentive period. Shift the initial proposed language that incentivizes expeditious responses to cure rental arrears to reduce potential confusion and set a standard 20 days.
- Revise the Notice and Fact Sheet structurally to simplify legal language without sacrificing necessary information.
- The ordinance be made available to the public in commonly spoken languages: English, Spanish and Vietnamese.

The Offices of Equity and Inclusion and Community Care will continue to work collaboratively with the City Attorney's Office on next steps integrating the feedback from community meetings.

Should you have any questions, please do not hesitate to contact me or Dr. Lindsey Wilson, Director of the Office of Equity and Inclusion, at lindsey.wilson@dallas.gov or Jessica Galleshaw at, Office of Community Care, at jessica.galleshaw@dallas.gov



M. Elizabeth (Liz) Cedillo-Pereira
Assistant City Manager

c: T.C. Broadnax, City Manager
Tammy Palomino, Interim City Attorney
Mark Swann, City Auditor
Biliera Johnson, City Secretary
Preston Robinson, Administrative Judge
Kimberly Bizzor Tolbert, Deputy City Manager
Jon Fortune, Deputy City Manager

Majed A. Al-Ghafry, Assistant City Manager
Dr. Robert Perez, Assistant City Manager
Carl Simpson, Assistant City Manager
Jack Ireland, Chief Financial Officer
Genesis D. Gavino, Chief of Staff to the City Manager
Directors and Assistant Directors

4-18-23

ORDINANCE NO. _____

An ordinance amending Chapter 50, “Consumer Affairs,” of the Dallas City Code by amending Article II; providing a requirement that a landlord provide a tenant a notice of proposed eviction and a time period to respond to the notice and cure violations prior to providing a notice to vacate; providing a penalty not to exceed \$500; providing a saving clause; providing a severability clause; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That Article II, “Reserved,” of Chapter 50, “Consumer Affairs,” of the Dallas City Code is amended to read as follows:

“ARTICLE II.

EVICCTIONS [RESERVED].

SEC[S]. 50-5. DEFINITIONS.

(1) CURE means to correct the lease violation that may entitle the landlord to file an eviction suit.

(2) LANDLORD means a person who rents residential real properties to a tenant in the city of Dallas. This term also includes the owner, a sublessor, and the agent of an owner or sublessor of residential real property.

(3) MEDIATION means a process where an impartial mediator facilitates a settlement conference between the parties so that they can discuss ways to resolve their differences.

(4) NOTICE OF PROPOSED EVICTION means a notice of proposed eviction within the meaning of Texas Property Code Section 24.005(e), which notifies the tenant of the tenant’s lease violations and provides the tenant the right to respond and cure in compliance with the requirements found in Section 50-6 (Notice Requirements), before giving a tenant a notice to vacate.

(5) NOTICE TO VACATE means the statutory notice to vacate required by Texas Property Code Section 24.005 that must precede the filing of an eviction suit.

(6) PERSON means an individual, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal entity, but does not include the city.

(7) TENANT means a person, or a member of a person’s household, who is authorized by a lease to occupy residential property to the exclusion of others.

(8) LEASE VIOLATIONS means a default by the tenant under a provision of the lease, which if remained uncured may entitle the landlord to file an eviction suit under Texas Property Code § 24.005.

SEC. 50-6. NOTICE REQUIREMENTS.

(a) Except as provided in this section and Section 50-8, a landlord shall give a tenant a notice of proposed eviction prior to giving a tenant a notice to vacate.

(b) A notice of proposed eviction must be in writing and include the following:

(1) notice to the tenant of the lease violations that may result in an eviction;

(2) a request for a response to the notice of proposed eviction from the tenant;

(3) a statement that complies with Subsection (f) of this section;

(4) a right for the tenant to cure the lease violations described in the notice, including the minimum time to cure required under Section 50-7;

(5) the minimum time period of days to respond required under Section 50-7;
and

(6) the current Tenant’s Rights Fact Sheet produced by the Office of Equity and Inclusion which includes information on available rental assistance and legal assistance programs, and a summary and timeline of the full eviction process and is available on the city of Dallas website (<https://dallascityhall.com/departments/office-of-equity-and-inclusion/Fair-Housing/Pages/Permanent-Ordinance-Notice-of-Proposed-Eviction.aspx>).

(c) Except as provided in this section, a notice of proposed eviction must be delivered to a tenant in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or by affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, registered mail, or certified mail, return receipt requested, to the premises in question. If the landlord chooses to deliver the notice of proposed eviction by mail, the tenant has an additional five days to respond and to cure violation.

(d) As an alternative to the procedures in Subsection (c), a landlord may deliver a notice of proposed eviction by securely affixing to the outside entrance of the main entry door a sealed envelope that contains the notice of proposed eviction and on which is written the tenant’s name, address, and in all capital letters, the words “IMPORTANT DOCUMENT” or substantially similar language and, not later than 5:00 p.m. of the same day, depositing in the mail in the same county in which the premises in question is located, a copy of the notice of proposed eviction to the tenant if:

(1) the premises has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to affix the notice of proposed eviction to the inside of the main entry door; or

(2) the landlord reasonably believes that harm to any person would result from personal delivery to a tenant or a person residing at the premises or from personal delivery to the premises by affixing the notice of proposed eviction to the inside of the main entry door.

(e) A notice of proposed eviction is considered delivered under Subsection (d) on the date the envelope is affixed to the outside of the door and is deposited in the mail, regardless of the date the notice of proposed eviction is received.

(f) The statement described in Subsection (b) must:

(1) be in 16-point font, with bold typeface as indicated below;

(2) be placed at the top of the first page of the notice of proposed eviction in English, and as needed in one of the following languages: Amharic, Chinese, Korean, Spanish, or Vietnamese; and

(3) include the following text in English, and as needed in one of the following languages: Amharic, Chinese, Korean, Spanish, or Vietnamese:

“NOTICE OF PROPOSED EVICTION: This notice is to inform you of lease violations and to provide you with an opportunity to AVOID EVICTION.

YOU DO NOT HAVE TO MOVE WHEN YOU GET THIS NOTICE, but you may have to move if you and your landlord do not work out an agreement regarding the lease violations.

YOU ARE REQUESTED to discuss this notice with your landlord as soon as possible and to make an offer to cure no later than seven days from when you receive this notice.

IF YOU RESPOND IN WRITING TO YOUR LANDLORD WITHIN SEVEN DAYS AFTER RECEIPT OF THIS NOTICE WITH AN OFFER TO CURE THEN YOU HAVE AN ADDITIONAL 20 DAYS TO CURE YOUR LEASE VIOLATION.

IF YOU DO NOT RESPOND IN WRITING WITHIN SEVEN DAYS, EVICTION PROCEEDINGS MY BEGIN ON THE EIGHTH DAY.

Failure to contact your landlord may end the opportunity to correct and cure the lease violations. **THIS NOTICE DOES NOT EXCUSE YOUR OBLIGATIONS UNDER THE LEASE, including your obligation to pay, and you can be evicted if you fail to correct the lease violations.**

AMHARIC VERSION:

CHINESE VERSION:

KOREAN VERSION:

SPANISH VERSION:

VIETNAMESE VERSION:

”
—

(g) A notice to vacate that fails to comply with the requirements of this article or is given before the expiration of the time periods provided in Section 50-7 has no legal effect.

(h) A landlord is only required to provide a notice of proposed eviction once for every lease term up to one year, and annually for lease terms in excess of one year.

SEC. 50-7. TIME PERIOD TO RESPOND TO LANDLORD; TIME PERIOD TO CURE LEASE VIOLATIONS.

(a) A landlord shall provide a tenant seven days to respond to the notice of proposed eviction.

(b) A landlord must allow the tenant to respond to the notice of proposed eviction in writing, including by facsimile or electronic mail (i.e. email, text message/sms), a landlord established web portal, or the listed form of notice established in the lease or by the landlord used to communicate with tenants in the regular course of business activity.

(c) A landlord shall provide a tenant at least 20 days to cure lease violations if the tenant responds within seven days after receipt of notice of proposed eviction.

(d) If the tenant fails to respond to the landlord within seven days after receipt of notice proposed eviction, the landlord may proceed with a notice to vacate that must precede the filing of an eviction suit.

SEC. 50-8. EXCEPTIONS TO NOTICE REQUIREMENT.

The requirement to send a notice of proposed eviction does not apply when a landlord initiates eviction proceedings due to following circumstances:

(1) the actions of the tenant, members of the tenant’s household, or guests, pose an imminent threat of physical harm to any person, including children and elders within the same household, other tenants, as well as the landlord’s employees or management representatives;

(2) the tenant, members of the tenant’s household, or guests, 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;

(3) an insured casualty loss such as fire, smoke, hail, explosion, or a similar cause creates a condition that makes the residential premises totally unusable;

(4) the tenant, members of the tenant’s household, or guests, intentionally damage property on the premises; or

(5) the tenant holds over after giving notice of termination of the lease or intent to vacate the premises.

SEC. 50-9. VOLUNTARY MEDIATION.

(a) Landlords and tenants are encouraged to utilize mediation to attempt to resolve disputes that they cannot resolve themselves.

(b) This section does not impose a mandatory requirement that landlords and tenants participate in mediation.

(c) Landlords and tenants should take advantage of no cost or low-cost mediators to help reduce costs to both the landlord and the tenant.

SEC. 50-10. OFFENSE AND PENALTY.

(a) A person who knows of facts that provide a tenant with an affirmative defense to eviction under this article and who nonetheless in bad faith endeavors to evict a tenant, commits an offense punishable by a fine not to exceed \$500.

(b) It is a defense to prosecution that a landlord or property owner initiates eviction proceedings for any tenant, members of the tenant’s household, or guests if they pose an imminent threat of:

(1) physical harm to any person, including children and elders within the same household and other tenants as well as the landlord’s employees, or management representatives, or

(2) any criminal activity including abatable crime and squatting.

SECS. 50-11 THRU 50-35. “RESERVED.”

SECTION 2. That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$500.

SECTION 3. That Chapter 50 of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 4. That any act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced in any action before the amendment or repeal of any ordinance, or part thereof, shall not be affected or impaired by amendment or repeal of any ordinance, or part thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if the amended or repealed ordinance, or part thereof, had remained in force.

SECTION 5. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 6. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

TAMMY L. PALOMINO, Interim City Attorney

By _____
Assistant City Attorney

Passed _____

DRAFT Your Tenant's Rights & Resources After Receiving a Notice of Proposed Eviction

We are required to deliver this information to you under **City of Dallas Ordinance #XXX**

PLEASE DO NOT IGNORE THIS NOTICE OF PROPOSED EVICTION

You should know:

- **The Notice of Proposed Eviction is not an eviction:** You do not have to move after receiving a notice of proposed eviction.
- This notice is to inform you of a potential lease violation, time to respond, and an opportunity to cure the lease violation. You should contact your landlord or an attorney after receiving a notice of proposed eviction. Use this time to communicate with your landlord to correct lease violations.

Take an action:

- **Contact your landlord right away. Respond in writing within 7 days after receiving the notice** with an offer to correct your lease violations then you will have twenty (20) days to correct or to cure the lease violations. Please communicate with your landlord during the entire process to work out an agreement.

This notice excludes any lease violations related to any criminal activity including abatable crime and squatting. Eviction proceedings may begin on the 8th day if you fail to respond in writing on time or fail to correct your lease violations.

To learn more information about your rights and about the eviction process visit the Self-Help Legal **Information Packet** provided by Texas Justice Court Training Center.

<https://www.tjctc.org/SRL/eviction-defendant.html>

Resources (please remember you have options, there are people who can help you and City, County, or community services designed to help you).

Financial resources visit Office of Community Care www.dallascityhall.com/rentrelief or call (214) 670-8416 - Funding for rental and utility assistance is limited.

Legal resources and Housing rights visit the Office of Equity and Inclusion, Fair Housing <https://dallascityhall.com/departments/office-of-equity-and-inclusion/Fair-Housing/Pages/Permanent-Ordinance-Notice-of-Proposed-Eviction.aspx> or call (214) 670-3247

Please be aware:

- If you fail to timely respond to the Notice of Proposed Eviction or cure your lease violation, your landlord can serve you with a notice to vacate. **The Notice to Vacate is not an eviction.** You do not need to leave your dwelling right now and should not move without talking to your landlord.
- After the Notice to Vacate has been delivered, the landlord may file a suit in a Justice Court. The Justice Court will set a date for the hearing which is usually within 21 days of the filing.
- The Court will notify you in writing of the date you must appear. You may appear at the hearing and defend your rights. The court will hear the case and issue a decision.
- If you do not appear, a judge may conclude that you do not oppose the eviction and issue judgment for the landlord. You have the right to appeal.
- If you do not move or file an appeal within five days the hearing, the landlord can request a Writ of Possession from the Court. A 24-hour notice will be posted on your door before the Writ of Possession is carried out by removing you and your personal belongings from your residence.

Name of Resident: _____

Address/Unit: _____

Date of Delivery: _____

Manner of Delivery: _____

