

ORDINANCE NO. _____

An ordinance providing for a notice of proposed eviction by residential landlords before a notice to vacate a residential tenancy; creating an offense; providing a penalty not to exceed \$500; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, individuals may be unable to work or access financial resources due to unforeseen economic hardship, which may impact a tenant's ability to pay rent, fees, or other charges associated with the tenant's lease and may face a threat of immediate or imminent homelessness; and

WHEREAS, the city finds it is in the public's interest to prevent renters from being displaced and entering into a homelessness condition; and

WHEREAS, it is found that if a landlord provides a notice of proposed eviction, a tenant will have an opportunity to cure overdue rent, fees, or other charges associated with the tenant's lease, or negotiate a modification to the lease before the tenant loses housing; and

WHEREAS, it is found that establishing a notice provision requirement prior to evicting residential tenants will enable landlords and tenants to work collaboratively to permit tenants to remain housed while at the same time ensuring that landlords will maintain a level of revenue that will permit them to continue to provide housing options for tenants is a matter of public health, safety, and welfare and serves the public purpose of safeguarding all City of Dallas residents from the detriments of homelessness;

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

SECTION 1. DEFINITIONS.

(1) **IMPACTED 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 and who submits a rental assistance notice to the tenant's landlord.

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

(3) **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 rent delinquency and provides the tenant the right to respond as described in Sections 2(b), 2(d), and 2(e), below, which includes the right to cure any delinquent payments, before giving a tenant a notice to vacate.

(4) **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.

(5) **PERSON** means an individual, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association, and any other legal entity.

(6) **QUALIFIED RENTAL ASSISTANCE PROGRAM (“QRAP”)** means a rental assistance program that:

(A) is funded by a government entity or a political subdivision of the United States and the State of Texas, or any other organization or legal entity engaging in rental assistance services, or any political subdivision of the foregoing;

(B) is authorized, by the governing documents, contracts, laws, or regulations that allocate or grant such funding, to use such funding, exclusively or non-exclusively, to pay rent for residents of the City of Dallas, and

(C) accepts or has accepted applications for rental assistance through a verifiable application process.

(7) **RENTAL ASSISTANCE NOTICE** means verifiable confirmation of the impacted tenant’s application for rent assistance funds to a QRAP, which includes, without limitation, proof of the application to a QRAP by any person to a landlord by text, electronic mail, or other written delivery in any form.

(8) **TENANT** means a person who rents a residential real property from a landlord.

SECTION 2. NOTICE REQUIREMENTS.

(a) If a residential tenant fails to pay rent, a landlord shall, prior to providing the tenant a notice to vacate, give the tenant a notice of proposed eviction in the manner described in Subsections (h) and (i) of this section.

(b) Within 10 days from the date a notice of proposed eviction is properly provided by a landlord to a tenant, the tenant shall provide the landlord with the rental assistance notice.

(c) If a tenant does not provide a rental assistance notice to the landlord, the landlord may, after the time provided for the tenant to respond with a rental assistance notice pursuant to Subsection (b) of this section, pursue any enforcement action in accordance with state and local laws, including the issuance of a notice to vacate in accordance with Texas Property Code Section 24.005.

(d) If a tenant complies with Subsection (b) of this section, the tenant has 60 days from the date the notice of proposed eviction is provided to the tenant to cure any delinquent payments or respond with information regarding the tenant's rent assistance application, and a landlord shall not give a notice to vacate, except as provided for in Section 4 below, until after the expiration of the 60 day period.

(e) If a tenant provides the landlord a rental assistance notice before receiving a notice of proposed eviction, the landlord shall provide the tenant the right to cure any delinquent payments or respond with information regarding the tenant's rental assistance application for a period of 60 days from the date the notice of proposed eviction is provided without any requirement on the part of the tenant to provide a subsequent rental assistance notice, and a landlord shall not send a notice to vacate, except as provided for in Section 4 below, until after the expiration of the 60 day period.

(f) If a tenant makes an application to a QRAP or has previously submitted an application, provides the required rental assistance notice, and is approved for participation in the QRAP, the landlord shall accept the program schedule for repayment and not take action on any eviction proceedings against the tenant instituted after the effective date of this ordinance, except for a breach of the lease other than due to a nonpayment of rent or fees, or as provided in Section 4 below.

(g) A notice of proposed eviction must be in writing, substantially in the form attached to this ordinance as Exhibit A, and include the following:

(1) notice to the tenant of the tenant's rental delinquency with a request for a response from the tenant in writing, including;

(A) a statement that complies with Subsection (k) of this section; and

(B) a right for the tenant to respond, which includes curing any delinquent payments or providing a rental assistance notice, and the applicable deadlines for doing so in accordance with this ordinance;

(2) options for the tenant to resolve the rent delinquency, which may include:

(A) negotiating a payment plan directly with the landlord, and

(B) referring a tenant to submit an application for rental assistance to a QRAP program; and

(3) the time period of 10 days for the tenant to respond with a rental assistance notice.

(h) Except as provided in Subsection (i) of 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 personal delivery to the premises and 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.

(i) As an alternative to the procedures in Subsection (h) of this section, 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.

A notice of proposed eviction is considered delivered under this subsection 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.

(j) If an impacted tenant's application for rental assistance is denied, withdrawn, or cannot be processed due to the impacted tenant's failure to provide information or otherwise cooperate in the application process, the protection period referenced in Subsections (b) or (d) of this section, as applicable, will terminate and landlord may proceed with giving a notice to vacate.

(k) The statement described in Subsection (g)(2) of this section must:

(1) be in 16-point font, capitalized, bold typeface, and underlined, as applicable, and in separated paragraphs, exactly as provided below in Subsection (k)(3) of this section;

(2) be placed at the top of the first page of the notice of proposed eviction in English and Spanish; and

(3) include the following text:

"THIS NOTICE IS TO PROVIDE YOU WITH AN OPPORTUNITY TO PAY DELINQUENT RENTS 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 PAYMENT OF DELINQUENT RENT.

IF YOU RESPOND TO YOUR LANDLORD IN WRITING WITHIN 10 DAYS OF RECEIVING THIS NOTICE WITH PROOF OF YOUR "QRAP" RENT ASSISTANCE APPLICATION, YOU WILL HAVE 60 DAYS FOR SUCH ASSISTANCE TO BE PAID OR SCHEDULED FOR PAYMENT BEFORE AN EVICTION MAY PROCEED.

IF YOU DO NOT RESPOND IN WRITING WITHIN 10 DAYS, EVICTION PROCEEDINGS MAY BEGIN ON THE 11TH DAY.

THIS NOTICE DOES NOT EXCUSE YOUR OBLIGATION TO PAY, AND YOU CAN BE EVICTED IF YOU FAIL TO PAY AS REQUIRED UNDER THE LEASE. YOU ARE REQUESTED TO DISCUSS THIS NOTICE WITH YOUR LANDLORD AS SOON AS POSSIBLE, **BUT YOU MUST PROVIDE PROOF OF YOUR "QRAP APPLICATION" TO YOUR LANDLORD NO LATER THAN 10 DAYS FROM THE DATE WHEN YOU RECEIVE THIS NOTICE.**

RESOURCES TO ASSIST YOU ARE ON THE FOLLOWING PAGE."

“ESTE AVISO ES PARA DARLE LA OPORTUNIDAD DE PAGAR LAS RENTAS ATRASADAS PARA EVITAR EL DESALOJO. **NO TIENE QUE MUDARSE CUANDO RECIBA ESTE AVISO**, PERO ES POSIBLE QUE TENGA QUE MUDARSE SI USTED Y EL PROPIETARIO NO LLEGAN A UN ACUERDO SOBRE EL PAGO DEL ALQUILER ATRASADO.

SI RESPONDE AL PROPIETARIO POR ESCRITO EN UN PLAZO DE 10 DÍAS A PARTIR DE LA RECEPCIÓN DE ESTE AVISO CON LA PRUEBA DE SU SOLICITUD DE AYUDA AL ALQUILER "QRAP", DISPONDRÁ DE 60 DÍAS PARA QUE DICHA AYUDA SE PAGUE O SE PROGRAME SU PAGO ANTES DE QUE PUEDA PROCEDERSE AL DESALOJO.

SI NO RESPONDE POR ESCRITO EN EL PLAZO DE 10 DÍAS, EL PROCEDIMIENTO DE DESALOJO PUEDE COMENZAR EL DÍA 11.

ESTE AVISO NO LE EXIME DE SU OBLIGACIÓN DE PAGAR Y PUEDE SER DESALOJADO SI NO PAGA COMO SE EXIGE EN EL CONTRATO DE ALQUILER. SE LE PIDE QUE DISCUTA ESTE AVISO CON SU ARRENDADOR LO ANTES POSIBLE, **PERO DEBE PRESENTAR UNA PRUEBA DE SU "SOLICITUD DE QRA"** A SU ARRENDADOR A MÁS **TARDAR 10 DÍAS DESPUÉS DE LA FECHA EN QUE RECIBA ESTE AVISO.**

EN LA SIGUIENTE PÁGINA ENCONTRARÁ RECURSOS PARA AYUDARLE.”

(l) A notice to vacate that is given before the expiration of the time periods provided in Subsections (b), (d), and (e) of this section, as applicable, has no legal effect.

SECTION 3. NO EXCUSE FROM THE PAYMENT OF RENT OR FEES.

Nothing in this ordinance should be construed as relieving a tenant from the requirement to pay rent or fees under a lease.

SECTION 4. EVICTIONS DUE TO BREACHES OF THE LEASE OTHER THAN NONPAYMENT OF RENT OR FEES; IMMINENT THREAT OF PHYSICAL HARM; OR CRIMINAL ACTIVITY.

The requirement to send a notice of proposed eviction does not apply if a landlord initiates eviction proceedings against a tenant, members of the tenant's household, or guests if:

(1) the grounds for eviction are:

(A) breaches of the terms of the lease other than a breach due to nonpayment of rent or fees;

(B) that the tenant, a member of the tenant's household, or guests poses an imminent threat of physical harm to any person, including children and elders within the same household or the landlord's employees or management representatives; or

(C) that the tenant, a member of the tenant's household, or guests engage in any criminal activity including abatable crime and squatting, and

(2) the reason for the eviction is stated in the notice to vacate as the grounds for the eviction.

SECTION 5. VOLUNTARY MEDIATION.

The city encourages landlords and tenants to utilize mediation to attempt to resolve disputes that may arise between them that they cannot resolve themselves. Mediation is a process where an impartial mediator facilitates a settlement conference between the parties so that they can discuss ways to resolve their differences. This section does not impose a mandatory requirement that landlords and tenants participate in mediation. However, landlords and tenants are encouraged to utilize mediation as a potential means to resolve their disputes while this ordinance is in effect. Landlords and tenants should take advantage of no cost or low-cost mediators to help reduce costs to both the landlord and the tenant.

SECTION 6. OFFENSE AND PENALTY.

(a) A person that knowingly, recklessly, or negligently endeavors to evict a tenant by providing a notice to vacate or filing a suit for forcible detainer without first complying with this ordinance with respect to such tenant commits an offense punishable by a fine not to exceed \$500.

(b) It is a defense to prosecution that a landlord initiates eviction proceedings for any tenant, members of the tenant's household, or guests if such action would not require a notice of proposed eviction pursuant to Section 4 hereof.

SECTION 7. EXPIRATION.

This ordinance expires on the date of adoption of a permanent eviction ordinance.

SECTION 8. SAVINGS.

That any notice given or act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced on or after the effective date of this ordinance or before the amendment or repeal of this ordinance, or part thereof, shall not be affected or impaired by amendment or repeal of this ordinance, or part thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if this ordinance, should it be amended or repealed, or part thereof, had remained in force.

SECTION 9. SEVERABILITY.

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 10. EFFECTIVE DATE.

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 and shall not apply to any eviction proceedings instituted prior to the effective date of this ordinance, including any notice to vacate given prior to the effective date of this ordinance.

APPROVED AS TO FORM:

CHRISTOPHER J. CASO, City Attorney

By: _____
Assistant City Attorney

Passed _____

Exhibit A

NOTICE OF PROPOSED EVICTION

THIS NOTICE IS TO PROVIDE YOU WITH AN OPPORTUNITY TO PAY DELINQUENT RENTS 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 PAYMENT OF DELINQUENT RENT.

IF YOU RESPOND TO YOUR LANDLORD IN WRITING WITHIN 10 DAYS OF RECEIVING THIS NOTICE WITH PROOF OF YOUR "QRAP" RENT ASSISTANCE APPLICATION, YOU WILL HAVE 60 DAYS FOR SUCH ASSISTANCE TO BE PAID OR SCHEDULED FOR PAYMENT BEFORE AN EVICTION MAY PROCEED.

IF YOU DO NOT RESPOND IN WRITING WITHIN 10 DAYS EVICTION PROCEEDINGS MAY BEGIN ON THE 11TH DAY.

THIS NOTICE DOES NOT EXCUSE YOUR OBLIGATION TO PAY AND YOU CAN BE EVICTED IF YOU FAIL TO PAY AS REQUIRED UNDER THE LEASE. YOU ARE REQUESTED TO DISCUSS THIS NOTICE WITH YOUR LANDLORD AS SOON AS POSSIBLE, **BUT YOU MUST PROVIDE PROOF OF YOUR "QRAP APPLICATION" TO YOUR LANDLORD NO LATER THAN 10 DAYS FROM THE DATE WHEN YOU RECEIVE THIS NOTICE.**

RESOURCES TO ASSIST YOU ARE ON THE FOLLOWING PAGE.

Dear tenant.

You are in default for not paying your rent as required in your lease. The current amount due is \$_____. Government or qualified rent assistance program funds may be available to assist you. If you have not yet applied for rent assistance, you should do so immediately and then provide proof of your qualified rent assistance program application to your landlord within 10 days of receiving this notice. You should request proof of your rental assistance application to be provided to you by the rent assistance provider and send proof to your Landlord after you apply. See the next page for where to apply.

You should contact your landlord and immediately attempt to work out a payment plan or lease modification in order to stay in your residence. If you have not responded to this notice IN WRITING within 10 days of this notice, providing the landlord with proof of your qualified rent assistance program application, landlord can proceed with a Notice to vacate and file an eviction proceeding to remove the residents from the subject property.

If you can provide proof of your application for a Qualified Rental Assistance Program (QRAP) to your landlord, your response to this notice could give you up to 60 days before an eviction will be filed. However, you are responsible for full payment of all rents through this time unless and until you negotiate a binding agreement with your landlord.

Please note that the landlord may still institute eviction proceedings immediately if you, members of your household or guests pose an immediate threat or physical harm to any person or engage in criminal activity.

Please do not ignore this notice as your failure to respond may result in the landlord sending a Notice to Vacate requesting you to vacate the premises, followed by a judicial action before the Justice of the Peace to evict you.

RESOURCES TO ASSIST YOU

Rent Assistance

To the extent rent assistance is available, you can learn where to apply at the following web site: <https://dallascityhall.com/departments/community-care/Pages/Short-Term-Rental-Assistance.aspx>.

Free Legal Assistance

Free legal assistance and representation may be available to you. You should reach out to the Dallas Eviction Advocacy Center or Legal Aid of Northwest Texas to inquire. Their contact information is as follows:

Dallas Eviction Advocacy Center

www.dallaseac.org

info@dallaseac.org

469-436-2704 (you may text this number or leave a voicemail)

Legal Aid of Northwest Texas

<https://internet.lanwt.org/en-us>

[email address]

855-548-8457

This notice of proposed eviction was served by (check one):

_____ **mail**

_____ **hand delivery to a person over 16 years of age answering the door**

_____ **affixing the notice to the inside of the main entry door**

_____ **affixing the notice to the outside of the main entry door and mailing notice**

On _____ **(date) by** _____ **(signature**
of
person delivering notice).

Prueba A

AVISO DE PROPUESTA DE DESALOJO

ESTE AVISO ES PARA DARLE LA OPORTUNIDAD DE PAGAR LAS RENTAS ATRASADAS PARA EVITAR EL DESALOJO. **NO TIENE QUE MUDARSE CUANDO RECIBA ESTE AVISO**, PERO ES POSIBLE QUE TENGA QUE MUDARSE SI USTED Y EL PROPIETARIO NO LLEGAN A UN ACUERDO SOBRE EL PAGO DEL ALQUILER ATRASADO.

SI RESPONDE AL PROPIETARIO POR ESCRITO EN UN PLAZO DE 10 DÍAS A PARTIR DE LA RECEPCIÓN DE ESTE AVISO CON LA PRUEBA DE SU SOLICITUD DE AYUDA AL ALQUILER "QRAP", DISPONDRÁ DE 60 DÍAS PARA QUE DICHA AYUDA SE PAGUE O SE PROGRAME SU PAGO ANTES DE QUE PUEDA PROCEDERSE AL DESALOJO.

SI NO RESPONDE POR ESCRITO EN EL PLAZO DE 10 DÍAS, EL PROCEDIMIENTO DE DESALOJO PUEDE COMENZAR EL DÍA 11.

ESTE AVISO NO LE EXIME DE SU OBLIGACIÓN DE PAGAR Y PUEDE SER DESALOJADO SI NO PAGA COMO SE EXIGE EN EL CONTRATO DE ALQUILER. SE LE PIDE QUE DISCUTA ESTE AVISO CON SU ARRENDADOR LO ANTES POSIBLE, **PERO DEBE PRESENTAR UNA PRUEBA DE SU "SOLICITUD DE QRAP" A SU ARRENDADOR A MÁS TARDAR 10 DÍAS DESPUÉS DE LA FECHA EN QUE RECIBA ESTE AVISO.**

EN LA SIGUIENTE PÁGINA ENCONTRARÁ RECURSOS PARA AYUDARLE.

Estimado inquilino.

Usted está en mora por no pagar su alquiler como se requiere en su contrato de arrendamiento. La cantidad actual a pagar es de \$_____. Es posible que el gobierno o los fondos del programa de ayuda al alquiler calificado estén disponibles para ayudarlo. Si aún no ha solicitado la ayuda para el alquiler, debe hacerlo inmediatamente y luego presentar al propietario una prueba de su solicitud del programa de ayuda para el alquiler dentro de los 10 días de haber recibido este aviso. Debe pedir que el proveedor de asistencia para el alquiler le proporcione una prueba

de su solicitud de asistencia para el alquiler y enviarla a su arrendador después de solicitarla. Consulte la siguiente página para saber dónde presentar la solicitud.

Deberá ponerse en contacto con el propietario e inmediatamente intentar elaborar un plan de pagos o una modificación del contrato de alquiler para poder permanecer en su residencia. Si usted no ha respondido a este aviso POR ESCRITO dentro de los 10 días luego de haber recibido este aviso, proporcionando al propietario una prueba de su solicitud del programa de ayuda al alquiler calificado, el propietario puede proceder con un Aviso de desalojo y presentar un procedimiento de desalojo para sacar a los residentes de la propiedad en cuestión.

Si puede presentar una prueba de su solicitud de un Programa de Ayuda al Alquiler Calificado (QRAP, por sus siglas en inglés) a su arrendador, su respuesta a este aviso podría darle hasta 60 días antes de que se presente un desalojo. Sin embargo, usted es responsable del pago total de todos los alquileres hasta ese momento, a menos que negocie un acuerdo vinculante con el propietario.

Tenga en cuenta que el propietario puede iniciar un procedimiento de desalojo inmediatamente si usted, los miembros de su familia o los invitados suponen una amenaza inmediata o un daño físico para cualquier persona o participan en actividades delictivas.

Le exhortamos a que no ignore este aviso, ya que su falta de respuesta puede dar lugar a que el propietario envíe un aviso de desalojo solicitando que abandone la propiedad, seguido de una acción judicial ante el juez de paz para desalojarlo.

RECURSOS PARA AYUDARLE

Ayuda para el alquiler

En la medida en que se disponga de ayudas para el alquiler, puede saber dónde solicitarlas en la siguiente página web:
<https://dallascityhall.com/departments/community-care/Pages/Short-Term-Rental-Assistance.aspx>.

Asistencia legal gratuita

Es posible que tenga a su disposición asistencia y representación legal gratuita. Debe dirigirse al Dallas Eviction Advocacy Center o a Legal Aid of Northwest Texas para informarse. Su información de contacto es la siguiente:

Dallas Eviction Advocacy Center

www.dallaseac.org

info@dallaseac.org

469-436-2704 (puede enviar un mensaje de texto a este número o dejar un mensaje de voz)

Legal Aid of Northwest Texas
<https://internet.lanwt.org/en-us>
[dirección de correo electrónico]
855-548-8457

Este aviso de propuesta de desalojo fue notificado por (marque una):

_____ correo

_____ entrega en mano a una persona mayor de 16 años que respondió a la puerta

_____ pegando el aviso en el interior de la puerta de entrada principal

_____ pegando el aviso en el exterior de la puerta de entrada principal y enviando el aviso por correo

El _____ (fecha) por _____ (firma de
persona que entrega la notificación).