SB38, Evictions, and Federally Subsidized Housing

Information and Resources for JPs and Staff

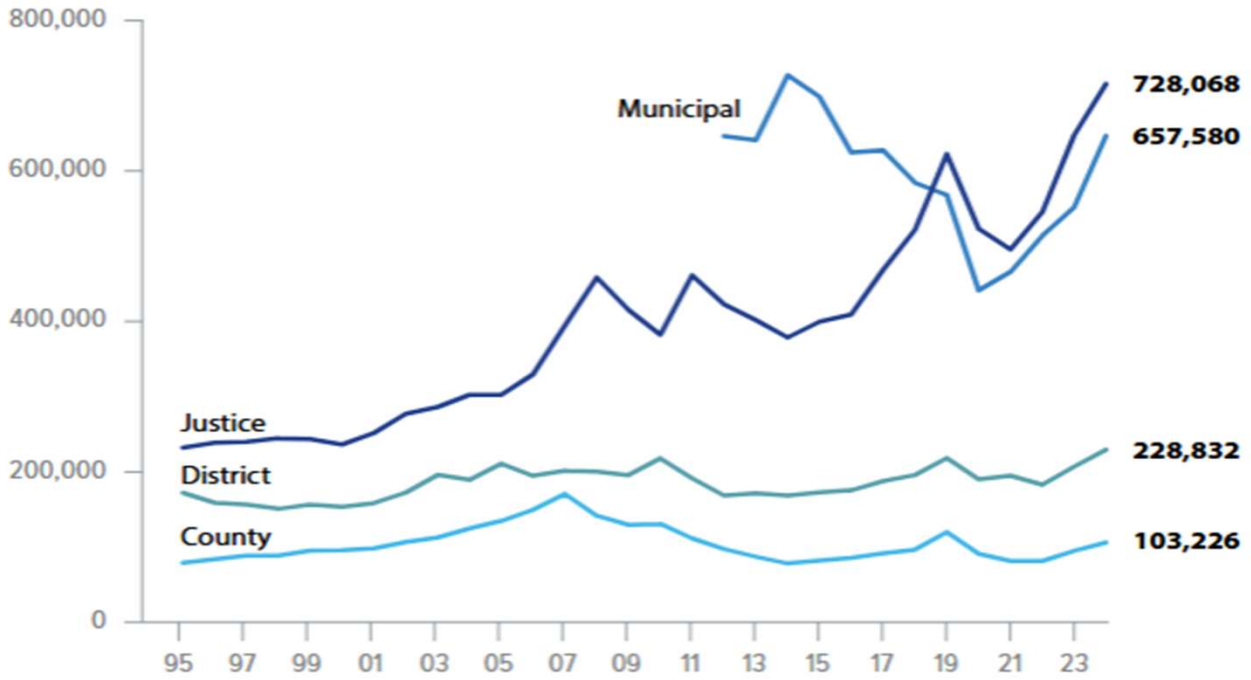
Ruthie Goldstein
Texas RioGrande Legal Aid
for the South Texas Justices of the Peace and Constables Association, Inc.
November 12, 2026



Texas Civil Cases

In 2024, new civil case filings rose at all court levels, reaching an all-time high. Municipal court filings increased by 17 percent, county court filings by 12 percent, and district court and justice court filings by 11 percent. Filings exceeded pre-pandemic levels in all but the county courts.

Over the last 5 years, municipal courts experienced an increase of almost 50 percent, justice courts of almost 40 percent, and district and county courts of approximately 20 percent.



Annual Statistical Report for the Texas Judiciary, Fiscal Year 2024, Office of Court Administration

Justice Courts

In 2024, landlord/tenant cases broke the previous year's all-time high with nearly 310,000 new cases filed, a 3 percent increase from the previous year.



Annual Statistical Report for the Texas Judiciary, Fiscal Year 2024, Office of Court Administration

Justice Courts

Landlord/Tenant Cases (i.e. almost all evictions)

Dispositions	FY 2022	FY 2023	FY 2024	7/24-6/25
Default Judgments	70,761	78,871	86,265	85,047
Agreed Judgments	922	682	499	450
Trial/Hearing by Judge/Hearing Officer	76,742	99,682	94,612	90,750
Trial by Jury	240	317	218	244
Cases Dismissed for Want of Prosecution	14,698	12,608	14,529	14,565
Cases Non-Suited or Dismissed by Plaintiff	60,702	78,342	89,517	96,927
All Other Dispositions	21,672	26,681	21,935	17,047
Total Cases Disposed	245,737	297,183	307,575	305,030
Cases Placed on Inactive Status	4,605	3,525	1,381	906

Fiscal Years 2022, 2023, 2024, & 7/24-6/25
Office of Court Administration

Of **305,030** landlord/tenant cases disposed from 7/1/2024 to 6/30/2025:
14,079 cases were appealed after trial
7,405 cases were appealed without trial
7 percent of cases were appealed.

The eviction process (unchanged).

- No self-help evictions in Texas
- Landlords must go through a court process
  - Only issue is possession (and rent)
  - If landlord uses self-help, liable for wrongful eviction. *See e.g.* *Russell v. American Real Estate Corp.*, 89 S.W.3d 204, 208-09 (Tex. App. – Corpus Christi 2002, no pet.).
- Justice Courts have exclusive jurisdiction of eviction cases.

  Texas Gov't Code § 27.031(a)(2).



Eviction Timelines (mostly unchanged for Justice Courts)

- Notice to Vacate (3 days or per lease) (Texas Property Code "TPC" § 24.005).
- Landlord files eviction case in Justice Court
- Trial 10-21 days after the landlord files the case
- Judgment at trial
- Either side has 5 days to appeal judge's decision to County Court; Appeal with
    - Bond,
    - Cash Deposit, or
    - Statement of Inability to Afford Payment of Court Costs (SOI)



Eviction Cases, generally (unchanged)

Eviction must be filed in the precinct where the property is located. Texas Rules of Civil Procedure (TRCP) 510.6(c); Texas Property Code (TPC) § 24.004.

Landlord can also ask for rent. TRCP 510.6(e).

(If the amount of rent due and unpaid is not more than $20,000, excluding statutory interest and court costs but including attorney fees, if any. *Id*.) ***Texas Government Code § 27.031(a)(1).***

No other claims or counterclaims, so may NOT include security deposits, repairs, late fees, etc. TPC § 92.335; TRCP 510.6(f).

Elements of an Eviction (unchanged)

1. **Landlord-Tenant relationship (**for real property)
2. **Evictable tenant:**
   - Violated lease in way that is evictable
   - Stayed beyond term of lease that is ended or over (holdover)
   - Tenant at sufferance
3. **Landlord** gave required Notice to Vacate (Texas Property Code ("TPC") § 24.005)
4. **Time** to vacate has expired
5. **Tenant did not vacate**

Evictions after SB38—summary of some things that affect Justice Courts on and after January 1, 2026

- Computation of time (now unique to evictions, codified in the Texas Property Code (TPC 24.0042), also applies to Notices to Vacate in evictions)
- Notice to pay or quit (**right to cure**) required in some cases (TPC 24.005)
- Summary Disposition process for **forcible entry and detainer** cases (i.e. rare squatter cases) (TPC 24.005106)
- Appeals
  - **RENT: Every tenant who appeals** must pay rent into court registry to stay in possession during appeal (TPC 24.0053)
  - Additional requirement: Every tenant must swear a good faith belief that they have a defense, and appeal is not for delay (TPC 24.005107)
    - But this affirmation is not reviewable by the justice court TRCP 510.19(a).





Evictions after SB38—computation of time

Deadlines:

- **Before**: last day could not be a Saturday, Sunday, or "legal holiday". Rule 500.5(a)
- **Now**: in evictions: last day cannot be a Saturday, Sunday, or "state or federal holiday". TPC 24.0042
  - So, even if court is open during state or federal holiday, that cannot be the deadline for, e.g., the filing of an appeal in an eviction case.
- Computation of time in Chapter 24, Texas Property Code, now applies to Notices to Vacate and other things in the eviction process with deadlines ("A period of time prescribed by this chapter…." TPC 24.0042)

Evictions after SB38—computation of time



Texas Government Code
Chapter 662. Holidays and Recognition Days, Weeks, and Months
Subchapter A. Holidays for State Employees
Sec. 662.003. DATES AND DESCRIPTIONS OF HOLIDAYS

(a) A national holiday includes only the following days:

(1) the first day of January, "New Year's Day";

(2) the third Monday in January, "Martin Luther King, Jr., Day" in observance of the birthday of Dr. Martin Luther King, Jr.;

(3) the third Monday in February, "Presidents' Day";

(4) the last Monday in May, "Memorial Day";

(5) the fourth day of July, "Independence Day";

(6) the first Monday in September, "Labor Day";

(7) the 11th day of November, "Veterans Day," dedicated to the cause of world peace and to honoring the veterans of all wars in which Texans and other Americans have fought;

(8) the fourth Thursday in November, "Thanksgiving Day"; and

(9) the 25th day of December, "Christmas Day."

(b) A state holiday includes only the following days:

(1) the 19th day of January, "Confederate Heroes Day," in honor of Jefferson Davis, Robert E. Lee, and other Confederate heroes;

(2) the second day of March, "Texas Independence Day";

(3) the 21st day of April, "San Jacinto Day";

(4) the 19th day of June, "Emancipation Day in Texas," in honor of the emancipation of the slaves in Texas in 1865;

(5) the 27th day of August, "Lyndon Baines Johnson Day," in observance of the birthday of Lyndon Baines Johnson;

(6) the Friday after Thanksgiving Day;

(7) the 24th day of December; and

(8) the 26th day of December.

(c) An "optional holiday" includes only the days on which Rosh Hashanah, Yom Kippur, or Good Friday falls.

For federal holidays, 5 USC § 6103 (includes Columbus Day, second Monday in October)

Evictions after SB38—Timing of Notice to Vacate

A note about timing of Notices to Vacate ("NTV"):

- Computation of time now applies, per TPC 24.0042 ("A period of time prescribed by this chapter…")
- Cannot be changed except by legislature:
  - TPC 24.0043(a): "only the legislature may modify or suspend procedures prescribed by this chapter."
- So, may be problem with NTV dates that land on a Saturday, Sunday, or state or federal holiday.
- Examples:
  - A landlord gives 24-hour Notice to Pay Rent or Vacate on a Friday. But per Computation of Time statute, deadline should have been Monday, so should not file eviction case until Tuesday.
  - Landlord gives required three-day notice to vacate to tenant on Wednesday, demanding tenant be out by Saturday. But per Computation of Time statute, deadline to vacate should have been Monday, so should not file eviction case until Tuesday.



Notice to Vacate Issues

- The landlord must prove compliance with the notice to vacate requirements of Section 24.005 of the Texas Property Code. For example:
  - *Onabajo v. Household Finance Corp. III*, No. 03-15-00251-CV, 2016 WL 3917140 (Tex. App. – Austin July 14, 2016, no pet. h.) (mem. op.) (post-foreclosure eviction; reversing judgment for Household Finance because facts did not prove that it had delivered a notice to vacate to the occupants at least three days prior to filing suit—occupant received the notice, and the eviction lawsuit was filed the same day)



Evictions after SB38—Right to Pay Rent or Vacate

Right to Cure

Texas joins (in a limited way) 44 other states with right to cure: Requires **Notice to Pay Rent or Vacate** for tenant:

with eviction only for nonpayment of rent

who was not late or delinquent before the month in which the notice was given

TPC 24.005(a)

Also, delinquency limitation on right to cure is reset each lease term.

Potential issues:

If a landlord gives a Notice to Vacate without a Notice to Pay Rent or Vacate in nonpayment of rent case, must plead/prove that the tenant was previously late.

If case includes lease breaches that are not nonpayment to avoid a Notice to Pay Rent or Vacate, and tenant disproves those defaults that were not nonpayment, then tenant should win if no Notice to Pay Rent or Vacate.

Evictions after SB38—federal notice requirements



Federal notice requirements:

- If federal law or rule requires "notice to a tenant before the landlord requires the tenant to vacate":
  - Landlord not required to delay filing eviction
  - Federal requirement is not basis to delay or abate eviction suit, and
  - Writ of possession may not be served on tenant after the period prescribed by the federal government

  (TPC 24.005(c-1))

- BUT:
  - Only valid if can be read not to preempt federal law requirements. U.S. Constitution, Supremacy Clause (Article VI, Clause 2);
  - Is the purpose of the federally required notice to *terminate the lease*? E.g. Public Housing? Project-Based Subsidized Housing? **This section should not apply, because a lease must be terminated for there to be a holdover/forcible detainer and eviction to proceed (TPC 24.002);**
  - Is the purpose of the notice to give an *opportunity to cure* before the filing of the eviction case? **This section should not apply, because no default until period to cure is up;**
  - Is the notice a notice to vacate required before filing an eviction case? **This section should not apply.**

Types of Subsidized Housing



It might be **Public Housing** if…

- **The property is owned and managed by a Public Housing Authority.**
- The tenant pays rent about 30 percent of their income.

It might be **Project-based Subsidized Housing** if…

- **The property is owned and managed by a private for-profit or non-profit entity with a HUD contract.**
- The tenant pays rent about 30 percent of their income.

It might be a **Section 8 Voucher program** if…

- The rent is market rent, **but the tenant only pays a portion of the rent**—about 30 percent of their income.
- The remainder of the rent is paid by the Public Housing Authority, which administers the program.
- The landlord is private, or a Low-Income Housing Tax Credit property.

It might be a **Low-Income Housing Tax Credit property** if…

- The rent is below market, but the tenant's rent is not related to the tenant's income.
- The property is owned and managed by a private for-profit or non-profit entity.

Federal Housing Programs, Rent



	Public Housing Program	Privately owned HUD Subsidized Housing Program (Project-Based Section 8/Project-Based Voucher)	Section 8 Voucher Program	Low Income Housing Tax Credit Program (LIHTC)
Rents Based on Income of Tenant?	**Yes**	**Yes**	**Yes**, for the portion of the rent paid by the tenant—the remainder of the rent is paid by Housing Authority	**No,** but **required** to accept tenants with Section 8 vouchers
Rent of Tenant Decreases if Income Decreases?	**Yes**	**Yes**	**Yes**	**No**, unless tenant has Section 8 voucher

Federal Housing Programs
Reasons to Evict, Due Process



	Public Housing Program	Privately Owned HUD Subsidized Housing Program (Project-Based Section 8, Project-Based Voucher)	Section 8 Housing Choice Voucher Program	Low Income Housing Tax Credit Program (LIHTC)
<u>Good cause</u> Requirement to Non-renew Lease or Evict?	**Yes**.	**Yes**.	**Yes** to Evict. **No** to nonrenew lease (but tenant gets voucher to move).	Yes.
Formal grievance procedure for complaints?	**Yes**, but evictions for violent & drug- related criminal conduct excluded from grievance procedure	**PBS8: No,** right to meet with owner on evictions, etc (10 day notice) **PBV: Yes** for housing authority; **No** for landlord	**Yes** for housing authority; **No** for landlord.	Not required, but some landlords do allow.

Recertification

- Many federally subsidized housing programs require recertifications of income and household size
- Tenants must report changes to the housing authority or landlord of income and household size, or rent will not be adjusted
- Housing authority or landlord is required to process income and household size changes, adjust rent effective month after report
- If tenant did not timely report increase in income, rent can be retroactively increased
- Examples:
  - Tenant lives in public housing and pays monthly rent of $300. She was laid off from her part-time job and now has $0 income. She timely reported the loss of income, and her rent was adjusted to $0.
  - Tenant lives in project-based section 8 housing and is approved for disability benefits of $900/month. She waits six months to report the new income to her landlord. Landlord can retroactively increase rent to ~$300/month effective the month she received the income.

Notices in Federal Housing Programs (Summary)

Public Housing Program	Project-Based Voucher Program	Project-Based Section 8 Program	Section 8 Housing Choice Voucher Program	Low Income Housing Tax Credit Program (LIHTC)
1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. Must state that tenant has the right to reply c. 30-day opportunity to cure if nonpayment d. Must inform of opportunity for grievance hearing e. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	Termination by owner: 1. Notice of lease termination/notice to vacate a. Must state reasons (good cause) b. Landlord must give eviction notice to the Housing Authority Termination by Housing Auth: 1. Notice of subsidy termination a. Must specify the grounds for the termination b. Must give opportunity for a hearing If subsidy terminates, lease terminates automatically	1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. 30-day opportunity to cure if nonpayment c. 10-day opportunity to meet with the manager d. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	1. Notice to Vacate a. Must state reasons for eviction (good cause) b. CARES Act, requires 30 day's notice 2. Landlord must give eviction notice to the Housing Authority	1. Notice of Nonrenewal (if applicable) a. Must state reasons for nonrenewal (good cause) 2. Notice to Vacate a. Must state reasons for termination (good cause) b. Must state how a person with a disability may request a reasonable accommodation c. Must include VAWA notice d. CARES Act, requires 30 day's notice

Rental Assistance Demonstration (RAD)

- Program to convert properties from traditional public housing to project-based vouchers or project-based rental assistance
- Allows housing authorities to use private equity and low-income housing tax credits to fund repairs and new construction
- Implemented through a series of notices
- Tenants keep access to public housing grievance requirements of public housing
- See HUD Notice H-2019-09 PIH-2019-23

Bluebonnet Gardens
AN AFFILIATE OF CORPUS CHRISTI HOUSING AUTHORITY

Public Housing Program
Eviction Requirements – All Evictions

- Where's the law on notice requirements?
  - Public Housing Lease
  - Regulations at 24 C.F.R. § 966.4(*l*)(3) (lease notice requirements)
  - Regulations at 24 C.F.R. § 966.50 - 966.57 (grievance procedure)
  - CARES Act. *See* 15 U.S.C. § 9058(c)
  - VAWA Statute and Regulations. *See* 34 U.S.C. § 12491(a)(3) (listing covered programs); 24 C.F.R. § 5.2003 (listing HUD covered programs); § 5.2005(a) (VAWA Notice Requirements for evictions and termination of assistance)
  - Texas law on notice to vacate requirements. Tex. Prop. Code § 24.005



Public Housing Program
Eviction Requirements – All Evictions

A Housing Authority may only terminate a tenancy for serious violations, such as

- Serious or repeated violation of material terms of the lease
- Being over income limit for program
- Other good cause, including criminal activity, fraud, etc.

24 C.F.R. § 966.4(*l*)(3)



Public Housing
Eviction Notice Requirements – All Evictions



Notice of proposed lease termination required.

- Notice must state specific grounds for the eviction.
- Notice must inform tenant of right to make sure reply as tenant may wish.
- Notice must inform tenant of right to examine PHA documents directly relevant to the eviction.
- If tenant is entitled to a **grievance hearing**, the notice shall inform the tenant of the right to request a hearing.

24 C.F.R. § 966.4(*l*)(3)

Public Housing Eviction Notice Requirements – All Evictions

How much notice required?

- Nonpayment of Rent -- 30 Days' Notice of Lease Termination
- Drug Activity or Health or Safety Lease violations -- Notice must be a reasonable period of time considering the seriousness of the situation (but to not exceed 30 days) where health or safety is threatened, member of household has engaged in violent or drug-related criminal activity, or any member of the household was convicted of a felony. 24 C.F.R. 966.4(*l*)(3(i)(B).
- Other cases. Notice must be 30 days or state law notice period if shorter. 24 C.F.R. 966.4(*l*)(3(i)(C).

Public Housing
--*Nonpayment* Evictions

Five requirements of the Notice of Proposed Termination for Nonpayment:

1. Must tell the tenant how the tenant can cure the nonpayment;
2. Must include an itemized amount by month of alleged rent owed, plus any other arrearages allowed by HUD separated by month;
3. Must give the date by which the tenant must pay the amount of rent owed before an eviction can be filed;
4. Must include information on how the tenant can recertify their income; and
5. Must include information on how the tenant can apply for a hardship exemption from the minimum rent under 24 C.F.R. § 5.630(b) or request to switch from flat rent to income-based rent pursuant to 24 C.F.R § 960.253(g).



Public Housing

Time of Service of Termination Notice
Nonpayment cases

“The PHA must not provide tenants with a termination notice prior to the day after the rent is due according to the lease. **The PHA must not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period**.”

24 CFR 966.4(r) (emphasis added)

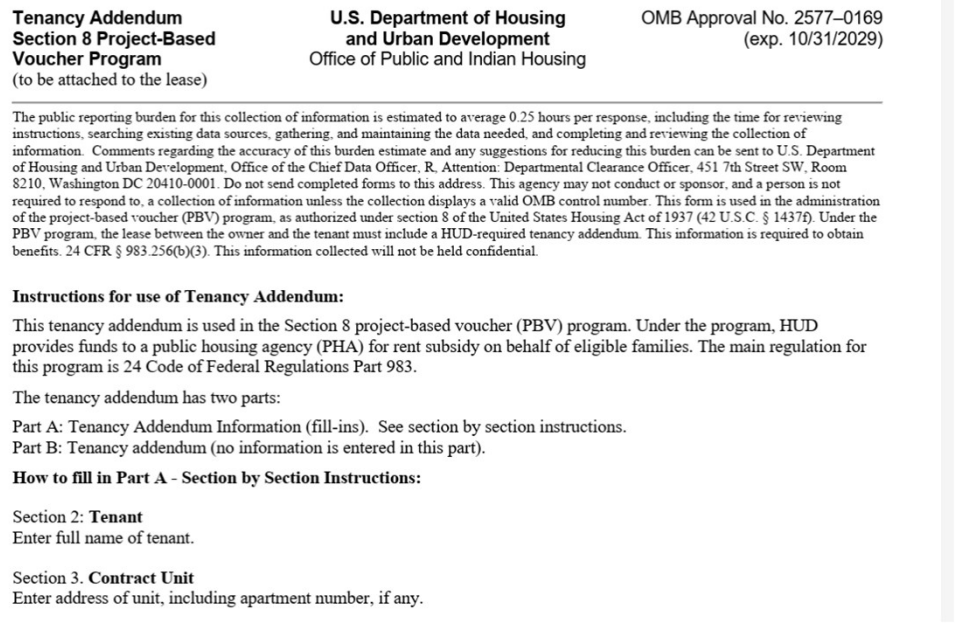


Notices in Federal Housing Programs (Summary)

Public Housing Program	Project-Based Voucher Program	Project-Based Section 8 Program	Section 8 Housing Choice Voucher Program	Low Income Housing Tax Credit Program (LIHTC)
1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. Must state that tenant has the right to reply c. 30-day opportunity to cure if nonpayment d. Must inform of opportunity for grievance hearing e. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	Termination by owner: 1. Notice of lease termination/notice to vacate a. Must state reasons (good cause) b. Landlord must give eviction notice to the Housing Authority Termination by Housing Auth: 1. Notice of subsidy termination a. Must specify the grounds for the termination b. Must give opportunity for a hearing If subsidy terminates, lease terminates automatically	1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. 30-day opportunity to cure if nonpayment c. 10-day opportunity to meet with the manager d. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	1. Notice to Vacate a. Must state reasons for eviction (good cause) b. CARES Act, requires 30 day's notice 2. Landlord must give eviction notice to the Housing Authority	1. Notice of Nonrenewal (if applicable) a. Must state reasons for nonrenewal (good cause) 2. Notice to Vacate a. Must state reasons for termination (good cause) b. Must state how a person with a disability may request a reasonable accommodation c. Must include VAWA notice d. CARES Act, requires 30 day's notice

Project-Based Voucher Program

- Eviction requirements come from:
  - 24 C.F.R. 982.310 (regulations governing section 8 voucher evictions) with some exceptions
  - 24 CFR Part 983 (regulations governing project-based voucher program)
  - HUD tenancy addendum (Form HUD 52530.c)
  - If RAD-converted, HUD notice H-2019-09 PIH-2019-23
  - CARES Act. *See* 15 U.S.C. § 9058(c).
  - Tex. Prop. Code § 24.005 (notice to vacate)



Tenancy Addendum
Section 8 Project-Based Voucher Program
(to be attached to the lease)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577–0169
(exp. 10/31/2029)

The public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, Attention: Departmental Clearance Officer, 451 7th Street SW, Room 8210, Washington DC 20410-0001. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This form is used in the administration of the project-based voucher (PBV) program, as authorized under section 8 of the United States Housing Act of 1937 (42 U.S.C. § 1437f). Under the PBV program, the lease between the owner and the tenant must include a HUD-required tenancy addendum. This information is required to obtain benefits. 24 CFR § 983.256(b)(3). This information collected will not be held confidential.

Instructions for use of Tenancy Addendum:

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.
Part B: Tenancy addendum (no information is entered in this part).

How to fill in Part A - Section by Section Instructions:

Section 2: **Tenant**
Enter full name of tenant.

Section 3. **Contract Unit**
Enter address of unit, including apartment number, if any.

Project-Based Voucher Program

- Notice to Vacate must state the grounds for eviction *See* 24 C.F.R. 982.310(e).
- CARES Act applies and requires thirty-days' notice. *See* 15 U.S.C. § 9058(c).
- Good cause requirement to terminate tenancy 24 CFR § 983.256
- Owner is required to give the tenant the VAWA notice of occupancy rights and certification form. *See* 24 C.F.R. § 5.2003
- If RAD converted (housing authority owns/manages), public housing grievance procedures apply – right to hearing in front of neutral decision-maker prior to eviction

Notices in Federal Housing Programs (Summary)

Public Housing Program	Project-Based Voucher Program	Project-Based Section 8 Program	Section 8 Housing Choice Voucher Program	Low Income Housing Tax Credit Program (LIHTC)
1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. Must state that tenant has the right to reply c. 30-day opportunity to cure if nonpayment d. Must inform of opportunity for grievance hearing e. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	Termination by owner: 1. Notice of lease termination/notice to vacate a. Must state reasons (good cause) b. Landlord must give eviction notice to the Housing Authority Termination by Housing Auth: 1. Notice of subsidy termination a. Must specify the grounds for the termination b. Must give opportunity for a hearing If subsidy terminates, lease terminates automatically	1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. 30-day opportunity to cure if nonpayment c. 10-day opportunity to meet with the manager d. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	1. Notice to Vacate a. Must state reasons for eviction (good cause) b. CARES Act, requires 30 day's notice 2. Landlord must give eviction notice to the Housing Authority	1. Notice of Nonrenewal (if applicable) a. Must state reasons for nonrenewal (good cause) 2. Notice to Vacate a. Must state reasons for termination (good cause) b. Must state how a person with a disability may request a reasonable accommodation c. Must include VAWA notice d. CARES Act, requires 30 day's notice

Project-Based Section 8 Program

Where's the law?

- HUD Handbook 4350.3—Chapter 8 for evictions/terminations
  - Complete handbook: https://www.hud.gov/sites/documents/43503hsgh.pdf
- Regulations on evictions at 24 C.F.R. Part 247 (with the exception of those projects covered by other regulations under parts 880, 881, 883, and 884. *See* 247.2 (definitions).
- HUD Model Lease
  - Termination for material noncompliance
  - 10-day notice to meet with manager
  - May only rely on grounds in termination notice



Project-Based Section 8 Eviction Notice Requirements

- Notice of Proposed Termination required by lease and federal regulations.
- CARES Act Thirty-Day Notice requirement. *See* 15 U.S.C. § 9058(c).
- VAWA Statute & Regulations. *See* 34 U.S.C. § 12491(a)(3) (listing covered programs); 24 C.F.R. 5.2003 (listing HUD covered programs); 5.2005(a) (VAWA Notice Requirements for evictions and termination of assistance under HUD programs).
- Texas Property Code § 24.005 on notice to vacate requirements.



HUD Model Lease

OMB Approval No. 2502-0204
(Exp. 06/30/2017)

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling Unit: The parties to this Agreement are (A) _____, referred to as the Landlord, and _____, referred to as the Tenant. The Landlord leases to the Tenant(S) unit number (C) _____, located at (D) _____ in the project known as (E) _____.

2. Length of Time (Term): The initial term of this Agreement shall begin on (F) _____ and end on (G) _____. After the initial term ends, the Agreement will continue for successive terms of one (H) _____ each unless automatically terminated as permitted by paragraph 23 of this Agreement.

3. Rent: The Tenant agrees to pay $(I) _____ for the partial month ending on (J) _____. After that, Tenant agrees to pay a rent of $(K) _____ per month. This amount is due on the (L) _____ day of the month at _____.

(M) _____ rent is less than the _____ rent is

HUD Model Lease--Terminations

OMB Approval No. 2502-0204
(Exp. 06/30/2017)

23. Termination of Tenancy:

a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.

b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.

c. The Landlord may terminate this Agreement for the following reasons:

1. the Tenant's material noncompliance with the terms of this Agreement;

2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;

3. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;

4. determination made by the Landlord that a household

Project-Based Section 8 Eviction Notice Requirements

Time Period for Lease Termination Notices for Reasons Other Than Nonpayment of Rent.

- Owner must give at least 10 days' notice of lease termination because tenant has 10 days under the HUD model lease to request a meeting to discuss the proposed termination.
- Material noncompliance evictions: Ten Days' Notice Probably Sufficient. *See* 24 C.F.R. § 247.4(c) ("[T]he time of service shall be in accord with the rental agreement and state law.")
- "Other good cause" evictions: The termination notice can be effective only at the end of a lease term and no earlier than 30 days after receipt by the tenant. *See* 24 C.F.R. 247.4(c).

Project-Based Section 8 Eviction Notice Requirements

- **Notice of Proposed Termination** Requirements in 24 CF.R. § 247.4(a) for **all** Evictions:
  - State date that the tenancy is terminated;
  - State reasons for eviction with "enough specificity" to enable the tenant to prepare a defense;
  - Advise the tenant that if eviction suit filed, tenant may present a defense;

Project-Based Section 8 Eviction Notice Requirements

- Additionally, HUD Model lease requirement – **All Evictions:**
- The Notice of Proposed Termination must advise the tenant that the tenant has 10 days within which to discuss the proposed termination with the landlord. See ¶ 23.e.

This requirement in the lease for a meeting is not included in the regulations but is in HUD Handbook 4350.3.

HUD Model Lease--Terminations

- specify the date this Agreement will be terminated;
- state the grounds for termination with enough detail for the Tenant to prepare a defense;
- advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
- advise the Tenant of his/her right to defend the action in court.

f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

Project-Based Section 8 Eviction Notice Requirements

Also, HUD Handbook 4350.3 requires that the Notice of Proposed Termination:

- Advise that persons with disabilities have the right to request reasonable accommodation to participate in the hearing process.

See p. 8-15

HUD Model Lease—Terminations
Notice Delivery

d. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-

delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

Project-Based Section 8
Eviction Notice Requirements--Nonpayment

The Notice of Proposed Termination Must:

1. Tell the tenant how the tenant can cure the nonpayment.
2. Include an itemized amount by month of alleged rent owed, plus any other arrearages allowed by HUD separated by month;
3. Give the date by which the tenant must pay the amount of rent owed before an eviction can be filed.
4. Include information on how the tenant can recertify their income; and
5. Include information on how the tenant can apply for a hardship exemption from the minimum rent under 24 C.F.R. § 5.630(b).



Project-Based Section 8 Eviction Notice Requirements: VAWA

Notice Requirement for All Evictions:

- VAWA Notice of *Occupancy Rights under the Violence Against Women Act* and VAWA Certification Form must be included with the Notice of Proposed Termination. *See* 24 § C.F.R. 247.1(b); §5.2003 (definition of HUD *covered housing programs);* 5.2005(a)(2)(iii) (VAWA protections).
- Not sufficient for the owner to merely reference the form and the certification.

Project-Based Section 8 Eviction Notice Requirements: VAWA

- "Each public housing agency or owner or manager of housing assisted under a covered housing program **shall provide the notice** developed under paragraph (1), **together with the form described in subsection (c)(3)(A),** to an applicant for or tenants of housing assisted under a covered housing program—
- . ...
- "(C) with any notification of eviction or notification of termination of assistance;"

34 U.S.C. § 12491(d)(2)(C) (emphasis added). Thus, this Congressionally mandated notice and certification form must be included with every notice of proposed termination of tenancy or notice to vacate.

Eviction Notice Requirements--VAWA

Texas Case on VAWA Notice Requirements:

- *See Colonia Tepeyac, Ltd. v. James*, No. 05-24-00681-CV, 2025 WL 1632160, **1, 4 (Tex. App.—Dallas June 9, 2025, no pet. h.) (mem. op.) (eviction from federally subsidized housing for nonpayment of rent; property manager testified that she posted the notice to vacate on the inside of the front door, but landlord conceded that it did not comply with VAWA statute; **holding that the landlord did not establish that the notice to vacate complied with VAWA and thus "did not establish an essential element of its forcible detainer cause of action as a matter of law**.").

Notices in Federal Housing Programs (Summary)

Public Housing Program	Project-Based Voucher Program	Project-Based Section 8 Program	Section 8 Housing Choice Voucher Program	Low Income Housing Tax Credit Program (LIHTC)
1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. Must state that tenant has the right to reply c. 30-day opportunity to cure if nonpayment d. Must inform of opportunity for grievance hearing e. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	Termination by owner: 1. Notice of lease termination/notice to vacate a. Must state reasons (good cause) b. Landlord must give eviction notice to the Housing Authority Termination by Housing Auth: 1. Notice of subsidy termination a. Must specify the grounds for the termination b. Must give opportunity for a hearing If subsidy terminates, lease terminates automatically	1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. 30-day opportunity to cure if nonpayment c. 10-day opportunity to meet with the manager d. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	1. Notice to Vacate a. Must state reasons for eviction (good cause) b. CARES Act, requires 30 day's notice 2. Landlord must give eviction notice to the Housing Authority	1. Notice of Nonrenewal (if applicable) a. Must state reasons for nonrenewal (good cause) 2. Notice to Vacate a. Must state reasons for termination (good cause) b. Must state how a person with a disability may request a reasonable accommodation c. Must include VAWA notice d. CARES Act, requires 30 day's notice

Section 8 Housing Vouchers

(Section 8 Housing Choice Voucher Program)

Where's the law on notice requirements?

- Lease, and also Section 8 Tenancy Addendum, part of **HAP Contract**, Form HUD 52641-A
- Regulations at 24 C.F.R. § 982.310 (owner termination of tenancy)
- CARES Act. *See* 15 U.S.C. § 9058(c).
- Tex. Prop. Code § 24.005 (notice to vacate)



Section 8 Housing Vouchers
Eviction Notice Requirements – All Evictions

- During the lease term, the owner may evict only for serious lease violations or repeated violation of terms of the lease; violation of federal, state, or local law that imposes obligations on the tenant; or other good cause. *See* 24 C.F.R. § 982.310(a-d).
- BUT, at the end of the lease, owner may terminate without showing lease violations or good cause.

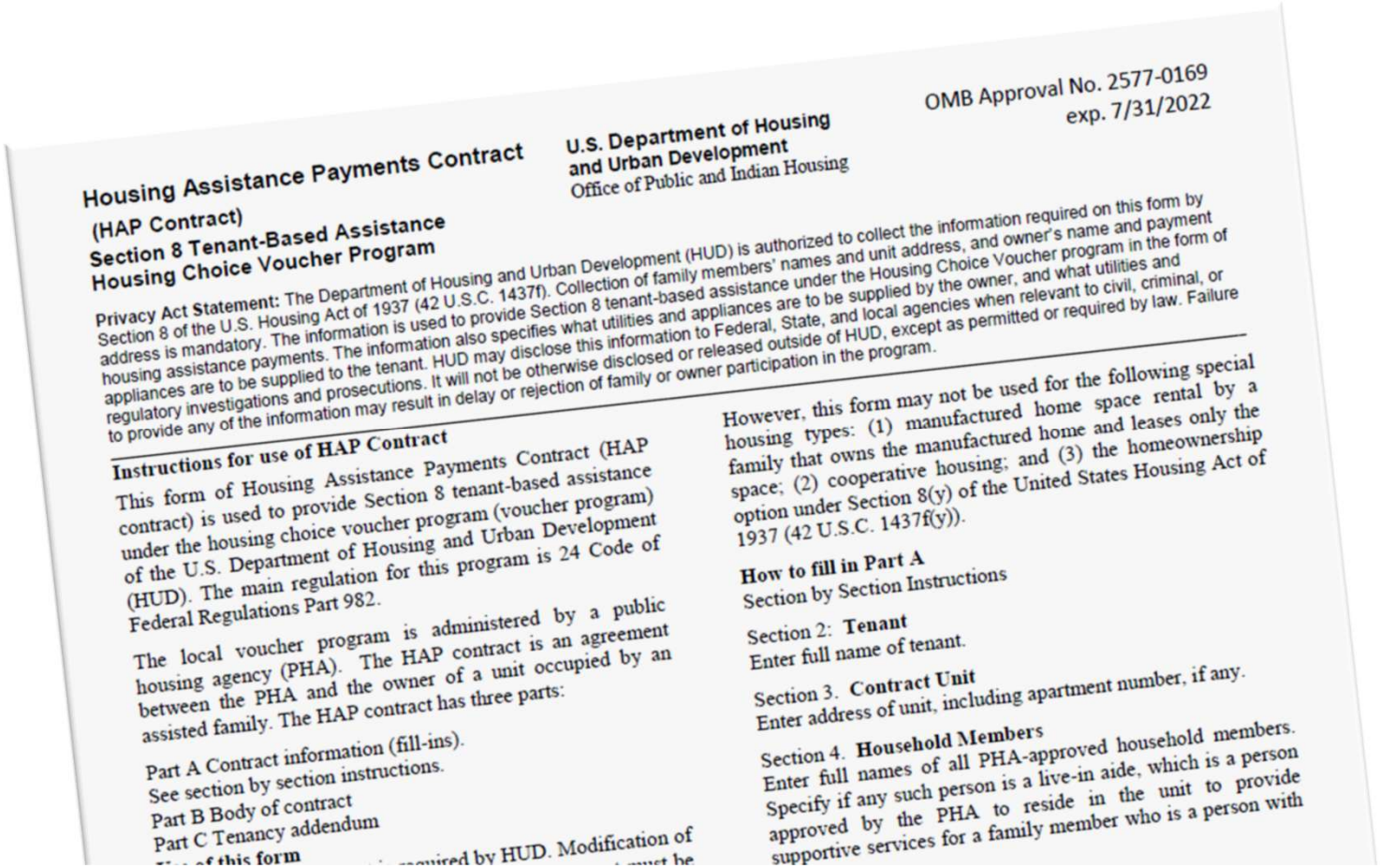
Section 8 Housing Vouchers Eviction Notice Requirements – All Evictions

- Only Notice to Vacate required. *See* Tex. Prop. Code § 24.005.
- But Notice to Vacate must state the grounds for eviction. *See* 24 C.F.R. 982.310(e).
- CARES Act applies and requires thirty-days' notice. *See* 15 U.S.C. § 9058(c).
- Unless required under another subsidy program, such as LIHTC Program, the owner is not required to give the tenant the VAWA notice of occupancy rights and certification form. *See* 24 C.F.R. § 5.2003 (defining "covered housing provider" as imposing duty on the PHA for oversight of VAWA protections.)

Section 8 Housing Vouchers Eviction Notice Requirements – All Evictions

- The owner must give the PHA a copy of any eviction notice given to the tenant. *See* 24 C.F.R. 982.310(e)(2)(ii).
- "Eviction notice" means a notice to vacate or the eviction petition filed in court.
- The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant. *See HUD Tenancy Addendum,* Form HUD 52641-A, at ¶ 11.b (April 2026).

Housing Assistance Payments (HAP) Contract in Section 8 Voucher Program



Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 7/31/2022

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).
See section by section instructions.
Part B Body of contract
Part C Tenancy addendum

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

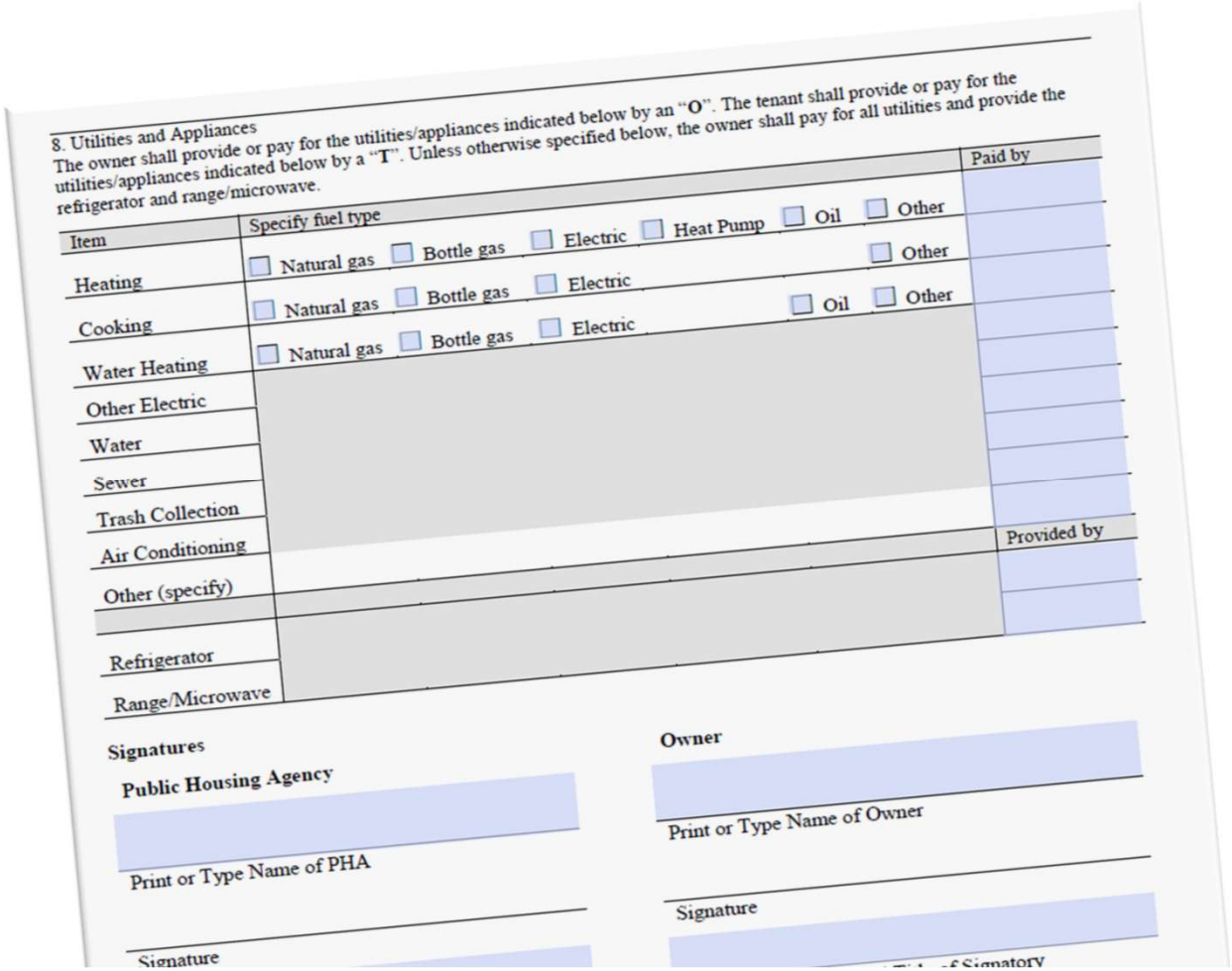
How to fill in Part A
Section by Section Instructions

Section 2: **Tenant**
Enter full name of tenant.

Section 3. **Contract Unit**
Enter address of unit, including apartment number, if any.

Section 4. **Household Members**
Enter full names of all PHA-approved household members.
Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with

Housing Assistance Payments (HAP) K



8. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "**O**". The tenant shall provide or pay for the utilities/appliances indicated below by a "**T**". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	☐ Natural gas ☐ Bottle gas ☐ Electric ☐ Heat Pump ☐ Oil ☐ Other	
Cooking	☐ Natural gas ☐ Bottle gas ☐ Electric ☐ Other	
Water Heating	☐ Natural gas ☐ Bottle gas ☐ Electric ☐ Oil ☐ Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

Signatures

Public Housing Agency

Print or Type Name of PHA

Signature

Owner

Print or Type Name of Owner

Signature

Housing Assistance Payments (HAP) K

Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

Housing Assistance Payments (HAP) K

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

Special Issues - Section 8 Vouchers

- Mandatory housing quality standards (HQS) inspections at move-in and once every year or every other year
- Failed inspection?
  - Tenant's fault – must repair by re-inspection deadline or face termination
  - Landlord's fault – must repair by re-inspection deadline or payments will be abated and then HAP contract terminated (failure to maintain unit in accordance with HQS is a breach of HAP contract)
- Tenant ONLY required to pay tenant's portion during abatement period if failed inspection is landlord's fault
- Failed inspection and landlord refuses to make repairs?

Tenant receives moving voucher and must move. HAP contract + lease terminates.

Special Issues - Section 8 Vouchers

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing

- Rent increases must be approved by housing authority before going into effect
  - Housing authority does a "rent reasonableness" determination before approval
- Tenant's late fees must be based on tenant's portion, not full contract rent
  - Landlord can charge housing authority late fees instead

Notices in Federal Housing Programs (Summary)

Public Housing Program	Project-Based Voucher Program	Project-Based Section 8 Program	Section 8 Housing Choice Voucher Program	Low Income Housing Tax Credit Program (LIHTC)
1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. Must state that tenant has the right to reply c. 30-day opportunity to cure if nonpayment d. Must inform of opportunity for grievance hearing e. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	Termination by owner: 1. Notice of lease termination/notice to vacate a. Must state reasons (good cause) b. Landlord must give eviction notice to the Housing Authority Termination by Housing Auth: 1. Notice of subsidy termination a. Must specify the grounds for the termination b. Must give opportunity for a hearing If subsidy terminates, lease terminates automatically	1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. 30-day opportunity to cure if nonpayment c. 10-day opportunity to meet with the manager d. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	1. Notice to Vacate a. Must state reasons for eviction (good cause) b. CARES Act, requires 30 day's notice 2. Landlord must give eviction notice to the Housing Authority	1. Notice of Nonrenewal (if applicable) a. Must state reasons for nonrenewal (good cause) 2. Notice to Vacate a. Must state reasons for termination (good cause) b. Must state how a person with a disability may request a reasonable accommodation c. Must include VAWA notice d. CARES Act, requires 30 day's notice

Low Income Housing Tax Credit Properties
(LIHTC or Tax Credit Properties)

Where's the Law?

- Regulations issued by Texas Dep't of Housing & Comm. Affairs. *See* 10 Tex. Admin. Code 10.802(g) (non-renewal & termination notices).
- Lease Agreement, Texas Affordable Housing Addendum
- CARES Act Thirty-Day Notice requirement. *See* 15 U.S.C. § 9058(c).
- VAWA Requirements. *See* 34 U.S.C. § 12491(a)(3)(J) (listing covered programs as including "the low income housing tax credit program").
- Tex. Prop. Code § 24.005 on notice to vacate requirements.



Tax Credit Properties

- List of Low Income Housing Tax Credit Properties available at the Texas Department of Housing and Community Affairs: https://hrc-ic.tdhca.state.tx.us/hrc/VacancyClearinghouseSearch.m
- They are everywhere. *E.g.*
  - Austin-180 projects (25,000+ units)
  - San Antonio—168 projects
  - El Paso - 130 projects
  - Brownsville - 34 projects





Low Income Housing Tax Credit (LIHTC) Properties

- Cannot discriminate against tenants with Section 8 vouchers.
  - *See* 26 U.S.C.A. § 42(h)(6)(B)(iv); 26 C.F.R. § 1.42-5(c)(1)(xi); Tex. Govt. Code § 2306.269(b) (1); 10 Tex. Admin. Code § 10.802(b)(2)(B).
- So, often tenants with Section 8 vouchers live in Tax Credit Properties

LIHTC PROGRAM
Eviction/Nonrenewal Requirements

- Good Cause required for eviction/termination of Lease
- Good Cause required for Non-Renewal of lease
  - Owner must state the good cause reasons in the notice of non-renewal and prove the grounds at the court hearing.
- Good cause is a serious or repeated violation of material lease terms

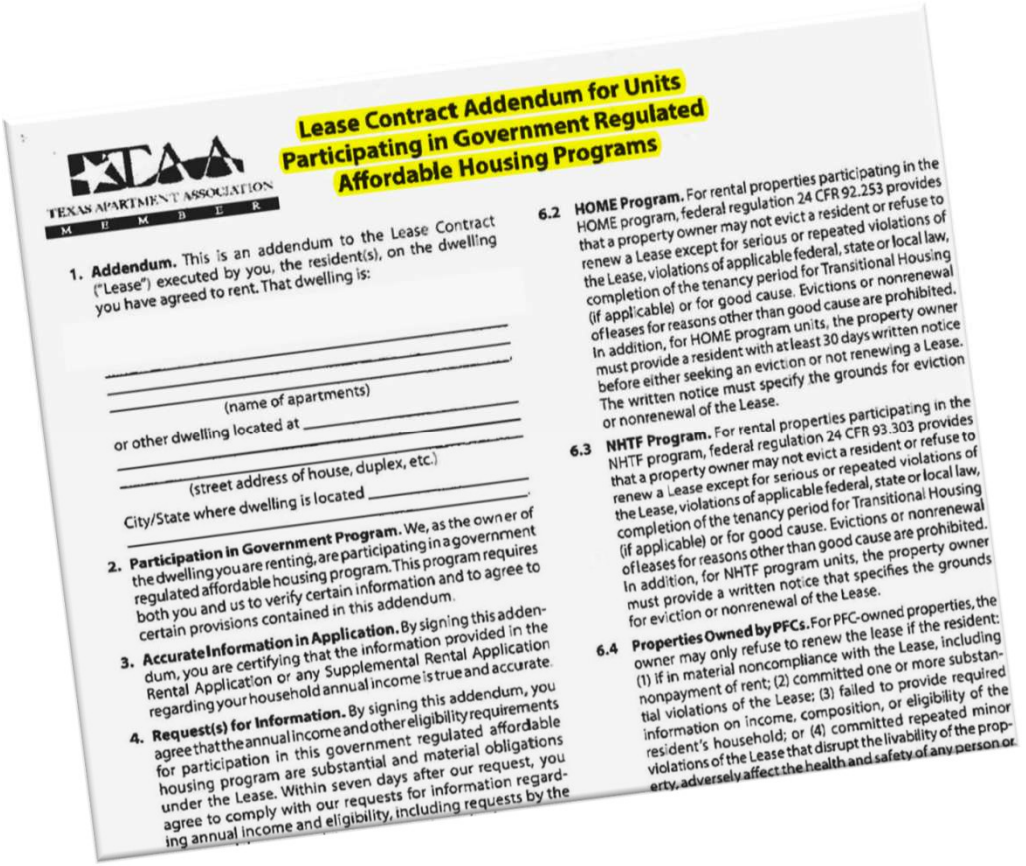


LIHTC PROGRAM
Eviction Notice Requirements

Almost all Texas landlords who participate in the LIHTC Program use the Texas Apartment Association lease and the *Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs.*

Paragraph 6.1 incorporates the good cause requirement.

LIHTC Properties



TEXAS APARTMENT ASSOCIATION
M E M B E R

Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs

1. **Addendum.** This is an addendum to the Lease Contract ("Lease") executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

_____
_____
_____,
(name of apartments)
or other dwelling located at _____
_____
(street address of house, duplex, etc.)
City/State where dwelling is located _____.

2. **Participation in Government Program.** We, as the owner of the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

3. **Accurate Information in Application.** By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

4. **Request(s) for Information.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease. Within seven days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the

6.2 **HOME Program.** For rental properties participating in the HOME program, federal regulation 24 CFR 92.253 provides that a property owner may not evict a resident or refuse to renew a Lease except for serious or repeated violations of the Lease, violations of applicable federal, state or local law, completion of the tenancy period for Transitional Housing (if applicable) or for good cause. Evictions or nonrenewal of leases for reasons other than good cause are prohibited. In addition, for HOME program units, the property owner must provide a resident with at least 30 days written notice before either seeking an eviction or not renewing a Lease. The written notice must specify the grounds for eviction or nonrenewal of the Lease.

6.3 **NHTF Program.** For rental properties participating in the NHTF program, federal regulation 24 CFR 93.303 provides that a property owner may not evict a resident or refuse to renew a Lease except for serious or repeated violations of the Lease, violations of applicable federal, state or local law, completion of the tenancy period for Transitional Housing (if applicable) or for good cause. Evictions or nonrenewal of leases for reasons other than good cause are prohibited. In addition, for NHTF program units, the property owner must provide a written notice that specifies the grounds for eviction or nonrenewal of the Lease.

6.4 **Properties Owned by PFCs.** For PFC-owned properties, the owner may only refuse to renew the lease if the resident: (1) in material noncompliance with the Lease, including nonpayment of rent; (2) committed one or more substantial violations of the Lease; (3) failed to provide required information on income, composition, or eligibility of the resident's household; or (4) committed repeated minor violations of the Lease that disrupt the livability of the property, adversely affect the health and safety of any person or

6. **Termination or Non-Renewal of Lease for Housing Tax Credit (HTC), HOME Program, NHTF Program and Properties Owned by Public Facility Corporations.** Provisions in Par. 6-6.5 of this Addendum shall apply only to residents living in a dwelling covered by the HTC, NHTF and HOME programs or properties owned by a PFC under Texas Local Government Code. Par. 6-6.5 of this Addendum also override any contrary provisions contained in the Lease. We will not evict a resident solely on the basis that the resident is or has been a victim of domestic violence, sexual assault or stalking, or has participated, testified or assisted in any matter covered by the Violence Against Women Act 2022.

6.1 **Housing Tax Credit Program.** For rental properties participating in the HTC program, IRS Revenue Ruling 2004-82 provides that a property owner may not evict a resident or terminate a tenancy except for good cause. In addition, for HTC units, we must provide the notice required under the Lease if evicting during the lease term or if terminating your residency at the end of an initial or renewal term. In addition, for HTC units, we must provide written notice specifying the grounds for eviction during the lease term or if we terminate your residency at the end of the initial or renewal term.

LIHTC PROGRAM
Eviction Notice Requirements

- What Must the Notice (Notice of Nonrenewal, Notice of Termination/Notice to Vacate) Say? *See* 10 Tex. Admin. Code 10.802(g):

1. "The owner must provide in any non-renewal or termination notice, a specific and lawful reason for the termination or nonrenewal";
2. VAWA Forms: The notice must include the TDHCA form based on HUD form 5380 "Notice of Occupancy Rights under the Violence Against Women Act" and the HUD form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation;"
3. The notice must state how a person with a disability may request a reasonable accommodation in relation to such notice; and
4. The notification must also include information on the appeals process if one is used by the property

LIHTC Properties

Nonpayment Notice to Vacate Must be 30-Day Notice

Evictions for **Nonpayment of Rent:** 30 Day Notice to Vacate Required by CARES Act.

- Texas Department of Housing and Community Affairs (TDHCA) adopted regulations requiring that LIHTC owners give a thirty-day notice to vacate in nonpayment of rent cases because of the CARES Act. *See* 10 Tex. Admin. Code § 10.613(a): "To terminate tenancy, the Owner must serve written notice to the tenant specifying the grounds for the action. For nonpayment of rent, HTC, TCAP, Exchange, and NHTF Developments require a thirty (30) day written notice."

Notices in Federal Housing Programs (Summary)

Public Housing Program	Project-Based Voucher Program	Project-Based Section 8 Program	Section 8 Housing Choice Voucher Program	Low Income Housing Tax Credit Program (LIHTC)
1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. Must state that tenant has the right to reply c. 30-day opportunity to cure if nonpayment d. Must inform of opportunity for grievance hearing e. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	Termination by owner: 1. Notice of lease termination/notice to vacate a. Must state reasons (good cause) b. Landlord must give eviction notice to the Housing Authority Termination by Housing Auth: 1. Notice of subsidy termination a. Must specify the grounds for the termination b. Must give opportunity for a hearing If subsidy terminates, lease terminates automatically	1. Notice of Proposed Lease Termination a. Must state reasons (good cause) b. 30-day opportunity to cure if nonpayment c. 10-day opportunity to meet with the manager d. Must include VAWA notice 2. Notice to Vacate (Texas Property Code)	1. Notice to Vacate a. Must state reasons for eviction (good cause) b. CARES Act, requires 30 day's notice 2. Landlord must give eviction notice to the Housing Authority	1. Notice of Nonrenewal (if applicable) a. Must state reasons for nonrenewal (good cause) 2. Notice to Vacate a. Must state reasons for termination (good cause) b. Must state how a person with a disability may request a reasonable accommodation c. Must include VAWA notice d. CARES Act, requires 30 day's notice

Late fees

- Why are late fees relevant to eviction?
  - Landlords often apply rent payments to late fees first, which means tenants can be evicted for unpaid rent if their payments do not cover late fees + rent.

(a) A landlord may not collect from a tenant a late fee for failing to pay any portion of the tenant's rent unless:

(1) notice of the fee is included in a written lease;

(2) the fee is **reasonable**; and

(3) any portion of the tenant's rent has remained unpaid two full days after the date the rent was originally due.

(a-1) For purposes of this section, a late fee is considered reasonable if:

(1) the late fee is not more than:

(A) **12 percent** of the amount of rent for the rental period under the lease for a dwelling located in a structure that contains **not more than four dwelling units**; or

(B) **10 percent** of the amount of rent for the rental period under the lease for a dwelling located in a structure that contains **more than four dwelling units**; or

(2) the late fee is more than the applicable amount under Subdivision (1), but not more than uncertain damages to the landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment.

(d) A provision of a lease that purports to waive a right or exempt a party from a liability or duty under this section is void.

Texas Property Code sec 92.019

Late fees

"And, I would say that we've also limited the amount under HUD, you are only going to be liable for your portion of the rent. If you've got a $500 rent, and only $100 is the responsibility of the tenant, the fee is only going to be assessed on that $100, not the full amount. So we are trying to clarify that as well. So, there are some great tenant protections in this bill as well."

Rep. Dade Phelan, sponsor introducing SB 1414 to House floor, May 20, 2019