

EVICTIION ONLY

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Eviction Information for Landlords and Tenants

*Provided as a courtesy to interested parties by Allen Davis, Constable of
Rains County*

Constables serve their Justice Court and the public in cases where Landlord/Owner and Tenant relationships wind up in court. Landlords/Owners and Tenants sometimes have questions about the procedures that must be followed in these cases. The provisions of the Texas Property Code, the Texas Rules of Civil Procedure, Part V – Rules of Practice in Justice Court and other laws and rules guide the proceedings in these type cases. The general information contained herein reflects how an eviction is usually handled in Rains County

IMPORTANT NOTICE – This information is not “Legal Advice”

Landlords and tenants that represent themselves in court and do not use the services of an attorney must know and understand how court and *Pro Se* litigation work and must not rely on or expect the court personnel or constable to help them or provide information on how to prosecute their case. It is unlawful and improper for the Judge and/or the Court Clerks to give you legal advice and they may not be able to answer any landlord or tenant questions that go beyond basic information about the court, i.e. “where is the court located”, “what date will the case be heard”, “what time do I need to be in court”, “how much does it cost to file an eviction”, etc. and so on. Specific questions that get into the case or other processes and procedures may go unanswered. Please do not be offended as court personnel will not be helping the opposing party in their case either. Remember, the COURT IS A NEUTRAL VENUE for parties to come into to resolve their differences. In order for the Court to be an impartial trier of the facts, only information and testimony submitted under oath and in open court can be considered. Laws are in place to ensure the right of all parties to a fair trial and to prevent secret evidence or evidence and testimony that the other litigant has not had a chance to raise objections to from being considered. In order to remain neutral and to be fair, the judge and court personnel cannot discuss your case, legal matters, give advice, tips or assistance to any of the parties as this would undermine our system of justice and fair play. If you have a lot of questions, don't understand how the process works or are seeking information from the court to help with your case, chances are your understanding of the court system is not that great and the best way to ensure a success full resolution in your case would be to consult with your family attorney as he is a trained professional in these matters. Attorneys know all the rules, how the court operates and can provide legal advice, counsel, guidance, direction and representation in your case.

The following information relates to the process only and is provided as a courtesy to any interested party that may have a need to be involved in the filing or defending of an eviction case.

There are several steps a landlord (or property owner) must follow to initiate an eviction case. All provisions related to tenants and evictions can be found in the Texas Property Code and must be adhered to by the court and the parties in the case. Below are the 3 basic steps involved in the eviction process:

- 1) **LANDLORD ISSUE WRITTEN NOTICE TO TENANT** - Prior to filing an eviction with a court, a landlord must, under the Property Code, give proper notice in writing (a Notice to Vacate can suffice) to the tenant asking them to leave the property. The minimum amount of time given in the written notice is 3 days in most **routine residential** evictions. If a foreclosure or tax sale is involved, the property is commercial or if a contract provides more time, some situations may require a longer period of notice to the tenant before a court case can be filed. Refer to Texas Property Code or an attorney if you are not sure or if there are special circumstances.
- 2) **LANDLORD FILE EVICTION CASE** - If the tenant fails to vacate under the terms of the written notice that the landlord issues, the landlord may then file an eviction case with the Justice Court after the time given in the Notice to Vacate has passed. The required forms to file a case are available at the Justice Court. A landlord would then read the instructions and complete the forms (court personnel cannot assist with the filling out of the forms). Once completed, the landlord would return the forms to the Court Clerk and pay the filing fee. At that time the clerk will provide a receipt for the payment and will set a court date so all parties will know when the hearing will be held in the case. After processing the forms the landlord files, the court clerk will issue a Citation that will be served on the tenant by the constable which will notify them of the eviction proceedings and the time and date of the court hearing. Failure of either party in the case to be present at the time and date of the hearing can result in that party losing their case. All parties should arrive for court with all the evidence, documentation and/or witnesses that they plan to use to prove or defend their case. All records of rent payments, contracts, inter-party communications, etc. may be entered into evidence to help either party prove or defend their case. After the Judge hears the testimony and reviews the evidence that was allowed in the case, he will make a ruling. The Judge will enter into an order or a Judgment in the form of a document that is the decision of the court which details the award of the court. Both parties will receive a copy. If the

landlord wins his case, the tenant is thereby evicted at that time. Some or most tenants, after losing their case in court, will vacate or leave if they have not already. Tenants in evictions, as in all other cases in our legal system, always have the right to appeal the Court's ruling to the next higher court. Approximately 10 days must pass after the hearing to allow time for the filing of the appeal. If no appeal is perfected during that period, the eviction is final. Landlords must wait for the appeal period to pass before taking the last step in the process if the tenant fails to vacate the property on their own. Note, however, that step 3 is not always required as many tenants leave on their own and do not have to be removed by law enforcement.

- 3) WRIT OF POSSESSION – In some evictions, the tenants refuse to leave even after the Judge orders the eviction. Landlords whose tenants refuse to vacate after the eviction is ordered and the appeal period has passed must sometimes be forced to leave by the sheriff or constable. If a tenant remains after the appeal period has passed and the landlord chooses not to allow them additional time to leave or wants immediate possession of his property, the landlord may return to the court and request a Writ of Possession. There is a \$200 fee for this Writ. Upon receipt of payment, the court will issue the Writ. After the Judge signs the Writ, the constable will go to the property and will present those documents to the tenant if they are still there. If no one is home, the Writ and a Warning Notice is posted to the premises. The tenant will have only 24 hours to gather up their belongings and leave. Tenant's Guide to Understanding a Writ of Possession provides more details on how the execution of the Writ by the constable works. The constable will contact the landlord and will set up an exact time to meet to remove the tenant and the tenant's property from the premises if they have not vacated. Landlord must provide the manpower to move the tenant's belongings to the curb or beside the road. Constable's duty is to maintain order and ensure the property being moved is handled according to law. Writ of Possession cannot be executed if it is raining, sleeting or snowing or bad weather is imminent.

TENANT'S GUIDE TO UNDERSTANDING A WRIT OF POSSESSION

A Writ of Possession is an order from the Court which has previously made a ruling in favor of a landlord in an eviction case. The Writ directs the constable to seize or take control of the premises subject to the order and turn it over into the landlord's possession. In other words, the constable will be forcing the tenant out who has refused to vacate after the Court has ordered the eviction. A tenant who does not vacate is ignoring or not respecting the ruling of the Judge who ordered the eviction. In our legal system, court orders are binding on the individuals subject to the order. The constable has a duty to serve the Court and will enforce the Court's orders.

1. 24 Hours after the Writ is posted (even if no one is home), the landlord is entitled to receive possession of the property. The constable will arrive to see that the landlord takes possession and to remove the tenants if they continue to remain on the property.
2. Any personal property that the tenant has not removed when the constable arrives will be handled according to provisions in the Texas Property Code. The Property Code states that the tenant's possessions can be moved to the curb or beside the street. This is the procedure in this jurisdiction. All personal property will be moved by the landlord or his agent(s) out to the street. Neither the constable nor the landlord will take or keep any of the evicted tenant's property.
3. Property placed by the street under the execution of the Writ is done so at the tenant's risk. Tenant's failure to remove their property after being evicted is negligence or abandonment on their part. Tenant is solely responsible for their property and indifference or failure to act on the eviction can result in loss of property when it is placed outside. Neither the constable nor the landlord have any responsibility for loss or damage to tenant's personal belongings. Usually, property placed at the curb disappears after the constable leaves.
4. Tenant will not be allowed inside the premises once the constable arrives and the forced eviction begins. Landlord will usually change the locks on the doors.
5. Tenants remaining may be given a Criminal Trespass Warning for the property if the landlord requests. Failure to comply with a request to leave the property after a Trespass Warning is issued will result in the arrest of those who refuse to comply.

If you are subject to a Writ of Possession and have remained on the premises with your property after ignoring the order of the eviction issued by the Court, immediate action is required on your part to spare the consequences of the execution of the Writ as outlined above.

There will be no delays or extensions on the part of the constable in the execution of the Writ.

This guide is intended to advise the tenant subject to the Writ what will occur so there is no misunderstanding about the procedure involved when a Writ of Possession is executed upon the property.

This information is provided courtesy of the Rains County Constables Office.

JUSTICE COURT CIVIL CASE INFORMATION SHEET (4/13)

CAUSE NUMBER (FOR CLERK USE ONLY): _____

STYLED

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition is filed to initiate a new suit. The information should be the best available at the time of filing. This sheet, required by Rule of Civil Procedure 502, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

<p>1. Contact information for person completing case information sheet:</p> <p>Name: _____ Telephone: _____</p> <p>Address: _____ Fax: _____</p> <p>City/State/Zip: _____ State Bar No: _____</p> <p>Email: _____</p> <p>Signature: _____</p>	<p>2. Names of parties in case:</p> <p>Plaintiff(s): _____</p> <p>_____</p> <p>Defendant(s): _____</p> <p>_____</p> <p>_____</p> <p>[Attach additional page as necessary to list all parties]</p>
<p>3. Indicate case type, or identify the most important issue in the case (select only 1):</p>	
<p><input type="checkbox"/> Debt Claim: A debt claim case is a lawsuit brought to recover a debt by an assignee of a claim, a debt collector or collection agency, a financial institution, or a person or entity primarily engaged in the business of lending money at interest. The claim can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> Eviction: An eviction case is a lawsuit brought to recover possession of real property, often by a landlord against a tenant. A claim for rent may be joined with an eviction case 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.</p>
<p><input type="checkbox"/> Repair and Remedy: A repair and remedy case is a lawsuit filed by a residential tenant under Chapter 92, Subchapter B of the Texas Property Code to enforce the landlord's duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant. The relief sought can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> Small Claims: A small claims case is a lawsuit brought for the recovery of money damages, civil penalties, personal property, or other relief allowed by law. The claim can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>

CAUSE NO. _____

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT _____
	§	
_____	§	
DEFENDANT	§	_____ COUNTY, TEXAS

PETITION – EVICTION CASE (WITH TEDP/CDC AFFIDAVIT)

COMPLAINT: Plaintiff hereby sues the following Defendant(s): _____

_____ for eviction from Plaintiff's premises (including storerooms and parking areas) located in the above precinct. The address of the property is:

_____	_____	_____	_____	_____
Street Address	Unit No. (if any)	City	State	Zip

GROUND FORS FOR EVICTION: Plaintiff alleges the following grounds for eviction:

- Unpaid rent.** Defendant(s) failed to pay rent for the following time period(s): _____ . The amount of rent claimed as of the date of filing is: \$ _____ . Plaintiff reserves the right to orally amend the amount at trial to include rent due from the date of filing through the date of trial.
- Other lease violations.** Defendant(s) breached the terms of the lease (other than by failing to pay rent) as follows: _____
- Holdover.** Defendant(s) are unlawfully holding over by failing to vacate at the end of the rental term or renewal of extension period, which was _____, 20__.

NOTICE TO VACATE: Plaintiff has given Defendant(s) a written notice to vacate (according to Chapter 24.005 of the Texas Property Code) and demand for possession. Such notice was delivered on _____, 20__ by this method: _____

SUIT FOR RENT: Plaintiff does or does not include a suit for unpaid rent.

ATTORNEY'S FEES: Plaintiff will be or will not be seeking applicable attorney's fees. The attorney's name, address, phone and fax numbers are: _____

IMMEDIATE POSSESSION BOND: If Plaintiff has filed a bond for immediate possession, Plaintiff requests that: (1) the Court set the amount of the bond; (2) the Court approve the bond; and (3) proper notices, as required by the Texas Rules of Civil Procedure, are given to Defendant(s).

SERVICE OF CITATION: Service is requested on Defendant(s) by: personal service at home or work, or by delivery to a person over the age of 16 years at Defendant's usual place of residence. If required, Plaintiff requests alternative service as allowed by the Texas Rules of Civil Procedure. Other home or work addresses where Defendant(s) may be served are:

Plaintiff knows of no other home or work addresses of Defendant(s) in this county.

RELIEF: Plaintiff requests that Defendant(s) is served with the citation and that Plaintiff is awarded a judgment against Defendant(s) for: possession of the premises, including removal of Defendant(s) and Defendant's possessions from the premises, unpaid rent, if set forth above, attorney's fees, court costs, and interest on the above sums at the rate stated in the lease, or if not so stated, at the statutory rate for judgments.

- I hereby request a jury trial. The fee is \$22 and must be paid at least 3 days before trial.
- I hereby consent for the answer and any other motions or pleadings to be sent to my email address as follows: _____
- I hereby incorporate by reference the attached Verification of Compliance with Section 4024 of the CARES Act, CDC Eviction Moratorium Order, and Eviction Diversion Program.

Plaintiff's Printed Name

Signature of Plaintiff or Agent or Attorney

Defendant's Information (if known):

Date of birth: _____

Last three digits of Driver License: _____

Last three digits of Soc. Sec. No.: _____

Phone No.: _____

Address of Plaintiff or Agent or Attorney

Phone & Fax No. of Plaintiff/Agent/Attorney

SWORN TO AND SUBSCRIBED on _____, 20_____

CLERK OF THE JUSTICE COURT OR NOTARY

CAUSE NO. _____

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT _____
	§	
_____	§	
DEFENDANT	§	_____ COUNTY, TEXAS

VERIFICATION OF COMPLIANCE WITH SECTION 4024 OF THE CARES ACT AND THE CDC ISSUED FEDERAL EVICTION MORATORIUM ORDER

My name is: _____
First Middle Last

I am (check one) the Plaintiff or an authorized agent of the Plaintiff in this eviction case. I am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.

1. Verification:

a. Plaintiff is seeking to recover possession of the following property:

Name of Apartment Complex (if any)

Street Address & Unit No. (if any) City County State ZIP

b. I verify that this property (select the one that applies): is is not a "covered dwelling" as defined by Section 4024(a)(1) of the CARES Act. The facts on which I base my conclusion are:

(Please identify whether the property has a federally backed mortgage loan, and if not, which database or information you have used to determine that fact. If the property does not have a federally backed mortgage loan, please state whether or not: (1) the property is a Low Income Housing Tax Credit (LIHTC) property, (2) the property is federally subsidized under any HUD program, or (3) the property leases to persons with Section 8 vouchers.)

c. I verify that I have reviewed the information about the Texas Eviction Diversion Program,

CARES Act
Public Law 116-136

Sec. 4024 TEMPORARY MORATORIUM ON EVICTION FILINGS.

(a) DEFINITIONS.—In this section:

(1) COVERED DWELLING.—The term “covered dwelling” means a dwelling that—

(A) is occupied by a tenant—

(i) pursuant to a residential lease; or

(ii) without a lease or with a lease terminable under State law; and

(B) is on or in a covered property.

(2) COVERED PROPERTY.—The term “covered property” means any property that—

(A) participates in—

(i) a covered housing program (as defined in section 41411(a) of the Violence Against Women Act of 1994 (34 U.S.C. 12491(a))); or

(ii) the rural housing voucher program under section 542 of the Housing Act of 1949 (42 U.S.C. 1490r); or

(B) has a—

(i) Federally backed mortgage loan; or (ii) Federally backed multifamily mortgage loan.

(3) DWELLING.—The term “dwelling”—

(A) has the meaning given the term in section 802 of the Fair Housing Act (42 U.S.C. 3602); and (B) includes houses and dwellings described in section 803(b) of such Act (42 U.S.C. 3603(b)).

(4) FEDERALLY BACKED MORTGAGE LOAN.—The term “Federally backed mortgage loan” includes any loan (other than temporary financing such as a construction loan) that —

(A) is secured by a first or subordinate lien on residential real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from 1 to 4 families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(5) FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—

(A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(b) MORATORIUM.—During the 120-day period beginning on the date of enactment of this Act, the lessor of a covered dwelling may not-

(1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or

(2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.

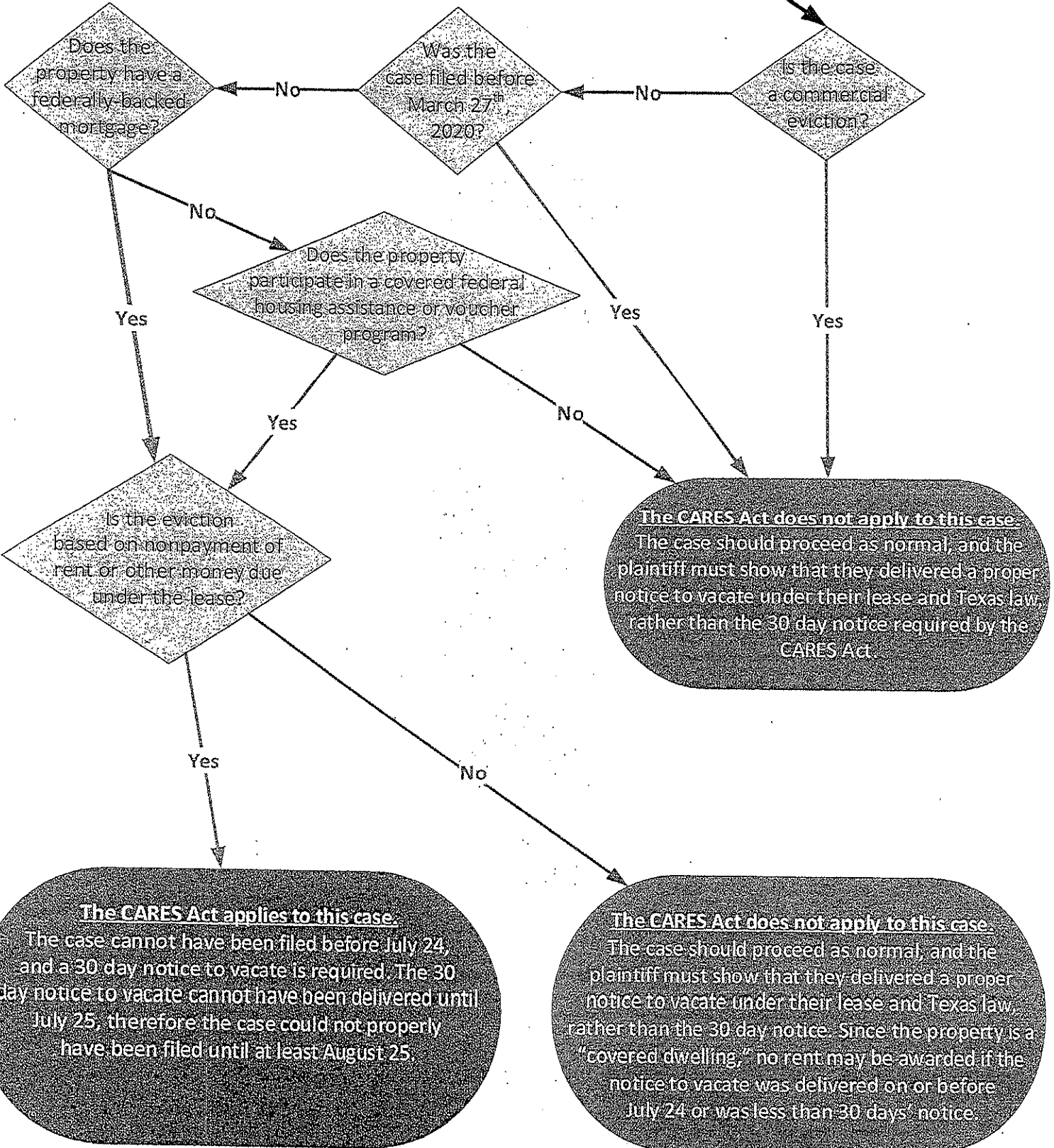
(c) NOTICE.—The lessor of a covered dwelling unit-

(1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).

CARES Act Flowchart

ALL residential eviction cases must include in an original or amended petition whether:
1) the premises is a "covered dwelling" subject to Section 4024 of the CARES Act;
2) the premises secure an FHA-insured single-family mortgage;
3) the plaintiff has provided the defendant with 30 days' notice to vacate.
(Other petition requirements related to the CDC moratorium and Texas Eviction Diversion Program also apply)



COURT NOTIFICATION TO PARTIES ON TEXAS EVICTION DIVERSION PROGRAM (TEDP)

A program called the Texas Eviction Diversion Program has been created that may be helpful to both parties in eviction cases where the eviction is for nonpayment of rent. There are certain eligibility requirements, including that neither the landlord nor the tenant are receiving federal housing assistance, that the tenant's household income is 200% or less of the poverty level, and that the tenant's ability to pay rent has been impacted by COVID-19. TDHCA will ultimately determine if the case is eligible, and can also assist with referring cases not eligible for this program to other sources of rental assistance.

If your case is eligible for the program, rental assistance will be provided for up to fifteen months of back or future rent. This benefits both parties. The landlord will receive rental payments that they are otherwise not receiving. The tenant gets the benefit of staying in the residence and avoiding months of rent becoming due all at once when the current pause on nonpayment evictions ends. Also, eviction case records are confidential if participating in the program, which can be very beneficial in securing future housing.

If both parties agree to participate, the court will pause this case for 60 days. If the program does not work to resolve the issue, the landlord may request in writing to resume the case, including sending a copy of that request to the tenant. The court will then issue a written order resuming the case as long as there is not a moratorium order in effect at that time that requires the court to keep the case paused. If there is a moratorium in effect at that time, the eviction case will resume once the moratorium no longer applies.

If no request is made to resume the case within the 60 day period, the case will be dismissed and the records will remain confidential.

For more information on the program, please see <http://txcourts.gov/programs-services/eviction-diversion-program/>, including the informational brochure, and <https://www.tdhca.state.tx.us/TEDP.htm>.



STATE OF TEXAS EVICTION DIVERSION PROGRAM



The Texas Eviction Diversion Program (TEDP) helps Texas tenants stay in their homes and provides landlords an alternative to eviction. The TEDP may provide up to six months of rental assistance for eligible tenants who are behind on their rent due to the COVID-19 pandemic and have been sued for eviction. Both the tenant and the landlord must agree to participate and meet the requirements in the chart below. This temporary program is a unique partnership between the Supreme Court of Texas, Texas Office of Court Administration, and the Texas Department of Housing and Community Affairs (TDHCA).

- Assistance can be used to pay the full contracted rent that is past due (up to five months), and the remainder may be used to pay for subsequent months of assistance (up to a total of six months).
- The TEDP uses a special court process that allows courts to put eviction lawsuits on hold and divert them to the TEDP. Under the TEDP, lump sum payments are provided to landlords for rental arrears in exchange for allowing tenants to remain in their homes and forgiving late fees. Diverted cases will be dismissed and made confidential from public disclosure.

LANDLORD / UNIT	TENANT / HOUSEHOLD
<p>Eligibility Requirements:</p> <ul style="list-style-type: none"> ⊛ Assistance for rent no older than April 2020 ⊛ Rent for the household assisted may not exceed the TDHCA maximum limits (limits available by zip code at http://www.tdhca.state.tx.us/TEDP.htm) ⊛ Must have a bank account and accept direct deposit ⊛ Units that are already receiving project-based assistance or are public housing units are INELIGIBLE ⊛ Units owned by a unit of government may be ineligible 	<p>Eligibility Requirements:</p> <ul style="list-style-type: none"> ⊛ Household income at or below 200% of poverty or 80% of Area Median Income* ⊛ Household has been financially affected by the COVID-19 pandemic ⊛ Tenants are INELIGIBLE if they are receiving tenant-based voucher assistance, are in a unit receiving project-based assistance, or are in public housing
<p>Documents Needed:</p> <ul style="list-style-type: none"> ⊛ Copy of the executed lease with the tenant, or if no written lease, required certification proving tenancy ⊛ Documentation of Missed Payments (ledger, etc.) ⊛ IRS W-9 ⊛ Landlord TEDP form completed ⊛ Landlord TEDP certification completed 	<p>Documents Needed:</p> <ul style="list-style-type: none"> ⊛ Personal ID ⊛ If no written lease, evidence of unit tenancy ⊛ Income: evidence of eligibility under other qualified program** OR income evidence for past 30 days ⊛ Tenant TEDP form completed ⊛ Tenant TEDP certification completed
<p>You Will Be Required to Certify that You:</p> <ul style="list-style-type: none"> ⊛ Will waive late fees, penalties, and not pass court costs to the tenant ⊛ Have not received assistance from another program for the same months of rent for this client and will not apply in the future for the covered months ⊛ Will release the tenant from payment liability for this time period, waive all claims raised in the eviction case, and not evict the tenant for the period covered by TEDP ⊛ Will reimburse the TEDP within 10 business days if you receive rent payment for this same time period ⊛ If no written lease, will certify the lease term, rent amount, and be able to provide proof of tenancy 	<p>You Will Be Required to Certify that:</p> <ul style="list-style-type: none"> ⊛ Your household has been economically impacted by the COVID-19 pandemic ⊛ You have not received rental assistance for the same months of rent and will not seek such assistance in the future for the covered months ⊛ You have not previously received rental assistance funded with CDBG CARES funds that, together with this assistance, will exceed 6 months in total ⊛ If no written lease, must certify lease term, rent amount, and ability to provide proof of tenancy

Who Can Help Me Access the Program?

COURT	PROGRAM
<p>Go to: www.txcourts.gov/eviction-diversion/ Call: 855-270-7655 (Texas Legal Service Ctr.)</p>	<p>Go to: http://www.tdhca.state.tx.us/TEDP.htm Call: 800-525-0657 or 512-475-3800 (pick option 4)</p>

TEDP is only available in select areas of the state initially. During that time eligibility is based on a household income below 200% of poverty:

Household Size	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
200% Poverty	\$25,520	\$34,480	\$43,440	\$52,400	\$61,360	\$70,320	\$79,280	\$88,240

For households with more than 8 persons, add \$8,960 for each additional person.
 ** You are considered eligible, and need no other documentation, if you have evidence that you: 1) are currently receiving assistance under SNAP, SSI, LIHEAP, or Medicaid; OR 2) if you are living in a qualifying rent-restricted property and have evidence of an income certification from that property dated on or after March 31, 2020, and within 12 months of the application for assistance, and self-certify that your income remains below the limit. In some circumstances the TEDP administrator may allow self-certification of income, but the tenant must still be able to demonstrate evidence upon request.