

**ORDER 20201217-022**

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**BY**

**THE MAYOR OF THE CITY OF AUSTIN**

**WHEREAS**, on March 6, 2020, a Declaration of Local Disaster was issued to allow the City of Austin to take measures to reduce the possibility of exposure to COVID-19 (also referred to as the pandemic) and promote the health and safety of Austin residents; and

**WHEREAS**, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Greg Abbott due to the COVID-19 pandemic and has since issued numerous Executive Orders related to the pandemic, including Executive Orders GA-29 on July 2, 2020, GA-31 on September 17, 2020, and GA-32 on October 7, 2020; and

**WHEREAS**, the COVID-19 virus is contagious and spreads through person-to-person contact, especially in group settings; and

**WHEREAS**, on March 26, 2020, Mayor Steve Adler issued Order No. 20200326-008, that prohibited certain actions by landlords in order to reduce the spread of COVID-19 and to decrease opportunities for person-to-person contact; and

**WHEREAS**, on March 27, 2020, President Trump signed the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) (Public Law 116-136) that provides forbearance opportunities for property owners with a federally backed mortgage loan or federally backed multi-family mortgage loan; and

**WHEREAS**, on May 7, 2020, Mayor Adler issued Order No. 20200507-010, that prohibits certain actions by landlords in order to reduce the spread of COVID-19 and to decrease opportunities for person-to-person contact; and

**WHEREAS**, on July 24, 2020, Mayor Adler issued Order No. 20200724-18 that prohibits certain actions by landlords in order to reduce the spread of COVID-19 and to decrease opportunities for person-to-person contact; and

**WHEREAS**, on August 15, 2020, Mayor Adler issued Order No. 20200815-19 that imposes limitations on gatherings and occupancy limits; and requires faces coverings and social distancing to attempt to mitigate creased transfer of COVID-19; and

**WHEREAS**, on September 4, 2020, the Centers for Disease Control (CDC) issued an order that prohibits residential evictions under certain circumstances until December 31, 2020 ("CDC Order"); and

**WHEREAS**, on September 30, 2020, Mayor Adler issued Order No. 20200930-20 that prohibits certain actions by landlords in order to reduce the spread of COVID-19 and to decrease opportunities for person-to-person contact; and

**WHEREAS**, on December 15, 2020, Mayor Adler issued Order No. 20201215-021 that imposes limitations on gatherings; and requires faces coverings and social distancing to attempt to mitigate increased transfer of COVID-19; and

**WHEREAS**, to comply with the Mayor's Orders, Governor Abbott's Executive Orders, and federal guidance; and to avoid person-to-person contact, individuals may be unable to work, which will impact a tenant's ability to pay rent, fees, or other charges associated with the tenant's lease;

**WHEREAS**, Austin City Council Resolution No. 20200917-062 (Resolution No. 20200917-062) recognized that the following industries: childcare, live-music venues, arts venues, and restaurants/bars were among the industries first detrimentally impacted by the pandemic and are expected to be the last to recover from the pandemic; and

**WHEREAS**, the health and safety of individuals and recovery of the industries described in Resolution No. 20200917-062 are vital to Austin's recovery from the pandemic; and

**WHEREAS**, as of December 15, 2020, Travis County has experienced 42,856 confirmed cases of COVID-19 and 507 deaths as a result of the disease; and

**WHEREAS**, the local Health Authority continues to encourage people to stay home except when necessary, and to wear face coverings to provide for the safety of the public while businesses are reopening and when individuals are outside their household; and

**WHEREAS**, COVID-19 continues to menace the health of Austin residents and the Austin economy, and the local Health Authority has advised on the need for continued vigilance by individuals and Austin businesses in complying with mandatory health measures; and

**WHEREAS**, providing a notice to vacate, as the first step to an eviction proceeding, during the disaster period will destabilize the economy and will contribute to additional person-to-person contact; and

**WHEREAS**, removing a tenant's property or excluding a tenant during the disaster period will contribute to additional person-to-person contact.

**NOW THEREFORE, I, MAYOR OF THE CITY OF AUSTIN, PURSUANT TO THE AUTHORITY VESTED BY TEXAS GOVERNMENT CODE CHAPTER 418, HEREBY FIND AND ORDER:**

**SECTION 1.** That the findings and recitations set out in the preamble to this Order are found to be true and correct and they are hereby adopted by the Mayor and made a part hereof for all purposes; and that this Order supersedes Mayor's Order No. 20200930-20.

**SECTION 2.** Effective immediately and continuing through February 1, 2021, unless terminated or modified by a subsequent order, the Mayor of the City of Austin deems it in the

public interest to **PROHIBIT**, except as otherwise provided in this section, the issuance of Notices to Vacate (as defined in Section 5, below) to a: (i) residential tenant who fails to pay rent and the amount of the tenant's rent is \$2,475 or less per month, (ii) a residential tenant who fails to pay rent and provides the landlord the CDC Declaration (attached as Exhibit A to this order), or (iii) a commercial tenant (as defined in Section 5, below). In this section, a tenant includes an individual who holds over beyond the end of the rental term or renewal period. A landlord may issue a notice to vacate to a tenant described in this section if:

- (1) the actions of the tenant, or the tenant's household members, customers, employees, or guests, pose an imminent threat of (a) physical harm to the property owner, the property owner's employees, or other tenants, including other tenants within the household; (b) criminal activity; or (c) property damage that interferes with the use a dwelling that is occupied by other tenants; or
- (2) an insured casualty loss such as fire, smoke, hail, explosion, or a similar cause creates a condition that makes the residential premises totally unusable.

**SECTION 3.** Effective immediately and continuing through February 1, 2021, unless terminated or modified by a subsequent order, the Mayor of the City of Austin deems it in the public interest to **PROHIBIT** the removal of property or exclusion of a tenant by a property owner in the manners described in the applicable sections of the Texas Property Code.

**SECTION 4.** Effective immediately and continuing through February 1, 2021, unless terminated or modified by a subsequent order, the Mayor of the City of Austin deems it in the public interest to **PROHIBIT** the seizure of a tenant's nonexempt property subject to a lien created under Texas Property Code Section 54.041.

**SECTION 5.**

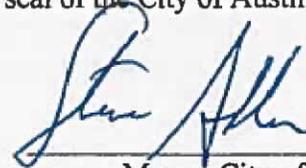
- a. **Commercial Tenant** means a tenant who operates a childcare business, live-music venue, arts venue, or restaurant/bar.
- b. **Issuance** means any method of providing notice authorized by Texas Property Code Section 24.005.
- c. **Notices to Vacate** means the notice to vacate required by Section 24.005 that must be provided prior to filing eviction suit.

**SECTION 6.** That peace officers, City of Austin Code Department inspectors, and the Office of the Austin Fire Marshal, are hereby authorized to enforce this Order. A violation of this Order may be punishable through criminal enforcement. A person who violates this Order violates Austin City Code section 2-6-24. A violation is a misdemeanor punishable by a fine not to exceed \$1,000. A violation of this Order may be enforced by the filing of a probable cause affidavit alleging the criminal violation with the appropriate court or by issuing a citation to the person violating, that contains written notice of the time and place the person must appear before a magistrate of this state, the name and address of the person charged, and the offense charged.

**SECTION 7.** The City of Austin will post this Order on its website. In addition, property owner who rents real property that is likely to be impacted by this Order is strongly

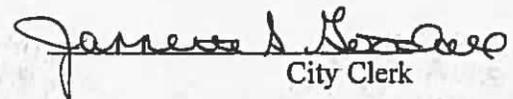
encouraged to post a copy of this Order at the rental property and to provide a copy to any member of the public asking for a copy. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remainder of this Order and its application.

**ORDERED** this the 17<sup>th</sup> day of December 2020, in the City of Austin, Travis County, Texas, in witness whereof I subscribe my name and cause to be affixed the seal of the City of Austin.

  
\_\_\_\_\_  
Mayor, City of Austin

Filed with me, the City Clerk of the City of Austin, this 17<sup>th</sup> day of December 2020, by Mayor Steve Adler, whose signature I hereby attest under my hand and the seal of the City of Austin.



  
\_\_\_\_\_  
City Clerk

## EXHIBIT A

Form Approved  
OMB Control No. 0920-1303  
Expiration Date: 12/31/2020

### **[FORM] DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

I certify under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;<sup>1</sup>
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary<sup>2</sup> out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;

<sup>1</sup> "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

<sup>2</sup> An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

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- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.<sup>3</sup>
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to state and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

\_\_\_\_\_  
Signature of Declarant

\_\_\_\_\_  
Date

<sup>3</sup> "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate federal, state, or local occupancy standards and that would not result in an overall increase of housing cost to you.