



## **Information for Tenants Concerning the Lease and COVID-19**

The COVID-19 pandemic is causing unprecedented impact and uncertainty for tenants and landlords. To address these uncertainties, Texas REALTORS® is providing answers to several frequently asked questions regarding your lease and the COVID-19 pandemic.

### **Do I still need to pay rent during the COVID-19 pandemic?**

Yes. There have been no laws passed or decrees that freeze rental payments. Tenants are still contractually obligated to make rent payments according to the terms of their lease.

### **If I am unable to pay rent during this time, what should I do?**

You should communicate with the landlord or property manager as soon as possible. Your landlord or property manager may be able to set up a payment plan, waiver, or a rental forbearance for tenants that are facing financial difficulties due to the COVID-19 pandemic. Note: The landlord or property manager is under no legal obligation to enter into a payment plan or other modification of the lease.

### **Can I be evicted for failure to pay rent?**

While courts may still accept new eviction case filings, the Texas Supreme Court has generally suspended all proceedings and deadlines for residential evictions through April 19. Additionally, writs of possession—a court order allowing a sheriff to seize the property and return it to the landlord—may be issued but not posted or executed through April 26. The court provided an exception to its emergency order for certain eviction cases where the tenant or the tenant's household members or guests poses an imminent threat of criminal activity or of physical harm to the landlord, the landlord's employees, or other tenants. Such cases may nevertheless proceed during this time.

Depending on the location of the property, tenants can still be issued a notice to vacate for non-payment of rent. Therefore, it is important for you to communicate with your landlord as soon as you can to come to an understanding about the payment of rent.

### **Can I terminate an executed residential lease due to COVID-19?**

No. The Texas REALTORS® residential lease provides that unless otherwise provided by law, the tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death. No laws are currently in place that allow a tenant to terminate early due to COVID-19 related reasons. Tenants are encouraged to consult with an attorney if they want to proceed with terminating.

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