

Red Wagon Properties Offers Landlords Important Information Regarding Texas Regulations and Conditions During Covid-19

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SAN ANTONIO, TEXAS, UNITED STATES, April 21, 2020 /EINPresswire.com/ -- Red Wagon [Properties in San Antonio](#) wants landlords to be aware of some special Texas regulations and conditions that will be in force during this COVID-19 pandemic. They are as follows:

Non-Payment of Rent: To date, Texas has passed no laws or decrees that freeze rental payments. During this COVID-19 pandemic, tenants remain contractually obligated to make all their rent payments according to the terms of their lease.

Should a tenant claim to be unable to pay rent during this time because they are suffering financial difficulties as a result of the COVID-19 pandemic, landlords may wish to set up a deferred payment plan, waiver, or rental forbearance agreement. The COVID-19 Lease Payment Plan Agreement (TXR2227), made available by [Texas Realtors](#), is an attempt to assist tenants who are facing financial difficulties and who might otherwise violate the terms of their lease, in coming to an agreement with their landlord regarding a temporary, more lenient rental payment plan.

This plan requires proof of a financial hardship, of course. Each landlord may determine in his or her sole discretion whether the proof offered by the tenant is satisfactory. Entering into the COVID-19 Lease Payment Plan Agreement in no way amends the original lease or waives any of the landlord's rights to enforce that lease, should there be any violation.

Even during this COVID-19 pandemic, however, no landlord is legally obligated to accept a COVID-19 Lease Payment Plan Agreement, or any other modification of a current lease.



Eviction for Non-Payment of Rent: The Texas Supreme Court has suspended all proceedings and deadlines for residential evictions through April 19, 2020. There is, however, an exception for certain residential evictions where the landlord can show an imminent threat of criminal activity or physical harm.

The court has also prohibited posting or executing writs of possession—the normal court order allowing a sheriff to seize a property and return it to the landlord. This prohibition is currently scheduled to last through April 26, 2020.

The Texas Supreme Court's emergency orders allow Texas courts to continue accepting new eviction filings for nonpayment of rent or other amounts due under the lease. However, the CARES Act—recently passed by the federal government and in force beginning on March 27, 2020 and currently mandated through July 24, 2020—prohibits landlords of certain residential properties from making such filings and charging late fees or other costs. Many residential properties are covered by both the CARES Act and the Texas Supreme Court order.

Landlords should be aware that local governments may also choose to take action to limit evictions. Such local actions may go beyond those mandated by the Texas Supreme Court and the Federal CARES Act. Therefore, it is important for landlords to carefully monitor actions taken by cities and counties in which they hold property.

Is My Property Affected by These New Laws and Regulations? The CARES Act generally applies to every property occupied by a tenant under a residential lease, provided that the property: Participates in a covered housing program or the rural housing voucher program, or Carries a federally-backed mortgage loan or a federally-backed multifamily mortgage loan.

Is A Tenant Required to Prove Financial Hardship Due to COVID-19? The CARES Act moratorium on filing evictions for nonpayment of rent or other amounts due under the lease applies whether or not the tenant offers legal proof of hardship due to the COVID-19 pandemic. The moratorium is based strictly on the characteristics of the property in question.

Can A Tenant Forbid Viewings of the Property During the COVID-19 Pandemic?

A landlord must grant a tenant's request for a reasonable accommodation to forbid viewings of the property unless the request:

Is unduly burdensome, a fundamental alteration of the landlord's program, or there is another accommodation that is just as reasonable; or

Poses a direct threat to the health or safety of other residents or when the tenancy would result in substantial physical damage to the property of others.

Landlords may be able to insist on other reasonable accommodations, rather than a total bar to all viewings, such as screening a prospect wishing to view the property for coronavirus exposure or implementing cleaning protocols after the prospect has viewed the property. Landlords should consult with their attorney for more details on this matter.

Can Residential Tenants Refuse Access to A Property for Fear Of Contracting COVID-19? No.

Subparagraph B of Paragraph 14 of the Residential Lease (TXR 2001) and the Residential Lease for Multi-family Property Unit (TXR 2011) states that landlords or their agents may enter a property at reasonable times without notice to make repairs or to show the property to prospective tenants, buyers, or certain others.

However, landlords or property managers may want to screen prospects for coronavirus exposure. In doing so, they must follow fair housing guidelines against discrimination based on race, color, national origin, religion, sex, familial status, or disability.

Because the COVID-19 pandemic is causing unprecedented impact and uncertainty for tenants

and landlords, Red Wagon Properties in [San Antonio](#) is providing these answers to several frequently asked questions regarding the enforcement of residential leases during the COVID-19 pandemic.

Red Wagon Properties

Kris Hochart

+1 210-695-1100

[email us here](#)

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