

# TEXAS EVICTION DIVERSION PROGRAM – LANDLORD FORM AND CERTIFICATION

**Administrator:**

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**Tenant Name:**

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**Unit Address:**

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**Number of Bedrooms:**

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**Unit Monthly Contract Rent:**

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**Year of Construction:**

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**Period of Lease:**                      to

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**Was the unit's rent income restricted by HUD, USDA or TDHCA?:**  Yes  No

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**If yes, was an income certification performed on the unit on or after April 1, 2020?**  Yes\*  No

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**List of Months of Arrears Being Requested (e.g., April, May, June):**

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**Total Amount of Arrears Being Requested:**

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**Court Case # (Docket #):**                      **Justice of the Peace (J.P.) Precinct #**                      **in**                      **County**

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**Owner Name:**

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**Landlord Name (if different from Owner):**

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**Landlord Contact Name:**

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**Landlord Agent's Name (if different from Owner or Landlord Contact):**

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**Landlord/Agent's email:**

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**Landlord/Agent Address:**

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**Landlord/Agent Phone:**

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\* If yes, attach the Household Income Certification.

By signing below, Landlord certifies that:

1. The Tenant named above is the Tenant that has occupied the Unit identified above and for which assistance is being requested.
2. Landlord understands that this program requires participation from both the Landlord and Tenant and if the Tenant does not elect to do so, no assistance will be provided.
3. Landlord is not requesting assistance for any month of assistance prior to April 2020.
4. Landlord must accept payment from Administrator via direct deposit, to an insured account at a financial institution within the United States, unless otherwise agreed to by Administrator.
5. That the Unit listed above is not receiving any other form of government assistance for the same months of rent for which this assistance is requested, including tenant-based voucher assistance and project-based assistance, and the Unit is not public housing.
6. That the Property is not owned by a Unit of Local Government or public agency, including but not limited to a City, County, State, Public Housing Authority, Council of Governments Housing Finance Agency, or Local Mental Health Authority or that if it is owned by such entity the name of such entity is noted here: .
7. Landlord will not seek to obtain assistance in the future for the Unit listed above and for the same months of rent or rental arrears covered by this assistance and that to the extent any such assistance is received, a repayment of this assistance will be repaid to the Administrator within 10 calendar days.
8. Landlord has not previously received, nor will apply to receive, rental assistance funded with Community Development Block Grant (CDBG) Coronavirus Relief Act funds that, together with this assistance, will exceed 6 months in total for this Unit occupied by this Tenant or for any other Unit for this Tenant.

9. That Landlord has attached a copy of the Tenant's lease to this form, or that if there is no written lease, the information provided above regarding the terms of the lease with the Tenant named above and rent amount are true and accurate, and that I have attached proof of Unit ownership or ability to sublease, and payment from or benefiting Tenant dated on or after February 1, 2020.
10. That if the written lease or oral agreement is expired or will expire during period covered by this assistance, Landlord will enter into a new written lease or extend the current lease with Tenant for a monthly payment amount no greater than the monthly amount for the expired or expiring lease or agreement, for a time period at least equal to the period covered by the rent assistance. The new lease may not increase or impose other fees or charges not allowed under the current lease or oral agreement with the tenant, including but not limited to pet rent or trash pick-up. The Landlord may continue to charge the actual cost of providing utilities if allowed under the original lease or oral agreement.
11. That if there is any portion of the rent or rental arrears that is to be paid by the Tenant or on behalf of the Tenant (Tenant Payment), Landlord must confirm receipt of such payment or certify forgiveness for the portion of rent or rental arrears prior to the Administrator making an assistance payment to the Landlord.
12. That late fees and penalties for nonpayment of rent or any other costs for the above-named Tenant have been or will be discharged upon payment from Administrator, and no court costs will accrue or be charged to the Tenant.
13. That the Landlord hereby releases the tenant from payment liability for the time period covered by the assistance, waives all claims raised in the eviction case, and will not evict the tenant for the period covered by the program for any reason, except future actions that pose an imminent threat of criminal activity or physical harm to the landlord, to the landlord's employees, or other tenants.
14. Landlord acknowledges that all information collected, assembled, or maintained by Administrator pertaining to this Contract, except records made confidential by law or court order, are subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
15. Landlord shall provide the U.S. Department of Health and Human Services or U.S. Department of Housing and Urban Development, as applicable based on the funding source of the assistance, the U.S. Inspector General, the U.S. General Accounting Office, the Texas Comptroller, the Texas State Auditor's Office, the Office of Court Administration and the Texas Department of Housing and Community Affairs, or any of their duly authorized representatives, access to and the right to examine and copy records related to a payment made as a result of this certification.
16. That if the Owner is a different legal entity than the Landlord, that Landlord or Landlord's Agent certifies it has the legal authority to enter into this agreement, and that if an Agent is executing this form that documentation of agency is attached.
17. That the information provided is true, accurate, and complete, and if requested, Landlord is able to provide further documentation to support any representations.

Warning: Title 18, Section 1001 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency in the United States as to any matter within its jurisdiction.



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
Street Address: 221 East 11th Street, Austin, TX 78701 Mailing Address: PO Box 13941, Austin, TX 78711  
Main Number: 512-475-3800 Toll Free: 1-800-525-0657 Email: [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us) Web: [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us)



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Signature of Owner, Landlord or Agent

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Date