

Questions and Answers from Webinar on September 18, 2020 [UPDATED AS OF 9/28/2020]

Below is a non-exhaustive list of questions asked during the webinar last week. As more than 200 questions were asked, we took care to remove duplicates on this list.

If you still feel like you are unsure of the answer to your question after attending the webinar/watching the recording, reading the TJCTC Coronavirus Page, and reading through these questions and answers, feel free to post a question or particular fact pattern to the Legal Board or call the TJCTC Attorney who is on calls.

1. Just want to clarify, the moratorium is effective only on evictions filed on or before Sept. 4th, correct?

No, the protections in the CDC Order apply going forward from the effective date of the CDC Order (Sept. 4) on ANY case that is still pending or filed from pre-filing through execution of the writ of possession.

2. In our court, we have two cases set for Wednesday where the property was bought through a foreclosure and the Plaintiff is seeking "possession only" and provided a 30 day vacate notice. Does CDC moratorium apply to this case?

There are two main key points on when the moratorium applies:

1. Is this a non-payment case? (this means that the breach alleged = they didn't pay rent) It does not refer to what relief they are asking for (possession only)
2. Did the tenant provide the Declaration to the landlord?

3. Do they need to provide proof of loss of income or reduced hours? Or do we just take their word for it?

Proof may be provided in a variety of forms just like in any other hearing. Any witness, including a party, will be sworn to tell the truth. The court may believe a person's testimony, or the party might also provide another form of evidence, like the document that you describe. There is no specific requirement for the type of evidence that must be provided.

Also, remember, the Declaration will be taken as true unless the landlord contests the Declaration. The landlord will have the burden of proof at the contest hearing.

4. Whose responsibility is it to get the Declaration forms to the tenants? That's the issue we're having here.

There is a new requirement in the Supreme Court's 25th Emergency Order that requires the court to provide the Declaration form with all eviction citations.

5. Who takes the "oath" when they sign & swear to the Declaration?

Any notary or other person who is authorized to take oaths may verify it **OR** it can be signed under penalty of perjury (the TJCTC form does it this way).

6. Can the landlord contest the Declaration?

Yes. There is a procedure for the landlord to contest the Declaration provided in the Supreme Court's 25th Emergency Order.

7. Can they be evicted for smoking on a no smoking property, or having a dog?

Yes. Remember that the CDC Order only applies its moratorium on eviction cases where the breach is NONPAYMENT OF RENT. If the landlord is alleging another breach of the lease or ground for eviction, the eviction case may proceed (of course subject to the CARES Act).

8. What about people who are not on the lease and are living in the household?

Occupants have no grounds to file a Declaration. If the tenant that the occupant has possession under is a "covered person" then the occupant could not be evicted. If the tenant is not a covered person and they are evicted, the occupants under them would also be evicted.

9. We recently had a CDC Declaration filed after judgment but before execution of Writ of Possession. This case had two tenants and only one signed the declaration. Our court abated the case, however, should the constable have proceeded with executing the Writ of Possession on the other tenant who did not sign the declaration?

Yes. Each tenant must sign a Declaration and serve it on the landlord. If one tenant does not provide the Declaration, the eviction may proceed against that tenant. We see no problem with both tenants signing and swearing to one Declaration form, so long as they each swear that the requirements in the Declaration are met in regards to themselves.

10. If the lease has expired does this fall under the CDC moratorium?

No. Remember that the CDC Order only applies its moratorium on eviction cases where the breach is NONPAYMENT OF RENT. If the landlord is alleging another breach of the lease or ground for eviction, including holding over beyond the expiration of a lease or a properly terminated tenancy at will, the eviction case may proceed (of course subject to the CARES Act).

11. If the petition states nonpayment of rent, can they change at the hearing and say I don't want the money, I just want possession, can they do that?

No. The breach that is something other than nonpayment of rent must be alleged in the petition. If the petition is amended, the trial on the eviction will likely need to be rescheduled, to give the tenant notice of the newly-alleged breach.

Remember when we say nonpayment or other reason we are talking about the BREACH, not what relief the tenant is asking for. Even if the landlord is not seeking back rent, the alleged breach may still be that the tenant did not pay rent.

12. If a tenant files a Declaration, does that tenant have to prove that the Declaration is true?

The Declaration should be taken as true unless the landlord contests it.

13. What constitutes best effort?

There is no magic formula for what “best efforts” means under the CDC Order or the Supreme Court’s 25th Emergency Order. The court will have to take evidence on what the tenant has done and make a determination on whether or not they believe they made their best efforts.

14. Can a defendant file a declaration up until the appeal date?

They can file and serve a Declaration at any time until a writ of possession is EXECUTED. This means in an appeal they may be filing the Declaration with a county court who the case has been appealed to. If a Declaration is filed in the justice court after the appeal has been perfected and the case has been sent to county court, the court should forward the Declaration to the county court where the appeal is pending. If the Declaration is filed prior to the appeal being perfected, the court must abate the case immediately.

15. What if the plaintiff listed nonpayment and other lease violations? Can the plaintiff amend their petition to be only lease violations?

Yes. The landlord/plaintiff can go forward with their alleged breaches that are not for nonpayment. The court will only order on those breaches other than nonpayment, and no back rent will be awarded. It is not necessary that the landlord amend their petition, but they may do so if they wish.

16. Do all of the bullet points in the Declaration have to be proved or just one?

The tenant must sign the Declaration swearing that ALL of the bullet points/requirements in the Declaration apply to them and are true.

17. Once the moratorium is over, is the JP able to give a deadline for the back pay?

Yes, once the moratorium expires, the landlord can pursue eviction for nonpayment as well as accumulated rent and late charges. This does not prevent the landlord from seeking their back rent in a small claims case or even a civil case in a higher court if the amount is over \$20,000.

18. If they get evicted for criminal activity can the defendant give the landlord a Declaration after the judgment will that halt the writ of possession?

Only evictions for nonpayment are barred by the CDC moratorium. Therefore, TJCTC believes that if a Declaration is filed in an eviction case that is **only for reasons other than nonpayment**, the court could on its own issue written findings that the case will proceed in normal fashion because it is not based on nonpayment of rent. As always, it is the grounds, or reason, for eviction that determine if it is an eviction for nonpayment, and not whether or not the landlord is seeking to be awarded rent in the case.

If a Declaration is filed in a case is based both on nonpayment and other alleged grounds, TJCTC recommends abating the case unless there is a contest by the landlord and a hearing. If the grounds other than nonpayment are valid, the court should enter a written order stating that the case will proceed, but only on those grounds. ***The landlord may not be awarded back rent in a judgment in this scenario.***

19. What if the eviction is for termination of tenancy, but the prayer is possession and back rent?

If the Declaration is filed/served, the landlord can't be awarded the back rent, and the judgment must only be for the breach that is not nonpayment of rent or other related fees or costs.

20. Does the 25th order apply to eviction citations issued prior to but not yet served? Do those eviction citations need to be recalled and have the proper declaration attached?

Yes. We believe that those citations should be recalled and amended to include the required notice in the Supreme Court's 25th Emergency Order, and a Declaration form should be attached to the citation, as required in the Supreme Court's 25th Order.

21. When a declaration is filed does the court put the case on hold until December 31st or dismiss the case and have the plaintiff refile after December 31st?

The Supreme Court's 25th Emergency Order requires that the court must abate (*which means stay*) the case through Dec. 31st.

22. Can more than one declarant sign a declaration? Or should we require a declaration from each person who lives in the home (on the lease)?

We see no reason why multiple tenants can not sign the same form, so long as it is clear that they each individually agree that each bullet/requirement is true for themselves.

23. I have an eviction case pending. The defendant is the co-tenant who is currently incarcerated for domestic violence. The landlord wants to evict based on his criminal record. Can we proceed? If so, does he have to furnish the landlord with the declaration?

Remember - the CDC Moratorium only applies to cases for nonpayment of rent NOT other lease breaches. If the landlord has alleged a valid breach of the lease that is NOT nonpayment of rent, the case may go forward.

24. We have an eviction case set for 10/2/2020, citation was served on 9/17/2020. Do I now need to supply the tenant with a Declaration form even though he has been served? The landlord has submitted a form stating he has not received a Declaration.

If the service of citation occurred prior to the Supreme Court's 25th Emergency Order, we believe that it is fine for the tenant to be provided the information and an opportunity to sign a Declaration form, if they wish to, at the hearing. However, if the tenant is not present at the hearing or needs additional time to decide what to do with the Declaration form, the court should make sure that the notice from the 25th Order and a Declaration form is provided to them, and reset the hearing/trial for a later date.

25. Does the tenant have to keep a copy of the moratorium available at the residence and proof it was given to the landlord?

We assume that you mean a copy of the Declaration? If so, no, there is no requirement that the tenant keep a copy of the Declaration at the residence. They should be able to prove, if it is contested, that they provided a copy to the landlord. *(Earlier questions discuss the type of evidence that may be provided at a contest hearing).*

26. How does this effect "other occupants" or "squatters" that do not have a lease agreement to potentially violate. So, Tenant, who is a tenant under a rental lease agreement, allows a friend to move in, or a squatter moves in, and that friend/squatter delivers a declaration to the landlord and files it with the court. That person becomes a "covered person" under the CDC order. So, there is not a lease violation for that covered person to commit, because there is no lease between the covered person/squatter and the landlord or property owner. Does the eviction stay because it's not a lease violation or other qualifier for eviction, and the only grounds would be nonpayment of rent? Or am I thinking too much about it?

In the case of squatters or other persons who have been given notice to leave the property and have not done so, the reason for the eviction is not nonpayment of rent, it is either that they never had permission to be there (squatters) or that the informal lease or permission to be there has ended (other occupants/guests), and they have been given proper notice to leave. Because the breach or ground for the eviction is something other than nonpayment of rent, these evictions may proceed.

27. Can the required notice under the 25th Order be done on a separate page and attached with the declaration to the citation?

The Supreme Court order says that the warning must be “included” in the citation, and TJCTC has modified its citation to include the warning in both English and Spanish (***please see the Documents and Forms tab in the CDC Moratorium FAQ to download the citation***).

While it isn’t expressly stated that attaching the warning is insufficient, TJCTC strongly recommends including it in the citation, and if not, ensuring that the warning language is in bold and conspicuous language. The Texas Supreme Court wants to ensure that tenants receive, read, and understand this warning.

28. Whose responsibility is it to educate the plaintiff and defendant about the CDC Moratorium?

There are new requirements in the Supreme Court’s 25th Emergency Order related to this. The court must provide a special notice on the citation and attach the Declaration. The court may provide to any party: copies of the CDC Order and Declaration in their court offices and on their websites. Providing this information is just giving legal information, not legal advice.

29. We had a plaintiff come in today and handed the clerk the Cares ACT form. Their Attorney had modified it. Can we take this form?

Remember, the clerk should always accept filings. It will be up to the judge to determine if the proper information is included as required by the CARES Act, the CDC Order, and the Supreme Court’s Emergency Orders. It may be helpful for the clerk to flag this form for the judge if they noticed it is different than the Court’s usual form.

30. Does the CARES act still expire on Sept 30th?

The CARES Act does not expire on September 30th. The Supreme Court’s 22nd and 24th Emergency Orders expire on September 30. The 26th Order will replace the 22nd Order when it goes into effect on October 1, 2020.

31. Do the new citation requirements apply if the tenant falls under the CARES Act?

The new notice required by the Supreme Court’s 25th Order is required in **ALL** eviction cases going forward until December 15th unless the order is extended or a new order takes its place and includes the same requirement. This requirement is separate from and in addition to any requirements under the CARES Act.

32. What happens to cases with defendants who were served before this moratorium, but haven’t had the initial hearing yet?

TJCTC recommends that the court make sure at the hearing that both parties are aware of the CDC Order and give the tenant a reasonable amount of time (usually by recessing the hearing and resuming it later in the day) if the tenant believes it applies to them and they

choose to do so. If necessary, the court should postpone or reset the hearing/trial to a later date. The court is also permitted to re-serve the citation with the new notice if they believe it is necessary.

33. If a petition is filed before Sept 4th, however writ comes after that date, can the defendant submit a Declaration to stay the writ of possession?

Yes. The protections in the CDC Order apply going forward from the effective date of the CDC Order (Sept. 4) on ANY case that is still pending or filed from pre-filing through execution of the writ of possession. If the court receives a Declaration prior to the execution of the writ of possession, they should immediately abate the case and recall the writ through December 31.

34. "Serving the plaintiff with the declaration" does that mean Rule 501.4?

It is unclear from the Supreme Court's 25th Order if the Declaration is required to be served under Rule 501.4, and if that is the case, the Order only places that requirement on Declarations filed after an eviction case has been filed. TJCTC believes that the Court should not be overly strict as to how the Declaration is provided to the landlord so long as it is clear that it was received by the landlord.

35. You might not have an answer to this, but here goes..... I understand the Tenant will still owe the rent once this order expires in December, so at that time the Landlord can file an eviction? All along the tenants are struggling to pay rent, so how are they expected to come up with all the back rent to avoid an Eviction? So really, come the new year, Tenants will not have a choice if still without a job.

Yes. Nothing about the CDC Order stays or stops any requirement for a tenant to pay rent. In fact the Order clearly states that tenants are still required to pay rent as described by the lease under the CDC Order.

36. I have some cases where the tenant provides declaration to constables and refuse to leave, but tenant will not give declaration to landlord?

Both the CDC Order and the Supreme Court's 25th Order require that the Declaration be provided to the landlord for the protections under the CDC Order to go into effect. If the tenant refuses to meet this requirement, the situation may best be resolved by the court holding a hearing to determine the status of the case.

37. How does this effect the service? The Constable arrives, the defendant states they are covered, the Plaintiff says they are not... The service continues and they file with the JP... correct?

The constable contacts the court for the court to verify that a Declaration has been filed. The court may set it for a hearing for this purpose - the contest may be heard at that

hearing so long as both parties are given adequate notice of the contest. Once the Declaration is on file with the court, the case is abated.

38. What about evictions that were filed prior to 9/1 or 9/4?

The Tenant can still have the protections under the CDC Order if they provide a Declaration to their landlord and the court.

39. If a Defendant files a declaration after an eviction ruling, does the Court recall the Writ of Possession?

Yes.

40. Does the CARES act information need to be within the petition? Or can it just be added as an attachment to the petition?

We have amended our petition form, with a checkbox to incorporate the CARES Act and CDC Order Affidavit as part of the petition, so that affidavit may be attached to the petition and for the court's purposes will be considered part of the petition. *See the TJCTC Coronavirus Page for the most up-to-date forms.*

41. If evictions were filed prior to this CDC moratorium and parties were already served, would we have to serve the defendants again with the new citation? Or no because it was prior to this moratorium?

Courts may wish to do so, but this is only required as of the effective date of the 25th Order (September 17, 2020). Especially in these cases, the court should develop the facts of the case as related to the CDC Moratorium/Declaration as described in the Supreme Court's 25th Emergency Order and discussed above.

42. Can a decision on a Declaration Contest be appealed?

There is no mechanism for appeal provided either in the CDC Order or the Supreme Court's 25th Emergency Order. The party could file a mandamus, however they will likely not be successful as the judge can only be ordered to do something under mandamus where there is a clear abuse of discretion.

43. If the case is not styled "and all other occupants" and the eviction is filed for non-payment of rent may an "occupant" file the declaration even though they are not listed as an occupant in the filing or listed as a tenant on the lease. Or would the tenant have to file the declaration?

A Declaration must be filed by each tenant on the lease. The occupant's Declaration does not cover the tenant.

44. Does the language that is now required in the citation be in English only? Spanish?

There is no requirement in Rule 510.4 or the 25th Order for it to be in Spanish, but because the other important notices from the Property Code are required to be in Spanish, TJCTC is working with other groups to have it translated to add to the citation in an abundance of caution. *See the TJCTC Coronavirus Page for updated forms for these orders.*

45. So, a landlord can contest the validity of the Declaration a tenant gives him. How do we proceed when the landlord is saying the tenant has not made their best effort to pay anything even partial payments and the tenant has agreed they have not paid anything since June?

The judge will listen to evidence provided at the contest hearing and decide whether or not they truly meet all of the qualifications in the Declaration. If the court believes that they do, the judge will enter an order that the Declaration is valid, and the case is abated. If they believe that it was an invalid Declaration, they will make that order. *See the TJCTC Coronavirus Page for updated forms for these orders.*

46. Is the tenant required to put monthly rent in coffer (court's register) for appeal?

The rules related to paying rent into the registry are in no way changed by the CDC Order or any of the Supreme Court Orders.

47. Should the Court automatically hold a hearing to Contest the Declaration or wait to be prompted by the Landlord?

No. The court should wait for a contest from the landlord.

48. If a case is abated due to the declaration and the defendant also files an appeal, is everything stopped or should the appeal be sent?

The case should remain abated with the justice court until January 1, 2020, or the declaration is found invalid by the court (*if a contest is filed and hearing shows it to be invalid*). The court will pick up with the appeal process

49. On appeal. Judgment was entered prior to CDC order. Defendant appealed and 2 days later filed Declaration with landlord, which was not contested.

The case should be abated. The judge must enter an order abating the case and serve it on both parties.

50. What happens when a landlord will not accept partial payments? Many larger apartment complexes have online payment portals that are not set up to

accept partial payments. Assuming these complexes do not fall under the CARES act, what can the tenant do to prove they attempted to make partial payments?

The tenant could provide oral testimony and show emails/texts/ or other communications that they have made offering to pay the Landlord and trying to work out how to drop off payments.

51. If the landlord challenges or disputes the Declaration, how should the landlord submit his/her dispute to the court, in writing or verbally at the window like these upset landlords do at times. :-) Of course, we can't give them legal advice.

If they tell court staff at the front desk, they can provide them with paper or a form to fill in, so that the court file is complete. The court could also just enter a docket note of an oral contest made by the landlord. There is no requirement as to how this is done, but it may be easier for the court to track paper. The court should also provide notice to both parties of the date for the contest hearing.

52. Do these orders apply to Mobile Homes that are owned by the Defendant?

Yes. The CDC Order applies to any "Residential Property" meaning a property leased "for residential purposes, including any house, building, mobile home, or land in a mobile home park, or similar dwelling leased for residential purposes...as defined under the laws of the State, Territorial, tribal, or local jurisdiction."

53. If a Declaration is filed between the judgment being issued and the writ of possession, does the court set aside the judgment?

No. The court will abate the case pursuant to the Supreme Court's 25th Emergency Order.

54. If there are multiple Defendants, and each file a declaration. Landlord files a contest and you hold a hearing. Should it be an all or nothing Order, or if one Defendant's Declaration is proven to be false, would the Court have to say you can move forward on that person's declaration, but not on the other?

It will not be an all or nothing order. The court would abate any eviction proceeding as to the tenants with valid Declarations and go forward on any tenant who filed an invalid Declaration or filed no Declaration at all.

55. The Constable goes to serve the eviction citation and the tenant produces the Declaration so the service stops... does he just return the eviction citation court, hold on to it or contact the landlord to let the landlord know he will not be serving the EC or all of the above?

The constable should finish serving the citation and both contact the court to inform them of the Declaration and include that the tenant provided them with a Declaration in the constable's return. It will be up to the court to verify that a Declaration was filed, abate the case, and inform the parties.

56. If Constable is about to do the Writ of Possession and the tenant will be given the opportunity for the declaration, does the landlord/owner have a right to request a credit/reimbursement from the court on Writ fees even though Constable was there to perform the service?

Once the constable begins working on the writ of possession, even if it is not completely executed, the landlord will not be entitled to a refund, however the constable's office and county could allow a refund if that is their policy.

57. Scenario -- Constable executing a writ of possession. Defendant is adamant about providing landlord with declaration letter. Landlord said they never received one. Constable asks defendant for copy. Defendant says they don't have an extra copy. Should constable contact court for instruction to either proceed or abate the writ at this time for a hearing on the motion of the (supposed) letter?

The constable should inform the Court, and the Court may need to hold a hearing to determine if a valid Declaration was provided to the landlord.

58. What if the appeal is not perfected?

If an appeal is filed, but is not perfected, and a Declaration is filed with the Court, the Court shall abate the case and not issue a writ of possession unless a contest is made and the Declaration is found to be invalid.

59. May courts just wait until December to accept any Evictions for non-payment of rent?

NO. The Court should not refuse to accept filings for any type of case.

60. What are the time limits for a hearing on a Declaration contest?

There are not time limits provided in the Supreme Court's 25th Emergency Order. TJCTC recommends that the hearing should be set a reasonable time after they have given both parties have notice.

61. Can a landlord be refunded if the tenant files the declaration after the hearing or even after the petition was filed? Or does the landlord have to repay filing fees again after the moratorium expires?

Any refunds should be made only pursuant to your county policy, and that policy should be discussed with your county auditor and treasurer. However, if a case is abated, there is no

reason for a refund, because the case will just be paused until January, and then it will proceed as normal.

62. Should the deputy constables carry blank copies of the declaration?

As we know that constables and deputies will be asked about the CDC Order and Declarations, it is a best practice for them to have copies with them.

63. If the tenant moves out after not paying for several months, can the landlord proceed with a case for past due rent?

The landlord can file a SMALL CLAIMS case for the back rent, but an eviction case would not be proper, because the landlord is already in possession of the property.

64. What if we get Declaration, abate, THEN the Landlord contests?

The Court should hold the hearing on the contest and proceed accordingly. If the Declaration is valid, they should enter an order saying so and continue the abatement of the case until January. If the Declaration is invalid, the Court should enter an order saying so and set the case back on the Court's docket to proceed.

65. Is there a specific order that needs to be signed by the Judge showing the case has been abated because of the CDC Declaration?

For the courts' convenience, TJCTC has drafted a form that complies with the CDC Order and the Supreme Court's 25th Emergency Order that can be found on the TJCTC Coronavirus Page.

66. Does the Moratorium include RV Parks?

The CDC Order applies to all "residential properties." This means it would apply to RV Parks that operate with landlord-tenant relationships, but not to operator-lodger relationships (like hotels). *See page 65 of the Evictions Deskbook for more information.*

67. If a defendant filed the declaration form, and the case has been abated. After the deadline is up, how would the court schedule the case to be heard (normally no less than 10 days and no more than 21 days)?

Because of the delays and backlog created by the pandemic and the various moratoriums and emergency orders, it is okay if the timelines on these cases are extended, so long as the reason for exceeding the 21 days is related to the COVID-19 state of emergency and safety from COVID-19.

68. How many days would you recommend we give the landlord to "contest" the tenants declaration, if the tenant filed the declaration after they received their eviction citation?

There is no set time the contest must happen within. The landlord may file their contest at any time after the filing of the Declaration and before the end of the period in which the case is abated.

69. Is it required if a unit is occupied by a tenant and an occupant and only a tenant filed a declaration, is the occupant required to file a declaration? What about minors, will they need to sign the declaration?

The CDC Order only requires “tenants” to file a Declaration form if they qualify. Any occupants, guests, or minors who are allowed to be in the residence because of the tenant will also be removed from the premises if the tenant is evicted and a writ of possession is executed against them.

70. Does the new 26th order extend the statute of limitations?

The specific provision extending the statute of limitations from the Supreme Court’s 21st Order is not included in the 26th Order, and it currently expired as of September 15, 2020; however, the Supreme Court may extend it further in an additional order.

71. On cases where there's been a judgment in favor of the plaintiff, prior to a declaration being filed, plaintiff files a writ and then defendant files a declaration, case is stayed and no additional rents can accrue during the stay? However, if the case is stayed prior to judgment, then rents would still accrue during the stay? It appears landlords are out of luck on cases that have a judgment on them!?!

It states explicitly in the CDC Order, “This Order does not relieve any individual of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. Nothing in this Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.”

So, the tenant would still be obligated to pay rent regardless of when the Declaration is filed. A landlord could file a small claims case to recover any rent that wasn’t included in the judgment that accrued after the judgment and during the abatement period.

72. Can a constable accept a Declaration from a tenant and bring it to the court? Would that be ex parte?

The constable may take the Declaration from the tenant and provide it to the court if they wish to but have no obligation to do so. We do not believe this constitutes ex parte communication.

73. When a Declaration is being contested by the landlord and the court sets a hearing and the defendant does not appear to that hearing can a default judgment be entered?

The Court may proceed with the hearing on the contest and render an order on whether or not the Declaration is valid without the tenant present, so long as the Court knows that the tenant received notice of the hearing.

74. Judgment was granted for landlord prior to CDC order. Tenant filed appeal with Statement of Inability to Pay Appeal Bond, which landlord contested. Declaration was given to landlord at the Indigency hearing... we are unsure whether case should go up as Judge did not rule on Inability to Pay?

The Court should abate the case and will rule on the Contest on the Statement of Inability to Pay after the abatement is over in January. However, if the landlord contests the Declaration and proves to the Court at a hearing that the Declaration is invalid, the Court would be able to proceed with the case and rule on the Contest on the Statement of Inability to Pay.

Note, it may be helpful to include a cover letter with appeals to county court to explain any extensions of timelines, etc. under the Supreme Court's Emergency Orders.