

INSTRUCTIONS FOR FILING EVICTION SUIT

NOTICE TO VACATE:

By statute, the landlord must give the tenant written notice of the eviction suit before filing a suite for Forcible Detainer. Where written notices are required in the following Causes of action except for attorney's fees and costs of suit, the notice may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises by affixing the notice to the inside of the main entry door. Notice may also be by regular or certified mail, return receipt requested, the premises in question.

If your cause of action (the reason you are filing) is:

1) DEFAULTS OF AN ORAL OR WRITTEN LEASE, i.e., Non-payment of Rent, Dog on Premises, etc.:

3 day written notice is required-can be as short as 1 day if that shorter period is provided for in a written lease. SOME NOTICE IS REQUIRED.

2) PERIODIC TENANCIES (Month to Month, Week to Week, etc.) WHERE LANDLORD DESIRES POSSESSION. (This would also be in a Case where the tenant was holding over after the expiration Of the primary term of the lease):

3 days written notice is required-can be shortened or lengthened by written lease or agreement. SOME NOTICE IS REQUIRED. PERIODIC TENANCIES MAY REQUIRE A NOTICE TO TERMINATE THE LEASE OR AGREEMENT.

3) TENANT AT WILL OR TENANT AT SUFFERANCE: 3 days written notice is required-can be shortened or lengthened by written lease or agreement. SOME NOTICE IS REQUIRED.

4) TENANT AFTER TAX FORECLOSURE SALE OR TRUSTEE'S FORECLOSURE SALE:

If a tenant timely pays rent and is not otherwise in default under the tenant's lease after foreclosure, the purchaser must give a residential tenant of the building at least 30 days written notice to vacate if the purchaser chooses not to continue the lease. The tenant is considered to timely pay the rent if during the month of the foreclosure sale, the Tenant pays the rent for that month to the landlord before receiving any notice that a foreclosure sale is rescheduled during the month or pays the rent for that month to the foreclosure sale is rescheduled during the month or pays the rent for that month to the foreclosing lien holder or the purchaser that requests payment.

5) FORCIBLE ENTRY AND DETAINER SUITS (Where a person enters the property without legal authority or by force and refuses to surrender on demand):

Oral or written notice to vacate immediately or by a specified deadline.

6) OCCUPANT IS A TENANT OR A PERSON WHO ACQUIRED POSSESSION

BY FORCIBLE ENTRY:

3 days written notice to vacate.

7) ATTORNEY FEES AND COSTS OF SUIT:

10 days' notice by registered or certified mail, return receipt requested. The notice period can be shortened or waived by written lease. If the lease provides for attorney's fees, the notice provision in the lease controls. If the lease is silent as to attorney's fees, a 10-day notice is required. If the landlord provides the tenant notice for attorney's fees, the prevailing tenant is entitled to recover attorney's party is entitled to recover all costs of court.

VENUE:

Cases of Forcible Detainer and Forcible Entry and Detainer must be filed in the precinct of the county where all of party of the leased premises are located.

COSTS:

The fees for filing on one defendant (i.e., John Doe and all occupants) are \$141.00-(\$41.00-Justice of the Peace Filing fee and \$100.00-PCT 2 Constable's service fee.) An additional \$75.00 service fee is needed for each additional defendant named in your suit.

CITATION:

A citation (notice to the defendant) is prepared by our office and sent with a copy of your petition to the Constable's Office for service on the defendant. Your tenant must have at least 6 days between being served the Citation and the court date. The Court Clerk will give you a time and date for you eviction hearing (your court date) at the time of filing.

COURT:

At the time of the hearing to determine possession of the leased premises, you should bring any rent receipts, rent ledgers, lease, etc., you may have to support your case. Witnesses should also be brought to the hearing.

AFTER JUDGMENT:

IF you are awarded a judgment for possession of the premises and IF the defendant does not make a Motion to Set Aside Default Judgment within 5 days from the date the judgment is signed OR appeal the case within 5 days from the date the judgment is signed, your remedy to gain possession of the premises is a WRIT OF POSSESSION.

WRIT OF POSSESSION:

On the 6th day after a judgment for possession is awarded, you, as plaintiff, may request a Writ of Possession. A Writ of Possession allows the Constable to oversee the move-out of the Defendant(s) out of the leased premises, and see that no breach of peace is violated. The fee for filing a Writ of Possession is \$200.00 (\$200.00-Constable's service fee). You may call the Constable's office for his procedures on executing a Writ of Possession.

ADDITIONAL INFORMATION:

At the time you file your Forcible Detainer suit, you may also file for the back rent in the maximum amount of \$10,000.00.

If you have any additional questions please call the Civil Clerk.

JUSTICE COURT PCT.#2

POST OFFICE BOX 250

SNOOK, TEXAS 77878

(979) 272-3656

CASE NO: _____
IN THE JUSTICE COURT, PRECINCT TWO, BURLESON COUNTY, TEXAS

TO THE HONORABLE JUDGE OF THE COURT:

PLAINTIFF: _____ PHONE: _____
ADDRESS _____
AGENT OR ATTORNEY: _____ PHONE: _____
ADDRESS: _____

VS.

DEFENDANT: _____ PHONE: _____
ADDRESS: _____
WORK ADDRESS: _____ PHONE: _____

PLAINTIFF KNOWS OF NO OTHER WORK OR RESIDENCE ADDRESSES OF DEFENDANT WITHIN THIS COUNTY.

1. THIS IS A LAWSUIT TO EVICT _____, A TENANT
WHO LEASES THE PROPERTY AT _____
THIS PROPERTY IS WITHIN JUSTICE COURT PRECINCT TWO OF BURLESON COUNTY. THE OWNER/LANDLORD
IS _____

2. THE TENANT RENTED THIS PROPERTY ON OR ABOUT _____,
HOLDS THE PROPERTY. THE LEASE IS (CHECK ONE):
() WRITTEN (A COPY OF WHICH IS ATTACHED)
() ORAL

3. THE RENT IS \$ _____ PER MONTH AND IS DUE ON THE _____ DAY OF EACH MONTH.

4. THE LANDLORD CLAIMS THE TENANT SHOULD BE EVICTED BECAUSE: _____

5. WRITTEN NOTICE TO VACATE AND DEMAND FOR POSSESSION WAS GIVEN ON _____
IN THE FOLLOWING MANNER:
() CERTIFIED MAIL
() REGULAR MAIL
() DELIVERED IN PERSON
() OTHER (EXPLAIN) _____

THE COURT IS ASKED TO EVICT THE TENANT AND ORDER TENANT TO:

- () PAY RENT OWNED IN THE AMOUNT OF \$ _____, PLUS ALL RENTS
OCCURRING THROUGH THE DATE OF JUDGEMENT
() PAY COURT COST
() PAY REASONABLE ATTORNEY FEES OF \$ _____

PLAINTIFF _____

AGENT OR ATTORNEY _____

SAID PLAINTIFF (OR HIS AGENT OR ATTORNEY), BEING DULY SWORN BY ME, THE UNDERSIGNED AUTHORITY, UPON OATH SAYS THAT THE FACTS AS STATED IN THE ABOVE INSTRUMENT ARE, WITHIN THE KNOWLEDGE OF SAID AFFIANT, TRUE AND CORRECT.

SWORN TO AND SUBSCRIBED BEFORE ME, TO CERTIFY WHICH, WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE
THIS _____ DAY OF _____,

NOTARY PUBLIC/COURT CLERK _____

JUSTICE OF THE PEACE _____

PRECINCT TWO

BURLESON COUNTY, TEXAS

PETITION: EVICTION CASE

CASE NO. (court use only) _____

With suit for Rent

COURT DATE: _____

In the Justice Court, Precinct _____, _____ County, Texas

Plaintiff: _____
(Landlord/Property Name)

VS. DEFENDANT(S): _____

Rental Subsidy (if any) \$ _____
Tenant's Portion \$ _____
TOTAL MONTHLY RENT \$ _____

COMPLAINT: Plaintiff (Landlord) hereby complains of the defendant(s) named above for eviction of plaintiff's premises (including storerooms and parking areas) located in the above precinct. Address of the property is:

Street Address _____ Unit No. (if any) _____ City _____ State _____ Zip _____

1. SERVICE OF CITATION: Service is requested on defendants by personal service at home or work or by alternative service as allowed by the Texas Justice Court Rules of Court. Other addresses where the defendant(s) may be served are:

2. UNPAID RENT AS GROUNDS FOR EVICTION: Defendant(s) failed to pay rent for the following time period(s): _____ . TOTAL DELINQUENT RENT AS OF DATE OF FILING IS: \$ _____
Plaintiff reserves the right to orally amend the amount at trial to include rent due from the date of filing through the date of trial.

3. OTHER GROUNDS FOR EVICTION/LEASE VIOLATIONS: Lease Violations (if other than non-paid rent -- list lease violations)

4. HOLDOVER AS GROUNDS FOR EVICTION: Defendant(s) are unlawfully holding over since they failed to vacate at the end of the rental term or renewal of extension period, which was the _____ day of _____, 20_____.

NOTICE TO VACATE: Plaintiff has given defendant(s) a written notice to vacate (according to Chapter 24.005 of the Texas Property Code) and demand for possession. Such notice was delivered on the _____ day of _____ and delivered by this method:

6. ATTORNEY'S FEES: Plaintiff will be or will NOT be seeking applicable attorney's fees. Attorney's name, address, and phone & fax numbers are: _____

7. BOND FOR POSSESSION: If Plaintiff has filed a bond for possession, plaintiff requests (1) that the amount of plaintiff's bond and defendant's counter bond be set, (2) that plaintiff's bond be approved by the Court, and (3) that proper notices as required by the Texas Justice Court Rules are given to Defendant(s).

REQUEST FOR JUDGMENT: Plaintiff prays that defendant(s) be served with citation and that plaintiff have judgment against defendant(s) for: possession of premises, including removal of defendants and defendants' possessions from the premises, unpaid rent IF set forth above, attorney's fees, court costs, and interest on the above sums at the rate stated in the rental contract, or if not so stated, at the statutory rate for judgments under Civil Statutes Article 5069-1.05.

I give my consent for the answer and any other motions or pleadings to be sent to my email address which is:

Petitioner's Printed Name

Signature of Plaintiff (Landlord/Property Owner) or Agent

DEFENDANT(S) INFORMATION (if known):

Address of Plaintiff (Landlord/Property Owner) or Agent

DATE OF BIRTH: _____

City State Zip

*LAST 3 NUMBERS OF DRIVER LICENSE: _____

*LAST 3 NUMBERS OF SOCIAL SECURITY: _____

Phone & Fax No. of Plaintiff (Landlord/Property Owner) or agent

DEFENDANT'S PHONE NUMBER: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

JUSTICE COURT CIVIL CASE INFORMATION SHEET (4/13)

CAUSE NUMBER (FOR CLERK USE ONLY): _____

STYLED _____

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition is filed to initiate a new suit. The information should be the best available at the time of filing. This sheet, required by Rule of Civil Procedure 502, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:	2. Names of parties in case:
<p>Name: _____ Telephone: _____</p> <p>Address: _____ Fax: _____</p> <p>City/State/Zip: _____ State Bar No: _____</p> <p>Email: _____</p> <p>Signature: _____</p>	<p>Plaintiff(s): _____</p> <p>_____</p> <p>Defendant(s): _____</p> <p>_____</p> <p>_____</p> <p>[Attach additional page as necessary to list all parties]</p>

3. Indicate case type, or identify the most important issue in the case (select only 1):

<p><input type="checkbox"/> Debt Claim: A debt claim case is a lawsuit brought to recover a debt by an assignee of a claim, a debt collector or collection agency, a financial institution, or a person or entity primarily engaged in the business of lending money at interest. The claim can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> Eviction: An eviction case is a lawsuit brought to recover possession of real property, often by a landlord against a tenant. A claim for rent may be joined with an eviction case if the amount of rent due and unpaid is not more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.</p>
<p><input type="checkbox"/> Repair and Remedy: A repair and remedy case is a lawsuit filed by a residential tenant under Chapter 92, Subchapter B of the Texas Property Code to enforce the landlord's duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant. The relief sought can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> Small Claims: A small claims case is a lawsuit brought for the recovery of money damages, civil penalties, personal property, or other relief allowed by law. The claim can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.</p>

AFFIDAVIT (SECTION 201, (b))

Plaintiff being duly sworn on oath deposes and says that Defendant(s)

- is not in the military.
- not on active duty in the military and / or
- not in a foreign Country on military service
- is on active military duty and/or is subject to the Service members Civil Relief Act of 2003
- Defendant has waived his/her rights under the Service members Civil Relief Act of 2003.
- military status is unknown at his time.

PLAINTIFF

Subscribed and sworn to before me on this the _____ day of _____ 20____

Notary Public and/or Court Clerk

PENALTY FOR MAKING OR USING FALSE AFFIDAVIT- A PERSON WHO MAKES OR USES AN AFFIDAVIT KNOWING IT TO BE FALSE, SHALL BE FINED AS PROVIDED IN TITLE 18 UNITED STATES CODE, OR IMPRISONED FOR NOT MORE THAN ONE(1) YEAR OR BOTH