

# PETITION IN EVICTION

☐ With Suit for Rent



CAUSE NO. \_\_\_\_\_ - \_\_\_\_\_ - J4

Court Date: \_\_\_\_\_

PLAINTIFF(S)

vs

DEFENDANT(S)

\_\_\_\_ AND ALL OCCUPANTS NOT LISTED ON LEASE

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§

IN THE JUSTICE COURT

PRECINCT FOUR

AUSTIN COUNTY, TEXAS

**COMPLAINT:** Plaintiff (Landlord) hereby complains of the Defendant(s) named above for eviction of Plaintiff's premises (including storerooms and parking areas), which said Defendant(s) gained possession of the premises on or about \_\_\_\_\_, and still maintains possession of the premises. Address of the property is:

Street Address / Unit #

City, State, Zip

Is the dwelling a mobile home or manufactured house? YES NO

If YES, is the mobile home or manufactured house owned by: the Tenant the Landlord

## TO THE HONORABLE JUDGE OF SAID COURT:

1. This suit is brought to regain possession of the premises located at the above listed address, a property located within the boundaries of Precinct Four, Austin County, Texas.
2. The Owner/Landlord of the premises is: \_\_\_\_\_
3. The Tenant gained possession through:  
a written lease; oral rental agreement; occupancy after a foreclosure; occupancy as a trespasser
4. **GROUND FOR EVICTION:** (Please indicate)  
☐ **UNPAID RENT:** 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, based at a rate of \$ \_\_\_\_/per day.  
☐ **OTHER:** Lease Violation(s) OR Expenses (other than non-paid rent) - \_\_\_\_\_  
☐ **HOLDOVER:** 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 \_\_\_\_.
5. **NOTICE TO VACATE:** Written notice to vacate and demand for possession of premises was given to the tenant on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the following manner: certified mail; regular mail; delivered in person; attached to the *inside* of the main entry door and/or attached securely on the *outside* of the main entry door.
6. **ATTORNEY FEES:** Plaintiff (will / will NOT) be seeking applicable attorney fees, in the amount of \$ \_\_\_\_\_.
7. ☐ **BOND FOR POSSESSION:** If Plaintiff has filed a bond for possession, plaintiff request (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).
8. **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: \_\_\_\_\_

## PETITION IN EVICTION



**REQUEST FOR JUDGMENT:** Plaintiff prays that the defendant(s) be served with citation and that plaintiff have judgment against defendant(s) for: possession, including removal of defendants and defendants' possessions from the premises, unpaid rent IF set forth above, attorney's fees(if indicated above), 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:

\_\_\_\_\_ @ \_\_\_\_\_

\_\_\_\_\_  
1<sup>ST</sup> Plaintiff/Agent Signature

\_\_\_\_\_  
Printed name of Plaintiff/Agent

\_\_\_\_\_  
2<sup>ND</sup> Plaintiff (if applicable)

\_\_\_\_\_  
Printed name of Plaintiff

\_\_\_\_\_  
Address of 1<sup>st</sup> Plaintiff City, State, Zip

\_\_\_\_\_  
Address of 2<sup>nd</sup> Plaintiff or AGENT City, State, Zip

\_\_\_\_\_  
Phone & Fax Number(s) of 1<sup>ST</sup> Plaintiff

\_\_\_\_\_  
Phone & Fax Number(s) of 2<sup>ND</sup> Plaintiff or AGENT

### **DEFENDANT(S) INFORMATION (if known):**

DATE OF BIRTH: \_\_\_\_\_

\*LAST 4 NUMBERS OF DRIVERS LICENSE: \_\_\_\_\_

\*LAST 4 NUMBERS OF SOCIAL SECURITY: \_\_\_\_\_

DEFENDANT'S ADDRESS: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
PO Box/Physical City State Zip Code

DEFENDANT'S PHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Clerk of the Court

CAUSE NO. \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

**VS**

\_\_\_\_\_  
*Defendant(s)*

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IN THE JUSTICE COURT

PRECINCT FOUR

AUSTIN COUNTY, TEXAS

**CERTIFICATE OF LAST KNOWN ADDRESS**

TO THE CLERK OF THIS COURT:

\_\_\_\_\_, *Plaintiff(s)*, hereby certifies to the Clerk of the Court that the last known mailing address of \_\_\_\_\_, *Defendant(s)* in the above styled and numbered cause is as follow:

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_ is the party against whom judgment is being sought.  
Defendant(s)

Certified Date: \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Plaintiff(s) Signature

\_\_\_\_\_  
Plaintiff(s) Signature

\_\_\_\_\_  
Plaintiff's Mailing Address

\_\_\_\_\_  
City, State, Zip Code

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Clerk of the Court

AFFIDAVIT  
50 USC Sec. 520

THE STATE OF TEXAS

COUNTY OF AUSTIN

IN THE CAUSE STYLED:

Plaintiff(s) \_\_\_\_\_ VS Defendant(s) \_\_\_\_\_,

and numbered \_\_\_\_\_ -J4 filed in Justice of the Peace, Pct 4, Austin County,  
Texas:

Plaintiff being duly sworn on oath deposes and says that Defendant(s) is/are,

- ☐ Not in the military and / or
- ☐ Not on active duty in the military and / or
- ☐ Not in foreign country on military service
- ☐ On active military duty and/or is subject the Service members Civil relief Act of 2003
- ☐ Has waive his/her rights under the Service Members Civil Act of 2003
- ☐ Military status in unknown at this time

\_\_\_\_\_  
Plaintiff' s Signature

SWORN TO BEFORE ME on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

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 YEAR OR BOTH.



# JUSTICE COURT CIVIL CASE INFORMATION SHEET

**CAUSE NUMBER** (FOR CLERK USE ONLY): \_\_\_\_\_

**STYLED:** \_\_\_\_\_  
(e.g., John Smith vs Jane Doe)



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 the 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. This sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for Party filing case:		2. Names of Parties in Case:	
<div>Name _____ Telephone #: _____</div> <div>Mailing Address _____ Fax #: _____</div> <div>City _____ State _____ Zip _____ State Bar No: _____</div> <div>Email: _____</div> <div>Signature _____</div>		<div>Plaintiff(s) (as will appear on case): _____ _____</div> <div>VS</div> <div>Defendant(s) (as will appear on case): _____ _____</div> <div>Attach additional page as necessary to list all parties</div>	
3. Indicate case type (select only one):			
<div>_____ <b>DEBT CLAIM:</b> A <i>debt claim</i> 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.</div>		<div>_____ <b>EVICTON:</b> An <i>eviction</i> 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.</div>	
<div>_____ <b>REPAIR AND REMEDY:</b> A <i>repair and remedy</i> 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.</div>		<div>_____ <b>SMALL CLAIMS:</b> A <i>small claims</i> 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.</div>	

**DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND  
PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. ***Each adult listed on the lease, rental agreement, or housing contract should complete this declaration.*** Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment.

***This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information. I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct:***

- I have used best efforts to obtain all available government assistance for rent or housing;
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the I.R.S., or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws. I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

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Signature of Declarant

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Date

"Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member

An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

"Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.



CAUSE NO. \_\_\_\_\_

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT NO. _____
	§	
_____	§	
DEFENDANT	§	_____ COUNTY, TEXAS

VERIFICATION OF COMPLIANCE  
WITH SECTION 4024 OF THE CARES ACT

My name is: \_\_\_\_\_

I am (check one) ☐ *First* the Plaintiff or ☐ *Middle* an authorized agent of the Plaintiff in the eviction case described at the top of this page. I am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.

1. Verification:

- a. Plaintiff is seeking to recover possession of the following property:

\_\_\_\_\_  
*Name of Apartment Complex (if any)*

\_\_\_\_\_  
*Street Address & Unit No. (if any)*      *City*      *County*      *State*      *ZIP*

I verify that this property is not a "covered dwelling" as defined by Section 4024(a)(1) of the CARES Act. The facts on which I base my conclusion are as follows.

*(Please identify which data base or the other information you have used to determine that the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan.)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(If the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan, please state whether (1) the property is a Low Income Housing Tax Credit*



(LIHTC) property, (2) the property is federally subsidized under any HUD program, or (3) the property leases to persons with Section 8 vouchers.)

\_\_\_\_\_  
\_\_\_\_\_

2. Declaration or Notary: Complete only one of the two following sections:

- a. Declaration: I declare under penalty of perjury that everything in this verification is true and correct.

My name is: \_\_\_\_\_

My birthdate is: \_\_\_\_\_  
First Middle Last  
Month Day Year

My address is:

Street Address & Unit No. (if any) City County State ZIP

Signed on \_\_\_\_/\_\_\_\_/\_\_\_\_ in \_\_\_\_\_ County, Texas.  
Month Day Year

\_\_\_\_\_  
Your Signature

OR

- b. Notary: I declare under penalty of perjury that everything in this verification is true and correct

\_\_\_\_\_  
Your Printed Name

\_\_\_\_\_  
Your Signature (sign only before a notary)

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

\_\_\_\_\_  
CLERK OF THE COURT OR NOTARY

CARES Act  
Public Law 116-136

Sec. 4024 TEMPORARY MORATORIUM ON EVICTION FILINGS.

(a) DEFINITIONS.—In this section:

(1) COVERED DWELLING.—The term “covered dwelling” means a dwelling that—

(A) is occupied by a tenant—

(i) pursuant to a residential lease; or

(ii) without a lease or with a lease terminable under State law; and

(B) is on or in a covered property.

(2) COVERED PROPERTY.—The term “covered property” means any property that—

(A) participates in—

(i) a covered housing program (as defined in section 41411(a) of the Violence Against Women Act of 1994 (34 U.S.C. 12491(a)));

or

(ii) the rural housing voucher program under section 542 of the Housing Act of 1949 (42 U.S.C. 1490r); or

(B) has a—

(i) Federally backed mortgage loan; or

(ii) Federally backed multifamily mortgage loan.

(3) DWELLING.—The term “dwelling”—

(A) has the meaning given the term in section 802 of the Fair Housing Act (42 U.S.C. 3602); and

(B) includes houses and dwellings described in section 803(b) of such Act (42 U.S.C. 3603(b)).

(4) FEDERALLY BACKED MORTGAGE LOAN.—The term “Federally backed mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—

(A) is secured by a first or subordinate lien on residential real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from 1 to 4 families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(5) FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—

(A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(b) MORATORIUM.—During the 120-day period beginning on the date of enactment of this Act, the lessor of a covered dwelling may not—

(1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or

(2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.

(c) NOTICE.—The lessor of a covered dwelling unit—

(1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).