

# PETITION: EVICTION CASE

CASE NO. (court use only) \_\_\_\_\_

With suit for Rent

COURT DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

In the Justice Court, Precinct \_\_\_\_\_, Hardin County, Texas

PLAINTIFF

(Landlord/Property Name)

Rental Subsidy ( if any) \$

VS.

Tenant's Portion \$

DEFENDANT(S):

TOTAL MONTHLY RENT \$

AND ALL OCCUPANTS

**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

**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:

**GROUND FOR EVICTION:** Plaintiff alleges the following grounds for eviction:

**UNPAID RENT AS GROUNDS FOR EVICTION:** Defendant(s) failed to pay rent for the following period(s):

. The amount of delinquent rent claimed as the 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.**

**OTHER LEASE VIOLATIONS:** Defendant(s) breached the terms of the lease (other than by failing to pay rent) as follows:

**HOLDOVER:** Defendant(s) are unlawfully holding over by failing to vacate at the end of the rental term or periodic tenancy, which ended on \_\_\_\_\_, 20\_\_\_\_.

**SQUATTER:** Defendant(s) never had a right to possess the property and are unlawfully occupying the premises after a demand to surrender possession given on \_\_\_\_\_, 20\_\_\_\_.

**EXPIRATION OF TENANCY AT WILL:** Defendant(s) had no lease agreement and have failed to vacate the premises after being given a termination notice, if applicable and a demand to surrender possession given on \_\_\_\_\_, 20\_\_\_\_.

**NOTICE TO VACATE:** Plaintiff has given Defendant(s) a written notice to vacate (*according to Property Code 24.005*) and demand for possession. Such notice was delivered on \_\_\_\_\_, 20\_\_\_\_ by this method:

**SUIT FOR RENT:** Plaintiff \_\_\_\_\_ does or \_\_\_\_\_ does not include a suit for unpaid rent.

**ATTORNEY'S FEES:** Plaintiff \_\_\_\_\_ will be or \_\_\_\_\_ will not be seeking applicable attorney's fees. The attorney's name, address, phone and fax numbers are:

**IMMEDIATE POSSESSION BOND:** If Plaintiff has filed a bond for immediate possession, Plaintiff requests that: (1) the court set the amount of the bond; (2) the court approve the bond; and (3) proper notices, as required by the Texas Rules of Civil Procedure, are given to Defendant(s). **RELIEF:** Plaintiff request that Defendant(s) is served with the citation and the Plaintiff is awarded a judgment against Defendant(s) for: possession of the premises, including removal of Defendant(s) and Defendant(s) 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 lease, or if not stated, at the statutory rate for judgments.

I hereby consent for the answer and any other motions or pleadings to be sent to my email address as follows:

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:

DEFENDANT'S PHONE NUMBER:

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

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

Cause No. \_\_\_\_\_

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

Vs.

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

§  
§  
§  
§  
§

IN THE JUSTICE COURT

PRECINCT \_\_\_\_\_

HARDIN COUNTY, TEXAS

**CERTIFICATE OF LAST KNOWN MAILING ADDRESS**

I, \_\_\_\_\_, the undersigned, do hereby certify that the last known address of the Defendant(s) is as follows:

Name:

Street Address:

City, State, Zip:

Certified to by,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

Cause No. \_\_\_\_\_

_____	§	IN THE JUSTICE COURT
Plaintiff(s)	§	
	§	PRECINCT _____
Vs.	§	
_____	§	HARDIN COUNTY, TEXAS
Defendant(s)		

**AFFIDAVIT OF MILITARY STATUS OF DEFENDANT(S)**

Before me the undersigned notary or clerk of the justice court, on this day personally appeared the undersigned affiant whose identity is known to me. After I administered an oath to such affiant, he or she upon oath and under penalty of perjury (fine and/or up to one year in jail), stated the following:

My name is \_\_\_\_\_ I am [check one]  the plaintiff or  an authorized agent of the plaintiff in the case described at the top right 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.

*[check or fill in as applicable]*

1. No defendant in this case is on active duty in the U.S. military (Army, Navy, Air Force, Marines, or Coast Guard). The facts on which I base my conclusion are as follows:
2. Defendant [insert name(s)] \_\_\_\_\_ is on active duty in the U.S. military.
3. Defendant \_\_\_\_\_ has been deployed by the U.S. military to a foreign country.
4. Plaintiff and the undersigned (if the undersigned is acting as an agent of plaintiff) are not able to determine whether any defendant is with the U.S. military—except for any defendant named in paragraph 2 above.
5. Plaintiff and the undersigned (if the undersigned is acting as an agent of plaintiff) are not able to determine whether any defendant who is in the U.S. military has been deployed to a foreign country—except for any defendant named in paragraph 3 above.
6. Defendant \_\_\_\_\_ has signed, while on active duty, a separate, limited written waiver or a written lease containing a limited waiver of his or her rights under the U.S. Service members Civil Relief Act of 2003.

\_\_\_\_\_  
Signature of affiant

SWORN TO and SUBSCRIBED before me by on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 CLERK OF THE JUSTICE COURT  
 NOTARY PUBLIC

## NOTICE TO VACATE - PLEASE READ

Texas Property Code Sec. 24.005. NOTICE TO VACATE PRIOR TO FILING EVICTION SUIT. (a) If the occupant is a tenant under a written lease or oral rental agreement, the landlord must give a tenant who defaults or holds over beyond the end of the rental term or renewal period at least three days' written notice to vacate the premises before the landlord files a forcible detainer suit, unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. A landlord who files a forcible detainer suit on grounds that the tenant is holding over beyond the end of the rental term or renewal period must also comply with the tenancy termination requirements of Section 91.001.

(b) If the occupant is a tenant at will or by sufferance, the landlord must give the tenant at least three days' written notice to vacate before the landlord files a forcible detainer suit unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. If a building is purchased at a tax foreclosure sale or a trustee's foreclosure sale under a lien superior to the tenant's lease and the 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 under this subsection 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 scheduled during the month or pays the rent for that month to the foreclosing lienholder or the purchaser at foreclosure not later than the fifth day after the date of receipt of a written notice of the name and address of the purchaser that requests payment. Before a foreclosure sale, a foreclosing lienholder may give written notice to a tenant stating that a foreclosure notice has been given to the landlord or owner of the property and specifying the date of the foreclosure.

(c) If the occupant is a tenant of a person who acquired possession by forcible entry, the landlord must give the person at least three days' written notice to vacate before the landlord files a forcible detainer suit.

(d) In all situations in which the entry by the occupant was a forcible entry under Section 24.001, the person entitled to possession must give the occupant oral or written notice to vacate before the landlord files a forcible entry and detainer suit. The notice to vacate under this subsection may be to vacate immediately or by a specified deadline.

(e) If the lease or applicable law requires the landlord to give a tenant an opportunity to respond to a notice of proposed eviction, a notice to vacate may not be given until the period provided for the tenant to respond to the eviction notice has expired.

(f) Except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises in question. Notice in person 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 and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.

(f-1) As an alternative to the procedures of Subsection (f), a landlord may deliver the notice to vacate by securely affixing to the outside of the main entry door a sealed envelope that contains the notice and on which is written the tenant's name, address, and in all capital letters, the words "IMPORTANT DOCUMENT" or substantially similar language and, not later than 5 p.m. of the same day, depositing in the mail in the same county in which the premises in question is located a copy of the notice to the tenant if:

(1) the premises has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to affix the notice to vacate to the inside of the main entry door; or

(2) the landlord reasonably believes that harm to any person would result from personal delivery to the tenant or a person residing at the premises or from personal delivery to the premises by affixing the notice to the inside of the main entry door.

(f-2) Notice to vacate under Subsection (f-1) is considered delivered on the date the envelope is affixed to the outside of the door and is deposited in the mail, regardless of the date the notice is received.

(g) The notice period is calculated from the day on which the notice is delivered.

(h) A notice to vacate shall be considered a demand for possession for purposes of Subsection (b) of Section 24.002.

(i) If before the notice to vacate is given as required by this section the landlord has given a written notice or reminder to the tenant that rent is due and unpaid, the landlord may include in the notice to vacate required by this section a demand that the tenant pay the delinquent rent or vacate the premises by the date and time stated in the notice.

# SAMPLE NOTICE TO VACATE

Date: \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear \_\_\_\_\_:

Notice is served this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, to \_\_\_\_\_  
\_\_\_\_\_ (renter) and all other occupants now in  
possession of the following premises: \_\_\_\_\_  
\_\_\_\_\_, Silsbee, Hardin County, Texas.

You are hereby notified to vacate the premises you now occupy and deliver possession to the undersigned, for the reason(s) stated below:

- Non-payment of rent
- Breach of the terms of the agreement by:

\_\_\_\_\_

\_\_\_\_\_

- Other: \_\_\_\_\_  
\_\_\_\_\_

I demand possession of the property. This is a notice to vacate the premises within 3 days (by \_\_\_\_\_, 20\_\_). You are directed to remove all your personal property from the premises and return the key to the owner.

If you fail, neglect or refuse to vacate said premises, I will take such legal action as the law requires to put you off said premises.

Respectfully,

\_\_\_\_\_  
OWNER/AGENT

\_\_\_\_\_  
OWNER'S ADDRESS