

## STEPS FOR EVICTION INFORMATION SHEET

1. An eviction must be filed in the Justice precinct where the rental property is located.
2. Texas Property Code, Sec. 24.005 sets out the notice requirements for eviction suits. (Unless the notice requirements are stated in the signed lease.)
3. The notice to vacate must be in writing and should be unconditional, i.e., it should tell the tenant to vacate by a specific date in no uncertain terms naming each occupant the landlord seeks to evict from the premises.
4. Unless there is an agreement between the parties shortening the notice requirements, the landlord must wait three days after the notice to vacate is served before filing the eviction. Delivery of the notice must be done by one of the following methods (a) Handed to a tenant in person, or anyone living at the premises that is at least 16 yrs. old. (b) Mailed to the tenant. If mailed, the landlord must wait an additional two (2) days to allow for the mail to be delivered before filing the eviction. (c) Attaching to the inside of the **main** entry door.
5. **When filing, the landlord *must* bring the following:**
  - a. A copy of the lease
  - b. A copy of the notice to vacate
  - c. **\$121.00** for filing and service on one person (additional service is **\$75.00** per person)
  - d. All work and residence addresses and telephone numbers of the tenant(s) known by the landlord
6. All parties named in the lease should be sued and served with a citation in the eviction proceeding. Any judgment granted will run only against those who are specifically named and served.
7. The owner's agent may file any type of eviction suit and may represent the owner at any default judgment hearing. If the case is contested an agent may represent either party if the case involves non-payment of rent or holding over. The parties or their attorneys must try all other types of evictions if the case is contested.
8. A suit for rent may be filed with the eviction suit if the amount due is within the jurisdiction of the justice court (\$20,000 or less). Charges for items other than rent cannot be joined with suit for eviction.
9. A default judgment can be granted if the tenant fails to answer and/or appear for court after being served.
  
11. A court date will be set at the time the eviction is filed with the court. This date will appear on the Defendant's citation. Both parties are expected to appear at that date/time. Any continuance request must be in writing, timely and agreed to by all parties.
  
12. Under the Texas Rules of Civil Procedure, either party to the lawsuit has five days to appeal the courts decision. If neither party appeals, the landlord may obtain a Writ of Possession from the court after the five (5) day period for appeal has passed. The writ fee of \$150.00 is payable to JP court to cause the tenant to vacate the premises. Questions involving the execution of the writ should be directed to the constable's office, in Pct. 5.

***We are prohibited by law to answer any questions regarding who you should file on and when or if a notice to vacate should be given. Any legal questions should be forwarded to an attorney.***

# 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 pleadings 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>_____</p> <p>Defendant(s):</p> <p>_____</p> <p>_____</p> <p style="text-align: center;">[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"/> <b>Debt Claim:</b> 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 \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> <b>Eviction:</b> 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 \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>
<p><input type="checkbox"/> <b>Repair and Remedy:</b> 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 \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> <b>Small Claims:</b> 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 \$20,000, excluding statutory interest and court costs but including attorney fees, if any.</p>

**Judge Tisha Bien**  
109 North Oak  
Mineral Wells, Texas 76067

**Justice of the Peace, Precinct 5, Place 1**  
[www.co.palo-pinto.tx.us](http://www.co.palo-pinto.tx.us)

Phone 940-659-1272  
Fax 940-325-5422

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

\_\_\_\_\_  
PLAINTIFF  
  
v.  
  
\_\_\_\_\_  
DEFENDANT

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IN THE JUSTICE COURT  
  
PRECINCT NO. 5  
  
PALO PINTO COUNTY, TEXAS

**PETITION: EVICTION CASE**

**COMPLAINT:** Plaintiff hereby sues the following **Defendant(s)** for eviction of Plaintiff's premises (including storerooms and parking areas) located in the above precinct. **The address of the property is:**

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

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

- Unpaid rent.** Defendant(s) failed to pay rent for the following time period(s): \_\_\_\_\_ . The amount of rent claimed as of 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 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 \_\_\_\_\_, 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 approves the bond; and (3) proper notices, as required by the Texas Rules of Civil Procedure, are given to Defendant(s).

**SERVICE OF CITATION:** Service is requested on Defendant(s) by: personal service at home or work, or by delivery to a person over the age of 16 years at Defendant's usual place of residence. If required, Plaintiff requests alternative service as allowed by the Texas Rules of Civil Procedure. Other home or work addresses where Defendant(s) may be served are:

\_\_\_\_\_  
Plaintiff knows of no other home or work addresses of Defendant(s) in this county.

**RELIEF:** Plaintiff requests that Defendant(s) is served with the citation and that 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 so stated, at the statutory rate for judgments.

I hereby request a jury trial. The fee is \$22 and must be paid at least 3 days before trial.

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

**I hereby incorporate by reference the attached Verification of Compliance with Section 4024 of the CARES Act, CDC Eviction Moratorium Order, and Eviction Diversion Program.**

**Defendant's Information** (if known):

Phone No: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Last three digits of Soc. Sec. No.: \_\_\_\_\_

**Plaintiff's Information**

\_\_\_\_\_  
Plaintiff's Printed Name

\_\_\_\_\_  
Signature of Plaintiff or Agent or Attorney

\_\_\_\_\_  
Address of Plaintiff or Agent or Attorney

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone & Fax No. of Plaintiff or Agent or Attorney

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Court Clerk or Notary Public

Case Number \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Vs. \_\_\_\_\_  
Defendant

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

<https://scra.dmdc.osd.mil/>

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)

- Plaintiff in the above cause
- Authorized agent for the plaintiff in the above cause

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

- The defendant is not in the military
- Defendant is on active duty in the U.S. Military
- Defendant has been deployed by the U.S. Military to a foreign country.
- Plaintiff / Agent for Plaintiff are not able to determine whether defendant is with the U.S. Military.
- Plaintiff / Agent for Plaintiff are not able to determine whether defendant who is in the U.S. Military has been deployed to a foreign country
- Defendant has signed, while on active duty, a separate written waiver or a written lease containing a waiver of his or her rights under the U.S. Service-Members Civil Relief Act of 2003.

\_\_\_\_\_  
Signature of Plaintiff / Agent for Plaintiff

Sworn and subscribed before me by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Court Clerk or Notary Public