

STEPS FOR EVICTION INFORMATION SHEET

1. A petition for 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 other 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. Delivery of the Notice to Vacate must be done by one of the following methods (a) Handed to a tenant in person, or anyone living at the premises who is at least 16 years 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. Unless there is an agreement between the parties shortening the Notice requirements, the landlord must wait three (3) days after the Notice to Vacate is delivered before filing the Eviction Petition.
5. **When filing with the Court, 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 an 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.
8. A case for back rent may be heard with the eviction suit if the amount due is within the jurisdiction of the justice court (\$10,000 or less). Charges for items other than rent cannot be joined with suit for eviction.
9. A Default Judgment can be granted to the landlord if the tenant fails to answer and /or appear at Trial after being served.
10. 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.
11. Under the Texas Rules of Civil Procedure, either party to the lawsuit has five (5) days to appeal the Court's 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 of \$150.00 is payable to the JP Court to cause the tenant to Vacate the premises. Questions involving the execution of the Writ of Possession should be directed to the Precinct 6 Constable's office.

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.

Judge James E. Powell
Justice of the Peace Pct. 6
22001 FM 457
Sargent, TX 77414
979-245-0358

CAUSE NO. _____

PLAINTIFF

v.

DEFENDANT

§ IN THE JUSTICE COURT
§
§ PRECINCT NO. 6
§
§
§ MATAGORDA 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 approve 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: _____.

Plaintiff's Printed Name

Signature of Plaintiff or Agent or Attorney

Defendant's Information (if known):

Date of birth: _____

Address of Plaintiff or Agent or Attorney

Last three digits of Driver License: _____

Last three digits of Soc. Sec. No.: _____

Phone No.: _____

City State Zip

Phone & Fax No. of Plaintiff
or Agent or Attorney

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____

CLERK OF THE JUSTICE COURT OR NOTARY

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