



Eviction Packet

JUDGE STEVE SPOON

Justice Court
Stephens County Courthouse
200 West Walker – 2nd Floor
Breckenridge, TX 76424
Phone#: 254.559.5322 – Fax#: 254.559.1127

EVICTION

EVICTION CASE: 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.

IMPORTANT NOTICE:

APPROPRIATE COURTROOM ATTIRE IS REQUIRED. All persons entering the courtroom should be dressed in clothing reasonable befitting the dignity and solemnity of the court proceedings. No shorts, tank tops, flip flops, hats, etc. Cell phones and other electronics must be turned off when in the courtroom. Food and drink is not allowed in the courtroom.

READ CAREFULLY BEFORE FILING THE PETITION

The following information is furnished to you as a courtesy of the Justice of the Peace office for filing eviction suits. The Court cannot advise you what you should do and are barred by law from giving you legal advice. The Court can only answer procedural questions.

Eviction suits must be filed in the Justice Precinct where the property is located. This is the only Justice Court in Stephens County, Texas. This is a suit for you to regain possession of your property or to combine a suit for rent with this suit. Please print clearly.

- The plaintiff is the owner of the property; if you are acting as agent, the owner is the plaintiff (not you) and you should sign the petition as the agent for the landlord (plaintiff). **Agents must provide a signed notarized statement from the landlord designating you as agent.**
- You must name all persons that signed your lease as defendants. All others living at the property can be considered “all other occupants” (ex: “John Doe and all other occupants”). If you name more than one person, you will be required to pay a service fee for each person named.
- State tenant’s full address, including apartment number (if applicable) and city.
- In order to properly file this suit, you must have given the defendant(s) **a written demand to vacate the premises.**
- In order to sue for attorney fees, you must have given the tenant a 10-day written notice which stated that if they did not vacate by the 11th day after the date of receipt of the notice, you would be entitled to attorney’s fees (if employment of counsel is necessary and verified).
- You must also complete the Justice Court Civil Information Sheet and the Military Affidavit.
- If you are suing for past due rent and/or attorney’s fees the total amount of both added together cannot exceed \$20,000.

The cost for you to have your case filed and the citation served is **\$126.00** if only one defendant. Service fee for each additional defendant will be an additional \$80.00. This is a “court cost” that can be included in the judgment if you win your case. If filing in person the day and time of hearing will be written on your receipt. If filing by mail, you will receive notice of hearing by mail, phone call or email if provided. **PLEASE NOTE: YOU MUST HAVE COPIES FOR THE COURT’S FILE OF ANY DOCUMENTS YOU INTEND TO SUBMIT TO THE COURT AS EVIDENCE. YOU WILL BE CHARGED FOR ANY COPIES THE COURT MUST MAKE.**

Evictions may be dismissed only in open court or by written motion. If the tenant vacates the property and you do not want to come for the hearing and obtain your written judgment, you must submit a written motion for dismissal so the case can be cleared from the court’s docket.

EVICTIION SUIT FEES

Eviction

Filing fee- \$126.00 made payable to Justice of the Peace

Jury Fee

\$22.00 made payable to Justice of the Peace

Writ of Possession

\$200.00 made payable to Justice of the Peace

The Writ of Possession may be filed on the 6th day after judgment but not more than 60 days after judgment for possession unless good cause is shown.

Abstract of Judgment

Issuance fee- \$5.00 per abstract made payable to Justice of the Peace

The Abstract of Judgment may be filed on the 6th day after judgment, and may be filed in each county where the Defendant owns real property. *A separate filing fee will need to be paid to the County Clerk's office at the time of filing the Abstract.*

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 this case:
Name: _____ Phone #: _____ Fax #: _____ Address: _____ City/State/Zip _____ State Bar # _____ Email: _____ Signature: _____	Plaintiff(s): _____ _____ _____ Defendant(s): _____ _____ _____ _____ (Attach additional pages as necessary to list all parties)
3. Indicate case type, or identify the most important issue in the case (select only 1)	
<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 \$20,000, excluding statutory interest and court costs but including attorney fees, if any.	<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 of 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.
<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 \$20,000, excluding statutory interest and court costs but including attorney fees, if any.	<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 \$20,000, excluding statutory interest and court costs but including attorney fees, if any.

PETITION: EVICTION CASE

CASE NO. (Court use only) _____ ☐ with suit for Rent COURT DATE: _____

In the Justice Court, Precinct 1, Stephens County, Texas

PLAINTIFF _____

(Landlord/ Property Name)

Rental Subsidy (if any) \$ _____

VS.

Tenant's Portion \$ _____

DEFENDANT(S): _____

TOTAL MONTHLY RENTS _____

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
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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 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 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 the extension period, which was the ____ day of _____, 20____.

5. **NOTICE TO VACATE:** Plaintiff has given defendant(s) a written 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 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 JUDGEMENT: 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 _____

DEFENDANT(S) INFORMATION (if known):

DATE OF BIRTH: _____

*LAST 3 NUMBERS OF DRIVER LICENSE: _____

*LAST 3 NUMBERS OF SOCIAL SECURITY: _____

DEFENDANT'S PHONE NUMBER: _____

Signature of Plaintiff (Landlord/Property Owner) or Agent _____

Address of Plaintiff (Landlord/ Property Owner) or Agent _____

City State Zip

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

CLERK OF THE JUSTICE COURT OR NOTARY

CAUSE NO. _____

_____	§	IN THE JUSTICE COURT
VS	§	PRECINCT ONE
_____	§	STEPHENS COUNTY, TX

AFFIDAVIT OF MILITARY STATUS OF DEFENDANT

Before me, the undersigned clerk of the justice court or notary public, 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 stated the following:

My name is **[please print]** _____; I am **[check one]** _____ the plaintiff or _____ an authorized agent or _____ attorney for the plaintiff in the above styled and numbered cause. I am over the age of 18 and am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.

[check as applicable]

- ☐ The defendant is not in the military.
- ☐ The defendant is not on active duty in the military and/or
- ☐ The defendant is not in a foreign country on military service.
- ☐ The defendant is on active military duty and/or is subject to the Service member Civil Relief Act of 2003.
- ☐ The defendant has waived his/her rights under the Service member Civil Relief Act of 2003.
- ☐ The defendant's military status is unknown at this time.

Signature of Plaintiff/Agent/Attorney

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

Court Clerk/Notary Public

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.

CAUSE NO. _____

_____	§	
PLAINTIFF	§	
	§	
v.	§	PRECINCT NO. _____
	§	
_____	§	
DEFENDANT	§	_____ COUNTY, TEXAS

**VERIFICATION OF COMPLIANCE WITH SECTION 4024 OF THE CARES ACT AND THE CDC
ISSUED FEDERAL EVICTION MORATORIUM ORDER**

My name is: _____
First Middle Last

I am (*check one*) ☐ **the Plaintiff** or ☐ **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

b. I verify that this property (select the one that applies): ☐ is ☐ 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 whether the property has a federally backed mortgage loan or federally backed multifamily mortgage loan, and if not, which database or information you have used to determine that fact. If the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan, please state whether or not: (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.)

- c. I verify that I have reviewed the information about the Texas Eviction Diversion Program, found at www.txcourts.gov/eviction-diversion.
- d. I verify that the premises (select the one that applies): ☐ is ☐ is not a property securing an FHA-insured Single Family mortgage.
- e. I verify that plaintiff (select the one that applies):
☐ **has** provided the defendant with 30 days' notice to vacate as required under Section 4024(c) and 4023(e) of the CARES Act.
☐ **has not** provided the 30 days' notice, because the property is not a "covered dwelling."
- f. I certify that the plaintiff: ☐ has ☐ has not received a CDC Sworn Declaration from the tenant stating that they are a "covered person" under the CDC issued Federal Eviction Moratorium Order. *Any landlord proceeding with a nonpayment eviction of a "covered person" despite receiving a Declaration can be fined up to \$100,000 under federal law, with enhanced penalties, including jail, if a death occurs.*

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 : _____

First Middle Last

My birthdate is: ____/____/____
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).