

EVICTON GENERAL INFORMATION

To file an eviction you will need to do the following-

1. An eviction must be filed in the precinct where the rental property is located. A map is available on the website www.co.hood.tx.us and maps are available in each of the Justice of the Peace offices. Your property must be properly marked with the physical address assigned by the 911 emergency address system or the appraisal district.
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 72 hours (three days) after the Notice to Vacate is served/posted before filing the eviction**. Delivery of the Notice to Vacate must be done by one of the following methods:
 - a. Handed to a tenant in person, or anyone age 16 years or older living at the premises.
 - b. Posted to the inside of the main entry door.
 - c. Mailed via Certified Mail 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.
5. 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.
6. A default judgment can be granted if the tenant fails to answer and/or appear for court after being served.
7. A court date will be set at the time the eviction is processed by the court clerk. The Plaintiff's court notice will be attached to receipts issued for court costs and is usually setup 15-21 days from the date of filing. The Defendant's court notice will be included with the service papers. Both parties are expected to appear at that date and time. Any continuance must be in writing and submitted at least 48 hours to the court date.

8. Court Costs **must** be paid at the time of the eviction suit is filed.

Please submit TWO SEPARATE PAYMENTS

\$46.00 – PAYABLE TO: **HOOD COUNTY JP2**

\$90.00 – (PER DEFENDANT) PAYABLE TO: **HOOD COUNTY CONSTABLE**

We are prohibited by law from giving legal advice!!!!

**Should you need legal assistance,
please contact an attorney or call 800-955-3959**

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.

<p>1. Contact information for person completing case information sheet:</p> <p>Name: _____ Telephone: _____</p> <p>Address: _____ Fax: _____</p> <p>City/State/Zip: _____ State Bar No: _____</p> <p>Email: _____</p> <p>Signature: _____</p>	<p>2. Names of parties in case:</p> <p>Plaintiff(s): _____</p> <p>_____</p> <p>Defendant(s): _____</p> <p>_____</p> <p>_____</p> <p>[Attach additional page as necessary to list all parties]</p>
<p>3. Indicate case type, or identify the most important issue in the case (select only 1):</p>	
<p><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.</p>	<p><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 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"/> 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.</p>	<p><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.</p>

CAUSE NO. _____

PLAINTIFF

v.

DEFENDANT

§ IN THE JUSTICE COURT
§
§
§ PRECINCT NO. _____
§
§
§ _____ 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

- GROUND 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

LANDLORD WORKSHEET

ALL LANDLORDS MUST HAVE THIS FORM COMPLETED FOR THE COURT, IF YOU ARE ASKING FOR UNPAID RENT AS GOUNDS FOR EVICTION.

MONTHLY RENT AMOUNT \$ _____

PRORATED AMOUNT THROUGH THE COURT DATE THAT YOU ASKING FOR \$ _____

(COURT DOES NOT AWARD FUTURE RENT)

THE COURT CANNOT AWARD LATE FEES OR UTILITY AMOUNTS DUE. DO NOT INCLUDE COURT COSTS. IF YOU PREVAIL IN COURT THESE WILL BE AWARDED.

BREAK-DOWN OF TOTAL AMOUNT AND WHAT PERIOD OF TIME THIS COVERS.

MONTH _____ OWED \$ _____

MONTH _____ OWED \$ _____

MONTH _____ OWED \$ _____

MONTH _____ OWED \$ _____

CASE NO. _____

AFFIDAVIT
SERVICEMEMBERS CIVIL RELIEF ACT SEC.201 (b)

PLAINTIFF BEING DULY SWORN ON HIS OATH DEPOSES AND SAYS THAT
DEFENDANT (S)

- IS NOT IN THE MILITARY
- NOT ON ACTIVE DUTY IN THE MILITARY AND/OR
- NOT IN A FOREIGN COUNTRY ON MILITARY SERVICE
- IS ON ACTIVE MILITARY DUTY AND/OR IS SUBJECT TO THE SERVICE
MEMBERS RELIEF ACT OF 2003
- DEFENDANT HAS WAIVED HIS RIGHTS UNDER THE SERVICE MEMBERS
RELIEF ACT OF 2003
- MILITARY STATUS IS UNKNOWN AT THIS TIME

PLAINTIFF

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF
_____, 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
CLERK OF THE JUSTICE COURT (STRIKE ONE)

PENALTY FOR MAKING OR USING FALSE AFFIDAVIT- A PERSON WHO MAKES OR USES AND
AFFIDAVIT KNOWING TO BE FALSE, SHALL BE FINED AS PROVIDED IN TITLE 18 UNITED
STATES CODE, OR IMPRISONED FOR NOT MORE THAN ONE YEAR, OR BOTH.

INFORMATION FORM

HOOD COUNTY JP2

EVICTON CAUSE# _____

Contact person for eviction and/or writ of possession:

Phone #: _____

Best time to be reached at this number: _____

Alternate phone number: _____

Best time to be reached at this number: _____

Description of Address/Property:

Eviction and/or writ are requesting for the removal of: (check one)

_____ Tenant and personal property only _____ Tenant's personal Property
and house (mobile)

Description of property to moved-

Number of Tenants: _____

Because a Constable and/or Deputy will be responding to this location, suspected officer safety issues are of great concern. Please list any and all suspicions that a Police/Sheriff's officer/Constable should take precautions. (Example; Weapons located on the property, suspected violence, drug use, threats, illegal activities....) This sheet is not available to the public and used only by the Constable's office.

Please list any known Animals located at the premises, the number and type of animals and if the animal is known to be or has a history of being dangerous:

The information you provide is for the use of the Constable's Office ONLY and the public will have NO access to this information.

CAUSE NO. _____

PLAINTIFF

v.

DEFENDANT

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§
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§

PRECINCT NO. _____

_____ 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.)

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).