

Cause/Case No. \_\_\_\_\_

Plaintiff \_\_\_\_\_

In the Justice Court, Precinct \_\_\_\_\_

v.

County of \_\_\_\_\_, Texas

Defendant[s] (list all tenants) \_\_\_\_\_

\_\_\_\_\_

**EVICITION PETITION**

1. PETITION. Plaintiff files this petition against the above defendant(s) to evict defendant(s) from plaintiff's premises, which is located in the above precinct and which is described below. The above-named defendants include all those obligated under the lease and residing at the premises in question that plaintiff seeks to evict.

Street address or other description \_\_\_\_\_

Unit No. (if any) \_\_\_\_\_

City \_\_\_\_\_

County \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

2. SERVICE OF CITATION. Plaintiff requests service of citation on defendant(s) by personal service at the above described premises or by alternative service, if necessary. The following are all other addresses, known to plaintiff, where the defendant(s) may be working, residing, undergoing treatment or incarcerated, temporarily or permanently, including all addresses known to plaintiff that are inside or outside the county where the premises are located and telephone numbers for defendant(s) known to plaintiff listed by defendant(s):

\_\_\_\_\_  
\_\_\_\_\_

3. TYPE OF OCCUPANCY BY DEFENDANT(S). (check as applicable)

- Defendant(s) are occupying the premises under a  written or  oral rental agreement, either as tenants or as permitted occupants under the rental agreement. The rental agreement does not involve land that has been rented to defendant(s) for placement of a manufactured home owned by defendant(s).
- Defendant(s) are still occupying the premises after foreclosure sale of the property.
- Defendant(s) are still occupying the premises after a defaulting under an executory contract.
- Defendant(s) are trespassers since they entered the premises without permission of plaintiff or any defendant.
- Defendant(s) are occupying the premises under other circumstances: (briefly describe)

\_\_\_\_\_

4. ADDITIONAL INFORMATION IF RENTAL OF MANUFACTURED HOME LOT. If the rental agreement is for the rental of land on which a manufactured home has been placed by the defendant(s), plaintiff has complied with all notice and time requirements in Section 94.203, Texas Property Code. The name(s) and address(es) of all lienholders on the manufactured home that were disclosed to plaintiff by defendant(s), are as follows:

\_\_\_\_\_  
\_\_\_\_\_

5. NOTICE TO VACATE. Plaintiff delivered to defendant(s) a written notice to vacate in accordance with the applicable notice requirements of Section 24.005 or Section 24.006, Texas Property Code; or, if the land or lot was rented for occupancy by a manufactured home not owned by plaintiff, notice to vacate was delivered under Section 94.203, Texas Property Code.

Notice to vacate (demand for possession) was unconditional, i.e., it did not give the resident a choice of either paying the rent or moving out. It was delivered on the \_\_\_ day of \_\_\_\_\_, \_\_\_ by the following method: (check one or more of the following, as applicable)  personal delivery to defendant(s);  personal delivery to any person residing at the premises who is 16 years of age or older;  affixing the notice to the inside of the main entry door of the premises;  affixing the notice to the exterior of the door as authorized under Section 24.005;  first class mail, registered mail or certified mail return receipt requested, to the premises; or  other method of delivery authorized under Section 24.005, Texas Property Code.

6. FAILURE TO VACATE. After the notice was delivered, defendant(s) refused to vacate the premises.
7. GROUNDS FOR EVICTION. The ground or grounds for eviction are as follows: (check one or more grounds below and fill in information as applicable)

- NON-PAYMENT OF RENT: Defendant(s) have failed to pay all rent owed prior to filing this petition. The total unpaid rent to the time of filing this eviction petition is \$\_\_\_\_\_. The rent is payable \$\_\_\_\_\_ per  month  week or  other rental period (describe period)\_\_\_\_\_. The most recent rental due date prior to filing this eviction petition was \_\_\_\_\_, \_\_\_\_\_.
- NON-PAYMENT OF OTHER SUMS (UTILITIES, LATE FEES, RETURNED CHECK CHARGES, ETC.): Defendant(s) have failed to pay the following non-rent amounts. (Describe amount and nature.)
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- HOLDING OVER UNDER RENTAL AGREEMENT: Defendant(s) are unlawfully holding over (check one)  after the rental term or renewal period has expired or  after the rental agreement or right of possession was lawfully terminated by plaintiff for violation of the rental agreement by defendant(s). The date of such expiration or termination was \_\_\_\_\_, \_\_\_\_\_.
- PERSONAL CONDUCT VIOLATING RENTAL AGREEMENT: The conduct requirements of the rental agreement have been violated by defendant(s) or other persons for whom defendant(s) are responsible. (State facts briefly.)
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- PROPERTY DAMAGE: Defendant has caused substantial property damage to the premises. (State facts briefly.)
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- TRESPASS: (check as applicable) Plaintiff is entitled to possession of the premises because defendant(s) are trespassers, having entered onto the premises without authority of the property owner, tenant, or holder of a contract for deed. The premises are either:  owned by plaintiff,  rented by the owner to plaintiff or  under contract for deed from plaintiff.
- HOLDING OVER AFTER FORECLOSURE: Defendant(s) are unlawfully holding over after foreclosure of a prior lien. Plaintiff owns the premises as a result of purchase at a tax foreclosure sale or a trustee's foreclosure sale under a superior lien. Plaintiff has complied with all other eviction notice requirements of Section 24.005(b) and Chapter 51, Texas Property Code, and other applicable laws. (State facts briefly.)
- HOLDING OVER AFTER TERMINATION OF EXECUTORY PURCHASE CONTRACT (CONTRACT FOR DEED): Plaintiff is the seller in an executory purchase contract (contract for deed). Defendant(s) have defaulted under such contract, the contract has been terminated and defendant(s) have refused to vacate after notice from plaintiff. Plaintiff has complied with all statutory and contractual procedures required to regain possession of the premises from defendant(s), including those in Sections 5.063-5.065, Texas Property Code. (State facts briefly.)
- OTHER GROUNDS: (State facts briefly.) \_\_\_\_\_
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8. JUDGMENT REQUESTED. Plaintiff requests judgment for plaintiff and against defendant(s) for possession of the premises and issuance of a writ of possession against defendants and all other occupants of the dwelling, and all court costs. Additionally, plaintiff requests judgment for plaintiff and against defendant(s) for the following

- Rent. If eviction is based on non-payment of rent, plaintiff requests judgment of \$\_\_\_\_\_ for unpaid rent through after the month of judgment; and plaintiff also seeks judgment for rent accruing thereafter as allowed under the rental agreement. (Plaintiff understands that an eviction suit can only be combined with a suit for rent. Texas Supreme Court rules require plaintiff to bring a separate suit if plaintiff seeks to recover a money judgment for non-rent items such as utilities, late fees, returned check charges, animal charges, damages, etc.)

- Attorney's fees. If plaintiff engages an attorney, plaintiff requests judgment for attorney's fees because defendant(s) signed a written rental agreement containing a provision entitling plaintiff to attorney's fees, or plaintiff has given 10-day notice to vacate as provided in Section 24.006, Texas Property Code.
- Post-judgment interest. If plaintiff is granted judgment for rent and/or attorney's fees, plaintiff requests judgment for post-judgment interest as allowed by statute or the rental agreement.

9. ATTACHMENTS. The court requests but does not require plaintiff to enclose with this petition the following:

- (a) a copy (not the original) of plaintiff's notice to vacate;
- (b) a copy (not the original) of any written rental agreement; and
- (c) a copy (not the original) of the rental application of defendant(s) is also attached if the application relates to grounds for eviction.

If no one appeals this case, plaintiff does not give permission to the court clerk to discard the above copies. If neither box is checked, plaintiff gives such permission.

10. CONSENT TO EMAIL SERVICE OF THE ANSWER AND ANY OTHER MOTIONS OR PLEADINGS. By providing the following email contact information, plaintiff is consenting to service of the answer and any other motions or pleadings by email (attorney's email, if applicable; otherwise, plaintiff's email):\_\_\_\_\_. Failure to include email information means plaintiff does NOT consent to such service.

\_\_\_\_\_  
 PLAINTIFF (as stated at top of page 1)

The Court may send any notice to plaintiff via U.S. mail, email, telephone or fax, as set forth below (name, address, telephone number and fax number, if any, of the plaintiff's attorney, if applicable, or the address, telephone number and fax number, if any, of the plaintiff):

\_\_\_\_\_  
 Name Street address

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

\_\_\_\_\_  
 Phone (if any) Fax (if any)

By \_\_\_\_\_  
 Signature

The above is the signature of (check only one)

- plaintiff
- plaintiff's authorized agent
- plaintiff's attorney

\_\_\_\_\_  
 Printed name of person signing

\_\_\_\_\_  
 Title of person signing (i.e., owner, manager, president, etc.)

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by the above-named plaintiff on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.