

\$123.00

**TO THE CITIZENS OF PRECINCT 5-3:**

Justice Court is here for your benefit and it is our job to help you in any way possible.

However, the Rules of Judicial Ethics prohibit this office:

- 1.) From giving legal advice
- 2.) Telling either party how to represent their case
- 3.) Expressing opinions of the law

We must remain impartial. We cannot hear any part of the case or discuss the merits of any case, unless all parties are present.

The information contained herein is FOR YOUR INFORMATION and is offered as a guide to all interested parties. As always, we recommend that you seek some form of sound legal advice.

In addition, a copy of the RULES FOR JUSTICE COURT CASES is available for reading only at our office should you need them for reference.

**PLEASE DO NOT ASK US TO VIOLATE THESE RULES**

Thank you,  
Judge Mike Trejo

## EVICTION SUITS

An eviction suit must be filed in the County and Precinct where the rental property is located.

NOTICE TO VACATE: The landlord must give the tenant a written notice to vacate. It must state the reason for demand of property and give a specific date by which the tenant must vacate the property. The notice must be signed by the landlord or landlord's agent and must include the date and time of delivery to the tenant. The notice to vacate shall be given in person or by mail at the property in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. If the property has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to leave the notice to vacate on the inside of the main entry door, then the landlord may affix the notice to the outside of the main entry door. Notice by mail may be by regular mail. Unless there is a written lease regulating the notice requirements, the landlord must give the tenant 72 hours (3 days) notice to vacate in cases pertaining to non-payment of rent and/or the required days under the property code for breach of lease.

WHO MAY FILE: The owner of the property or the owner's agent may file the eviction suit. The agent may represent the owner in cases pertaining to non-payment of rent and holding over. All other types of cases, (breach of lease, foreclosure, etc.) must be represented by the owner or the owner's attorney.

SUIT FOR RENT: When an eviction suit is filed for non-payment of rent, the landlord may include in the suit any unpaid back rent that is owed by the tenant. The amount must be within the jurisdictional limit of the Court which is \$10,000.00 ( Any damages, late charges or other charges may not be included in the suit, however, the landlord may file another suit in small claims court for these amounts.)

FILING AN EVICTION SUIT: If the tenant does not vacate the property by the date given in the notice; the landlord or agent may then file an eviction suit. The landlord or agent must fill out the enclosed petitions and affidavit. The petition and affidavit must be signed in front of the court clerk or in front of a notary public. Bring to this office, the petition and affidavit, a copy of notice to vacate and the filing fees in the amount of \$48.00 and service fees in the amount of \$75.00 per tenant. Each tenant that has signed the lease must be served with a citation. Cash, check, money order, or credit card will be accepted. At the time of filing, a hearing date will be set by the Court. The date will be 10 to 21 days from the date of filing. A citation for each tenant will be issued to the CAMERON COUNTY CONSTABLE OR SHERIFF'S OFFICE to be served on the tenant. The citation notifies the tenant that they are being sued for eviction and they are commanded to appear at the date and time of hearing. Either party has a right to a JURY TRIAL. A \$24.00 jury fee must be paid prior to the hearing date.

HEARING: The landlord or landlord's agent must appear in court for the hearing. Proper representation is essential. The landlord or agent must appear with all pertinent evidence pertaining to the case, (lease, notice to vacate, etc.). The burden of proof lies with the landlord. The landlord or agent must show the Court good and sufficient evidence proving right to regain possession of the property.

If the landlord fails to appear for the hearing, the case will be dismissed by the Court and the landlord will have forfeited all costs and will have to start the process over.

If the landlord wishes to drop the suit for whatever reason, (tenant moves, pays rent, etc.) a letter of dismissal is requested by the Court. Please notify the Court prior to the hearing so the docket can be adjusted. At the hearing, a judgement will be entered for either the landlord or the tenant. Either party has the right to appeal the decision of the Court within 5 days from date of the judgement.

If a judgement is rendered in favor of the landlord, the tenant has 5 days to vacate the property or appeal the decision of the Court. If they do not, the landlord has the right to obtain a Writ of Possession.

WRIT OF POSSESSION: A writ of possession is a legal document issued to the Constable or Sheriff's Office by the Court directing them to take possession of the property and turn the possession over to the landlord. The costs of a writ is \$200.00 plus \$7.00 preparation fee by the court. The Constable or Sheriff's Office is required to give the tenant notice that the writ will be executed not sooner than 24 hours after the notice is posted. When the writ is executed, the Constable or the Sheriff's Office will turn the premises over to the landlord.

IF YOU HAVE ANY QUESTIONS REGARDING PROCEDURES YOU MAY CONTACT OUR OFFICE. THE JUDGE WILL NOT DISCUSS THE CASE WITH EITHER PARTY PRIOR TO THE HEARING. THE CLERK'S WILL TRY TO ANSWER ANY PROCEDURAL QUESTIONS, HOWEVER, THEY ARE NOT ATTORNEYS AND WILL NOT ANSWER ANY LEGAL QUESTIONS. IF YOU HAVE ANY LEGAL QUESTIONS, PLEASE CONTACT ANY ATTORNEY OR CONSULT THE TEXAS PROPERTY CODE WHICH IS AVAILABLE AT THE PUBLIC LIBRARY.

## 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 case:
Name: _____	Telephone: _____	Plaintiff(s): _____ _____ Defendant(s): _____ _____ _____ [Attach additional page as necessary to list all parties]
Address: _____	Fax: _____	
City/State/Zip: _____	State Bar No: _____	
Email: _____		
Signature: _____		
3. Indicate case type, or identify the most important issue in the case ( <i>select only 1</i> ):		
<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 \$10,000, excluding statutory interest and court costs but including attorney fees, if any.	<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 \$10,000, excluding statutory interest and court costs but including attorney fees, if any.	
<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 \$10,000, excluding statutory interest and court costs but including attorney fees, if any.	<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 \$10,000, 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 \_\_\_\_\_, \_\_\_\_\_ County, Texas

PLAINTIFF \_\_\_\_\_  
(Landlord/Property Name)

VS. \_\_\_\_\_  
DEFENDANT(S): \_\_\_\_\_

Rental Subsidy (if any) \$ \_\_\_\_\_  
Tenant's Portion \$ \_\_\_\_\_  
TOTAL MONTHLY RENT \$ \_\_\_\_\_

**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

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 Court 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 OF 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 extension period, which was the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

5. **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 \_\_\_\_\_ 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 the 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 JUDGMENT:** 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

\_\_\_\_\_  
Signature of Plaintiff (Landlord/Property Owner) or Agent

**DEFENDANT(S) INFORMATION** (if known):

\_\_\_\_\_  
Address of Plaintiff (Landlord/Property Owner) or Agent

DATE OF BIRTH: \_\_\_\_\_

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

\*LAST 3 NUMBERS OF DRIVER LICENSE: \_\_\_\_\_

\*LAST 3 NUMBERS OF SOCIAL SECURITY: \_\_\_\_\_

\_\_\_\_\_  
Phone & Fax No. of Plaintiff (Landlord/Property Owner) or agent

DEFENDANT'S PHONE NUMBER: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CLERK OF THE JUSTICE COURT OR NOTARY

