

Cause No. _____

Plaintiff: _____

In the Justice Court

v.

Defendant(s): _____

Precinct _____ Place _____

County of _____, Texas

COMPLAINT FOR EVICTION

1. **COMPLAINT.** Plaintiff files this complaint against the above-named defendant(s) to evict defendant(s) from plaintiff's premises, which is located in the above precinct and which is described below.

Street Address or Other Description

Unit No. (if any)

City

County

State

Zip

2. **CURRENT OCCUPANCY BY DEFENDANT(S).** *(check only one)*

☐ **Lease or Rental agreement:** Defendant(s) are occupying the premises under a ☐ written or ☐ oral lease or rental agreement, either as tenants or permitted occupants under the rental agreement. The rental agreement ☐ does ☐ does not involve the rental of land on which the defendant(s) have placed a manufactured home.

☐ **Foreclosure:** Defendant(s) continue to occupy the premises after foreclosure sale.

☐ **Executory Contract:** Defendant(s) continue to occupy the premises after a default under an executory contract.

☐ **Trespass:** Defendant(s) entered the premises without authority and are trespasser(s).

☐ **Tenancy at Sufferance, Tenancy at Will, or Other:** *(briefly describe)* _____

3. **SUIT FOR MONEY. RENT.** Plaintiff *(check one)* ☐ **does** **does not** seek judgment for rent. Rent is due on the _____ day of the *(check one)* Month Week _____ *(Specify other rent paying period)*. The rent is \$_____ per Month Week _____ *(other)*.

The defendant(s) rent *(check one)* **is not** subsidized by the government **is** subsidized by the government as follows; \$_____ paid by the government, and \$_____ paid by the defendant(s).

LATE CHARGES. Plaintiff *(check one)* **does** ☐ **does not** seek judgment for late charges contained in a written rental agreement. Late charges begin after the _____ day of each Month Week _____ *(specify other rent paying period)*. The initial late charge is \$_____, and the additional late charge is \$_____ per day.

4. **FAIR MARKET RENTAL VALUE.** Plaintiff alleges that the defendant(s) does not have an obligation to pay rent but that the fair market rental value of the premises is \$_____ per month.

5. **SERVICE OF CITATION.** Plaintiff requests service of citation on defendant(s) by personal service at the above described premises. If any other addresses of defendant(s) are listed in the rental agreement, such address(es) are as follows: _____

6. 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 premises was 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 was delivered on the ____ day of _____, 20__ by the following method: (check one or more 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; ☐ regular 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. **A copy of the NOTICE TO VACATE is attached to this complaint.**

7. ☐ GROUNDS FOR EVICTION—BREACH OF LEASE OR RENTAL AGREEMENT (check all applicable boxes). Defendant(s) have violated the rental agreement between plaintiff and defendant(s) and have refused to vacate after notice from plaintiff. **A copy of any written LEASE OR RENTAL AGREEMENT is attached to this complaint.** The rental agreement violation involved one or more of the following: (check and fill in below, as applicable)

Defendant(s) failed to pay the rent for the period beginning the ____ day of _____ (month) 20 __, and running through the present, which is still due and unpaid; and/or failed to pay the late charges contained in a written rental agreement beginning the ____ day of _____ (month) 20__ and running through the present, which are still due and unpaid. **A copy of all WRITTEN PAYMENT RECORDS for the period in dispute are attached to the complaint.**

☐ Holding over. Defendants are unlawfully holding over (check one) ☐ after the rental term or renewal period has expired or ☐ after defendant(s)' rental agreement or right of possession was lawfully terminated by plaintiff. The date of such expiration or termination was _____, 20__. Defendants are liable to plaintiff for holdover rents after such expiration or termination date, prorated daily at \$_____ per day through date of judgment.

☐ Conduct in violation of rental agreement. The rental agreement has been violated by the following conduct of defendant(s) or other persons for whom defendant(s) are responsible: (state facts briefly) _____

☐ Other grounds. Other grounds for eviction of defendant(s) are as follows: (state facts briefly) _____

8. ☐ GROUNDS FOR EVICTION—FORECLOSURE (check if applicable). Plaintiff owns the premises as a result of purchase at a tax foreclosure or a trustee's foreclosure sale under a superior lien. Defendant(s) have refused to vacate after notice from plaintiff. Plaintiff has complied with all other requirements of Section 24.005(b) and Chapter 51, Texas Property Code, and other applicable laws. (state facts briefly) _____

9. ☐ GROUNDS FOR EVICTION—EXECUTORY CONTRACT (check if applicable). Plaintiff is the seller in an executory 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*) _____

10. ☐ **GROUNDS FOR EVICTION—TRESPASS** (*check if 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 contract for deed holder. The premises are either ☐ owned by plaintiff, ☐ leased by the owner to plaintiff, or ☐ under executory contract to plaintiff. Defendant(s) have refused to vacate after notice from plaintiff.

11. ☐ **GROUNDS FOR EVICTION—TENANCY AT SUFFERENCE, TENANCY AT WILL, OR OTHER** (*check if applicable*). Paragraphs 6 through 9 above do not cover plaintiff's grounds for eviction. Defendant(s) have refused to vacate after notice from plaintiff. Plaintiff is entitled to possession because (*state facts briefly*):

12. ☐ **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), all notice and time requirements in Section 94.203, Texas Property Code, have been complied with by plaintiff. The name(s) and address(es) of all lien holders on the manufactured home are:

13. **JUDGMENT REQUESTED**. Plaintiff requests judgment for plaintiff and against defendant(s) for possession of the premises and issuance of a writ of possession, and all court costs. Additionally, plaintiff requests judgment for plaintiff and against defendant(s) for all court costs and the following: (*check as applicable*)

☐ **Rent and late charges**. If eviction is based on breach of an agreement to pay rent, plaintiff requests judgment for unpaid rent in the amount of \$_____, and unpaid late charges in the amount of \$_____, as calculated at time of filing, and plaintiff also seeks judgment for rent and late charges accruing from the date of filing and becoming due thereafter.

☐ **Attorney's fees**. If plaintiff engages an attorney, plaintiff requests judgment for attorney's fees because (*check only one*) ☐ a written agreement, binding on defendant(s), contains a provision entitling plaintiff to attorney's fees, or ☐ plaintiff gave the 10-day notice as provided in Section 24.006, Texas Property Code.

☐ **Post-judgment interest**. If plaintiff is granted judgment for rent, late charges or attorney's fees, plaintiff requests judgment for post-judgment interest as allowed by statute or the rental agreement.

The Court may send any notice to plaintiff via U.S. mail, email, telephone or fax, as follows:

Street address

City

State and zip

Phone number, if any

Fax number, if any

PLAINTIFF: _____
(*as stated at top of page 1*)

By _____
Signature

The above is the signature of: (*check one*)

☐ plaintiff or
☐ plaintiff's authorized agent or
plaintiff's attorney

Printed name of person signing

Email address, if any

Title of person signing (for example, owner,
manager, president, etc.)