



DUSTY VINSON JUSTICE OF THE PEACE PRECINCT THREE

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.

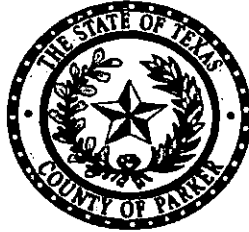
IMPORTANT NOTICE:

APPROPRIATE COURTROOM ATTIRE IS REQUIRED. All persons entering the courtroom should be dressed in clothing 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.

Courthouse Annex, 1112 Santa Fe Drive, Weatherford, TX 76086
(817) 598-6086 – civil **(817) 598-6112 – fax**
Public website: parkercountytx.com
Court Email: jp.3@parkercountytx.com

DUSTY VINSON
JUSTICE OF THE PEACE, PRECINCT THREE

Courthouse Annex
1112 Santa Fe Dr.
Weatherford, TX 76086



(817) 598-6192
(817) 598-6112 fax
(817) 598-6086 civil

READ CAREFULLY BEFORE FILLING OUT PETITION

THE FOLLOWING INFORMATION IS FURNISHED TO YOU AS A COURTESY OF THE JUSTICE OF THE PEACE OFFICE FOR FILING EVICTION SUITS. NEITHER I, NOR MY CLERKS, CAN ADVISE YOU WHAT YOU SHOULD DO AND ARE BARRED BY LAW FROM GIVING YOU LEGAL ADVICE. WE CAN ONLY ANSWER PROCEDURAL QUESTIONS.

*****PLEASE NOTE:*****

*****ANY DOCUMENTS YOU INTEND TO SUBMIT FOR THE COURT'S CONSIDERATION MUST HAVE COPIES FOR THE COURT'S FILE.*****

*****APPROPRIATE COURTROOM ATTIRE IS REQUIRED, NO SHORTS, TANK TOPS, FLIP FLOPS, ETC. ALL CELL PHONES AND PAGERS MUST BE OFF WHILE IN THE COURTROOM.*****

EVICTION SUITS MUST BE FILED IN THE J.P. PRECINCT WHERE THE PROPERTY IS LOCATED. If you are unsure, please ask the clerk. 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).
****IMPORTANT**** If you are an agent acting on behalf of a landlord, you must bring a **signed, notarized statement from the landlord designating you as an agent when you appear in Court. Failure to do so, may result in your case being dismissed.**
- You may choose to use only one tenant's name and all other occupants (ex: "John Smith and all other occupants"). ***However, you must name each person on the lease agreement.*** If you name more than one person, you will be required to pay a service fee for each person.
- State tenant's full address, including apartment number (if applicable) and city.
- **In order to sue for attorney's 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). If you are suing for past due rent and/or attorney's fees, the total amount of both added together cannot exceed the jurisdictional limit of J.P. Court which is **\$20,000**.

In order to properly file this suit, **you must have given the defendant a written demand to vacate the premises.** The general rule for the notice period if the defendant is past due in the rent is 3 days after the defendant has **received** the notice; however, it can be a shorter/longer notice period in a written lease agreement or if you are evicting for reasons other than past due rent. Please ask the clerk for the cost to have your case filed and the citation served. This is a "Court cost" that can be included in the judgment if you win your case. We will give you the hearing date when your case is filed. 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 cases can be cleared from the Court's docket.

Sec. 24.005. NOTICE TO VACATE PRIOR TO FILING EVICTION SUIT. (a) If the occupant is a tenant under a written lease or oral rental agreement, the landlord must give a tenant who defaults or holds over beyond the end of the rental term or renewal period at least three days' written notice to vacate the premises before the landlord files a forcible detainer suit, unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. A landlord who files a forcible detainer suit on grounds that the tenant is holding over beyond the end of the rental term or renewal period must also comply with the tenancy termination requirements of Section 91.001.

(b) If the occupant is a tenant at will or by sufferance, the landlord must give the tenant at least three days' written notice to vacate before the landlord files a forcible detainer suit unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. If a building is purchased at a tax foreclosure sale or a trustee's foreclosure sale under a lien superior to the tenant's lease and the tenant timely pays rent and is not otherwise in default under the tenant's lease after foreclosure, the purchaser must give a residential tenant of the building at least 30 days' written notice to vacate if the purchaser chooses not to continue the lease. The tenant is considered to timely pay the rent under this subsection if, during the month of the foreclosure sale, the tenant pays the rent for that month to the landlord before receiving any notice that a foreclosure sale is scheduled during the month or pays the rent for that month to the foreclosing lienholder or the purchaser at foreclosure not later than the fifth day after the date of receipt of a written notice of the name and address of the purchaser that requests payment. Before a foreclosure sale, a foreclosing lienholder may give written notice to a tenant stating that a foreclosure notice has been given to the landlord or owner of the property and specifying the date of the foreclosure.

(c) If the occupant is a tenant of a person who acquired possession by forcible entry, the landlord must give the person at least three days' written notice to vacate before the landlord files a forcible detainer suit.

(d) In all situations in which the entry by the occupant was a forcible entry under Section 24.001, the person entitled to possession must give the occupant oral or written notice to vacate before the landlord files a forcible entry and detainer suit. The notice to vacate under this subsection may be to vacate immediately or by a specified deadline.

(e) If the lease or applicable law requires the landlord to give a tenant an opportunity to respond to a notice of proposed eviction, a notice to vacate may not be given until the period provided for the tenant to respond to the eviction notice has expired.

(f) Except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises 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. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.

(f-1) As an alternative to the procedures of Subsection (f), a landlord may deliver the notice to vacate by securely affixing to the outside of the main entry door a sealed envelope that contains the notice and on which is written the tenant's name, address, and in all capital letters, the words "IMPORTANT DOCUMENT" or substantially similar language and, not later than 5 p.m. of the same day, depositing in the mail in the same county in which the premises in question is located a copy of the notice to the tenant if:

(1) the premises has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to affix the notice to vacate to the inside of the main entry door; or

(2) the landlord reasonably believes that harm to any person would result from personal delivery to the tenant or a person residing at the premises or from personal delivery to the premises by affixing the notice to the inside of the main entry door.

(f-2) Notice to vacate under Subsection (f-1) is considered delivered on the date the envelope is affixed to the outside of the door and is deposited in the mail, regardless of the date the notice is received.

(g) The notice period is calculated from the day on which the notice is delivered.

(h) A notice to vacate shall be considered a demand for possession for purposes of Subsection (b) of Section 24.002.

(i) If before the notice to vacate is given as required by this section the landlord has given a written notice or reminder to the tenant that rent is due and unpaid, the landlord may include in the notice to vacate required by this section a demand that the tenant pay the delinquent rent or vacate the premises by the date and time stated in the notice.

PETITION: EVICTION CASE

CASE NO. (court use only) _____

COURT DATE: _____

In the Justice Court, Precinct Three, Parker County, Texas

PLAINTIFF _____
(Landlord/Property Name)

Rental Subsidy (if any) \$ _____

VS. _____

Tenant's Portion \$ _____

DEFENDANT(S): _____

TOTAL MONTHLY RENT \$ _____

(TENANT/S)

Street Address Unit No. (If any) City State Zip

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:

GROUND(S) 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.
 - SUIT FOR RENT:** Plaintiff does or does not include a suit for unpaid rent.
- 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: _____

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 have a current application pending with Texas Rent Relief
- 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

Address of Plaintiff or Agent or Attorney

Signature of Plaintiff or Agent or Attorney

City State Zip

Phone & Fax No. of Plaintiff or Agent or Attorney

Defendant's Information (if known):

Date of birth: _____

Last three digits of Driver License: _____

Last three digits of Soc. Sec. No.: _____

Phone No.: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____

CLERK OF THE JUSTICE COURT OR NOTARY

<https://scra.dmdc.osd.mil>
create an account
single record request

CAUSE NO. _____

Plaintiff

§ IN THE JUSTICE COURT

VS

§ PRECINCT THREE

Defendant

§ PARKER COUNTY, TEXAS

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 _____ and 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 below 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 members Civil Relief Act of 2003.
- The defendant has waived his/her rights under the Service members 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.