

## 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 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 animals that prevent 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 \$20,000.00 (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 petition and affidavit. The petition and affidavit must be signed in front a notary public. Bring to this office, the petition and affidavit, a copy of notice to vacate and filing fees in the amount of \$56.00 and service fees in the amount of \$90.00 per tenant. Each tenant that has signed the lease must be served with a citation. Money order or credit card/debit card will be accepted. Paying with a credit card/debit card will also incur an additional 5% fee. 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 will be requested by the Court. Please notify the Court prior to the hearing so the docket can be adjusted. At the hearing, a judgment will be entered for either the landlord (plaintiff) or the tenant (defendant). Either party has the right to appeal the decision of the Court within 5 days from the date of the judgment.

If a judgment 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 Constables 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 Constables 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 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.

CAUSE NO. \_\_\_\_\_

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT _____
	§	
_____	§	
DEFENDANT	§	CAMERON COUNTY, TEXAS

**PETITION – EVICTION CASE (WITH TEDP INFORMATION)**

**COMPLAINT:** Plaintiff hereby sues the following Defendant(s): \_\_\_\_\_

\_\_\_\_\_ for eviction from 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

**GROUNDS 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 \_\_\_\_\_, 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 \_\_\_\_\_, 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:

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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 \$24 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: \_\_\_\_\_
- I have reviewed the information about the Texas Eviction Diversion Program available at [www.txcourts.gov/eviction-diversion/](http://www.txcourts.gov/eviction-diversion/).

Plaintiff's Printed Name

Signature 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.: \_\_\_\_\_

Address of Plaintiff or Agent or Attorney

Phone & Fax No. of Plaintiff/Agent/Attorney

SWORN TO AND SUBSCRIBED on \_\_\_\_\_, 20\_\_\_\_

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

# MILITARY STATUS AFFIDAVIT

SERVICEMEMBERS CIVIL RELIEF ACT SEC. 201 (b)

To determine if a person is in military service, you may access the Defense Department's website at <http://www.dmdc.osd.mil/scra/owa/home>.

Case No. \_\_\_\_\_ § In the Justice Court  
\_\_\_\_\_  
§ Precinct 3, Place 1  
*Plaintiff*  
Vs. §  
\_\_\_\_\_  
§ Cameron County, Texas  
*Defendant*

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_  
Who, under oath and penalty of perjury, stated that the following facts are true:

I am the \_\_\_ Plaintiff \_\_\_ Attorney of record for the Plaintiff in this proceeding:

\_\_\_ Defendant, is not in the military

\_\_\_ Defendant, is in military service  
I know this because

\_\_\_ I am unable to determine whether or not the Defendant is in military service.

\_\_\_\_\_  
Plaintiff's Signature

\_\_\_\_\_  
Attorney of Record Signature

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Clerk of the Justice Courts (STRIKE ONE)

Penalty for making or using false affidavit – A person who makes or uses an 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.