

CAUSE NO: _____

Landlord / Plaintiff's Name
V.S.

Tenant / Defendant's Name
(& all occupants)

IN THE JUSTICE COURT
CAMERON COUNTY, TEXAS
PRECINCT 5, PLACE 2,

PLAINTIFF'S ORIGINAL PETITION FORCIBLE DETAINER & EVICTION

NOW COMES PLAINTIFF/Landord _____, and files an Eviction Petition complain against _____, **Defendant and all occupants** of the "Leased/Rental" Premises located at: _____ **Harlingen, Tx.** hereinafter described, whether one or more and for cause of action would respectfully show that Plaintiff is entitled to possession of the "Leased/Rental Premises," and in support of would show the following, Plaintiff does business in Cameron County, Texas. Defendant resides in Cameron County, Texas and may be served with process at the address of the "Leased/Rental Premises," or at such other place as Defendant may be found which is: _____
(and /or place of employment to served citation)

The Leased/Rental Premises are located within the jurisdiction of this Honorable Court, the same being within this Precinct of Cameron County, Texas.

1. Heretofore, Plaintiff entered into an agreement with the Defendant for occupancy of the Leased/Rented Premises. Defendant has violated the terms of the agreement by: **(check where applicable)**

- Date tenant(s) rented premises** _____, 20____, til _____ 20_____.
- Failing to pay rent for the period beginning** _____, 20____, til _____ 20_____.
- Back-Rent owed in the amount of \$** _____ **plus Court Cost \$ 93.00 Total:** _____.
- Breaching the terms and conditions of the agreement by:** _____.
- Reasonable Attorney's fees if it is necessary to employ counsel, Amount of Fees: \$** _____.

In the event that neither of the above causes is checked, possession of the premises is sought by the Plaintiff under the cause of action that the owner wants possession, Defendant went into possession of the leased premises by virtue of the agreement of the parties and at the present time, remains in possession of the same, Plaintiff has given the Defendant a timely notice to vacate as a prerequisite to the filing of this lawsuit. Despite this written demand for the return of the leased premises, Defendant has failed and refused to comply with said demand and is willfully withholding possession of the leased premises at the present time. Accordingly, Plaintiff has terminated the Defendant's right to possession and is entitled to immediate possession of the leased premises.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to answer the complaint and upon final hearing hereof, that Defendant be adjudged guilty of Forcible Detainer, that restitution of the leased premises be made to the Plaintiff, and that Plaintiff recover Judgment for the amount to which Plaintiff may show this Court that it is entitled to recover, along with such other and further relief, both general and special, legal and equitable, to which Plaintiff may show entitlement.

Plaintiff's Signature (and/or authorized agent) / _____
Phone Number

Address / _____
City/State

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____ 20_____.

Notary Public for the State of Texas
My Commission expires: _____

PROCEDURE TO FILE AN EVICTION SUIT IN JUSTICE COURT

2 Steps Landlord/Agent must follow before filing in the Justice Court as the Law requires

1. The Landlord/Plaintiff must give to the tenant(s) a written notice to vacate the property **at least 3 days to vacate hand-delivered with a witness to sign the copy or 10 days by Certified Mail**
2. On the notice you are to state a justifying reason (Back-rent, violated the lease etc.)

If there is a written lease contract that proved for a different notice time, then the lease must be followed. The eviction case cannot be filed until the notice time has expired.

If the situation is a month to month tenancy (no lease term or lease term has expired) and tenant has not done anything wrong, but the landlord just wants to regain possession of the property, the law requires that a 30 days notice to vacate, be given to the tenant(s) before an eviction case can be filed.

1. In all **Eviction Suits (Petition must be notarized)**, the landlord must filed where the **property is located.**
2. Once you file the eviction suit, stating all the facts, you will be assign a case Number and notice of **TRIAL SETTING** to be set between 10 to 20 days.
3. A Citation with a copy of the petition will be served to the Defendant/tenant to appear for **TRIAL SETTING** if Defendant/tenant fail to appear for Court you then become eligible for a **DEFAULT JUDGMENT (including Back=Rent and/or any Fees if any).**
5. If **Judge rules in Plaintiff/Landord's favor,** Defendant/tenant will have 5 days to appeal to **COUNTY COURT AT LAW IN BROWNSVILLE, TX.** or **VACATE PROPERTY.** If Defendant/tenant **does not move-out within 5 days** or does not appeal to County Court, you may request for:

WRIT OF POSSESSION: is an order which allows you to removed the tenant(s) from the property, with the Constable/Sheriff present, to see that everything is done in a peaceful way.

FEES (MONEY ORDERS ONLY)

FILING AND SERVICES FEES	WRITS
\$ 93.00 (Payable to Justice Court 5-2)	\$7.00 (Payable to Justice Court 5-2)
\$ 60.00 2 nd . Defendant/tenant	\$ 200.00 (Payable to Const. Dept.) to served the Writ