



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

\_\_\_\_\_  
Name Signature of Plaintiff (Landlord/Property Owner) or Agent Petitioner's Printed

DEFENDANT(S) INFORMATION (if known): DATE OF BIRTH: \_\_\_\_\_  
\*LAST 3 NUMBERS OF DRIVER LICENSE: \_\_\_\_\_  
\*LAST 3 NUMBERS OF SOCIAL SECURITY: \_\_\_\_\_  
DEFENDANT'S PHONE NUMBER: \_\_\_\_\_  
Address of Plaintiff (Landlord/Property Owner) or Agent  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Phone & Fax No. of Plaintiff (Landlord/Property Owner) or agent

**Declaration or Notary:** Complete only one of the two following sections.

Declaration:

I declare under penalty of perjury that everything in this petition is true and correct.

My name is \_\_\_\_\_  
First Middle Last

My birthdate is: \_\_\_\_/\_\_\_\_/\_\_\_\_.  
Month Day Year

My address is: \_\_\_\_\_  
Street City State ZIP Country

\_\_\_\_\_  
Your Signature signed on \_\_\_\_/\_\_\_\_/\_\_\_\_ in \_\_\_\_\_ County.  
Month/Day/Year County Name

**OR**

Notary:

I declare under penalty of perjury that everything in this petition is true and correct.

My name is \_\_\_\_\_.

\_\_\_\_\_  
Your Signature

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

\_\_\_\_\_  
Justice Clerk or Notary

CASE NO. (court use only) \_\_\_\_\_

_____	§	IN THE JUSTICE COURT
PLAINTIFF	§	
	§	
v.	§	PRECINCT NO. _____
	§	
_____	§	
DEFENDANT	§	_____ COUNTY, TEXAS

**VERIFICATION OF COMPLIANCE  
WITH SECTION 4024 OF THE CARES ACT**

My name is: \_\_\_\_\_  
*First Middle Last*

I am (check one)  the Plaintiff or  an authorized agent of the Plaintiff in the eviction case described at the top of this page. I am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.

**1. Verification:**

a. Plaintiff is seeking to recover possession of the following property:

\_\_\_\_\_ Name of  
Apartment Complex (if any)

\_\_\_\_\_ Street Address & Unit No. (if any) City County State ZIP

I verify that this property is not a "covered dwelling" as defined by Section 4024(a)(1) of the CARES Act. The facts on which I base my conclusion are as follows.

(Please identify which data base or the other information you have used to determine that the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan, please state whether (1) the property is a Low Income Housing Tax Credit (LIHTC) property, (2) the property is federally subsidized under any HUD program, or (3) the property leases to persons with Section 8 vouchers.)

\_\_\_\_\_

2. **Declaration or Notary:** Complete only one of the two following sections:

**Declaration:** I declare under penalty of perjury that everything in this verification is true and correct.

My name is: \_\_\_\_\_

First Middle Last My birthdate is: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .

Month Day Year My address is:

\_\_\_\_\_  
Street Address & Unit No. (if any) City County State ZIP

Signed on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / in \_\_\_\_\_ County, Texas.  
Month Day Year

\_\_\_\_\_  
**Your Signature**

**OR**

**Notary:** I declare under penalty of perjury that everything in this verification is true and correct

\_\_\_\_\_  
Your Printed Name

\_\_\_\_\_  
**Your Signature** (sign only before a notary)

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

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

CARES Act  
Public Law 116-136

**Sec. 4024 TEMPORARY MORATORIUM ON EVICTION FILINGS.**

(a) DEFINITIONS.—In this section:

(1) COVERED DWELLING.— The term “covered dwelling” means a dwelling that—

(A) is occupied by a tenant—

(i) pursuant to a residential lease; or

(ii) without a lease or with a lease terminable under State law; and (B) is on or in a covered property.

(2) COVERED PROPERTY.—The term “covered property” means any property that—

(A) participates in—

(i) a covered housing program (as defined in section 41411(a) of the Violence Against

Women Act of 1994 (34 U.S.C. 12491(a))); or

(ii) the rural housing voucher program under section 542 of the Housing Act of 1949 (42 U.S.C. 1490r); or

(B) has a—

(i) Federally backed mortgage loan; or (ii) Federally backed multifamily mortgage loan.

(3) DWELLING.—The term “dwelling”—

(A) has the meaning given the term in section 802 of the Fair Housing Act (42 U.S.C. 3602); and (B) includes houses and dwellings described in section 803(b) of such Act (42 U.S.C. 3603(b)).

(4) FEDERALLY BACKED MORTGAGE LOAN.—The term “Federally backed mortgage loan” includes any loan (other than temporary financing such as a construction loan) that —

- (A) is secured by a first or subordinate lien on residential real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from 1 to 4 families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and
  - (B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.
- (5) **FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.**—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—
- (A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and
  - (B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.
- (b) **MORATORIUM.**—During the 120-day period beginning on the date of enactment of this Act, the lessor of a covered dwelling may not—
- (1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or
  - (2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.
- (c) **NOTICE.**—The lessor of a covered dwelling unit—
- (1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and
  - (2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).