

EVICTION INFORMATION AND FORMS

1. It is your responsibility to prepare all eviction forms when filing an eviction suit if you choose not to hire an attorney. **Our office will supply you with this packet and samples, however we cannot give you any legal advice or help you fill out the forms.**
2. An eviction suit must be filed in the Justice precinct where the rental property is located.
3. Texas Property Code, Sec. 24.005 sets out the notice requirements for eviction suits.
4. The notice to vacate must be in writing and should be unconditional; i.e., it should tell the tenant to vacate by a specific date in no uncertain terms. A non-payment of rent notice form is included in this packet.
5. Unless there is an agreement in writing between the parties shortening the notice requirements, the landlord must wait three days after the notice to vacate is served before filing a suit for eviction.
6. When filing, the landlord must bring the following:
 - (a) a copy of the lease if there is a written lease.
 - (b) A copy of the notice to vacate
 - (c) **\$154.00** for filing and service on one person (additional service is \$100.00 per person); and
 - (d) **all work and residence addresses and telephone numbers of the tenant(s) known by the landlord.**
7. Generally, all parties named in the lease should be sued and served with a citation in the eviction proceeding. Any judgment granted will run only against those who are specifically named and served. Personal service is required to obtain a default judgment for back rent, however a judgment for restitution of premises may be obtained with substitute service.
8. The owner's agent may file any type of eviction suit and may represent the owner at any default judgment hearing. If the case is contested an agent may represent either party if the case involves non-payment of rent or holding over. The parties or their attorneys must try all other types of evictions if the case is contested.
9. A suit for rent may be included with the eviction suit if the amount is within the jurisdiction of the Justice Court. **Charges for items other than rent cannot be joined with the suit for eviction.**
10. A default judgment can be granted if the tenant fails to appear on the date set for trial unless a continuance is granted by the Court.
11. The tenant may answer the suit by personally appearing in court with the civil clerk.
12. Either party to the lawsuit has **(5) days to appeal** the court's decision. The appeal is perfected by the filing of an appeal bond or pauper's oath at that time. A properly filed appeal stops all further Justice Court proceedings until a decision is rendered by the County Court-at-Law.
13. **If neither party appeals, the landlord may obtain a Writ of Possession from the court after the five (5) day period for appeal has passed.** The writ costs \$225.00 and is an order to the Constable to cause the tenant to vacate the premises. Questions pertaining to the execution of the Writ should be directed to the Constables Office.
14. **The court is held in English. You have the right to obtain a certified translator. The County of El Paso no longer pays for this service. It would be your responsibility to pay the cost.**

DO NOT DISCONNECT UTILITY SERVICES TO THE PREMISES BEFORE YOUR CASE COMES TO TRIAL WITHOUT CONSULTING AN ATTORNEY.

ANTES DE PRESENTAR SU DEMANDA DEBE USTED LEER ESTAS INSTRUCCIONES

GESTIONES PARA DESPOJO EL TRIBUNAL DE JUSTICIA, 6 DISTRITO CONDADO DE EL PASO, TEXAS

2. Si decide no contratar abogado, es su responsabilidad preparar las formas para presentar su demanda para despojar. Nuestra oficina le proporciona este paquete de formas y ejemplos, pero **no podemos asesorarlo sobre la ley ni ayudarlo a llenar las formas.**
3. La demanda para despojar debe registrarse en el Tribunal del distrito en que se encuentra la propiedad en alquiler.
4. La Fraccion 24.005 de Código de Texas Sobre Propiedades, explica los requisitos para notificar en demandas para despojar.
5. La notificación para despojar debe dars por escrito y debe ser incondicional; es decir, debe decirse la inquilino en terminos directos, que desaloje la propiedad en una fecha especifica.
6. El propietario debiera esperar tres dias despues de que se entrega la notificacion de despojo antes de presentar su demanda, a menos que entre las partes exista un acuerdo para reducir los requisitos para notificar.
7. Al presentar su demanda, el propietario debiera traer consigo:
 - (a) una copia del contrato de renta;
 - (b) una copia de la notificacion de despojo;
 - (c) **\$154.00** para registrarla y para notificar a una persona (para notificaciones adicionales-\$100.00 por persona); y
 - (d) todas las direcciones y telefonos de las trabajos y domicilios del/de los inquilino (s) de los que este enterado el propietario.
8. En un proceso para despojar, generalmente todas las personas nombradas en un contrato de Renta deben ser demandadas y notificadas por citatorio. Cualesquier sentencia que se otorgue sera efectiva solamente contra las personas que se nombran especificamente y se han notificado.
9. El representante del propietario puede presentar cualesquier clase de demanda para despojo y puede representar al propietario en cualesquier audiencia para un fallo por falta de comparecencia. Si hay deputa, ambas partes pueden tener un representante si se trate de una demanda por no pagar renta o por retencion de la propiedad. Las partes o sus abogados deberan tartar todas las otras clases de despojos si el caso es disputado.
10. Junto con la demanda para despojo se puede presentar una demanda por renta si la cantidad que se debe queda dentro de la jurisdiccion del Tribunal de Justicia. Demandas por otras cosas que no sean renta no se pueden incluir en la demanda para despojar.
11. A menos que el Tribunal otorgue un aplazamiento, si el inquilino no comparece en la fecha fijada para el juicio el Tribunal puede fallar en su contra por no comparecencia.
12. Sera necesario que el propietario, o su agente, comparezca y declare bajo juramento para que un fallo por renta sea otorgado.
13. El inquilino puede contestar la demanda presentandose personalmente en el Tribunal.
14. Ambas partes en la demanda tienen **cinco (5) dias para apelar** la decision del Tribunal. La apelacion se efectua con presentar una fianza de apelacion, o presentado una declaracion de indigencia juradal. Una apelacion debidamente presentada detiene todos los procedimientos en un Tribunal de Justicia hasta que haya un fallo por el Juzgado de Derecho del Condado(County Court at Law).

El propietario puede obtener del Tribunal un Interdicto de Despojo despues que los cinco (5) dias para apelar se han vencido. Ninguno de los dos partes apelan. El Interdicto cuesta \$225.00; esta es una orden para que el Constable pueda hacer que el inquilino desaloje la propiedad. Preguntas relacionados con la ejecucion del Interdicto deberan ser dirigidas a la oficina del Constable.

La corte es en ingles. Si gusta puede obtener un Traductor certificado por el Estado. El Condado no paga por este servicio. Usted tiene la responsabilidad de pagar por este servicio.

Notice to Vacate Chart

Type of Tenancy	Time Period
Tenancy for a Fixed Term	3 days' written notice unless lease provides otherwise Prop Code 24.005(a)
Tenancy at Will <i>without Rental Payment</i> (no fixed term, such as boyfriend/girlfriend or parent/adult child)	3 days' written notice Prop Code 24.005(b)
Tenancy at Will <i>with Fixed Rental Payments</i> (such as month-to-month agreements)	3 days' written notice unless lease specifies otherwise. If no breach of lease, must first give termination notice of at least one rental period unless lease specifies otherwise Prop Code 24.005(b); 91.001
Tenancy by Sufferance (such as an owner who was foreclosed upon)	3 days' written notice Prop Code 24.005(b)
Residential Tenant of an Owner Who Was Foreclosed Upon	<i>If requirements of bona fide tenant met</i> (see Evictions Deskbook Chapter 3 for details), tenant can finish lease unless purchaser will live in property as primary residence, in which case 90 days' written notice Permanently Protecting Tenants at Foreclosure Act of 2018, 12 U.S.C. 5201
Commercial Tenant of an Owner Who Was Foreclosed Upon	30 days' written notice Prop Code 24.005(b)
Squatter (person who entered without legal authority or by force)	Immediate notice, which can be oral Prop Code 24.005(d)
Tenant of a Squatter	3 days' written notice Prop Code 24.005(c)

JUSTICE COURT CIVIL CASE INFORMATION SHEET (4/13)

CAUSE NUMBER (FOR CLERK USE ONLY): _____

STYLED

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition is filed to initiate a new suit. The information should be the best available at the time of filing. This sheet, required by Rule of Civil Procedure 502, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:		2. Names of parties in case:
Name: _____	Telephone: _____	Plaintiff(s): _____ _____ _____ Defendant(s) _____ _____ _____ [Attach additional page as necessary to list all parties]
Address: _____	Fax: _____	
City/State/Zip: _____	State Bar No: _____	
Email: _____		
Signature: _____		
3. Indicate case type, or identify the most important issue in the case (select only 1):		
☐ Debt Claim: A debt claim case is a lawsuit brought to recover a debt by an assignee of a claim, a debt collector or collection agency, a financial institution, or a person or entity primarily engaged in the business of lending money at interest. The claim can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.		<i>Eviction:</i> 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.
☐ Repair and Remedy: A repair and remedy case is a lawsuit filed by a residential tenant under Chapter 92, Subchapter B of the Texas Property Code to enforce the landlord's duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant. The relief sought can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.		☐ Small Claims: A small claims case is a lawsuit brought for the recovery of money damages, civil penalties, personal property, or other relief allowed by law. The claim can be for no more than \$20,000, excluding statutory interest and court costs but including attorney fees, if any.

PETITION: EVICTION CASE

CAUSE NO. _____

PLAINTIFF _____ (LANDLORD/PROPERTY NAME)	§	IN THE JUSTICE COURT, PRECINCT ____
	§	EL PASO COUNTY, TEXAS
	§	
v.	§	Court Date: _____
	§	
DEFENDANT(S) _____	§	Rental Subsidy (if any) _____
	§	Tenants Portion _____
_____	§	Total Monthly Rent _____

COMPLAINT: Plaintiff hereby sues the following Defendant(s) named above for eviction of 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
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DECLARATION:

- ☐ I certify that I have received a Declaration that the tenant is a covered person.
- ☐ I certify that I have not received a Declaration that the tenant is a covered person (or that the grounds are for something other than nonpayment) and acknowledge that I can be fined up to \$100,000 under federal law for proceeding with a nonpayment eviction of a "covered person" despite receiving a Declaration.

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.
- ☐ **Other grounds for Evictions/Lease Violations.** Defendant(s) breached the terms of the lease (other than by failing to pay rent) as follows: _____
- ☐ **Holdover as grounds for Eviction:** 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: _____

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: _____

BOND FOR POSSESSION: 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.

REQUEST FOR JUDGMENT: 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 \$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

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

City State Zip

Phone & Fax No. of Plaintiff
or Agent or Attorney

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

CLERK OF THE JUSTICE COURT OR NOTARY



**JUSTICE OF THE PEACE PRECINCT 6 PL. 1
EL PASO COUNTY, TEXAS**

CASE NO. _____

Defendant's Name: _____
Nombre del Demandado

DOB: _____ SS#: XXX-XX-X_____
Fecha de Nacimiento Numero de Seguro Social

**AFFIDAVIT
SERVICEMEMBERS CIVIL RELIEF ACT SEC. 201 (b)**

Declaracion Jurada
Sobre el acto de Proteccion SEC.201 (b) para miembros del servicio militar

PLAINTIFF BEING DULY SWORN ON HIS/HER OATH DEPOSES AND SAYS THAT DEFENDANT(S)
El demandante bajo juramento declara que los demandado (s)

- ☐ IS NOT IN THE MILITARY
No esta en los Servicios militares
- ☐ IS NOT ON ACTIVE DUTY IN THE MILITARY AND/OR
No esta en el servicio active en los militares y/o
- ☐ NOT IN A FOREIGN COUNTRY ON MILITARY SERVICE
No esta en pais extrajero en servicio militar
- ☐ IS ON ACTIVE MILITARY DUTY AND/OR IS SUBJECT TO THE SERVICE MEMBERS RELIEF ACT OF 2003.
Esta en deber military active y/o esta conforme el acto de la relevacion de los miembros del servicio de 2003.
- ☐ DEFENDANT HAS WAIVED HIS RIGHTS UNDER THE SERVICE MEMBERS RELIEF ACT OF 2003.
El demandado ha renunciado sus derechos bajo acto de la relevacion de los miembros del servicio de 2003.
- ☐ MILITARY STATUS IS UNKNOWN AT THIS TIME. _____
El estado military es desconocido en este tiempo.

PLAINTIFF SIGNATURE /Firma de Demandante

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS _____ day of _____, 20__.

☐ CLERK OF THE JUSTICE COURT/ ☐ 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 \$10,000.00 as provided in Title 18, United States Code, or imprisoned for not more than one year or both.**

***La pena para hacer o usar la declaracion jurada falsa que una persona hace o que utiliza una declaracion jurada que sabe serf also. Sera multada \$10,000 en la Manera prevista en el titulo19 Estados Unidos cifr, o encarcelado para no mas que un ano,o ambos.**

Military status can be verified through this website: www.dmdc.osd.mil/scra/owa/home

El estado military se puede verificar con esta pagina de internet: www.dmdc.osd.mil/scra/owa/home

PLAINTIFF

Vs

NO. _____

DEFENDANT

*This sheet must be completed at time of filing claim. In English or Spanish.

*Esta pagina necesita estar completa al tiempo de poner la demanda. En Ingles o Espanol.

I _____ acknowledge that if I
need a certified translator at the time of trial. **I will be
responsible for obtaining a translator certified by the
state of Texas and the cost.**

Date: _____ Signature: _____

Date: _____ Clerk Signature: _____

Yo _____ reconosco que si
necesito un traductor certificado por El Estado de Tejas.
**Yo sere responsable por conseguir un traductor y el
costo.**

Fecha: _____ Firma: _____

Fecha: _____ Firma de Oficinista: _____

NOTICE TO VACATE

Date

Name of all residents

Street Address

City, State, Zip Code

Dear _____:

Demand for possession is hereby made. You are hereby given notice to vacate the premises on or before midnight, on the _____ day of _____, 20__, which is at least _____ days from delivery of this notice to you or to your occupied space. Your failure to move out will result in appropriate legal action before the Justice of the Peace. Delay or postponement of such action shall not constitute waiver.

Signature of owner, landlord or agent

Date notice was delivered

THIS NOTICE IS GIVEN IN THE MANNER REQUESTED FOR SUCH NOTICE
UNDER SECTION 24.005 OF THE TEXAS PROPERTY CODE.

TEXAS RIO GRANDE LEGAL AID	1331 TEXAS AVE 79901	915-585-5183
LEGAL AID		1-888-988-9996
LAWYER REF. SERVICE		915-532-7052
SHERIFF HEADQUARTERS		
3850 JUSTICE DR.		915-546-2280
EL PASO, TEXAS 79938		915-546-2214
JUVENILE PROBATION DEPT		
INTAKE OFFICE-MANUEL TORRES	Linda Garcia	915-849-2673
Environmental Protection-Cristina Viesca Asst. County ATTY		915-546-2050 ext 3054
ON-SITE SEWAGE AND ENVIRONMENTAL SERVICES DEPT.		915-855-9664
CONSTABLES OFFICE-JAVIER GARCIA		915-851-2178
COMMISSIONER-ILLIANA HOLGUIN		915-546-2000
COUNTY ATTORNEY-JOANN BERNAL		915-546-2050
COUNTY CLERKS OFFICE-DELIA BRIONES		915-546-2071
DISTRICT CLERKS OFFICE- NORMA FAVELA BARCELEAU		915-546-2021
TOWN OF CLINT		915-851-3146
GENERAL ASSISTANCE- MICHAEL FLORES		915-546-8150

**RIO GRANDE COUNCIL OF GOVERNMENTS DISPUTE
RESOLUTION CENTER**

If you need help resolving a conflict or have a lawsuit you would like to settle..... The El Paso county Dispute Resolution Center may be able to help call 533-4800 or 546-8189
8037 Lockheed Ste-100 El Paso, Texas 79925

**RIO GRANDE COUNCIL OF GOVERNMENTS DISPUTE
RESOLUTION CENTER**

Si necesita ayuda con algun conflicto o tiene una demanda que quiere resolver El centro de Mediacion del condado de El Paso le puede asistir llame al 533-4800 or 546-8189
8037 Lockheed Ste-100 El Paso, Texas 79925