

General Procedures for Filing an Eviction for Non-Payment of Rent

Justice of the Peace, Pct 1

100 W. Houston Ste 27, Sherman, Texas 75090

(903)-813-4346 main (903) 893-9264 fax

Hours of Operation: 8:00 A.M. – 4:30 P. M. Monday-Friday

1. The tenant must have already failed to pay the rent as agreed. The Landlord cannot refuse to accept rent and thereafter claim rent was not paid.
2. The landlord must deliver a written **“Notice to Vacate”** or **“Demand for Possession”** naming each occupant the landlord seeks to evict from the premises. The notice must give the reason for demanding possession. The written notice must give the tenant time to vacate voluntarily. The time to vacate in the notice must be at least (3) days, unless the landlord and tenant have agreed to a greater or lesser than three day time period in a written lease or agreement.
3. Delivery of the notice must be accomplished by one of the following methods:
 - a. **Handed to a tenant in person** (Or anyone living at the premise that is at least 16 yrs old)
 - b. **Mailed to the tenant** (if mailed the landlord must wait an additional (2) two days to allow for delivery of mail before filing for eviction)
 - c. **Attached to the inside of the main entry door.**
4. After the notice is delivered, wait until after the notice period expires, then go to the Justice of the Peace Court in the precinct where the property is located to file a written **“sworn complaint”** for eviction. The court will determine who has a greater right to possession of the property. Forms for filings are available online or at the Justice Court Office.

(SAMPLE wording for the “Notice to Vacate for Non-Payment of Rent)

Dear _____, (Name all Tenants)

Today is the _____ day of _____, 20_____.

The rent has not been paid. I demand possession of my rental property. This is a notice that you vacate the premises by _____, 20_____ or I will file an eviction suit with a Justice of the Peace Court.

_____, (Landlord)

Official Department of Defense Servicemembers Civil Relief Act (website): <https://scra.dmdc.osd.mil>;

When it says “There is a problem with this website Certificate” click on “Continue to this website”. **THIS WEBSITE IS FREE OF CHARGE!!! You do not need to pay for this information.**

Proper attire will be required for all hearings before the court.

Cost including service, one defendant: **\$139.00**. Cost for each additional defendant is **\$85.00**. Writ of Possession is **\$155.00**

Plaintiff(s)/Landlord(s) (Actual Landlord)

v.

List all Defendant(s)/Tenant(s) for which eviction is sought

§
§
§
§
§
§
§

In the Justice Court
Precinct 1, Place 1
County of Grayson
State of Texas

COMPLAINT for EVICTION

Monthly rent amount is: _____

*(For all addresses, you **MUST** include number, street, apartment number, city, state, & zip code.)*

Plaintiff, being duly sworn on oath, files this written complaint against the above named Defendant(s) to evict Defendant(s) from Plaintiff's premises, which is located in Justice of the Peace Precinct I of Grayson County and which is **described as**:

Phone: _____ FAX: _____

Plaintiff requests service of citation by personal service at the previously described premises or by alternate service, if necessary, under Rule 742 or 742a.

Any work or **other known addresses** for the Defendant(s) known to Plaintiff are as follows:

Phone: _____ FAX: _____

Plaintiff and Defendant(s) have established a **landlord tenant** relationship by: (check one) a written lease or agreement, an oral agreement, occupancy after foreclosure sale, occupancy after contract for deed default, (other) _____

Grounds for eviction are: (check) non-payment of rent, holding over, non-rent default by (describe default) _____

Written **notice to vacate** for the grounds stated above was delivered to Defendant(s) at the above described premises on the _____ day of _____, 20____, (check) in person to the tenant(s). in person to an occupant at least sixteen years of age. by mail. by affixing to the **inside** of the main entry door. (other) _____

Thereafter Defendant(s) failed to surrender possession of the above described premises by the date specified in the **notice to vacate** thereby committing a **forcible detainer**.

Plaintiff requests judgment for Plaintiff(s) against Defendant(s) for possession of the above described premises, for writ of possession, plus \$ _____ rent due through today and reasonable attorney fees, if any, in the amount of \$ _____, plus all costs of court, plus post-judgment interest at the highest legal rate.

I give my consent for the answer and any other motions or pleadings to be sent to my email address which is: _____

Defendant/Tenant Information:

DL# _____
D.O.B. _____ / _____ / _____
SEX _____
RACE _____

X _____
Landlord, Landlord's authorized Agent, or Landlord's Attorney
(if Attorney) Bar Card Number _____
Address _____
Phone (____) _____ FAX (____) _____

SWORN to and **SUSCRIBED** before me this _____ day of _____, 20____.

(Seal)

(Notary or Clerk of Court) _____

JUSTICE COURT CIVIL CASE INFORMATION (9/20)

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 requested, 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:																	
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Name: _____</td> <td style="width: 50%; border: none;">Telephone: _____</td> </tr> <tr> <td style="border: none;">Address: _____</td> <td style="border: none;">Fax: _____</td> </tr> <tr> <td style="border: none;">City/State/Zip: _____</td> <td style="border: none;">State Bar No. _____</td> </tr> <tr> <td colspan="2" style="border: none;">Email: _____</td> </tr> <tr> <td colspan="2" style="border: none;">Signature: _____</td> </tr> </table>	Name: _____	Telephone: _____	Address: _____	Fax: _____	City/State/Zip: _____	State Bar No. _____	Email: _____		Signature: _____		<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Plaintiff(s) _____</td> </tr> <tr> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">Defendant(s): _____</td> </tr> <tr> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> </tr> </table> <p style="text-align: center; font-size: small;">(Attach additional page as necessary of list all parties)</p>	Plaintiff(s) _____	_____	Defendant(s): _____	_____	_____	_____	_____
Name: _____	Telephone: _____																	
Address: _____	Fax: _____																	
City/State/Zip: _____	State Bar No. _____																	
Email: _____																		
Signature: _____																		
Plaintiff(s) _____																		

Defendant(s): _____																		

<p>3. Indicate case type, or identify the most important issue in the case (select only ONE)</p>																		
<p>_____ 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 \$20,000.00 excluding statutory interest and court cost but including attorney fees, if any.</p>	<p>_____ Eviction: 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 jointed with an eviction case if the amount of rent due and unpaid is not more than \$20,000.00, including statutory interest and court cost but including attorney fees, if any.</p>																	
<p>_____ 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 \$10,000.00, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p>_____ 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 \$20,000.00, excluding statutory interest and court cost but including attorney fees, if any.</p>																	

AFFIDAVIT OF NON-MILITARY STATUS

DOCKET NO. _____

AFFIDAVIT
50 USC Sec 520

Plaintiff being duly sworn on oath deposes* and says that defendant(s) is (are)

(CHECK ONE)

- not in the military
- not on active duty in the military and/or
- not in a foreign country on military service
- on active military duty and/or is subject to the Servicemembers Civil Relief Act of 2003
- has waived his/her rights under the Servicemembers Civil Relief Act of 2003
- military status is unknown at this time

PLAINTIFF

(Select the applicable title under signature for the jurat below)

Subscribed and sworn to before me on the the _____ day of _____, 20____.

NOTARY/CLERK/JUDGE

_____ Notary public in and for the State of Texas

_____ Clerk of the Justice Court

_____ Judge of the Justice Court

SEAL

*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.

EVICTION SUIT PROCEDURE

Limit of the Court is \$20,000.00

The Judge CANNOT discuss this case with you prior to the hearing. The Clerks CANNOT give you legal advice or advise you on any legal questions. If you have legal questions, you must consult an attorney or legal aid at 800-906-3045.

Website for legal help or to look for an attorney:

Texasbar.com

Under “helpful Resources” click on “free consumer legal information”

WRIT OF POSSESSION:

This instrument directs the Constable or Sheriff to take possession of the property and turn it over to you. **Writ of Possession is \$150.00 service and \$5.00 filing fee for a total of \$155.00.** After fees are paid in full, the Writ will be turned over to the appropriate Constable or Sheriff for execution of service. You may contact the Constable by phone (903-813-4342) or email (wadec@co.grayson.tx.us) for any questions concerning the Writ after it has been posted.

ANY PORTION OF THE HOUR BEYOND 2 HOURS : AN ADDITIONAL FEE OF \$35.00 PER HOUR OR PORTION IS DUE.

OFFICER DOES NOT PHYSICALLY REMOVE ANY PROPERTY FROM THE PREMISES. THE LANDLORD IS RESPONSIBLE FOR REMOVAL.



STATE OF TEXAS

EVICITION DIVERSION PROGRAM

The Texas Eviction Diversion Program (TEDP) Set-Aside of the Texas Rent Relief (TRR) Program helps Texas tenants stay in their homes and provides landlords an alternative to eviction.

The TEDP may provide up to 15 months of rental and utility assistance for eligible tenants who are behind on their rent due to the COVID-19 pandemic and have been sued for eviction. Both the tenant and the landlord must agree to participate and meet the requirements listed on the back of this page.

This temporary program is a unique partnership between the Supreme Court of Texas, Texas Office of Court Administration (OCA), and the Texas Department of Housing and Community Affairs (TDHCA).

- If the rent is below the TRR Program maximum, assistance can be used to pay the contracted rent for all past due rent as far back as March 13, 2020 (up to 12 months), plus up to 3 months of current/future rent. An additional 3 months (not to exceed the total of 15 months) may be provided upon re-application if necessary to ensure housing stability and if funds are available.
- The TEDP allows courts to put eviction lawsuits on hold so that the tenant may apply for available rental assistance. When approved, lump sum payments are provided to landlords for past-due rent and late fees in exchange for allowing tenants to remain in their homes and covering court costs. The payment to landlord is generally within 14 days of a complete application being received. Diverted cases will be dismissed and made confidential from public disclosure.
- Tenants are ineligible if they are receiving tenant-based voucher assistance, such as a Housing Choice Voucher, project-based Section 8 or are living in public housing, or have already received rental assistance from another source for the same time period.

LANDLORD / UNIT

TENANT / HOUSEHOLD

Eligibility Requirements:

- ☒ Assistance for rent and reasonable late fees (stemming from non-payment of rent) no older than March 13, 2020
- ☒ Contract rent for the household assisted may not exceed the TDHCA maximum limits (limits available by zip code and county at [TexasRentRelief.com](https://www.texasrentrelief.com))
- ☒ Must have a bank account and accept direct deposit
- ☒ Units are INELIGIBLE if tenants are receiving tenant-based voucher assistance, such as a Housing Choice Voucher, project-based Section 8 or are living in public housing, or have already received rental assistance from another source for the same time period

Documents Needed:

- ☒ Government-issued or personal ID (only if individual/sole proprietor)
- ☒ Lease agreement (or if no lease agreement, landlord attestation as part of the application regarding term and amount of rent)
- ☒ Completed IRS Form W-9
- ☒ Direct Deposit Information
- ☒ Proof of Ownership (real property record/Appraisal District information)

You will be required to certify that you:

- ☒ Will waive any fees or penalties not covered by TEDP/TRR, and not pass court costs on to the tenant
- ☒ Have not received assistance from another program for the same months of rent for this household and will not apply in the future for the covered months
- ☒ Will release the tenant from payment liability for this time period, waive all claims raised in the eviction case, and not evict the tenant for the period covered by TEDP/TRR
- ☒ Will reimburse the TEDP/TRR within 10 business days if you receive rent payment for this same unit and time period

Eligibility Requirements:

- ☒ Household has been sued for eviction from primary residence, located in Texas, and has eviction court docket number
- ☒ Household income at or below 80% of Area Median Income (limits available by county at [TexasRentRelief.com](https://www.texasrentrelief.com))
- ☒ AND one or more of the household members:
 - Qualified for unemployment benefits on or after March 13, 2020; OR
 - Attest in writing that due to or during the pandemic they have:
 - Experienced a reduction in household income,
 - Incurred significant costs, or
 - Experienced financial hardship
- ☒ AND households must demonstrate:
 - That they are at risk of homelessness or housing instability by providing an eviction notice or past-due utility or rent notice; OR
 - Attest that unless they receive rental assistance, they would have to move to an unsafe/unhealthy environment like a shared living situation or emergency shelter

Documents Needed:

- ☒ Government-issued or personal ID of a person on the lease
- ☒ Lease agreement (or if no lease, rent receipt for the three most recent complete months paid)
- ☒ Income documentation:
 - If household has 6 or fewer members, recent SNAP or LIHEAP eligibility or recent SSI eligibility for the head or co-head of household, OR
 - Recent income certification from an affordable property, OR
 - Annual income documentation for 2020, OR
 - Income evidence for past 30 days (self-attestation allowed in some circumstances, more details on [TexasRentRelief.com](https://www.texasrentrelief.com))
- ☒ Notices of late rent payment or notice to evict, including court docket number, Justice of the Peace precinct, and county
- ☒ Past due utility bills, if utility assistance is being requested
- ☒ Unemployment documentation, if applicable

You will be required to certify that you:

- ☒ Have not received rental assistance for the same months of rent or the rental assistance received was less than the full amount owed, and will not seek such assistance in the future for the covered months
- ☒ Will reimburse the TEDP/TRR within 10 business days if you receive rent (or utility) payment for this same time period

Tenant and Landlord both apply online ([TexasRentRelief.com](https://www.texasrentrelief.com)) or by phone (833-9TX-RENT)
If Texas Rent Relief application is eligible and complete, payment to landlord is generally within 14 days

For Questions

Program Eligibility, Process and Application: [TexasRentRelief.com](https://www.texasrentrelief.com) | 833-9TX-RENT / 833-989-7368

Court Process: [txcourts.gov/eviction-diversion](https://www.txcourts.gov/eviction-diversion) | 855-270-7655 (Texas Legal Service Center)

