

PLAINTIFF'S PETITION FOR EVICTION

CAUSE NO. _____

Plaintiff'(s)/Landlord(s)/
Landlords Agent

X

IN THE JUSTICE COURT

VS.

X

PCT. FOUR

Defendant(s)/Tenants

X

LEON COUNTY, TEXAS

COMPLAINT FOR EVICTION

TO THE HONORABLE JUSTICE OF THE PEACE:

NOW COMES _____, herein referred to as Plaintiff, and files this complaint against _____, Defendant(s) of the premises described herein and respectfully shows the court the following:

- 1. Plaintiff'(s)/Landlord/Agent premises is in Leon County Justice of the Peace, Precinct Four and Defendant may be served with process at the leased premises at:

_____ Phone _____ Cell _____ Fax _____

or at such other place as the Defendant may be found for service at:

_____ Plaintiff knows of no other home or work address of the Defendant in Leon County, Texas. Service is requested on Defendant by personal service at home or work or by alternate service under Rule 742 or Rule 742a.

- 2. The leased premises are located within Justice of the Peace Precinct _Four, Leon County, Texas,
- 3. Plaintiff entered into an oral or written (circle one) agreement with Defendant for occupancy of the leased premises. Defendant has violated the terms of the agreement by (check applicable paragraph):

Failing to pay rent in the amount of \$_____ per month which is due on the _____ day of each month under the agreement for _____ months.

Breaching terms and conditions of the agreement by:_____

Holding over the leased premises after termination of the agreement and written demand by the Plaintiff for the return of same.

- 4. Plaintiff made written demand of the Defendant for possession of the Leased

Premises on the _____ day of _____, 20____, and

5. Plaintiff is entitled to, and seeks possession of, the leased premises after having made written demand of the Defendant for the return of same, and Defendant is still in possession of the leased premises.

THE COURT IS ASKED TO:

6. In addition to possession of the leased premises, Plaintiff seeks judgment against Defendant for:

Back rent in the amount of \$ _____, plus daily rent in the amount of \$ _____ per day as may accrue between the date of filing this complaint and surrender of the leased premises.

Interest at the maximum legal rate compounded annually until judgment is paid in full.

Reasonable attorney's fees if employment of counsel is necessary and verified.

Give possession of property, only, to owner. **No money**

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that Defendant be cited to answer the complaint; and upon final hearing

Plaintiff PRAYS that Defendant be adjudged GUILTY of forcible detainer; that restitution of the leased premises be made to the Plaintiff; and that Plaintiff recover of Defendant judgment for the amount which Plaintiff may show the court it is entitled to recover including rent, interest, attorney's fees and costs, and for such other relief as Plaintiff may show entitlement.

Landlord/Landlords Agent

Address

Phone Number

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

Notary or Court Clerk

Notary's Name (printed):

My Commission Expires: _____

Servicemember's Civil Relief Act

DOCKET NO. _____

CASE 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 Act of 2003
- military status is unknown at this time

_____ PLAINTIFF

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

Subscribed and sworn to before me no this the _ day of _____, 20__.

_____ NOTARY / CLERK

Notary Public in and for the State of Texas

_____ SEAL Clerk of the Justice Court

***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.**